

## **AGREEMENT ON ADMISSION TO THE PHD PROGRAMME** **at Western Norway University of Applied Sciences**

### **INTRODUCTION**

This document is available in both Norwegian and English. In case of doubt about the meaning of the English translation, the original Norwegian document will be regarded as the authoritative version.

The admission agreement is based on the *Recommended Guidelines for the Doctor of Philosophy Degree (PhD)* approved by the Norwegian Association of Higher Education Institutions (UHR) on 29 April 2011. The purpose of the agreement is to supplement and specify in writing the decision on admission to a PhD programme made by a faculty. The admission agreement is used throughout Norway. The binding agreement between the parties aims to ensure that candidates admitted to a PhD programme, have working conditions that enable them to complete the programme within the specified period of time.

The agreement is drawn up in accordance with the laws and regulations that apply to doctoral education; see the Act relating to universities and university colleges (the University and University College Act) of 2005 and the appurtenant regulations, in particular the Regulations concerning terms and condition of employment for the posts of *postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral research fellow), *vitenskapelig assistent* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on 31 January 2006, and the supplementary provisions that apply at any given point in time. The agreement is also based on other laws and regulations, including the Civil Service Act, the Public Administration Act, the Copyright Act and the Patent Act, as well as The Norwegian Qualifications Framework, UHR's Recommended Guidelines for the Doctor of Philosophy Degree and the Recommended Guidelines for Crediting Academic Publications to Institutions.

The agreement consists of three parts:

#### **Part A. General terms and conditions**

This part is to be filled out by all candidates admitted to a PhD programme. The parties to the agreement in Part A are the doctoral candidate and the institution, specifically the faculty, the programme coordinator for the PhD programme and the department/unit with which the candidate is affiliated.

#### **Part B. Agreement on academic supervision in PhD programmes**

This part of the agreement is to be filled out by all candidates admitted to a PhD programme. The parties to the agreement in Part B are the doctoral candidate, his or her supervisors and the Department/Unit. Part B of this agreement is required for all candidate-supervisor relationships.

#### **Part C. Agreement between an external party and the university college on completion of the PhD programme**

Part C of this agreement must be filled out for candidates with external funding and/or an external workplace. This part of the agreement may also be used for candidates who are employed at another faculty at the institution than the one with which the candidate is affiliated in Part A of the agreement. Candidates participating in the Industrial PhD scheme and Public Sector PhD scheme must also sign a separate cooperation agreement; cf. guidelines from the Research Council of Norway.

If the candidate is affiliated with two or more institution, an agreement must be signed with each of the external parties.

# **AGREEMENT ON ADMISSION TO THE PHD PROGRAMME**

## **at Western Norway University of Applied Sciences**

This agreement consists of Parts A, B and C.

### **PART A: GENERAL TERMS AND CONDITIONS**

#### **Section 1 Purpose**

This agreement applies to all doctoral candidates admitted to a PhD programme through ordinary admission procedures. The purpose of this agreement is to ensure completion of the PhD programme by the candidate and to regulate the rights and obligations of the parties within the framework of the relevant laws and regulations and the specifics of the individual admission decision.

#### **SECTION 2 THE ADMISSION DECISION**

This agreement is entered into between the doctoral candidate, hereafter referred to as “the candidate”, and the institution by the faculty, the programme coordinator, and department/unit:

\_\_\_\_\_ (name)

has on \_\_\_\_\_ (date) been admitted to the PhD programme in \_\_\_\_\_

at \_\_\_\_\_ (institution and faculty)

\_\_\_\_\_ (unit)

#### **SECTION 3 DURATION OF THE AGREEMENT**

This agreement is valid from and including (start of funding) \_\_\_\_\_

up to and including (end of funding) \_\_\_\_\_

The agreement period will be extended automatically for all leaves granted on the basis of Norwegian law, the current Basic Collective Agreement or the wage agreement for state employees.

The candidate may apply for an extension of the agreement period in keeping with Guidelines for Admission Period for a PhD programme at Western Norway University of Applied Sciences

Under certain circumstances, this agreement may be terminated prior to the specified date of conclusion, see Section 12.

#### **SECTION 4 REQUIRED COURSEWORK AND DOCTORAL THESIS**

During the agreement period, the candidate is to complete a PhD programme consisting of required coursework and a research project. The programme as a whole will culminate in the completion of a doctoral thesis with the following working title:

\_\_\_\_\_

The basis of the PhD programme consists of the formal admission decision, the requirements stated in or formulated in accordance with the institution's regulations for the PhD degree, an approved project description and a plan for the required coursework.

Changes or additions to the candidate's project description or plan for the required coursework are permitted, as long as these are not so substantial that the agreement no longer presents an accurate picture of the relationship between the parties, the funding situation, the content and progress of the research project, or other critical factors. If this is the case, the institution may demand that the agreement be terminated or replaced by a new agreement. Other, minor changes may be made without any amendment to this agreement. Minor changes must be documented in writing and stored in such a way that their connection with this agreement is clear and unambiguous.

The changes described in the paragraph above must be submitted to the responsible body at the faculty for written approval.

**SECTION 5 ACADEMIC SUPERVISION**

The doctoral candidate has the right and obligation to receive academic supervision during the agreement period. A supervision agreement must be signed between the candidate, the supervisor and the department/unit. The supervision agreement is included in this agreement under Part B.

Any amendments to the supervision agreement must be made as described in Part B.

**SECTION 6 FUNDING AND EMPLOYMENT**

The PhD programme will be carried out with the following funding and employment arrangements:

**Employment and workplace:**

During the agreement period, the doctoral candidate will be employed at:

\_\_\_\_\_

During the agreement period, the doctoral candidate will have his or her workplace at (name of institution or enterprise, and department/unit or other unit if relevant):

\_\_\_\_\_

**Funding:**

The doctoral candidate is funded by (institution/funding source):

\_\_\_\_\_

for the period stated in Section 3 above or for the following period:

From and including \_\_\_\_\_ up to and including \_\_\_\_\_

Conditions on the funding, if any: \_\_\_\_\_

\_\_\_\_\_

(If the conditions are stated in Part C of the agreement or in a separate document, please refer to this. If necessary, please attach the relevant document.)

**Appointment to a doctoral research fellowship position and terms of employment (to be completed for candidates employed in this type of position during the agreement period):**

The candidate is employed as a doctoral research fellow 1017 or doctoral research fellow 1378 at

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(employer institution)

**Terms of employment for those employed with a work requirement:**

The work requirement will be carried out at: \_\_\_\_\_ (workplace)

The work requirement comprises the following percentage of the total work time: \_\_\_\_\_ %

Other terms of employment (e.g. residence requirement):

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For doctoral candidates formally employed in PhD positions at the university college, a separate agreement regulating the employment relationship must be signed. The Regulations concerning terms and condition of employment for the posts of *postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral research fellow), *vitenskapelig assistent* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on 31 January 2006, as well as the general provisions of the Civil Service Act with appurtenant regulations, also apply.

**SECTION 7 AGREEMENT BETWEEN THE DEGREE-CONFERRING INSTITUTION AND AN EXTERNAL INSTITUTION OR ENTERPRISE**

When an external institution or enterprise contributes to the PhD programme by providing the candidate with a research fellowship, funding or workplace, Part C of the agreement must be filled out.

**SECTION 8 INFRASTRUCTURE**

The infrastructure needed to implement the PhD programme must be placed at the disposal of the candidate. It is the responsibility of the institution to decide what infrastructure is necessary for implementing the project.

If the doctoral candidate has external funding and/or an external workplace, an agreement on infrastructure and other operating costs must be signed between the institution and the external party. Additional provisions are to be stated in Part C.

The agreement referred to in the second paragraph above must be signed prior to the formal admission of the candidate or immediately thereafter.

Other special conditions: \_\_\_\_\_

## **SECTION 9 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)**

The provisions in this section must not be interpreted as conflicting with the Copyright Act of 12 June 1961 or its regulations.

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis.

In cases when an article or other manuscript is written by more than one author and it is not possible to identify the individual's contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

The university college may make copies at no charge of those parts of the doctoral thesis to which the candidate alone holds a copyright, as well as of other manuscripts resulting from the work involved in the thesis and to which the candidate alone holds a copyright, for use in its own teaching and research activities. In the event of such use, the candidate must be notified well in advance. The candidate must be credited on each copy produced in accordance with legislation and best practice.

If the candidate makes a patentable invention in connection with the doctoral thesis, written notification of the invention must be given to the university college without undue delay pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. In accordance with Section 4, cf. Section 6, first and second paragraphs of this same Act, the university college may demand that the right to the invention be transferred from the candidate to the institution. If the invention results from cooperation with the supervisor, the candidate and the supervisor must identify their respective parts of the patentable invention in accordance with Western Norway University of Applied Sciences' regulation for intellectual property rights.

Nonetheless, the candidate has the right to publish the invention on the conditions stated in Section 6, paragraph three, of the Act respecting the right to employees' inventions.

The right to publish in accordance with the previous paragraph also applies to the supervisor if the invention is the result of a cooperative effort, and the candidate's or a third party's rights do not prevent this.

No restrictions may be set on public access to or publication of a doctoral thesis, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents; cf. Section 7, Part C.

When a doctoral thesis is made publicly accessible or is published, the university college is normally credited if the university college has made a necessary and substantial contribution or laid a foundation so that the author could produce the published manuscript. If the candidate has been employed at the university college while conducting the research activity, this is regarded as a necessary and substantial contribution. Candidates who are employed by, and/or have an appointed supervisor(s) at, more than one institution or enterprise are subject to the provisions in Part 3, Section 7, last paragraph. Also see UHR's Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the duty to credit as stated in this paragraph must comply with the Recommended Guidelines for Crediting Academic Publications to Institutions. Candidates who write a PhD thesis consisting of several articles must make these publicly available in [HVL Open](#), the institutional archive at HVL, no later than two years after the public defence of the thesis. The HVL library is responsible for clarifying publication rights with the publisher of the individual articles included in the thesis. This includes checking the publisher's guidelines for open access. The library will extract the articles that the publisher do not allow made available in [HVL Open](#). The library will also make sure that articles that have been submitted but not published in for instance a scientific journal, is not made available in [HVL Open](#) until after the article has been published.

## **SECTION 10 ETHICS AND INTEGRITY IN THE USE OF RESEARCH RESULTS, RESEARCH DATA, ETC.**

All use of results, data, etc. must be in accordance with legislation, applicable ethical guidelines, signed agreements, conditions established by committees on research ethics and other relevant bodies and must otherwise be in keeping with good research practice. For results that are not, or that are not alone, regulated by provisions pertaining to copyrights, see the legislation on the relevant area.

## **SECTION 11 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS**

During the PhD programme, the candidate must submit a written report regarding his or her progress on an annual basis. The reports must be submitted for approval to the body determined by the university college.

The supervisors must also submit a report as described in the previous paragraph. The main supervisor is responsible for ensuring that a collective report is submitted.

The parties have a duty to keep each other informed about all factors of significance for completion of the PhD programme. The parties must actively deal with any circumstances that could delay or prevent the candidate from completing the programme.

## **SECTION 12 TERMINATION PRIOR TO EXPIRY OF THE AGREEMENT PERIOD**

### **Voluntary termination**

The candidate and institution may agree that the candidate's participation in the doctoral programme will be terminated prior to expiry of the agreement period. In the event of voluntary termination, all questions regarding the terms and conditions of employment, funding, rights to the use of the research results, etc. must be settled in a termination agreement.

If voluntary termination is due to the candidate's desire to change projects or transfer to a different PhD programme, the candidate must reapply for admission on the basis of the new project; cf. Section 4, third paragraph.

### **Involuntary termination**

The institution may decide to terminate a candidate's participation in the doctoral programme to which the candidate is admitted prior to expiry of the agreement period if one or more of the following conditions are present:

- a) repeated or grave violations of the candidate's obligation to provide information, meet commitments, and report on the project, including a failure to submit a progress report; cf. Section 11;
- b) delays in the progress of the research project that are of such a nature as to raise doubt about the candidate's ability to complete the project within the stipulated time period. Such delays are considered grounds for involuntary termination if they are due to factors over which the candidate has control, for example:
  - the candidate's qualifications are shown to be considerably weaker than what was assumed based on the application for admission, the project description and the information available at the time admission was granted;
  - the candidate clearly misuses his or her time, resulting in much slower progress than what may reasonably be expected;
  - the candidate is not, or is no longer, making reasonable progress due to a lack of motivation or similar factors.

As a general rule, a remedy to the conditions described above must be sought in consultation with the candidate, e.g. through adaptation measures and the like. Involuntary termination may be imposed

only when measures to remedy the situation have not succeeded or when it becomes clear that such measures have limited potential to succeed.

- c) violation of the ethical standards that pertain in the candidate's field of research, including cheating as addressed in Section 4-7 of the Act relating to universities and university colleges;
- d) behaviour by the candidate that is in violation of the trust that must exist between the institution and the candidate, including any illegal activities carried out in connection with the PhD programme.

It is the responsibility of the institution to take the decision to impose involuntary termination.

A candidate employed as a doctoral research fellow at the institution may be dismissed from his or her position when there are proper grounds for doing so; cf. Sections 9 and 10 of the Civil Servants Act or Section 15 of this same Act regarding summary discharge.

### **SECTION 13 CONCLUDING PROVISIONS**

This agreement is subject to the current rules for doctoral education. Each party has received one original of the agreement. Amendments to the agreement must be documented and stored in accordance with Section 4.

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

Candidate \_\_\_\_\_

Programme coordinator \_\_\_\_\_

Department /unit \_\_\_\_\_

Faculty \_\_\_\_\_

# **AGREEMENT ON ADMISSION TO THE PHD PROGRAMME**

## **At Western Norway University of Applied Sciences**

The agreement consists of Parts A, B and C.

### **PART B: AGREEMENT ON ACADEMIC SUPERVISION**

**This agreement is to be signed by the candidate and all the supervisors.**

#### **SECTION 1 PURPOSE**

This agreement applies to supervision of the doctoral project with the working title:

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and academic follow-up of the PhD programme (cf. Part A, Section 4). This agreement specifies the rights and obligations of the parties involved in academic supervision during the agreement period.

#### **SECTION 2 PARTIES TO THE AGREEMENT**

The parties to this agreement are the candidate, the supervisor(s) and the department/unit.

The main supervisor during the agreement period is:

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(name)

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(from unit/institution)

The co-supervisors during the agreement period are:

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(name)

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(from unit/institution)

Any other co-supervisors and/or mentors: \_\_\_\_\_

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#### **SECTION 3 BASIS FOR THE PHD PROGRAMME**

The project description and the plan for the required coursework serve as the basis for academic supervision; cf. Part A, Section 4.

#### **SECTION 4 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS**

The doctoral candidate and the main supervisor have a duty to keep each other informed about all factors of significance for supervision. The parties must actively deal with any circumstances that could prevent the performance of supervision as agreed in Section 5 below.



The candidate and the main supervisor must submit progress reports as described in Part A of this agreement.

## **SECTION 5 OBLIGATIONS WITH RESPECT TO SUPERVISION**

The **academic supervisor** is to:

- give advice on formulating and delimiting topics and research questions;
- discuss and assess hypotheses and methods;
- help the candidate to become acquainted with the literature and relevant data (library, archives, etc);
- discuss various aspects of the written presentation (structure, language, referencing, documentation, etc);
- stay informed as regards the candidate's progress and evaluate that progress relative to the plan for completion;
- help to introduce the candidate into relevant research environments;
- discuss results and their interpretation;
- give advice on scientific dissemination;
- provide the candidate with guidance in ethical matters related to the thesis.

The candidate is to:

- provide a draft of parts of the doctoral thesis to the supervisor as agreed and in accordance with the project description. Parts of the thesis may be presented in relevant seminars;
- complete the required coursework in accordance with the progress plan;
- uphold the ethical principles that pertain to his or her area of research.

## **SECTION 6 DIVISION OF SUPERVISION BETWEEN MAIN SUPERVISOR AND CO-SUPERVISOR(S)**

Main supervisor's share: \_\_\_\_\_

Co-supervisor's share: \_\_\_\_\_

Co-supervisor's share: \_\_\_\_\_

## **SECTION 7 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)**

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis.

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone will hold a copyright to those parts that are the result of the candidate's independent, creative work.

In cases when an article is written by more than one author and it is not possible to identify the individual's contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

If the candidate makes a patentable invention in connection with the doctoral thesis, written notification of the invention must be given to the university college without undue delay pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. In accordance with Section 4, cf. Section 6, first and second paragraphs of this same Act, the university college may demand that the right to the invention be transferred from the candidate to the institution. If the invention results from cooperation with the supervisors, the candidate and the supervisors must identify their respective parts of the patentable invention in accordance with Western Norway University of Applied Sciences' regulations on intellectual property rights.

Nonetheless, the candidate has the right to publish the invention on the conditions stated in Section 6, paragraph three, of the Act respecting the right to employees' inventions. The right to publish in accordance with the previous paragraph also applies to the supervisor if the invention is the result of a cooperative effort, and the candidate's or a third party's rights do not prevent this. Regarding crediting of institutions/enterprises when results are made publicly accessible or are published, see Part A, Section 9.

**SECTION 8 CHANGE OF SUPERVISORS**

The candidate and the supervisor may agree to ask the responsible authorised body to appoint a new supervisor for the candidate. The supervisor may not be released from this agreement until a new supervisor is appointed.

Should the candidate or supervisor find that the other party is not fulfilling his or her obligations according to Sections 4 and 5, the party claiming a breach of obligation is required to address the issue with the other party. The candidate and supervisor must work together in an attempt to remedy the situation. The faculty must assist with this process if necessary.

Should the candidate or supervisor find that the other party is not fulfilling his or her obligations according to Sections 4 and 5, and if, after discussions, the two parties are unable to arrive at a resolution to the situation, the candidate or the supervisor may ask to be released from the agreement. A request to be released from the supervision agreement must be addressed to the faculty. The party that raises the issue must send a copy of the request to the other party. The faculty is responsible for taking the decision to release the candidate and the supervisor from the agreement. In connection with a decision of this type, the decision-making body must ensure that the candidate enters into a supervision agreement with a new supervisor. Any external parties must be notified of circumstances as described in this section.

**SECTION 9 DISPUTES**

Disputes regarding the academic rights and obligations of the supervisor and the candidate in accordance with this agreement may be brought by either party to the relevant body at the institution for deliberation and settlement. With respect to this agreement, the relevant body is:

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If the relevant body takes a decision on the matter, the decision may be appealed to the next higher governing body.

**SECTION 10 CONCLUDING PROVISIONS**

This agreement (Part B) is subject to current rules and regulations for doctoral education, including the institution's regulations for PhD programmes. The originals of this agreement are to be archived at the university college; cf. the provisions on archiving in Part A, Section 4.

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

Candidate: \_\_\_\_\_

Main supervisor: \_\_\_\_\_

Department/unit: \_\_\_\_\_

Co-supervisor:  
\_\_\_\_\_

Other co-supervisors: \_\_\_\_\_

**AMENDMENTS AND SPECIFICATIONS TO THE AGREEMENT**

The following amendments and specifications are included in the agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_

Candidate: \_\_\_\_\_

Main supervisor: \_\_\_\_\_

Department/unit: \_\_\_\_\_

Co-supervisor: \_\_\_\_\_

Other co-supervisors: \_\_\_\_\_

# **AGREEMENT ON ADMISSION TO A PHD PROGRAMME**

## **at Western Norway University of Applied Sciences**

The agreement consists of Parts A, B and C.

### **PART C: AGREEMENT BETWEEN AN EXTERNAL INSTITUTION AND THE UNIVERSITY COLLEGE ON COMPLETION OF THE PHD PROGRAMME**

Candidates participating in the Industrial PhD scheme and the Public Sector PhD scheme must also sign a separate cooperation agreement; cf. the guidelines from the Research Council of Norway.

#### **SECTION 1 PARTIES TO THE AGREEMENT**

A separate agreement has been signed with each of the external parties; cf. below. The university college is a party to each of these agreements.

This agreement is entered into by the following parties:

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(hereafter referred to as “the university college”)

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(hereafter referred to as “the candidate”) and

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(hereafter referred to as “the external party”)

The external party is familiar with Part A and Part B of this agreement.

#### **SECTION 2 PURPOSE AND DURATON OF THE AGREEMENT**

The purpose of this agreement is to ensure that the candidate is provided with satisfactory working conditions for completion of the PhD programme. The agreement sets out the rights and obligations of the parties during the agreement period.

The working title of the candidate’s project is: \_\_\_\_\_

The basis for the PhD programme and the doctoral thesis is described in Part A, Section 4: General Terms and Conditions.

This agreement has the same duration as the agreement between the candidate and the university college (cf. Part A, Section 3).

The agreement will terminate if the candidate’s participation in the PhD programme ends either through voluntary or involuntary termination prior to the agreed completion date. In such cases, all parties must strive to achieve an orderly discharge of all obligations to the other parties.

### SECTION 3 COOPERATION BETWEEN THE PARTIES

The parties are obliged to cooperate closely on the completion of the PhD programme as specified in Section 2. The parties must keep each other informed as regards any and all factors relevant to the completion of the programme. All factors which may impact fulfilment of the agreement must be brought to the attention of the other party as early as possible.

The parties are obliged to cooperate actively to find a solution to any problems that may arise.

### SECTION 4 RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN THE CANDIDATE IS EMPLOYED AT THE UNIVERSITY COLLEGE

The candidate is employed at: \_\_\_\_\_

At salary grade \_\_\_\_\_ which is currently set at NOK \_\_\_\_\_ (gross) per year/month during the agreement period, i.e. for the period from and including \_\_\_\_\_ up to and including \_\_\_\_\_

The external party will disburse this amount in monthly/quarterly/biannual payments to account no. \_\_\_\_\_

During the agreement period, the candidate will have his or her place of work at:

\_\_\_\_\_  
(institution, department, unit, faculty)

In addition to the salary stated above, operational costs will be provided for the following purpose:

\_\_\_\_\_  
The total costs are estimated to be NOK \_\_\_\_\_, which will be funded/made available by \_\_\_\_\_ (university college, external party).

The university college and the external party may, if necessary, enter into an agreement on providing additional funding for equipment and operations. An additional agreement of this type must be archived together with this agreement. The candidate's employment is regulated by the Civil Service Act with appurtenant provisions, the Regulations concerning terms and condition of employment for the posts of *postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral research fellow), *vitenskapelig assistant* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on 31 January 2006, and the supplementary provisions that apply at any given point in time. When a doctoral candidate is appointed to a research fellowship position, a separate agreement regulating the employment relationship must be signed.

In addition, the university college must grant the candidate admission to the PhD programme and appoint a supervisor for the candidate in accordance with the institution's own PhD regulations and Parts A and B of this agreement.

## **SECTION 5 RIGHT AND OBLIGATIONS OF THE PARTIES WHEN THE DOCTORAL CANDIDATE IS EMPLOYED BY AN EXTERNAL PARTY**

The candidate is employed at: \_\_\_\_\_

At salary grade/salary placement \_\_\_\_\_, which is currently set at NOK \_\_\_\_\_ (gross) per year/month during the agreement period, i.e. for the period from and Including \_\_\_\_\_ up to and including \_\_\_\_\_

During the agreement period, the candidate will have his or her place of work at:

\_\_\_\_\_ (institution)

\_\_\_\_\_ (department, unit, faculty)

In addition to the salary stated above, operational costs will be provided for the following purpose:

\_\_\_\_\_

The total costs are estimated to be NOK \_\_\_\_\_, which will be funded/made available by \_\_\_\_\_ (university college, external party).

The university college and the external party may, if necessary, enter into an agreement on providing additional funding for equipment and operations. An additional agreement of this type must be archived together with this agreement.

## **SECTION 6 INFRASTRUCTURE**

The infrastructure needed to implement the PhD programme must be placed at the disposal of the doctoral candidate; cf. Part A, Section 9. It is the responsibility of the university college, in consultation with the external party, to decide what infrastructure is necessary for implementing the project. The institution or unit at which the candidate has his or her place of work is responsible for ensuring that obligations in this regard are fulfilled.

## **SECTION 7 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)**

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the thesis.

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone holds the copyright to those parts of the thesis resulting from his or her independent, creative effort. In cases when an article or other manuscript is written by more than one author and it is not possible to identify the individual's contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

The external party may make copies at no charge of those parts of the doctoral thesis to which the candidate alone holds a copyright, as well as of other scholarly manuscripts resulting from the work involved in the thesis and to which the candidate alone holds a copyright, for use in its own activities.

The same applies to presentations of the project to employees of the external party (and any students, if the external party is a teaching institution) in connection with the external party's ordinary activities. In the event of such use of the doctoral thesis, the candidate must be credited on each copy produced in accordance with legislation and best practice.

If the candidate makes a patentable invention in connection with the doctoral thesis, written notification of the invention must be given without undue delay to the party with which the candidate has signed an employment agreement, pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. A copy of the notification must be provided to the other institutional party for informational purposes.

The university college has the right to use the invention at no charge in its research and teaching activities; cf. Part A, Section 10.

The parties may, either in advance or in another manner, agree to transfer the rights to commercial use of the invention to the external party. An agreement of this type must be archived together with this agreement.

No restrictions may be set on public access to or publication of a doctoral thesis, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents or commercial use. The external party may not set conditions which prevent all or parts of the doctoral thesis from being made publicly accessible or from being published.

In the event that the doctoral thesis is made publicly accessible or is published, the university college must be credited if the institution has made a necessary and substantial contribution to the publicly accessible or published manuscript. Both the candidate's employer and the degree-conferring institution will normally be regarded as having made such a necessary and substantial contribution. Other institutions or enterprises may also be considered to have made such a contribution. See UHR's Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the duty to credit as stated in this paragraph must comply with the Recommended Guidelines for Crediting Academic Publications to Institutions.

## **SECTION 8 CONCLUDING PROVISIONS**

The parties may make amendments or additions to this agreement in a written supplementary agreement. A resolution to any disputes regarding the interpretation of this agreement is to be sought through negotiations.

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

For the university college \_\_\_\_\_

The candidate \_\_\_\_\_

For the external party \_\_\_\_\_

**AMENDMENTS AND SPECIFICATIONS TO THE AGREEMENT**

The following amendments/specifications are included in the agreement:

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\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

For the university college \_\_\_\_\_

The candidate \_\_\_\_\_

For the external party \_\_\_\_\_