

**TERMS AND CONDITIONS FOR GRANTING AND MONITORING  
INDUSTRIAL RESEARCH TRAINING AGREEMENTS -  
CONVENTION INDUSTRIELLE DE FORMATION PAR LA RECHERCHE (CIFRE)**

The following articles set out the terms and conditions for granting and monitoring Cifre agreement which constitute ANRT's framework for action and automatically apply, except in the case of special provisions in a Cifre agreement or particular terms of a specific programme.

Compliance with the present terms and conditions comes under the control of the ministry in charge of research and doctoral studies. ANRT is entitled to verify, at any time during the implementation of the scheme, that the conditions of the Cifre agreement have been complied with.

**SECTION I – Eligibility conditions for a Cifre agreement**

**Article 1 - Conditions relating to the candidate**

Cifre agreement is intended to give the candidate a professional research experience in the organisation that seeks to benefit from it.

The candidate must not be or have been employed by the organisation, continuously or discontinuously, for more than 9 months at the date that ANRT receives the Cifre application. The candidate must not already hold a doctorate or have started a different thesis, with or without benefiting from other doctoral financial support, for whatever duration.

In accordance with the decree dated 25 May 2016 establishing the national training framework and the procedure for delivering a French national doctorate diploma, the doctoral student must have acquired a Master's degree or equivalent diploma at the date of effect of the Cifre formally mentioned in the agreement signed by ANRT and the beneficiary of the subsidy.

The Cifre scheme constitutes a complete doctoral training course. The candidate must not have been enrolled for a thesis for more than 9 months at the date that ANRT receives the Cifre application.

Cifre candidates agree to prepare and defend a thesis to obtain a doctorate. They thus

agree to enrol, throughout the Cifre, at an establishment accredited to deliver a doctorate, in conformity with the aforementioned decree.

There is no condition of nationality or age.

## **Article 2 - Conditions relating to the employer**

The employer is an organisation established on French territory and part of the socio-economic sphere whatever the size of its activity. It could be an association, local authority or consular chamber acting in the framework of a public and societal activity. However, an organisation, whatever its status, whose main mission is to carry out one or several of the activities mentioned in articles L 112-1 of the research code and L 123-3 1° and 2° of the education code, cannot be an employer, nor can any organisation to which such activities may be delegated.

The employer is only eligible if the research subject clearly corresponds to its object and development. The Cifre evaluation and follow-up committee appraises the quality of the employer's supervision of the doctoral student.

It is specified that industrial technical centres (CTIs), technological resource centres (CRTs), agricultural and food industry institutes (ITAls), and innovation platforms (PFIs) are eligible as employers provided that either:

- the research project that is the object of the Cifre is carried out for its own purpose in view of its scientific development;
- or, the research is carried out on behalf of a company that does not have the capacity to ensure Cifre supervision. In such a case, a three-party contract is drawn up between the eligible organisation, the Cifre partner laboratory and the company ultimately benefiting from the research work.

The employer must be able to attest that it is not excluded from benefiting from state aid under the framework scheme exempt from notification N° SA.40391 relating to research, development and innovation aid for the period 2014-2020.

The employer recruits the doctoral student through the signature of a work contract, annexed to the Cifre agreement, on a permanent or temporary basis, in accordance with articles D 1242-3 and 6 of the French Labour Code.

### **Article 3 - Conditions relating to the laboratory**

The research laboratory where the academic aspect of the doctoral work is carried out is attached to a doctoral school as specified in the above-mentioned decree.

The doctoral student may be co-supervised by two laboratories. In such a case, the doctoral student is enrolled at the establishment affiliated to the main laboratory.

A foreign laboratory may be associated, as part of an international co-supervised doctorate, organised in accordance with the above-mentioned decree.

## **SECTION II – Selection of Cifre requests**

### **Article 4 - Compilation and filing of Cifre applications**

Cifre applications may be sent to ANRT at any time of the year by electronic means according to the terms set out on the ANRT website ([www.anrt.asso.fr](http://www.anrt.asso.fr)).

The elements of the application must be sufficient to convey the scientific quality and pertinence of the project and partners (company, laboratory, candidate). Each application must include a favourable opinion of the candidate from his or her doctoral school. This opinion constitutes the establishment's acceptance of the candidate's enrolment at the doctoral school, subject to the granting of a Cifre.

Upon receipt of the application, ANRT verifies its eligibility and sends the company an acknowledgement of receipt that may request lacking items or any additional information that ANRT judges necessary. The examination only starts when all of the application items and any complementary information have been received.

### **Article 5 - Evaluation and selection of Cifre applications**

ANRT takes two months to appraise applications, apart from exceptional cases that require additional expertise.

Cifre applications are subject to an appraisal of the scientific value of the thesis project and the appropriateness of the candidate's profile.

ANRT appraises the capacity of the employer organisation to honour its financial commitments under the Cifre agreement.

The opinion of the regional delegate for research and technology (DRRT) in the company's region is sought to ensure that the company has the capacity to host and supervise the doctoral student, in particular for companies filing their first Cifre application, or when five years have elapsed since their last application.

The opinions of the scientific expert and the DRRT are advisory and reserved to ANRT and the evaluation and follow-up committee.

The Cifre evaluation and follow-up committee, chaired by the ANRT delegate-general or its representative, and comprising ANRT and ministry representatives, selects applications based partly on the general recommendations of the ministry and the criteria defined by the steering committee, and partly on the opinions of the scientific experts and DDRTs.

It meets as often as necessary, in particular to examine applications that raise scientific concerns or regarding the capacity of the employer organisation to supervise the doctoral student.

Following the committee's proposal, the ANRT's delegate-general determines the list of Cifres granted.

For each application, ANRT informs the requesting employer as to whether the Cifre has been accepted or not.

ANRT is authorised to accept applications for which the expert appraisal is highly favourable and to inform the employer without waiting for the evaluation and follow-up committee meeting to formally validate the award.

For each Cifre accepted, ANRT sends two copies of the agreement to the contracting employer organisation. The documents and terms of the agreement are fixed and non-negotiable.

ANRT is authorised to set up a simplified procedure for granting Cifres to companies that request at least six Cifres per year and that have obtained ANRT approval guaranteeing the quality of their Cifre proposal processes. The applications of these approved companies are accepted without expert appraisal subject to their eligibility and completeness. The approval of a company is presented and validated by the Cifre evaluation and follow-up committee. Nevertheless, ANRT may concurrently perform as

many expert appraisals as it judges necessary to verify that applications are in compliance and to ensure the aptness of the approval, which it may repeal at any time.

ANRT establishes the date of effect of the Cifre, which must not be prior to the date of the committee that accepted it. The date of effect may be postponed to conform to the hire date of the doctoral student if he or she is recruited after the date of effect initially established by ANRT.

The results of the evaluation and follow-up committee's work are communicated to the members of the steering committee.

### **Article 6 - Steering committee**

A steering committee, comprising representatives from the ministry and ANRT and qualified personalities from public research and the socio-economic field, analyses the annual review and suggests any changes and experiments to be carried out.

## **SECTION III – Implementation of the Cifre**

### **Article 7 - Doctoral training**

Throughout the duration of the Cifre, the doctoral student is supervised by both a scientific tutor designated by the employer and a thesis director who must not be a member of the employer's staff. The scientific tutor and the thesis director are formally mentioned in the Cifre agreement; any change must be notified to ANRT, which if necessary organises the signature of an additional clause in the agreement.

The employer agrees that the doctoral student shall devote his or her activity to preparing the thesis and supports the doctoral student in defending his or her thesis. The employer allows the doctoral student to attend courses set up by the doctoral school and possibly by ANRT, and allows him or her the necessary time to write up activity reports and the thesis.

The enrolment at the doctoral school affiliated to the research laboratory that supervises the work must cover the duration of the Cifre. If the date of effect of the Cifre is later than 1 May of the current year, then ANRT accepts that the first enrolment corresponds to the following academic year.

Withdrawal from the doctoral training scheme, at whatever date, leads to the termination

of the Cifre agreement.

The doctoral student's thesis defence constitutes the final means of verifying the quality of the work carried out by the student during the Cifre. It is therefore a common objective for all three partners. The defence does not bring the Cifre to an end. The employer must inform ANRT of the date of defence or any reasons for which it may have been postponed or dropped.

A foreign laboratory may be involved in a Cifre as part of a partnership agreement with the research laboratory hosting the doctoral student or as part of a co-supervised thesis, organised according to the conditions of the above-mentioned decree. The co-supervision agreement is annexed to the Cifre.

### **Article 8 - Work contract**

The employer recruits the doctoral student on a permanent or temporary full-time contract (Art. D 1242-3 and 6 of the French Labour Code). If the work contract is temporary, it cannot be shorter than the duration of the Cifre.

The clauses of the work contract are the sole competence of the employer, with respect for the relevant law. The work contract, which is annexed to the Cifre, must nevertheless establish a level of remuneration at least equal to the minimum starting salary fixed annually by the ministry. It must refer to the supervision of the doctoral training by the laboratory and to the financial support received from the state by the intermediary of the said ministry. It must stipulate that the mission entrusted to the doctoral student centres mainly on the research project that is the object of the Cifre whose terms it sets out.

The employer must send ANRT a copy of the statement of employment (*déclaration unique d'embauche*) and a copy of the work contract.

For foreign nationals requiring formal authorisation to work full time in France, the employer must send ANRT, whenever applicable, the authorisations to work full time delivered to the doctoral student.

Any definitive break in the work contract terminates the Cifre.

## **Article 9 - Validation of the Cifre agreement**

ANRT signs both copies of the Cifre agreement, already signed by the employer, after verifying the statement of employment, the work contract and, if applicable, the doctoral student's authorisation to work in France. ANRT returns a duly signed copy of the Cifre agreement to the employer.

The employer informs ANRT as soon as possible of any event leading to a modification of the terms of the Cifre. If justified by the changes, ANRT organises the signature of an additional clause, following expert appraisal and/or opinion of the Cifre evaluation and follow-up committee.

## **Article 10 - Duration of the Cifre agreement**

The Cifre agreement is drawn up for a period of thirty-six months starting from the date of effect formally stipulated in the agreement and validated by the signatures of the two parties.

This period may be extended to a maximum of forty-eight months for disabled doctoral students, with the agreement of the head of the establishment at which the student is enrolled.

No annual extension may be authorised by way of derogation.

The Cifre may nevertheless be extended in the case of significant interruption of the doctoral student's studies on the conditions set out in article 15.

No requests for an uninterrupted break of a maximum of one year may be requested by the doctoral student on a Cifre scheme, in application of the provisions of the French Labour Code.

## **Article 11 - Partnership contract**

The employer and the research laboratory/ies formally mentioned in the Cifre agreement formalise their partnership through a contract signed by the authorised representative of each of the parties. This/these partnership contract/s must notably include the following:

scientific and technical specifications, means of following the progress of the work, financing of the work, intellectual property and use of results, confidentiality and publications, and the division of the doctoral student's time between his or her employer and laboratory/ies and their respective responsibilities.

The partnership contract formally refers to the Cifre and mentions the doctoral student's first and last names and the research project for which the Cifre has been granted. It covers the duration of the Cifre.

The partnership contract is indispensable for ANRT to pay the subsidy to the employer. The employer agrees to provide ANRT with a copy of the partnership contract/s as soon as possible and at the latest within six months following the start date of the Cifre. The receipt of this contract determines the payment of the subsidy to the employer starting from the third quarterly deadline.

ANRT reserves the right to request a copy of the training agreement, signed by the thesis director and the doctoral student, in accordance with the provisions of the above-mentioned decree, and which specifically mentions the Cifre agreement and the partnership agreement.

## **Article 12 - Intellectual property**

ANRT does not claim any part of the intellectual property rights connected to the research work and results carried out as part of a Cifre. The rules for attributing these rights are stipulated in the partnership contract.

## **Article 13 - Annual and close-out reports**

The employer sends ANRT an intermediary activity report presenting the progress of the thesis at the end of the 12<sup>th</sup> month and 24<sup>th</sup> month of the Cifre.

Each report must be written by the doctoral student following the model provided by ANRT. It must be jointly signed by the scientific tutor, thesis director and doctoral student. It should take into account the recommendations made by the doctoral student's personal follow-up committee, established in the above-mentioned decree.

This report allows ANRT to evaluate whether the Cifre is operating correctly. In case of any persistent difficulties, ANRT may contact the employer with questions relating to the activity report, the Cifre evaluation and follow-up committee, or the doctoral student's personal follow-up committee.

ANRT may suspend a Cifre, terminate it, or request that the employer pay back all or part of the subsidies granted in cases where it observes significant differences between the conditions for granting the Cifre and the conditions in which it is carried out.

One month prior to the termination date of the Cifre, ANRT sends by electronic means different final evaluation questionnaires to the scientific tutor, thesis director and doctoral student in order to appraise the scientific results, impacts, defence perspectives, future of the doctoral student, and quality of the partnership. The feedback from these filled-in questionnaires determines the payment of the balance of the Cifre.

#### **Article 14 - Conditions for payment of the subsidy**

The first subsidy payment is due from the date of effect of the Cifre duly signed by the two parties, ANRT and the employer, and depends on the receipt and verification by ANRT of the Cifre annexes.

Each subsidy instalment is paid to the employer in arrears at the end of each calendar quarter, solely upon presentation of an invoice, exempt from VAT. For the subsidy amounts effectively due to the employer, the prescription period of ANRT's debt to the employer is five years.

The subsidy is only due for the period during which the doctoral student counts among the employer's staff.

ANRT pays the subsidies provided that the necessary funds have been transferred to it by the state. ANRT may not be held responsible for any damages in case of late payment of an instalment.

The Cifre annexes - i.e. certificate of enrolment on the doctoral course, work authorisation for foreign nationals, partnership contract, intermediary activity reports and final evaluation questionnaires - which punctuate the Cifre scheme, determine the payment of the subsidy. ANRT suspends the payment of the subsidy if it does not receive the expected annexes by the deadlines, notwithstanding the presentation of invoices by the employer.

The first subsidy instalment is determined by the receipt of certification of annual enrolment on a doctoral course. If ANRT does not receive the certification of enrolment on a doctoral course, annually for the duration of the Cifre, the subsidy payments are suspended. The non-receipt by ANRT of the expected certification by 30 May of the following year leads to the loss of any subsidies still due.

The third instalment of the subsidy, notwithstanding the signature of the Cifre, is determined by the receipt of the partnership contract signed between the employer and the administration of the doctoral student's host laboratory. If ANRT does not receive the partnership contract within six months from the date of effect of the Cifre, the subsidy payments are suspended. The non-receipt by ANRT of the partnership contract at the end of two years of the Cifre leads to the loss of any subsidies still due.

The activity reports relating to each Cifre determine the payment of the subsidy on the anniversary dates. The non-receipt by ANRT of the activity report by 30 May of the following year leads to the loss of any subsidies still due.

The final instalment of the subsidy is determined by the receipt by ANRT of the final evaluation questionnaires. The non-receipt by ANRT of the questionnaires within three months from the date of the end of the Cifre leads to the loss of any subsidies still due.

The lack of presentation by the employer of an invoice or Cifre annex, notwithstanding the absence of payment of the subsidy by ANRT, does not suspend the work contract binding the doctoral student to the employer.

The employer ensures that ANRT regularly receives Cifre annexes. In parallel, ANRT sends any reminders that it considers necessary. ANRT cannot be held responsible for the non-receipt of an annex.

In case the employer should lose the benefit of all or part of the subsidy, ANRT informs the employer of the reason by registered letter with acknowledgement of receipt.

ANRT informs the evaluation and follow-up committee of any breaches of partners involved in the Cifre scheme and any efforts to take over the agreement made by another organisation in the case of a breach by the employer.

## **Article 15 - Suspension and termination prior to the term of the agreement**

The Cifre, and the payment of the associated subsidy, may be suspended in case of a prolonged interruption of the doctoral student's work (illness lasting over one month, maternity leave, etc.). Upon resumption, the Cifre is thus extended by the period of suspension. The employer consequently agrees to inform ANRT of any work interruption by the doctoral student lasting one month or more.

If the progress of the thesis work or the implementation of the Cifre between the parties

reveals excessive differences with the initial specifications, then the parties concerned shall examine the opportunity to change the operating conditions of the Cifre or terminate it. An additional clause of the Cifre shall be signed if the parties agree to modify the conditions of implementation.

In all cases, ANRT reserves the right to suspend or terminate a Cifre if the conditions of its implementation do not comply with the general terms and conditions or specific conditions leading to the granting of a Cifre, or if it observes clear difficulties in the implementation of the Cifre.

The discontinuation of the Cifre, on the same date, leads to discontinuation of the payment of the subsidy.

### **Article 16 - Repayment of the subsidy**

In addition to the cases of suspension and termination of payment stipulated in articles 11, 13, 14 and 15, ANRT reserves the right to claim the repayment, to itself and on behalf of the ministry, of all or part of the amounts already paid to the employer if the employer, by its own fault, renders the pursuit of the Cifre impossible. This includes cases in which the employer makes it physically impossible for the doctoral student to pursue his or her doctoral course.

ANRT reserves the right, to illustrate the existence of this fault, to use all means at its disposal and establishes, at its own initiative, a request for repayment.

In the event where the employer does not defer to ANRT's order, the ministry may issue the employer with an order to repay.

### **Article 17 - Disputes**

Only the courts of Paris are competent to settle any dispute resulting from the present.