

## AGREEMENT ON ADMISSION TO A PHD PROGRAMME

The agreement consists of Parts A, B and C.

### PART C: AGREEMENT BETWEEN AN EXTERNAL INSTITUTION AND THE UNIVERSITY/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/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 DURATION 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/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 rise.

#### **SECTION 4 RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN THE CANDIDATE IS EMPLOYED AT THE UNIVERSITY/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/university college, external party).

The university/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/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/university college, external party).

The university/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/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/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/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/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/university college \_\_\_\_\_

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

For the external  
party

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