

Charter for the electronic filing of theses

PREAMBLE

In accordance with the decree of 26 May 2016 on the procedures for filing, reporting, reproducing, disseminating and storing theses for the defence for the PhD student, the University Paris 13 has adopted a Charter for the electronic filing of theses. This Charter specifies the procedures for the electronic filing of theses, as well as the respective rights and obligations of the University Paris 13, referred to here as "the University", and of the PhD student, referred to here as "the Author". It concerns PhD students regularly enrolled at the University, who wish to defend a thesis under the University's sole supervision or in joint supervision with an institution with which it has signed an agreement. This Charter, annexed to the University's internal regulations, is signed by the PhD student in the frame of his or her enrolment in a thesis.

THE PRESCRIPTION OF THE FILING

ARTICLE 1

The thesis is submitted in electronic form, defined pursuant to the ministerial decree cited in the preamble, to the University Paris 13 by decision of the Board of Directors on July 3, 2009.

The Author submits his thesis in electronic form at least 3 weeks before the defence, to the Bureau de la Recherche et des Etudes Doctorales (BRED) of the University. The submission of a thesis does not prejudice the authorization to defend this thesis. The electronic version submitted must be in conformity and identical to the one evaluated by the jury during the defence. The conformity of the deposits is a condition for the award of the diploma.

If the jury requests changes at the end of the defence, a second electronic filing, including the corrections approved by the jury president, must be made within three months.

The Author also provides hard copies for the defence to each of the jury's rapporteurs. The University is not in charge of printing the thesis.

ARTICLE 2

At the time of filing the electronic version of his thesis, pursuant to Article 8 of the above-mentioned Order, the PhD student completes, with the assistance of the University services concerned, an electronic form including, in particular, the metadata necessary for the description, management, dissemination and archiving of the thesis, in accordance with the national recommendation TEF (French electronic theses).

THE ELECTRONIC VERSION: FILING AND REGISTRATION PROCEDURES

ARTICLE 3

The electronic version of the thesis must be engraved on any standard digital medium, in pdf or XML format (formats mandatory for archiving and distribution of the document) and in the native format(s) used to produce the document (.doc,.odt,.tex...). The formats and media accepted are subject to change according to technological and software changes.

The Author is responsible for the readability of the documents filed. All the files composing the thesis, including annexes, must be submitted: text files, illustration files (images, video, sound, etc.),

special fonts, etc. The thesis is accompanied by all non-digitised documents that cannot be included (images, plans, maps) for technical or legal reasons. When submitting, the Author fills in the filing declaration form in which he lists all the files making up his thesis.

If the jury requests modifications to the thesis at the end of the defence, the second filing must be made according to the same procedures with BRED.

ARTICLE 4

As the author of his thesis, the PhD student is responsible for its content and undertakes to comply with the provisions of the Intellectual Property Code. Where necessary, he shall take the necessary steps to obtain from the rightful claimants' authorizations for the digital reproduction and distribution of the works and extracts of protected works incorporated in his thesis. The Author also undertakes to comply with the provisions relating to exceptions to copyright, and those of Article L-122-5 of the Intellectual Property Code (available on Légifrance:

<http://www.legifrance.gouv.fr/affichCodeArticle.do?idArticle=LEGIARTI00002500003518&cidTexte=LEGITEXT000006069414>).

Similarly, the Author undertakes to inform the University of the rights that may be granted to students under collective agreements, contracts or user licences concluded by the University. In general, the Author undertakes to inform the University of documents protected by the rights of a third-party author for which he has not obtained authorization for digital reproduction or distribution.

The thesis submitted in electronic form shall in all cases include a permanent archiving edition, and possibly a dissemination edition, in accordance with the procedures specified in Articles 5 and 6 of this Charter.

ARTICLE 5

The permanent archiving edition corresponds to the complete version of the thesis, including the protected works incorporated therein (illustrations, texts, sound, audiovisual or multimedia documents, etc.). It is kept by the Centre Informatique National de l'Enseignement Supérieur (CINES). The permanent archiving edition is not the subject of any communication to the public.

ARTICLE 6

The broadcast edition corresponds:

- either to the complete version of the thesis, if the Author has digital distribution rights for all the protected works incorporated therein,
- or to an incomplete version from which all protected works for which the author does not have such rights have been removed.

The Author may not object to the communication of this publication on the University's intranet (unless confidentiality clause - see article 7 of this charter.).

In order to guarantee the lawfulness of the deposit and to allow the diffusion edition to be carried out, the Author must keep at the University's disposal a list of all the protected works incorporated, in whole or in part, in the thesis, with an indication of the rights he holds over them.

For any use of protected works that exceeds the exceptions to the Intellectual Property Code or the rights granted to students at the University Paris 13 under collective agreements, contracts or user licenses, the Author must have, prior to filing, the reproduction rights necessary for their incorporation into the thesis in digital form. In any case, the content of the theses submitted is the sole responsibility of the Author. The University reserves the right to challenge this responsibility if

necessary. The Author undertakes to indemnify the University from any liability claims it may incur on this account.

As part of the intranet dissemination of the thesis, the University undertakes to remind users that they are prohibited from disseminating and communicating externally a thesis present on the intranet in any way whatsoever.

ARTICLE 7

In order to preserve the confidentiality of some of his information, the Author may request the University to postpone the communication of his thesis. Confidentiality may also be required by the University at the request of the jury. It applies to any communication regardless of its medium. It can be divided into 3 cases:

- Confidentiality without time limit: in the case of a thesis containing works that are the subject of secret agreements between partners, without time limit, for the preservation of know-how in particular, only the lifting of the secret with the agreement of all the partners allows the lifting of the confidentiality for the diffusion of the thesis.
- Confidentiality until the preservation of the research results: in the case where the thesis contains data constituting results that can be valued as intellectual property, and which have been the subject of a declaration of invention to the head of the establishment, the duration of the confidentiality will be in accordance with the time necessary for the preservation of the said results.
- Confidentiality for publication: if publication of the thesis is considered, confidentiality may be required for a limited period or for part of the content.

The thesis will nevertheless be archived in digital form, but will not be disseminated in any way, except by lifting confidentiality.

ARTICLE 8

If the thesis is not subject to confidentiality, the Author may authorize the University to distribute it on the Internet and related distribution platforms after a specific contract has been signed for this purpose.

Authorization is granted for the entire legal term of protection of literary and artistic property offered by French law to the Author, his successors or representatives, including any extensions that may be made to this term.

ARTICLE 9

The University shall deposit the validated version of the thesis in its distribution and archiving formats, as well as the electronic docket, in the national STAR application, managed by the Bibliographical Agency for Higher Education (ABES), which ensures the systematic permanent archiving by the CINES of any thesis deposited in electronic form, including confidential.

ARTICLE 10

This Charter is an annex to the University's internal regulations.

Any modification made to the Charter will give rise to a new wording, subject to validation by the University's competent authorities.

Done at.....

Name, First name :

Signature of the PhD student (preceded by "Read and approved").