



# DOCTORAL REGULATIONS OF THE UNIVERSITY OF NAMUR

*2023-2024 ACADEMIC YEAR*

*In the present regulations, for stylistic clarity, the masculine form is used to designate all genders.*

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The present doctoral regulations of the University of Namur respect the principles of the European Charter for Researchers, and in particular the following principles:

**#36. Relation with the thesis and traineeship directors.** Researchers in their training phase should establish a structured and regular relationship with their thesis/traineeship director(s) and their faculty/departmental representative(s) so as to draw full advantage from their relationship with them. This notably includes keeping records of all progress achieved and research results obtained, receiving feedback by means of reports and seminars, applying such feedback and working in accordance with the agreed schedules, milestones, deliverables and the research results to be obtained.

**#37. Supervision and managerial tasks.** Senior researchers should devote particular attention to their multi-faceted role as thesis/traineeship directors, mentors, career advisors, leaders, project coordinators, scientific communication directors or specialists. They should perform these tasks according to the highest professional standards. With regard to their role as thesis/traineeship director or mentors of researchers, senior researchers should build up a constructive and positive relationship with early-stage researchers, so as to establish the conditions necessary for an efficient transfer of knowledge and for the successful development of the researchers' careers.

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### ARTICLE 1. GENERAL FRAMEWORK

§1. The doctoral regulations of the University of Namur (hereafter referred to as « UNamur ») defines the conditions and stages for obtaining the research training certificate as well as the third-cycle academic degree of doctor at UNamur.

§2. It is established in application of the Decree of the French Community of 7 November 2013 defining the landscape of higher education and the academic organisation of studies (hereafter referred to as the « 'landscape' decree »), as well as of the Uniform Regulations for Juries Responsible for Conferring Doctoral Degrees adopted by the Academy of Research and Higher Education (hereafter referred to as « ARES ») at its meeting of 10 June 2014.

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### ARTICLE 2. SCOPE OF APPLICATION

The present regulations as well as their appendices apply to any person regularly enrolled as a PhD student for a doctoral curriculum at UNamur (hereafter referred to as « the PhD student ») as well as to any candidate for this enrolment. It also applies to the various persons or bodies, internal or external to UNamur, intervening in the doctoral curriculum of a PhD student enrolled at UNamur.

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### ARTICLE 3. ADOPTION AND MODIFICATIONS

§1. The present regulations are adopted by the Board of Directors of UNamur.

§2. Any request for modification shall be communicated to the Educational Administration (hereafter referred to as « ADEN ») by March 30th at the latest.

The ADEN analyses modification requests, notably from a legal perspective, but also with a view to facilitating a harmonisation of practices. It sends the analysed and centralised requests to the Vice-Rectors in charge of education, on the one hand, and of research, on the other.

They examine any requests for modification and their analysis. They then submit their position concerning these requests for opinion to the Academic Council. The requests that are retained are then submitted, together with the opinion of the Academic Council, to the Board of Directors for adoption.

The doctoral regulations including these modifications shall enter into effect for the following academic year.

§3. Nevertheless, modifications intended to adapt the regulations so as to comply with changes of statutory or regulatory provisions are not subject to the period set in the preceding subsection.

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### ARTICLE 4. THE ACADEMIC DEGREE OF DOCTOR

§1. The academic degree of doctor is conferred after defence of a thesis demonstrating the recipient's creativity, ability to conduct scientific research and to disseminate the results thereof.

§2. No one may obtain the degree of doctor without having successfully completed the corresponding doctoral training.

§3. The degree of doctor is specified by the title of the defended thesis and either by the thematic doctoral college having supervised the training or by the field(s) to which it belongs.

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#### ARTICLE 5. THE DOCTORATE

§1. The doctoral training programme consists of:

1° the writing of a personal and original work which can take the form of:

- a dissertation within the PhD student's discipline,
- an essay by the candidate demonstrating the coherence of a set of scientific publications for which the PhD student is an author or co-author,
- or a dissertation that analyses a work, a project or achievements for which the PhD student is an author or co-author;

2° and a public presentation of this work highlighting its qualities, its originality, as well as the candidate's abilities for scientific popularisation.

§2. The works relating to the preparation of a doctoral thesis correspond to a lump-sum of 180 credits acquired after an initial training sanctioned by an academic degree of master 120 or equivalent level.

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#### ARTICLE 6. DOCTORAL TRAINING

§1. Doctoral training programmes are supervised by associated teams in a thematic doctoral college approved by ARES on the advice of the principles of the University Thematic Chamber. They are linked to the specific skills of the research teams and give the graduates a high scientific and professional qualification. They lead to the issuance of a research training certificate with a lump-sum of 60 training credits.

§2. Doctoral training essentially consists of activities specifically related to the profession of researcher.

The doctoral training programme, which can extend throughout the PhD student's doctoral curriculum, is comprised of:

- advanced courses, participation in scientific congresses and conferences of a high level, or any other training deemed to be equivalent by the field-specific doctoral commission;
- the learning and practice of scientific communication through the writing and presentation of projects, articles and scientific communications;
- the acquisition of transversal skills and, as applicable, activities of didactic supervision.

It cannot include more than 30 credits of learning activities of the type « education organised by the establishment » (lecture courses, directed exercises, practical works, laboratory work, seminar, etc.). Appendix 4 to the present regulations sets forth the criteria for awarding doctoral training credits at UNamur.

Holders of the master 120 degree with a research specialisation in the field of the doctorate benefit from an automatic valuation of the maximum 30 credits for these learning activities.

§3. By way of exception to §1, doctoral training can also be acquired, in whole or part, outside of a thematic doctoral college approved by ARES.

## CHAPTER II – THOSE INVOLVED IN THE DOCTORATE

### ARTICLE 7. RESPONSIBILITY

Any person taking part in the training of a PhD student is responsible for the successful completion of this training (compliance with the rules, agreed supervision measures, etc.) vis-à-vis the field-specific doctoral commission and the dean of the faculty under which falls the field of study in which the PhD student is enrolled.

### THE FIELD-SPECIFIC DOCTORAL COMMISSIONS

### ARTICLE 8. ROLE

The field-specific doctoral commissions are the academic authorities that are competent with respect to third-cycle studies at UNamur.

### ARTICLE 9. COMPOSITION AND TERM OF THE MANDATES

§1. There are two field-specific doctoral commissions:

1° the field-specific doctoral commission « Human and Social Sciences », competent for the fields of study 1°, 3° to 7°, 9° and 10°bis as defined by the article 83, §1 of the 'landscape' decree;

2° the field-specific doctoral commission « Health, Sciences and Technology », competent for the fields of study 11°, 12°, 14° and 17° as defined by the article 83, §1 of the 'landscape' decree;

§2. Each field-specific doctoral commission is composed of six members the Field-specific doctoral commission « Health, Sciences and Technology » and of seven members for the Field-specific doctoral commission « Human and Social Sciences ». These members belong to the academic staff within the meaning of article 15, §1, 52° of the 'landscape' decree or the scientific staff within the meaning of article 15, §1, 54° of this decree. Supervisors qualified to direct a doctoral thesis at UNamur can also be members of the doctoral commissions.

In any case, each commission includes at least one member from the scientific staff who holds the title of doctor obtained after the defence of a thesis.

Members who cease to fulfil the conditions set forth in the 1<sup>st</sup> subsection are deemed to have resigned.

§3. The term of the mandate of members of the commissions is three academic years, renewable once. The mandates start on September 1<sup>st</sup>.

§4. Each year, to replace the members who have reached the end of their mandate, two new members are appointed, during its meeting in June, in each of the commissions by the Board of Directors, at the



proposal of the Academic Council. The proposal of the Academic Council seeks to ensure a balance amongst the scientific disciplines.

When a mandate ends more than two months before the normal expiry of the term, its holder shall be replaced within one month of the position becoming vacant. The new member is appointed until the normal ending date of the interrupted mandate. If the period remaining to be filled is shorter than eighteen months, it will not be taken into account for calculating the renewal of mandates.

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#### ARTICLE 10. FUNCTIONING

§1. Each field-specific doctoral commission elects its president and designates its secretary. The Commissions deliberate by absolute majority of votes. In case of a tie, the president has the deciding vote.

§2. The opinions and decisions of the field-specific doctoral commissions, notably regarding admissions, the mid-term evaluations, the validations of jury compositions, the validations of doctoral training credits and requests for equivalence of foreign degrees must be given within one month of the acknowledgement of receipt by the Commission. Every communication received by the field-specific doctoral commissions forms the object of an acknowledgement of receipt.

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#### ARTICLE 11. MISSIONS

§1. The principal mission of the field-specific doctoral commissions is to validate the various stages of the curriculum of PhD students in accordance with the present regulations.

§2. They also arbitrate any conflicts between supervisors and PhD students, notably when one of the parties does not respect the provisions of articles 14 and 15.

In the event of conflict, the PhD student or the advisor or the supervision committee may alert, by letter or e-mail, the president of the field-specific doctoral commission or, when the two doctoral commissions are involved, the president of the primary commission. The communication indicates the reasons for the conflict.

The field-specific doctoral commission hears each of the parties within a period of one month dating from the receipt of the above-mentioned communication. It communicates its decision to the PhD student and to the advisor at the latest five working days after this hearing. If the supervisor forms part of the field-specific doctoral commission, he will not participate in the discussion.

As a last resort and after having heard the parties, the reconsideration of admission of a doctoral PhD student may be decided by the field-specific doctoral commission, upon reasoned request of the supervision committee. The reasoned decision of the commission is immediately sent to the PhD student as well as to the Enrolment Office.

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#### ARTICLE 12. APPEALING DECISIONS OF THE FIELD-SPECIFIC DOCTORAL COMMISSIONS

§1. An internal appeal against the decisions of the field-specific doctoral commissions can be submitted to the Vice-Rector in charge of Research within a period of one month following the notification of the disputed decision.

§2. The appeal is investigated by the Vice-Rectors for Research and Education. The decision rendered is communicated by the Vice-Rector in charge of Research to the PhD student, to the supervisor as well as to the field-specific doctoral commission involved, within a month following introduction of the appeal.

## THE THESIS SUPERVISOR

### ARTICLE 13. DESIGNATION

§1. Each doctoral thesis is supervised by a thesis supervisor who is a member of the UNamur staff qualified to direct a doctoral thesis there. The qualification criteria for directing a doctoral thesis at UNamur are established in appendix 3 to the present regulations.

§2. If the research topic justifies it, the PhD student may have several supervisors, at least one of whom is qualified by UNamur to direct a doctoral thesis.

§3. The supervisor(s) specify(ies) the importance and the limit of the logistical resources that they can make available to the PhD student.

### ARTICLE 14. UNDERTAKING OF THE SUPERVISOR

§1. In accordance with the European Charter for Researchers, the supervisor undertakes to effectively and personally direct the works relating to the preparation of the thesis.

He will take care to maintain a structured, regular, constructive and positive relationship with his PhD student.

In particular, the supervisor will take care to devote sufficient time to supervising the thesis so as to offer the PhD student adequate support, by sharing his knowledge with the PhD student, for the advancement of the latter's research work. The supervisor will provide the PhD student with constructive feedback for the advancement of his work, and the supervisor will inform the PhD student about the institutional and budgetary context governing his research environment.

Finally, the supervisor will provide support to promote the PhD student's personal and professional development.

## THE PHD STUDENT

### ARTICLE 15. UNDERTAKING OF THE PHD STUDENT

§1. In accordance with the European Charter for Researchers, the PhD student will take care to regularly inform the supervisor on the advancement of the research, the progress achieved and the results obtained.

Moreover, the PhD student will be sure to respect the undertakings agreed upon with the supervisor (programmes, stages, reports or other possible works). The PhD student will inform his supervisor if

the project is delayed, redefined or completed, or if it must be finished more quickly or suspended for any reason.

§2. Upon his enrolment, the PhD student undertakes to respect the present regulations as well as their appendices.

§3. The PhD student may invoke his enrolment to the doctoral programme in order to benefit from an adequate scientific environment.

## THE SUPERVISION COMMITTEE

### ARTICLE 16. COMPOSITION

The PhD student's supervision committee is composed of his supervisor(s) and at least two other members having given their written consent to the supervisor(s). At least one member of the supervision committee will be preferably chosen from outside UNamur or at least from outside the department<sup>1</sup> or faculty, for faculties that are not composed of departments, to which the thesis supervisor belongs.

The members of the supervision committee must hold a doctorate obtained after the defence of a thesis or demonstrate equivalent competence.

### ARTICLE 17. MISSIONS

The supervision committee guides and advises the PhD student, reinforces the actions of the supervisor with regard to the orientation of the research and broadens the PhD student's network of scientific contacts.

The supervision committee can advise the PhD student in the development of his doctoral training programme. The members of the supervision committee undertake to provide the PhD student regular assistance via an ongoing dialogue throughout his doctoral programme.

## THE EQUIVALENCE COMMITTEES

### ARTICLE 18. ROLE

§1. The equivalence committees are the bodies that are competent to rule on the equivalence of studies done outside Belgium to the academic degrees of doctor awarded by UNamur.

§2. They rule on the basis of the file produced by the applicant, in accordance with the provisions contained in article 20, §2 and on the basis of the opinion rendered by the body constituted in accordance with article 20, §3.

### ARTICLE 19. CONSTITUTION

Two equivalence committees are constituted:

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<sup>1</sup> The term "Department" is defined in art. 25 of the Organic Regulations of UNamur.

- one for the sector of the « Human and Social Sciences » for the fields of study 1°, 3° to 7° , 9° and 10°bis as defined in the article 83, §1 of the 'landscape' decree;
- the other for the sector of « Health, Sciences and Technology » for the fields of study 11°, 12°, 14° and 17° as defined in the article 83, §1 of the 'landscape' decree.

Each committee is composed of the president, the secretary and a third member of the field specific doctoral commission; at least one of these three members is from the UNamur academic staff, within the meaning of article 15, §1, 54° of the 'landscape' decree.

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## ARTICLE 20. EXAMINATION OF THE REQUESTS

§1. Doctoral degree equivalence requests are submitted to the secretariat of the Rector. The same applies for equivalence certification requests for a doctoral degree submitted within the framework of an application for a grant from the F.R.S.-FNRS.

§2. The applicant must produce the following documents for the request to be admissible:

- an authenticated copy of the diploma of doctor with thesis, together with a translation produced by a sworn translator. Diplomas in English, French, Dutch, German, Italian, Spanish or Portuguese are exempted from the translation obligation;
- a copy of the second-cycle diploma, as well as a copy of the diploma(s) for post-graduate degrees, if relevant;
- a paper copy of the doctoral thesis (which will later be returned to the applicant);
- an abstract in English or French, if the thesis is not written in either of those languages;
- A curriculum vitae that contains, in addition to the precise contact details of the applicant, the name and position of the supervisor, the titles (and any mentions) of the years of study he pursued, a list of publications (in particular those relating to the thesis) and communications presented at international conferences and any other details that the candidate deems relevant in the context of examining his file;
- as applicable, the name of a contact person at UNamur (obligatory in the case of a request introduced in view of an application for an F.R.S.-FNRS grant).
- if it is available, the doctoral regulations of the university that awarded the diploma of doctor with thesis for which the equivalence certification request is submitted, or any other document making it possible to validly determine the conditions of access to the doctoral studies programme, as well as the accreditation or the recognition by the competent foreign authorities of the institution having awarded the diploma and the effects attributed to the diploma by the competent foreign authorities.

§3. If the file is found to be admissible, it is first sent to an advisory body responsible for examining the request and submitting a reasoned opinion to the equivalence committee.

The advisory body brings together specialists from the field concerned by the equivalence request. It is composed of three members appointed by the equivalence committee as a function of their competence.

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## ARTICLE 21. EQUIVALENCE DECISION

In case of a positive decision, a certificate of equivalence is issued by the equivalence committee. The original of this certificate is sent to the secretariat of the Rector for further action.

In the event of a negative decision, no appeal is possible at UNamur.

## CHAPTER III - THE DOCTORAL CURRICULUM

### ARTICLE 22. STAGES OF THE DOCTORAL CURRICULUM

In addition to the doctoral training, the doctoral curriculum includes six obligatory stages: admission to the doctoral programme, enrolment, the mid-term evaluation, constitution of a thesis jury, the private defence and the public defence.

#### ADMISSION

### ARTICLE 23. GENERAL CONDITIONS FOR ADMISSION TO THIRD-CYCLE STUDIES

§1. Under the general conditions established by the academic authorities, access to third-cycle studies with a view to obtaining the degree that sanctions them is granted to students who hold:

1. an academic degree of master with at least 120 credits;
2. a similar academic degree issued by an establishment of higher education, within the French Community or outside of it- pursuant to a decision of the academic authorities and under the additional conditions that they establish;
3. a foreign academic degree recognised as equivalent to those mentioned in the subsections 1° to 2° in application of this decree, a European directive, an international convention or some other legislation, under the same conditions.
4. an academic degree of specialisation master in education sections 1 and 2 or an academic degree of specialisation master in education sections 3, 4 and 5, as defined by the article 43, §4 of the decree of February 7, 2019, that defines the initial education of teachers.

The additional access conditions referred to in 2° are intended to ensure that the student acquired the subject matters and skills required for the intended studies. When these additional access conditions consist of one or more additional courses, these-courses cannot represent for the student more than 60 supplementary credits, taking into account all of the credits that will otherwise be assigned a value at the time of admission. These courses form part of the student's programme of study.

§2. Under the general conditions established by the academic authorities, the student holding a second-cycle title, diploma, degree or certificate, within the French Community or outside of it- which does not give him access to third-cycle studies under the preceding subsection can, however, be admitted to them by the jury of the intended studies under the additional conditions that it sets, if all of the higher studies that he successfully followed are assigned a value by the jury of at least 300 credits.

§3. Notwithstanding these general conditions, under the complementary conditions that they establish, the academic authorities may also give admission to third-cycle studies to holders of a title,

diploma, degree, or certificate issued outside of the French Community which, in this system of origin, gives access directly to the doctoral training programmes or studies and works relating to the preparation of a doctoral thesis, even if the studies sanctioned by these titles or degrees are not organised there in distinct cycles or over a period of at least five years.

This admission must be exceptional and duly justified, notably on the basis of the formal and authentic proof of a PhD student's capacities to pursue doctoral studies in his system of origin.

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#### ARTICLE 24. SPECIFIC CONDITIONS FOR ADMISSION TO THE DOCTORAL PROGRAMME AT UNAMUR

§1. To be admitted to the doctoral programme at UNamur, in addition to the general conditions for admission to third-cycle studies provided for in article 23, the candidate must:

1. be supervised by one or more thesis supervisors, within the meaning of article 13 of the present regulations;
2. present a research project bearing a provisional title and an outline of its objectives, supported by the supervisor(s), and possibly by a faculty committee, who thus believe that this project is likely to lead to a good-quality doctoral thesis;
3. propose a supervision committee, in agreement with his supervisor(s) and, if applicable, the faculty commission mentioned in 2°;
4. propose a draft doctoral training programme of at least 60 credits, adapted to his scientific profile and meeting the needs of the proposed research project., in agreement with his supervisor(s) and, if applicable, the faculty commission mentioned in 2°.

§2. The candidate may be required, by the field-specific doctoral commission, to follow, under additional conditions, one or more additional courses notably from second-cycle studies. These additional courses may not represent more than 60 credits, taking into account all of the credits which can be assigned a value at the time of admission.

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#### ARTICLE 25. ADMISSION PROCEDURE

§1. Candidates wishing to start a doctoral curriculum at UNamur submit their file via the doctoral programme admission application form available on the web pages of the Enrolment Office (<https://www.unamur.be/inscription/doctorat>) and in accordance with the deadlines mentioned there.

§1*bis*. Once the file has been completed by the candidate for the Enrolment Department, the latter submits, within one month, the admission requests to the field-specific doctoral commission responsible for the field of study of the envisaged doctoral thesis.

§1*ter*. The commission verifies the fulfilment of the above-mentioned admission conditions and renders a reasoned admission decision within a period of one month dating from the receipt of the request. This decision is communicated immediately to the candidate, to his supervisor as well as to the Enrolment Office.

§2. When a thesis proposal relates to several fields of study that do not fall within the scope of a single field-specific doctoral commission, the two field-specific doctoral commissions decide on the request for admission.

The field-specific doctoral commission responsible for the field of the diploma to be delivered is being delegated the monitoring of the PhD student's doctorate curriculum.

## ENROLMENT

### ARTICLE 26. FIRST ENROLMENT

§1. When the admission request has been validated by the field-specific doctoral commission concerned, the Enrolment Office of UNamur enrolls the candidate, after receipt of his registration fees and the orderly processing of his administrative file.

For registration requests formally validated by the Enrolment Office by December 31 at the latest, registration fees must be paid by February 1. For all doctoral registration requests validated after January 1, registration fees must be paid by the end of the month following the e-mail of the acknowledgement of receipt. Doctoral registration is confirmed by an e-mail sent to the PhD student and his supervisor(s) by the Enrolment Office.

§2. Notwithstanding §1, no registration fee can be demanded for an enrolment to third-cycle studies from members of the UNamur staff as well as from researchers of other research bodies, such as the FRS-FNRS and its associated funds which the university hosts.

### ARTICLE 27. ENROLMENT IN THE FOLLOWING ACADEMIC YEARS

§1. For each academic year, including the academic year in which the public thesis defence takes place, a re-enrolment request must be submitted by the PhD student to the Enrolment Office before September 30. The re-enrolment request is mandatory if the public defence takes place after September 13.

The Enrolment Office has one month from receipt of the complete application to analyse it and forward it to the field-specific doctoral commission.

Each new enrolment request requires the payment of the registration fees as well as the orderly processing of the administrative file of the PhD student before December 31.

§2. The field-specific doctoral commission handles this re-enrolment request, and considers in particular:

1. the case where, upon first enrolment, the supervision committee or the supervisor demanded a re-examination of the file at the time of the first re-enrolment;
2. the case where the doctoral conditions (identity of the supervisor, composition of the supervision committee, joint programme, working conditions entailing a modification of the ethical undertakings) as specified during the previous enrolment were modified;
3. the case where notifications that should have been made by the supervision committee were not communicated to the field-specific doctoral commission.

The field-specific doctoral commission makes a decision concerning the request within a period of one month dating from its receipt and communicates it immediately to the PhD student, to his supervisor as well as to the Enrolment Office.

## THE MID-TERM EVALUATION

### ARTICLE 28. OBJECTIVE

The purpose of the mid-term evaluation is to allow the supervision committee to assess, on the basis of the progress of the PhD student's research work, whether it is of such a nature as to successfully lead to the presentation of a doctoral thesis.

### ARTICLE 29. PERIOD

§1. The mid-term evaluation takes place within a period of 18 to 24 months from the date of admission to the doctoral programme.

This period is extended to 36 months for the persons who cannot devote themselves more than half-time to their doctoral research.

§2. If the circumstances justify it, the period can be prolonged by the supervision committee, with the field-specific doctoral commission's agreement on the proposed deadline.

This period may also be shortened according to the same procedure, due to particular circumstances notably including constraints imposed by the financial sponsor funding the PhD student's research within the framework of the renewal of the grant or the doctoral scholarship.

### ARTICLE 30. COMPLETION

§1. During the mid-term evaluation, the PhD student meets, in a manner determined by his supervisor(s), the members of the supervision committee in order to confirm the PhD student's commitment to his doctoral research on the basis of documents that he produces and which attest to the scientific activities he has conducted since the start of his doctoral career. The PhD student then outlines his projects for the continuation of the doctorate.

§2 The supervision committee drafts a written report which is dated and signed by all of its members.

This report is sent by the supervisor to the PhD student and to the field-specific doctoral commission. Within a maximum period of one month, dating from the receipt of this report, the doctoral commission authorises the continuation of the doctorate, refuses it, or sets a period of at most 12 months from its decision in order to repeat the mid-term evaluation.

If applicable, the commission validates the doctoral training acquired on the basis of a certificate from the supervision committee specifying the number of credits to be validated. Its conclusions are immediately communicated to the PhD student and the Enrolment Office.

## CONSTITUTION OF THE THESIS JURY

### ARTICLE 31. COMPOSITION OF THE JURY

The jury, composed of at least five members, includes, the president of the jury, the supervisor(s) of the thesis and at least three other members, of whom at least two do not belong to UNamur and are selected because of their scientific competence on the subject of the defended thesis. The jury includes



at least one member who is not a co-author of a publication of (any of) the supervisor(s) and of the PhD student.

The members of the jury must be holders of a PhD degree or enjoy a recognition by the supervision committee that reflects a high scientific competence in the field.

The jury is chaired by the dean of the relevant faculty or by his representative, a member of the UNamur academic staff that he designates. This delegation is obligatory if the dean is himself a thesis supervisor. The secretary of the jury is (one of) the supervisor(s).

In the case of a thesis prepared under a joint programme, if the laws or regulations applicable to the partner establishment contain a stipulation comparable to article 131, § 3 of the 'landscape' decree, the jury is endowed with two co-presidents, one from each of the partner establishments.

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#### ARTICLE 32. CONSTITUTION PROCEDURE

§1. When the supervision committee believes that the PhD student's research work is finished and it determines that the doctoral training has been completed, it establishes, using the form provided in appendix 5 to the present doctoral regulations, the definitive title of the thesis as well as a formal proposal for composing a thesis jury (in addition to its president and the thesis supervisor(s)), for validating credits for the doctoral training, as well as, in agreement with the PhD student, a date for the private thesis defence.

§2. After validation by the field-specific doctoral commission, the thesis jury proposal is sent for approval to the dean of the relevant faculty. In case of agreement, the dean designates, if necessary, his representative and invites the members.

If the dean disagrees with the proposal of the field-specific doctoral commission, the Vice-Rector in charge of Research arbitrates. The designation of the thesis jury is conditional upon verification by the ADEN that the PhD student is registered as a student enrolled in the doctoral programme for the academic year in progress and that the registration fees have been paid.

#### THE PRIVATE DEFENCE

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#### ARTICLE 33. OBJECT OF THE DEFENCE

§1. The private thesis defence consists of an examination, by the thesis jury, of the text submitted by the PhD student and a discussion with the latter about the research results.

This discussion may be preceded by an oral presentation of the results by the PhD student, who will have been informed of this obligation by his supervisor at the latest two weeks before the date of the private defence.

The total duration of the meeting may not exceed five hours.

§2. If the thesis, or a part of it, must be kept confidential, due either to a confidentiality agreement or to a possibility of protection of the results by patent or for any other reason, the members are required

to sign a confidentiality agreement, the model for which can be found in appendix 6 to the present regulations.

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#### ARTICLE 34. PRESENCE OF THE JURY

The full jury participates during the private defence, either physically or by video conference.

In case of a justified absence, the absent member forwards to the president of the jury, before the meeting, a written report detailing his reasoned opinion of the merits of the thesis and a list of questions that he wishes to pose to the PhD student.

In any case, two members of the jury in addition to the president must participate either physically or by video conference.

In the event that a supervisor is unable to attend the private defence due to long-term or indefinite absence, including illness, he must be replaced in his role as the secretary of the jury.

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#### ARTICLE 35. SUBMISSION OF THE MANUSCRIPT

At the latest one month before the date set for the private defence, the PhD student submits the provisional text of the thesis to the members of the jury. The jury can accept an electronic manuscript. The thesis is written either in French or English, or in some other language accepted by the jury.

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#### ARTICLE 36. DELIBERATION AND RESULTS

§1. At the conclusion of the private defence, the jury deliberates in secret and pronounces on the admissibility of the thesis.

The result of the deliberation is set down in an official private defence report which is immediately communicated to the PhD student and sent to the field-specific doctoral commission.

If the thesis is found to be admissible, the jury sets with the PhD student the date and time of the public defence, which will take place at least ten working days and at most three months after the private defence, and communicates this information to the field-specific doctoral commission.

If the thesis is judged to be admissible subject to modifications to be made to the text, the supervisor(s) is(are) responsible for verifying and approving these modifications before the date of the public defence, which is set as a function of the time necessary for making these modifications. These modifications cannot, in any case, take more than three months of full-time work to implement. Exceptionally, this period can be extended to six months, on the basis of a reasoned opinion from the supervisor(s) and with the agreement of the thesis jury. Otherwise, a new private defence must be organised.

In the event of a decision of non-admissibility, the jury sets a period before a new private defence.

§2. The jury also validates the doctoral training of the PhD student and, if necessary, the credits relating to the additional courses referred to in article 23 of the present regulations, upon attestation of the supervision committee.

## THE PUBLIC DEFENCE

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### ARTICLE 37. OBJECT OF THE DEFENCE

The public defence consists of an oral presentation by the PhD student of the results of the research work that led him to the defence of his thesis. The PhD student demonstrates the qualities and originality of his work, as well as his abilities for scientific popularisation.

The presentation is followed by a discussion between the PhD student and each of the members of the jury, and then, in some cases, members of the audience. The total duration of the meeting may not exceed three hours.

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### ARTICLE 38. PRESENCE OF THE JURY

The members of the jury participate in the public defence either physically or by video conference.

At least half of the jury members, including the supervisor(s), must be present.

If the president of the jury cannot be present and if the quorum is reached, the jury chooses a new president in his place, who is a member of UNamur but must not be a supervisor of the PhD student. When all other members of the jury are external to UNamur, the jury may co-opt a substitute member from among UNamur academic staff authorized to chair a thesis jury.

In the event that a supervisor is unable to attend the public defence due to long-term or indefinite absence, including illness, he must be replaced in his role as the secretary of the jury.

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### ARTICLE 39. SUBMISSION OF THE MANUSCRIPT

At least one week before the public defence, the PhD student delivers to the members of the jury a definitive copy of his thesis, approved by his supervisor(s), in electronic form or in the form of a bound or softcover book.

He sends an electronic copy to the University Library Moretus Plantin. A copy in the form of a bound or softcover book is delivered to each member of the jury, at the latest on the day of the public defence.

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### ARTICLE 40. DELIBERATION AND RESULTS

Immediately after the public defence, the members of the jury withdraw to deliberate. The jury deliberates in a private session. All members of the jury have a duty to respect the secrecy of the deliberations and any votes.

Each member of the jury has one vote and participates in the deliberation in person or, in the case of force majeure referred to in article 38 subsection 2, via a written evaluation. Decisions are taken by simple majority. In case of a tie, the president has the deciding vote. The jury rules in a sovereign and collegial manner.

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### ARTICLE 41. GRANTING OF THE DOCTORAL DEGREE

§1. If the jury ascertains that the minimum number of credits has been acquired, that the conditions of the programme of studies are satisfied, that the conditions of access to the studies were satisfied and that the student is regularly enrolled, it confers the academic degree of doctor on the PhD student.

§2. The degree is conferred without distinction.

§3. The jury justifies its decision in an official public defence report that refers at a minimum to the criteria established in §1, prepared in two originals, signed by all of the jury members present.

On the opinion of the supervision committee, the jury certifies the training courses taken and the works conducted by the PhD student as well as the conclusions of the jury's discussions. The members of the jury immediately sign any additional documents.

§4. The president of the jury announces the result in public session.

§5. If the jury decides not to confer the doctoral degree, a certified true copy of the official public defence report is communicated to the PhD student by the Enrolment Office within fifteen days following the public defence.

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#### ARTICLE 42. AWARDING OF THE DIPLOMA

§1. The diploma is signed forthwith by the new doctor, the president and the secretary of the jury.

§2. Within a maximum period of one month, the diploma is sent with an original of the official public defence report to the Enrolment Office, which submits it to the Rector for signing. The second original of the official public defence report is sent to the competent administrative service of the relevant faculty. This original is preserved in the dean's office. A copy thereof is sent by the secretary of the jury to the competent field-specific doctoral commission.

§3. The diploma, duly signed by the Rector, and an original of the official public defence report are sent to the new doctor.

#### THE ABANDONMENT OF THE THESIS

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#### ARTICLE 43. ABANDONMENT OF THE PHD STUDENT'S THESIS

§1<sup>er</sup> If the PhD student does not re-register for the doctorate within the required timeframe, the thesis is deemed to have been abandoned.

§2 During the academic year, the PhD student must notify in writing his supervisor(s) and the President of the doctoral commission of his decision to abandon the thesis.

## CHAPTER IV – PARTICULARITIES

### THE JOINT THESIS PROGRAMME

#### ARTICLE 44. REASON FOR THE JOINT THESIS PROGRAMME

If scientific reasons justify it, the doctorate can be conducted within the framework of a joint thesis programme between UNamur and another establishment of higher education, both of which are qualified to award the degree of doctor with thesis.

#### ARTICLE 45. JOINT PROGRAMME AGREEMENT

§1. In the case of a joint thesis programme, an agreement is concluded between UNamur and the partner establishment at the latest at the time of the mid-term evaluation.

§2. To work out a joint programme agreement, the PhD student or the supervisor from UNamur makes a request to the address [cotutelle@unamur.be](mailto:cotutelle@unamur.be). The « joint programme » unit of the ADEN works together with the members of UNamur and the representatives of the partner establishment in order to draft the agreement. This agreement must be in conformity with the regulatory provisions applicable within UNamur as well as with the standard joint programme agreement included in appendix 1 to the present regulations.

The joint programme agreement is then submitted to the competent field-specific doctoral commission as well as to the dean of the faculty for information. After approval of the commission and information of the dean, the Rector of UNamur is invited to sign the agreement.

§3. The joint programme agreement notably specifies the allocation of the PhD student's research time and the doctoral training programme within each of the establishments. The PhD student undertakes to comply with the rules in effect in each of the two establishments.

§4. Any modification of the joint programme agreement shall form the object of an amendment.

### THE EUROPEAN DOCTORATE

#### ARTICLE 46. CONDITIONS FOR THE « EUROPEAN DOCTORATE » LABEL

The European doctorate is a « label » awarded in addition to the doctoral diploma when all of the following conditions are met:

- the doctorate must have been prepared in part during a research stay of at least three consecutive months in a Member State of the European Union other than Belgium;
- the authorisation of the defence is granted in light of reports written by at least two professors or equivalent belonging to establishments of higher education of two different states of the European Union, other than that in which the doctorate is defended;
- at least one member of the jury must belong to an establishment of higher education of a state of the European Union other than that in which the doctorate is defended;
- a part of the defence must be carried out in a European national language other than the national language(s) of the country where the doctorate is being defended.

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#### ARTICLE 47. GRANTING OF THE LABEL

§1. The request for a European doctorate label is addressed by the PhD student, at the conclusion of the private defence, to the field-specific doctoral commission.

The request file includes:

- a certificate of the host establishment confirming that the PhD student accomplished a research stay in another member state of the European Union and specifying the precise dates of the beginning and end of the research stay, the name of the supervisor and of the unit or laboratory of the host establishment;
- a copy of the official private defence report.

§2. The field-specific doctoral commission makes its decision at the latest one week before the public defence and communicates it to the president and to the secretary of the jury.

§3. At the conclusion of the public defence, the official public defence report mentions that a part of the defence took place in a national language of the European Union other than the national language(s) of the country where the doctorate is being defended, and specifies the language used.

§4. The granting of the European doctorate label is formalised by the issuance of a certificate in conformity with appendix 2 to the present regulations, signed at the same time as the doctoral diploma by the president and the secretary of the jury.

This certificate is annexed to the doctoral diploma. However, it is distinct from the latter.

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### CHAPTER V – ENTRY INTO FORCE AND FINAL PROVISIONS

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#### ARTICLE 48. ENTRY INTO FORCE

The present doctoral regulations enter into force as of the 2023-2024 academic year.

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#### ARTICLE 49. EARLIER, MORE FAVOURABLE PROVISIONS

PhD students having been admitted to the doctoral programme prior to the entry into force of the present version of the doctoral regulations may request, from their supervision committee and the field-specific doctoral commission, the application of provisions present in an earlier version of the Doctoral Regulations of UNamur that may be more favourable for them, provided that this version applied at the time of their enrolment request or later.

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#### ARTICLE 50. CALCULATION OF THE PERIODS

The periods applicable within the framework of the decision-making of the bodies of UNamur and within the framework of the appeal actions are suspended between 15 July and 15 August.



Logo of partner university 2

## JOINT THESIS PROGRAMME AGREEMENT

For the benefit of [First name LAST NAME of the PhD student]

BETWEEN

The University of Namur, (hereafter referred to as « UNamur »),  
Rue du Bruxelles 61, 5000 Namur,  
represented by Prof. Annick Castiaux, Rector,  
in the presence of Prof. [Name of the Supervisor·], Supervisor·,

AND

[Name of the partner university], (hereafter referred to as [acronym of partner]),  
[Address],  
represented by Prof. [Name of the Rector·], Rector·,  
in the presence of Prof. [Name of the Supervisor·], Supervisor·,  
Hereafter referred to jointly as « the partner Establishments »,

AND

[LAST NAME First name],  
Born on [Date of birth] at [Place of birth], [Country of birth]  
Hereafter referred to as « the PhD student »,

UNamur, [Name of the partner university], and the PhD student are hereafter referred to individually as « the Party » and collectively as « the Parties ».

GIVEN THE APPLICABLE LEGISLATIVE AND REGULATORY PROVISIONS

**For the partner Establishments,**

- the Decree of 7 November 2013 defining the landscape of higher education and the academic organisation of studies;
- the Law of 27 July 1971 on the financing and control of university institutions;
- the Decree of 11 April 2014 adapting the financing of establishments of higher education to the new organisation of studies;
- the uniform regulations for juries responsible for conferring doctoral degrees of the Academy of Research and Higher Education (ARES) of the French Community of Belgium, approved at its meeting of 10 June 2014;
- the Decree of the Government of 22 June 2016 determining the models of diplomas and supplements to diplomas awarded by establishments of higher education and juries of higher education of the French Community.

**For UNamur,**

- the doctoral regulations of UNamur;
- the general regulations with regard to ownership, protection and commercialisation of the results of research conducted at the University of Namur;

**For [acronym of partner],**

- [the statutes and/or internal regulations of the university specific to the organisation of studies leading to the granting of the title of doctor.];
- *(add other categories if necessary)*

**HAVE AGREED TO THE FOLLOWING PROVISIONS.**



## GENERAL PROVISIONS

The purpose of the joint thesis programme procedure established by the present agreement between the partner Establishments is to institute and develop an academic and scientific cooperation by promoting the mobility of PhD students.

The general provisions of the agreement, notably those relating to the protection of the thesis subjects as well as the ownership, publication, use and protection of the research results must be ensured to be in accordance with the specific procedures in force in the French Community of Belgium as well as with the internal regulations of each of the partner Establishments on the subject. In the event of any contradictory provisions, they will form the object of arbitration between the partner Establishments.

[If need be, also take a look at any other agreements linked to the implementation of the joint doctoral thesis programme as an agreement relating to the financing of the doctoral thesis (see Appendix 2).]

## TITLE I. ADMINISTRATIVE TERMS

### Article 1 – Identification of the candidate and the subject of the thesis

§1. The candidate of the joint thesis programme forming the object of this agreement is:

[First name LAST NAME]

Nationality: .....

§2. The subject of the thesis of the PhD student is:

.....  
.....  
.....  
.....  
.....  
.....

A description of the thesis is attached to the present agreement (Appendix 1).

### Article 2 – Registration terms

§1. In accordance with the doctoral regulations in effect in the French Community of Belgium as well as in the partner Establishments, the PhD student is allowed to prepare his thesis under a joint programme after having obtained the favourable opinion of the relevant authorities in the partner Establishments and having enrolled in the two partner Establishments.

§2. The PhD student enrolls in the doctoral programme at UNamur in [field(s) of study] and at [acronym of partner] in [field(s) of study].

The doctorate is supervised by the thematic doctoral college [X].

§3. The PhD student enrolls each year in the doctoral programme as well as for doctoral training in each of the two partner Establishments.

At the time of the first enrolment in the doctoral programme, he pays full registration fees at [UNamur or acronym of partner] and enrolment fees in the other partner Establishment, unless he qualifies for an exemption from the fees.

Each subsequent academic year, including the academic year in which his thesis is defended, the PhD student pays enrolment fees in the two partner Establishments, unless he qualifies for an exemption from the fees.

§4. The joint programme described in the present agreement enters into force in the academic year [N-N+1].

### Article 3 – Duration of the thesis

§1. The projected duration of the research works is set at [X] academic years dating from the start of the academic year [N-N+1]. The thesis defence is anticipated for the academic year [Year t-Year t+1].

§2. This duration can be extended after a favourable opinion from the competent bodies within the partner Establishments and at the proposal of the thesis supervisors designated in article 7.

### Article 4 – Calendar and mobility

§1. The duration of preparation of the thesis is allocated between the two partner Establishments according to a calendar worked out jointly by the two thesis supervisors, designated in article 7.

§2. In accordance with the doctoral regulations in effect in the partner Establishments, the duration of preparation of the thesis is at least [X time] in UNamur and at least [X time] in [acronym of partner].

### Article 5 – Financial provisions

§1. The registration fees remain acquired to the partner Establishment that collected them.

§2. The enrolment for doctoral training is submitted for financing by each of the partner Establishments in the amount of 50%. In all other cases, UNamur submits the enrolment for financing to the French Community in the amount of 100%. Moreover, it is agreed that each partner Establishment retains the subsidy thus collected.

§3. For the calculation of the financing by the CCD-ARES 'training costs', the enrolment in the doctoral programme is submitted for financing by each of the partner Establishments in the amount of 50%. Moreover, it is agreed that each partner Establishment retains the subsidy thus collected.

§4. After granting of the academic degree of doctor·, each Establishment declares the PhD student for financing in the amount of 50%. Moreover, it is agreed that each partner Establishment retains the subsidy thus collected.

#### Article 6 – Social provisions and insurance

§1. The PhD student can apply to benefit from social security coverage, in accordance with the laws in force in Belgium, subject to being properly enrolled. The PhD student can take out an additional insurance policy that covers illness and/or civil risks for the duration of any research stays spent outside of Belgium.

§2. With respect to civil liability:

- At UNamur, the PhD student is covered, as a result of his enrolment, for civil liability and personal accident risks when he is in the premises of UNamur.
- At [acronym of partner], the PhD student is covered, as a result of his enrolment, for civil liability and personal accident risks, when he is in the premises of [acronym of partner]

The respective insurance policies of each establishment cover accidents occurring in Belgium, on the direct and normal round-trip route, between the domicile, residence or lodging and the places where the research activities are conducted.

## **TITLE II. SCIENTIFIC TERMS**

#### Article 7 – Designation of the thesis supervisors

§1. The PhD student carries out his works under the control and responsibility of a· thesis supervisor·in each of the two partner Establishments, i.e. [First name and Last name] for UNamur and [First name and Last name] for [acronym of partner].

§2. These supervisors undertake to fully exercise the role of supervisor· of the PhD student and to assure the latter's supervision in accordance with the conditions in effect in each partner Establishment. They will consult with one another regularly on the progress of the PhD student's research work.

#### Article 8 – Supervision committee

A single supervision committee is formed in order to follow the progress of the thesis. It is composed of the two supervisors· and at least two other members, in accordance with the doctoral regulations in effect in the partner Establishments.

#### Article 9 – Doctoral training

With regard to the doctoral training programme, the PhD student must meet the requirements in effect in the two partner Establishments. The competent bodies define by mutual agreement

with the PhD student a single doctoral training programme that satisfy the requirements in effect in the two partner Establishments.

#### Article 10 – Language of writing and defence

§1. The thesis prepared under a joint programme will be written in [French and/or English and/or, if the nature of the thesis justifies it, in a language accepted by the competent bodies within each partner Establishment].

§2. The thesis will be defended in [French and/or English and/or, if the nature of the thesis justifies it, in a language accepted by the competent bodies within each partner Establishment].

#### Article 11 – Designation of the members of the thesis jury

§1. The members of the thesis jury are designated by mutual agreement by the two partner Establishments. The composition of the thesis jury meets the statutory and regulatory provisions in force in the two partner Establishments.

§2. The jury is composed of at least five members of which at least one member comes from outside of the two partner Establishments. The jury obligatorily includes the thesis supervisors designated in article 7. The jury is chaired by a member of the academic staff of the partner Establishment where the public defence is being held, which cannot be the thesis supervisor or co-supervisor.

§3. The members of the jury must be holders of the title of doctor obtained after defence of a thesis or enjoy the recognition of high scientific or artistic competence in the field of the thesis.

#### Article 12 – Private defence

§1. Authorisation for the thesis defence is given jointly by the two partner Establishments, according to the statutory and regulatory provisions in force in those Establishments.

§2. In accordance with the doctoral regulations applicable in the partner Establishments, the thesis gives rise to a private defence, organised at [UNamur or acronym of partner] in the physical presence of or by video conference with all of the members of the jury.

§3. Any travelling or accommodation expenses of the members of the jury who come from outside the partner Establishments are handled in consultation between the bodies of the two partner Establishments, in accordance with the regulations in effect within those Establishments and within the limits of the available resources.

#### Article 13 – Public defence

§1. In accordance with the doctoral regulations applicable in the partner Establishments, the thesis gives rise to a public defence, organised at [UNamur or acronym of partner] in the physical presence of or by video conference with the members of the jury.

§2. Prior to the public defence, the PhD student presents the results of his research in a seminar that is organised in the partner Establishment where the public defence is not being held.

§3. The date and place of the public defence are set by mutual agreement and in accordance with the doctoral regulations in effect in the partner Establishments.

§4. Any travelling or accommodation expenses of the members of the jury who come from outside the partner Establishments are handled in consultation between the bodies of the two partner Establishments, in accordance with the regulations in effect within those Establishments and within the limits of the available resources.

#### Article 14 - Granting of the degree of doctor· and diploma

On the basis of a favourable decision of the thesis jury during the joint deliberation as well as of the single deliberation report written by the thesis jury at the conclusion of the public defence, the degree of doctor· in [field of study] is conferred on the PhD student via a single diploma (or the degrees of doctor· in [field of study] and in [field of study] are conferred on the PhD student via a single diploma). This diploma explicitly refers to the joint programme agreement. The diploma as well as the diploma supplement are published and issued by the partner Establishment in which the public defence takes place.

#### Article 15 – Undertaking of the PhD student

The PhD student undertakes to respect the regulations in effect in the partner Establishments bound by this agreement. In particular, he will comply with the rules provided for the submission, notification and reproduction of theses.

#### Article 16 – Undertaking of the Parties

The Parties undertake to respect the ethical rules in effect within the partner Establishments, and to comply with the strictest rules amongst them.

### **TITLE V. OWNERSHIP OF THE RESULTS, CONFIDENTIALITY AND PUBLICATION**

#### Article 17 - Definitions

« Previously acquired knowledge » means all information, data (whether protectable or not), know-how, methods, softwares and codes and, in general, all intellectual property, that are (i) held by a Party prior to the signing of this agreement or developed by a Party after the signing of the agreement independently of the execution of the Research and (ii) necessary for executing the Research.

« Confidential information » means all information and/or all data under any form and of any nature whatsoever, including notably all written or printed documents, all samples, models and/or knowledge, whether patentable or not, disclosed by one Party to another Party under the agreement, including the Results and the previously acquired knowledge and on condition that the Party who discloses such information indicated clearly and unequivocally their confidential character or, in the case of an oral disclosure, that the Party who discloses such information made its confidential

character known orally at the moment of the disclosure and confirmed this character in writing within a period of thirty (30) days.

« Research » means the preparatory research works conducted by the PhD student within the framework of his doctoral thesis under a joint programme within the partner Establishments.

« Results » means all of the results, whether patentable or not (including the data, codes of calculations, information, creative ideas, inventions, developments and discoveries) and in general all of the intellectual property rights that will be developed by the partner Establishments and/or the PhD student in the course of implementing the Research.

« Common results » means all of the Results developed jointly by the partner Establishments and/or the PhD student within the framework of the execution of the Research.

« Own results » means all of the Results developed individually by a partner Establishment and/or the PhD student within the framework of the execution of the Research.

#### ARTICLE 18 – Ownership of the Results

§1. The PhD student undertakes to respect the university regulations in effect with regard to ownership, protection and commercialisation of the intellectual property of each partner Establishment.

The Parties acknowledge that each partner Establishment is the owner of the Results generated by the PhD student when he conducts the Research within its premises and/or under its responsibility.

The partner Establishments acknowledge that the copyrights on literary and artistic works generated by the PhD student within the framework of the Research are the exclusive property of the PhD student in accordance with the university regulations in effect within each partner Establishment.

The partner Establishments also undertake to respect the moral rights of the PhD student by designating him as inventor or co-inventor when he made an inventive contribution to the development of an invention leading to the filing of a patent application.

§2. Each Party shall retain exclusive ownership of its previously acquired Knowledge.

Each Party agrees to make its previously acquired Knowledge available, free of charge and non-exclusively, to the other Parties in so far as strictly necessary for the fulfilment of the works forming the object of the Research.

§3. The own Results belong to the partner Establishment within and/or under the responsibility of which such Results were generated and the latter can therefore decide to protect them and/or to freely exploit them.

§4. The common Results belong in co-ownership to the partner Establishments in proportion to the human, intellectual, material and financial resources allocated to obtaining them.

The partner Establishments shall adopt co-ownership rules between them within a period of six (6) months counting from the end of the Research. These co-ownership rules will define, in particular, the terms for the protection and exploitation of these common Results and the designation of the inventors. These terms, notably financial, for the submission and maintenance of any patents filed on the common Results as well as the division of income deriving from the exploitation of these Results,

shall be determined as a function of the respective contributions of the Parties and in accordance with the regulations applicable within each partner Establishment.

Each partner Establishment undertakes not to engage in any commercial exploitation of the common Results without having obtained the formal advance consent of the other partner Establishment.

Each partner Establishment can, freely and at no expense, use the Results for its own research needs and within the framework of research collaborations with third parties.

#### Article 19 – Confidentiality

§1. Each of the Parties undertakes, throughout the term of the Agreement and for a period of five (5) years after its expiration, to keep confidential and not to disclose to third parties, without the formal advance consent of the other Parties, the Confidential Information that will have been communicated to them within the framework of the present agreement.

The following information is not confidential:

- information that is or becomes generally available for the public upon their publication or later, other than by a fault or negligence of the Party that receives it;
- information that is obtained legally from a third party that is not subject to a confidentiality obligation;
- information that is known prior to its transmission by the Party which receives it as a result of its own studies, provided that this is proven by the latter;
- information that belongs to the Parties and is made public by the Parties themselves.

§2. The foregoing may not impair the right of defence of final dissertations or doctoral theses, it being understood that the partner Establishments will reach agreement on the measures to be taken to protect information, in accordance with the university regulations in effect.

#### Article 20 – Publication

§1. The Results deriving from the Research may form the object of communications and/or publications after approval of the PhD student's supervisors from each partner Establishment. They must notify their approval or their observations concerning the proposed communication and/or publication within thirty (30) calendar days from receipt of the request. Once this deadline has passed, their consent shall be deemed to be acquired.

Each supervisor may demand the introduction of certain modifications to or deletions from the text whose communication and/or publication is envisaged if the latter (i) contains all or part of the Confidential Information of the partner Establishments or (ii) if one of the partner Establishments wishes to protect all or part of the information contained in the communication and/or publication by patent. However, these modifications or deletions may not impair the scientific value of the proposed communication and/or publication. Moreover, each supervisor may delay the publication envisaged for a maximum period of six (6) months counting from receipt of the request, in the event that the

partner Establishment concerned wishes to protect by patent or any other means all or part of the information contained in the communication and/or publication.

§2. All of the publications and communications bearing on the Results shall mention the participation of the Parties in the implementation of the Research.

## **TITLE V. FINAL PROVISIONS**

### Article 21 – Cancellation

§1. Each partner Establishment is authorised to unilaterally cancel the present agreement, subject to reasonable justification.

In addition, the competent bodies of the partner Establishments can, by mutual agreement and subject to reasonable justification, put an end to the present agreement.

§2. An end can also be put to the agreement at the initiative of the PhD student via a cancellation letter addressed to the competent authorities of the two partner Establishments.

### Article 22 – Modifications

Any modification to the provisions adopted in the present agreement will have to form the object of an amendment signed and approved by all of the Parties.

### Article 23 – Disputes – Applicable law

§1. In the event of dispute, the partner Establishments and the PhD student undertake to do everything possible to reach an amicable solution. If no amicable solution can be found, the dispute will be submitted to the competent courts.

§2. This agreement is governed by and interpreted in conformity with Belgian law.

### Article 24 – Entry into force – Term

§1. The present agreement is concluded for a term of **[cf. article 3]** academic years as of the academic year **[N-N+1]**.

§2. If the PhD student has not defended his thesis before this deadline and the Parties do not demonstrate a determination to put an end to the present agreement, it is tacitly renewed until the academic year of the public defence.

Done on **[date of the last signature]** in as many originals as there are parties, with each party acknowledging receipt of one original,



For

UNamur

For

[acronym of partner]

The supervisor,

Professor XXX

The supervisor,

Professor XXX

The PhD student,

XXX

Signature

Signature

Signature

The Rector,

Professor Annick CASTIAUX

The Rector,

Professor XXX

Signature

Signature

EUROPEAN DOCTORATE LABEL

Academic year .... / ....

Certificate of the « European doctorate » label conferred upon [*Last name and first name*], born at [*City/Country*], on [*date of birth*] and holder of the degree of doctor in [*field of study*] granted by the **University of Namur**.

The jury certifies that ..... [*Last name and First name*] has fulfilled the conditions provided for in article 41 of the doctoral regulations of the University of Namur with a view to obtaining the European doctorate label.

Title of the thesis:

.....

.....

.....

Supervisor(s) of the thesis:

.....

.....

*(Last name, first name, institution the supervisor(s) belong to, with mention of the country)*

The authorisation for public defence was given in consideration of the private defence deliberation report to which contributed:

- .....
- .....
- .....
- .....
- .....
- .....

*(Last names, first names, institutions the members of the jury belong to, with mention of the country)*

The thesis was defended in [*specify a language of the EU, including French*] and, partially, in [*specify a different language of the EU, including French*].

The research stay(s) abroad took place from [*starting date of the stay*] to [*ending date of the stay*] in the team of Prof./Dr. [*Name of the supervisor in the host entity*] of [*Name of the host laboratory or unit*] of [*Name of the host establishment, address with mention of the country*].

In witness whereof, the jury awards to [*Last name and first name*], the European doctorate label.

Done at Namur, [*Place and date of the public defence*]

President of the jury

Prof. [Last name First name]

Signature:

Secretary of the jury

Prof. [Last name First name]

Signature:

### Preamble

To be admitted to the doctoral programme, the doctoral regulations of the University of Namur provide, amongst other conditions, that the candidate must have a thesis supervisor in one of the faculties of UNamur qualified to direct a doctoral thesis there. The supervisor undertakes to effectively and personally direct the works relating to the preparation of a thesis.

If the research topic justifies it, the candidate may have several supervisors, at least one of whom is 'qualified' for supervising a doctoral thesis at UNamur<sup>2</sup>.

It is important that the supervisor, a 'qualified' member from UNamur, is available to ensure the supervision of the thesis works until completion of the doctorate.

In addition, since the designation of thesis supervisors constitutes an integral part of the doctorate programme admission procedure, the field-specific doctoral commission remains the decision-making body with regard to the approval of the complete file of the candidate and, consequently, has the right to refuse proposals deemed inappropriate with regard to thesis direction, even if the proposed supervisor meets the qualification criteria for directing a thesis.

### Qualification criteria for directing a doctoral thesis

- 1) Criteria related to the status of supervisor: 'qualified' supervisor or 'authorised' supervisor
  - a) The following persons are regarded as supervisors who are 'qualified' to direct a doctoral thesis:
    - members of the UNamur academic staff who have a definitive appointment or were hired for an unlimited term, provided that they belong either to the teaching staff or to the scientific staff of at least rank B or level C;
    - members of the UNamur academic staff in a probationary period;
    - standing researchers from the F.R.S.-FNRS affiliated with UNamur.
  - b) The following persons are regarded as supervisors who are 'authorised' to direct a doctoral thesis (provided that a 'qualified' supervisor is also designated):
    - any other person who holds a title of doctor obtained after the public defence of a thesis for at least 3 years or a Senior Fellow/Researcher in Higher Education and hired definitively.
- 2) Criteria related to the availability of the qualified supervisor until completion of the doctorate
  - a) The supervisor must be available for the time necessary to supervise the entire thesis.
  - b) At the time of the admission to the doctoral programme, if the proposed supervisor is three years or less from his admission to emeritus status or his departure for retirement, it is the responsibility of the field-specific doctoral commission to appoint, within the supervision committee, a member (fulfilling the criteria of a 'qualified' supervisor) who then officially

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<sup>2</sup> Article 13 of the doctoral regulations of UNamur.

becomes the second supervisor following the primary supervisor's admission to emeritus status or his departure for retirement.

- c) The co-supervision of theses by emeritus professors is governed by the provisions set forth in the statutes of the academic staff.

### Preamble

**Article 1** - The doctoral training programmes lead to the issuance of a research training certificate with a lump-sum of 60 training credits. These credits must be obtained in accordance with the conditions described below.

Their obtainment is obligatorily certified by the supervision committee when it also formulates its proposal for the jury composition and the date of private defence<sup>3</sup>. It can also be certified during the mid-term evaluation<sup>4</sup>.

It is the responsibility of the supervision committee to verify that the activities for which credits are claimed really took place. It thereby fulfils the responsibility that devolves upon it in application of article 8 DRUN.

### Article 2 – §1.

The doctoral training project is worked out in agreement with the supervisor(s) and, possibly, with the members of the supervision committee<sup>5</sup> which follows the progress of the doctoral training<sup>6</sup>.

§2. If the doctoral training programme mentioned in §1 includes course units already taken successfully by the candidate within the framework of a master with a research specialisation in the same field as that of the doctorate, the candidate is exempted from them.

In application of article 117 of the 'landscape' decree, training activities performed after the awarding of the degree giving access to third-cycle studies and before the enrolment in these studies may be proposed in the doctoral training project if they are relevant to and coherent with his thesis project. Nevertheless, they cannot exceed ten credits.

However, the diplomas, titles or degrees obtained at the conclusion of at least one year of study performed in the interval between the awarding of the degree giving access to the doctoral programme and the admission to the doctoral programme, if they were obtained in the field of his thesis, shall be assigned a value of 30 credits, without prejudice to the limit set in article 8 of the present appendix. It is incumbent upon the field-specific doctoral commission concerned to assess whether titles acquired outside of the French Community of Belgium correspond to the field of the thesis.

**Article 3** - The competent field-specific doctoral commission or the person that it delegates for this purpose validates the doctoral training credits on the basis of the certificate issued by the supervision committee.

**Article 4** - The doctoral training credits awarded by the competent field-specific doctoral commission in application of article 8 DRUN are definitively acquired and are counted by the supervision committee. However, additional courses required by the field-specific doctoral commission under the

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<sup>3</sup> Article 32 §1 of the Doctoral Regulations of UNamur (hereafter referred to as 'DRUN').

<sup>4</sup> Article 28 DRUN.

<sup>5</sup> Article 16 DRUN.

<sup>6</sup> Article 6 DRUN.

terms of article 115 §1, 2° of the 'landscape' decree are not counted in view of the minima and maxima mentioned below.

**Article 5** - The doctoral training credits to be considered by the supervision committee are classified under four categories: « courses », « scientific activities », "research stay abroad" and « didactic and service activities ».

**Article 6** - The communication of the information referred to in article 14 subsection 2, article 15 subsection 4 and article 16 subsection 2 of the present appendix must take place before the last day of the quarter following the PhD student's admission to the doctoral programme.

**Article 7** - In order to guarantee equal treatment to all PhD students from the same field of study with regard to article 14 subsection 2, article 15 subsection 3 and article 16 subsection 2 of the present appendix, the competent field-specific doctoral commission may enact uniform standards for a particular field, after approval by a joint meeting of the field-specific doctoral commissions, chaired by the Vice-Rector in charge of Research. These provisions enter into force at the time of their communication to the PhD students concerned.

The PhD students who have already received communication of the decision of their supervision committee in this matter may take advantage of the decision that is most favourable for them.

## 1. Courses

**Article 8** - By "course" is understood any activity where the PhD student is in a position of listener. The minimum to be attained for this category is 10 credits. Whatever the extent of the activities of this type, the supervision committee may not assign then a value of more than 30 credits.

**Article 9** - The « courses » (referred to in article 76, §1 of the 'landscape' decree) that are taken can be organised by UNamur, but can also be taken elsewhere. These are the « studies » mentioned in §3 of the same article of the 'landscape' decree.

**Article 10** - The first-cycle courses do not constitute "advanced training" within the meaning of article 6 §2 DRUN. If the supervision committee considers such a course necessary for the training of the candidate, it must submit a justified proposal to the competent field-specific doctoral commission, which will decide.

**Article 11** - The activities valued under this category must include classes for transversal skills approved by UNamur for a total of at least five credits.

The doctoral classes for transversal skills approved by other universities of the French Community of Belgium are deemed to be approved by UNamur. The supervision committee may value other activities as classes for transversal skills, if it obtains the approval of the competent field-specific doctoral commission.

**Article 12** - Under article 71 §2 subsection 2 of the 'landscape' decree devoted to doctoral training, holders of a degree of master with a research specialisation in the same field benefit from an automatic valuation of the maximum 30 credits for the learning activities that form part of their programme of doctoral activity.

Moreover, the PhD student must obtain five credits of classes for transversal skills in application of article 11 of the present appendix.

**Article 13** - When valuing courses for which credits are awarded by the body that dispenses this instruction, account is taken of this by the supervision committee, which may however depart from this amount if it deems this to be necessary.

The supervision committee may award one additional credit if the evaluation was successfully presented.

The supervision committee encourages the PhD student to present the evaluation, when the possibility to do so exists.

**Article 14** - Conferences, seminars, colloquia, etc. are valued at a rate of one credit per day; individual seminars are valued at a rate of one-eighth of a credit per hour.

The supervision committee may set a limit higher than the number of credits usually awarded for seminars taken within the Faculty of the PhD student or within a doctoral college. If such is the case, the committee informs the PhD student in writing within the periods set by article 6 of the present appendix and sends a copy of this decision to the competent doctoral commission.

## 2. Scientific activities

**Article 15** - In what follows, the term “conference” designates conferences, symposia, colloquia, workshops, etc.

Scientific activities within the meaning of the present appendix are primarily the public written production of the PhD student and the conferences where he makes a public presentation, as well as certain professional activities and scientific stays as described in articles 19 and 20 of the present appendix.

At least fifteen credits must be obtained under this category, excluding those possibly awarded for the success of the mid-term evaluation, the private defence and the public defence, each being awarded a maximum of five credits.

At the start of the thesis, the supervision committee informs the PhD student in writing of its intentions regarding these three decisions, within the periods set in article 6 of the present appendix, and sends a copy of this decision to the competent field-specific doctoral commission.

**Article 16** - At the conclusion of the thesis, the PhD student shall have produced at least one publication in a journal, collection, etc., with "peer-review" procedures.

If, in the field of the thesis, the custom is to take into account publications not yet published nor even accepted for publication, the supervision committee informs the PhD student in writing of what in its judgement constitutes a sufficient state of advancement, respecting the periods mentioned in article 6 of the present appendix, and sends a copy of this decision to the competent field-specific doctoral commission. No more than eight credits are awarded per publication.

**Article 17** - The PhD student shall likewise have given at least one presentation at a high-level conference.



No more than four credits shall be awarded per presentation, without prejudice to the valuation under the “courses” category of attendance at other presented communications.

**Article 18** - Presentations made at local conferences and publications in journals that are not peer-reviewed may also be taken into account, as indicated in article 15 of the present appendix.

The supervision committee will take care to adapt the number of credits granted to the importance of the publication or presentation and to the investment of the PhD student in the activity thus valued.

If a presentation made during a conference is subsequently published, each of these can be assigned a value in application of articles 16 and 17 of the present appendix, so long as the total does not exceed eight credits.

**Article 19** - Professional activities undertaken at the same time as the thesis and in connection with it can be valued for a maximum of eight credits. This amount corresponds to a professional career that is conducted parallel to the doctoral thesis and throughout its entire duration.

The supervision committee will take care to respect a certain proportionality of credits when assigning a value to other activities covered by this article.

### 3. Research stay abroad

**Article 20** - Stays at foreign institutions may be awarded two or three credits per month, depending on the assessment of the supervision committee.

The institution where the PhD student usually spends his time is not a foreign institution within the meaning of the present subsection, no more than any of the partner institutions if the thesis is prepared within the framework of a joint programme.

No more than eight credits may be granted in application of the present article.

### 4. Didactic or service activities

**Article 21** - Six credits may be awarded for didactic or service activities; these do not necessarily have to have a direct relationship with the subject of the thesis. This amount corresponds to the six years of the career of an assistant.

The supervision committee takes care, when it grants credits for didactic or service activities, to value for each credit awarded a volume of activity comparable to the annual load of an assistant.

### Certificate of validation of doctoral training credits

(Certificate established by the supervision committee to the attention of the field-specific doctoral commissions with a view to writing the annex to the doctoral training certificate)

**Last name and first name of the PhD student:** .....

**Field:** ..... **Sub-field:** .....

**Supervisor:** .....

The supervision committee of the PhD student, composed of the following members .....

.....

.....

met on ....., in accordance with article 28 of the Doctoral Regulations of UNamur.

After having assessed the supporting documents submitted by the PhD student, the supervision committee establishes the doctoral training credits validation proposal as follows, in application of appendix 4 of the doctoral regulations:

Category	Credits
<b>Courses</b>	
<i>Including classes for transversal skills (minimum of 5 credits)</i>	
<b>Scientific activities</b>	
<i>Including the mid-term evaluation (maximum of 5 credits)</i>	
<b>Research stay abroad</b>	
<b>Didactic and service activities</b>	
<b>Total</b>	

In addition, by way of doctoral training in scientific communication, the success of the private defence may be awarded ..... credits (max of 5 credits) and the success of the public defence may be awarded ..... credits (max of 5 credits).

**Comments, if any**

**The supervision committee certifies the obtainment of the training credits**

Date and signatures

**The field-specific doctoral commission validates the obtainment of the training credits**

Date and signature of the secretary

## APPENDIX 5 – THESIS JURY COMPOSITION PROPOSAL

### Identity of the PhD student:

Last name: ..... First name: .....

Date of admission to the doctoral programme: ..... Gender: F/M

Title of the thesis (printed in capital letters): .....

.....

.....

field-specific doctoral commission (strike out one of the two mentions):

- « Human and Social Sciences », field of study: .....
- « Health, Sciences and Technology », field of study: .....

If relevant, the thesis supervisor has considered the protection of the intellectual property of the results presented in the thesis manuscript.

For further information: [juriste.adre@unamur.be](mailto:juriste.adre@unamur.be)

### Composition of the Thesis Supervision Committee:

N	Last name, First name and Title	Supervisor	University	E-mail address
1		(yes/no)		
2				
3				
4				
5				

Minutes of the meeting of the Supervision Committee held on: .....

After having verified the progress of the research work and of the doctoral training programme, the Committee:

- Considers that the research work of the PhD student is completed;
- Finds that the doctoral training programme of 60 credits is acquired in conformity with the regulatory recommendations.

Besides the supervisor who is the Secretary under the statutes, the Committee proposes the *following jury composition:*

N	Last name, First name and Title	University	E-mail and postal address
1		University of Namur President of the jury appointed by the dean	
2			
3			
4			
5			
6			

The *private defence* is anticipated for:.....

Any comments intended for the field-specific doctoral commission:

This judgement and this proposal are sent to the field-specific doctoral commission and notified to the PhD student.

Signature of the Supervision Committee members:

Member 1	Member 2	Member 3	Member 4	Member 5

### Validation by the field-specific doctoral commission

The field-specific doctoral commission validates:

- The composition of the jury, and submits it for approval and completion to the Dean of the faculty of .....
- The proposal to award 60 training credits based on the certification of the supervision committee.

For the field-specific doctoral commission, the secretary:

Last name and first name	Date	Signature

### Validation by the Faculty

#### Verification by the faculty secretariat:

Is the PhD student properly enrolled in the doctoral programme for the year and has he paid the registration fees ?

- Yes
- No

Namur, on .....

#### Opinion of the dean of the faculty

- Favourable
- Unfavourable

Comments, if any:

The Dean,

Last name and first name	Date	Signature

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**Designation of the members of the jury by the Rector**

Invitation of the members of the jury by the dean at the latest 20 working days before the date of the private defence.

Done in Namur, on .....



### CONFIDENTIALITY AGREEMENT

I, the undersigned

.....  
..... (Last name, first name, profession),

Declare that I am a member of the jury for the thesis of ..... entitled:

.....  
.....

Within the framework of this jury, I declare that I have received a paper and/or electronic copy of the above-mentioned thesis.

I formally undertake to keep the contents of the thesis strictly secret for a period extending until .....

The following information shall not be regarded as confidential:

- information concerning which the recipient can establish that it was in his possession prior to its communication by the other party, and that he did not obtain the information directly or indirectly from the other party;
- information that falls within the public domain.

Done in Namur, on .....

(Signatures)