

# AGREEMENT

## FOR ADMISSION TO A PHD PROGRAMME

### - The University College of Southeast Norway

The agreement rests on the *Regulations relating to the Doctor of Philosophy (PhD) degree at the University College of Southeast Norway ((FOR-2015-12-18-1893) the PhD Regulations)*

<b>Candidate:</b>	
<b>PhD programme:</b>	
<b>Date of commencement *:</b>	
<b>Date of admission:</b>	

*\*date of commencement = date employment commences / funding starts*

This Agreement has three parts:

**Part A, General provisions**, must be completed for all candidates who are admitted to a PhD programme at the University College of Southeast Norway (USN). The parties to the Agreement are the PhD Candidate (the Candidate) and the USN faculty to which the PhD programme belongs (the Host Faculty).

**Part B, Agreement on doctoral supervision**, must be completed for all candidates admitted to PhD programmes. The parties to Part B of the Agreement are the Candidate, doctoral supervisors and the Host Faculty. If a candidate has several formal supervisors, Part B of the Agreement shall encompass each one.

**Part C, Agreement between an external institution and the University College of Southeast Norway on the completion of a PhD programme**, must be completed for candidates who have external funding and/or workplaces. This agreement may also be used for candidates who have a workplace at another institute / host faculty at the USN than that to which the Candidate is attached through Part A of this Agreement. In addition, separate partnership agreements shall be entered into for employer-sponsored (public or private sector) PhDs, cf. the Norwegian Research Council's guidelines. If a candidate is linked to two or more institutions, agreements shall be entered into with each of the external parties.

#### Parties to the Agreement

*Cf. s 2-5 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

This Agreement has been entered into by the following parties:

<b>PhD Candidate:</b>			
<b>USN Host Faculty:</b>			
<b>External institution(s):</b>			
<b>Supervisors:</b>	<b>Name:</b>	<b>Institution/institute:</b>	<b>Contact details: (address, email, tel)</b>
<b>Senior supervisor:</b>			
<b>Co-supervisor:</b>			

## **PART A: GENERAL PROVISIONS**

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### **A.1 Object**

*Cf. s 2-5 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

The PhD programme shall be formalised in a written agreement no later than three weeks after commencement, cf. s 2-5(1) of the PhD Regulations. The agreement shall ensure the completion of the PhD programme and regulate the parties' responsibilities, rights and obligations within the framework of legislation, statutory regulations and the terms of the admission letter.

### **A.2 Admission to the PhD programme**

*Cf. s 2-4 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

This Agreement has been entered into between the Candidate and the Host Faculty representing the institution. The Host Faculty is the official admissions authority.

### **A.3 Duration of the Agreement**

The Agreement runs from ----- until ----- inclusive.

PhD programmes at the USN are expected to take three years of full-time study. It may be agreed that the programme shall be undertaken over four years with a 25 per cent mandatory workload. The maximum period of study is six years from the date of commencement to submission of the PhD thesis. Parental and other statutory leave entitlements, long-time sickness absence, compulsory national service and approved periods of part-time study are not included in the six years. In the event of any lawful interruption, the duration of the Agreement will be extended correspondingly. The duration of the Agreement is automatically extended for leaves of absence authorised by law, the master collective agreement or the basic agreement for state employees. In exceptional cases, the Agreement may be terminated before the agreed date, cf. clause A.12. The duration of the Agreement may be extended following submission of a detailed request. If an extension of the Agreement is granted, the Host Faculty may set further conditions.

Once the Agreement has expired, the parties' rights and obligations under the PhD Agreement cease, with the exception of clause A.9 Intellectual Property Rights (IPR).

Amendments to the agreement period shall be approved in accordance with the following provisions.

### **A.4 Coursework and thesis**

*Cf. ss 3-4, 3-9 and Chapter 4 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway, and any supplementary provisions applicable to the individual PhD programme*

During the agreement period, the Candidate shall undertake coursework and a study or research project. The PhD programme shall culminate in a thesis.

<b>Proposed thesis title:</b>	
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The foundation for the PhD programme is stated in the terms of the admission letter, the requirements stipulated in or in compliance with the institution's PhD Regulations, approved project description and the

coursework plan.

The Candidate's project description or coursework plan may be altered or supplemented by agreement, as long as such changes are not so great that this Agreement no longer provides a true representation of the parties involved, the funding, contents and progression of the research project, or other material circumstances. If such is the case, the institution may request that the Agreement be terminated or replaced by a new agreement. Other, less material changes may be made without amendment to this Agreement.

### **A.5 Supervision**

*Cf. Chapter 3 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

The Candidate is entitled to, and has a duty to accept, supervision during the agreement period. This matter is regulated in Part B to the Agreement. Any changes in the supervision agreement must be made as described in Part B (see attachment *Changes to the agreement regarding admission to PhD programmes at the USN*).

### **A.6 Funding and employment**

The PhD programme is undertaken in accordance with the following funding and employment terms:

#### **Employment and workplace:**

<b>During the agreement period the Candidate will be employed at:</b>	
<b>During the agreement period the Candidate shall have his/her workplace* at:</b>	

*\*name of the institution or enterprise and, if relevant, the institute / research group or other unit*

#### **Funding:**

<b>The Candidate is funded by (institution / source of funding):</b>				
<b>Funding period:</b>	<b>From date:</b>		<b>To date:</b>	
<b>Funding terms and conditions (if any):</b>				

Upon appointment to the position of PhD research fellow with the USN as the employer, a separate agreement shall be entered into to regulate the terms and conditions of employment.

The regulations relating to employment terms for the position of post-doctoral research fellow, PhD research fellow, scientific assistant and trainee specialist, determined by the Ministry of Education and Research on 31 January 2006, as well as the general rules set out in the Civil Service Act and associated statutory regulations, otherwise apply.

### **A.7 Agreement between the degree-awarding institution and external institutions or enterprises**

When an external institution or enterprise contributes to the PhD programme through employment, funding or making a workspace available to the Candidate, Part C of the Agreement shall be completed.

### **A.8 Infrastructure**

*Cf. s 2-3 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

The Candidate shall have at his/her disposal the necessary infrastructure to complete the PhD programme. The institution determines what is deemed to be necessary infrastructure.

Should the Candidate be in receipt of external funding and/or workplace, an agreement shall be entered into between the institution and the external party with respect to infrastructure and other operating costs. Supplementary provisions are set out in Part C. Such agreements shall be extant at the time the decision to admit the Candidate concerned to the PhD programme is made, or immediately thereafter.

<b>Other special terms and conditions:</b>	
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#### **A.9 Intellectual Property Rights (IPR)**

That which follows may not be understood in contravention of the Intellectual Property Rights Act of 12 May 1961 or its associated statutory regulations. The USN's IPR policy shall be complied with at all times. In the event of any conflict, the UCN's IPR policy prevails over any provisions in this Agreement that are not regulated by applicable law.

If the Candidate is the sole author of the PhD thesis, he or she alone holds the copyright to the work. If the PhD thesis comprises a collection of articles and a summary, the candidate alone will hold the copyright to those parts which are the result of his/her independent, creative efforts. Articles or other contributions written by multiple authors, where it is impossible to distinguish each individual's contribution as a separate work in itself, will be deemed a work of joint authorship. The authors of such articles will have joint ownership of the copyright therefor.

The USN and any external parties may, at no cost, produce copies of those portions of the PhD thesis for which the Candidate is the sole copyright holder, as well as other works which are the result of work on the thesis and for which the candidate is the sole copyright holder, for use in their teaching and research activities. The Candidate will be informed of any such use a reasonable period in advance. In each and every copy produced as mentioned here, the Candidate shall be named in accordance with the law and good practice.

Should the Candidate, in connection with the PhD project, make a patentable invention, written notice thereof shall be sent to the USN without unnecessary delay, in accordance with the Employees' Inventions Act of 17 April 1970, cf. s 5. The external party shall receive a copy for their information. Pursuant to the same Act's s 4, cf. s 6(1 and 2), the USN is entitled to require that the rights to the invention be transferred to it. If the invention was brought about in collaboration with a supervisor, the Candidate and the supervisor shall jointly determine their respective share of the patentable invention. The Candidate is nevertheless entitled to publish details of the invention in accordance with the terms stipulated in s 6(3) of the Employees' Inventions Act.

The right to publication set out in the previous paragraph applies correspondingly to the supervisor, if the invention was made jointly and the rights of the Candidate or any third party present no obstacle thereto.

Otherwise, the parties may, beforehand or in some other way, agree to transfer the rights to commercial exploitation of the invention to a third party. Any such agreement shall be filed along with this Agreement.

No restrictions may be placed on the public announcement or publication of a PhD thesis, with the exception of a postponement agreed in advance to allow any third party to come to a decision with respect

to patenting. No third party may make it a condition that all or part of the PhD thesis not be made public or published.

Normally, when the thesis is made public or published, the USN shall be credited, since the USN has provided a necessary and material contribution to or basis for the Candidate's participation in the announced or published work. If the Candidate is employed by the USN during the performance of research work, this is deemed to constitute a necessary and material contribution. The same applies to a third party, if this party has also made a necessary and material contribution. Normally, both the Candidate's employer and degree-awarding institution will be deemed to have made such a necessary and material contribution. Other institutions/enterprises may also be deemed to have made such contributions.

Reference is otherwise made to the Norwegian Association of Higher Education Institutions' guidelines for the crediting of academic publications to institutions. The duty to credit specified in this paragraph may be derogated from in accordance with the aforementioned guidelines for crediting.

#### **A.10 Ethics and propriety in the use of research results, research data, etc**

All use of results, data, etc, shall take place in compliance with the law, applicable ethical guidelines, agreements entered into, terms and conditions laid down by research ethics committees and other competent bodies, and good research practice in general. Reference is made to the appropriate legislation with respect to results which are not, or not only, regulated by the rules relating to copyright.

#### **A.11 Disclosure and follow-up**

*Cf. ss 3-7 and 3-8 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

The Candidate and senior supervisor must submit an annual progress report. The progress reports are submitted for approval by the programme committee for the PhD programme to which the Candidate has been admitted. A midway assessment of the PhD work will be performed.

The parties undertake to keep each other continuously apprised of any and all matters of significance to the completion of the PhD programme. The parties undertake to actively follow up any matters which may result in delays or failure to complete the programme.

#### **A.12 Premature termination**

*Cf. s 2-7 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

##### **Voluntary termination**

In the event of voluntary termination, a written account shall be submitted, detailing how any employment relationships, funding, rights relating to results, etc, will be managed.

In the event of voluntary termination due to the Candidate's wish to switch project or change to a new PhD programme, the Candidate must reapply for admission on the basis of the new project, cf. clause A.4.

##### **Compulsory termination due to delay or inadequate progression**

When one or more of the following conditions are met, the USN may resolve to unilaterally terminate the PhD programme:

a) substantial delay in the completion of the coursework, due to circumstances over which candidates themselves have control.

b) repeated or material violations by candidates of their disclosure, follow-up or reporting obligations, including failure to submit progress reports and attend supervision meetings.

c) delay in the progress of the research project which is of such a nature that it creates reasonable doubt whether candidates will be able to complete the project within the agreed time. In order to constitute grounds for compulsory termination, the delay must be due to circumstances over which candidates themselves have control.

d) termination of the funding on which the candidates' admission was based, eg should a candidate lose their job at an external employer.

A decision to effectuate compulsory termination pursuant to these rules may be made only if the delay or failure to make progress is due to circumstances over which candidates themselves have control. In general, efforts shall be made to rectify material delays in consultation with the candidates concerned, eg through measures to address special needs, etc.

A decision to effectuate compulsory termination may be made only when such remedial measures have failed, or when it is obvious that they have little chance of success.

The Board determines which body shall make decisions pursuant to this clause. Appeals are heard by the institution's Appeals Board.

#### **Compulsory termination in the event of cheating in exams or tests taken during the PhD programme**

Should a candidate be found to have cheated in exams or tests taken during the PhD programme, the institution may resolve to annul the result, cf. s 4-7, cf. s 4-13(3) of the Universities and Colleges Act.

Decisions pursuant to these provisions are made by the institution's Appeals Board, cf. s 4-7(1) of the Universities and Colleges Act. The Joint Appeals Committee for Student Matters is the appropriate appeals body, cf. s 5-1 of the Universities and Colleges Act, and associated statutory regulations. If the matter or matters are so serious as to be deemed impropriety, cf. s 4-13(1) of the Universities and Colleges Act, cf. s 5(2) of the Ethics and Integrity in Research Act, the institution may resolve to effectuate compulsory termination.

#### **Compulsory termination in the event of academic impropriety**

Should a candidate be found guilty of academic impropriety, cf. s 4-13(1) of the Universities and Colleges Act, cf. s 5(2) of the Ethics and Integrity in Research Act, the institution may resolve to effectuate compulsory termination.

Conduct by a candidate that breaches the trust which must exist between the USN and candidates during the performance of a PhD programme, including the commission of criminal offences, may also result in compulsory termination.

Decisions to effectuate compulsory termination on the grounds of impropriety are made by the Research Committee, cf. the mandate determined by the Board on 11 February 2016. Appeals against such decisions will be heard by the Joint Appeals Committee for Student Matters.

#### **A.13 Concluding provisions**

This Agreement has been entered into within the framework of the rules applicable at any given time to PhD programmes. The parties have each received one original copy of this Agreement.

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

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### **B.1 Object**

This part of the Agreement relates to supervision of the PhD project and of the PhD programme in general (cf. A.4).

### **B.2 Parties to the agreement**

The agreement on doctoral supervision is entered into between the Candidate, supervisors and the Host Faculty, and sets out the parties' rights and obligations with regard to supervision during the agreement period.

### **B.3 The programme's foundation**

The foundation for doctoral supervision is the Candidate's plan for his/her PhD programme, including project description and coursework plan, cf. A.4.

### **B.4 Disclosure and reporting**

The Candidate and senior supervisor undertake to keep each other continuously apprised of any circumstance of significance for the supervision. The parties undertake to follow up matters which may result in supervision not being performed as agreed in B.5 below.

The Candidate and the senior supervisor undertake to submit progress reports in accordance with the provisions set out in Part A of the Agreement.

### **B.5 Supervision in practice**

#### **The supervisor shall**

- advise on the formulation and delineation of topics and issues.
- discuss and assess hypotheses and methods.
- offer help on where to find appropriate academic literature and existing data (libraries, archives, etc).
- keep track of the progress being made in the Candidate's work and assess this against the planned rate of progress.
- help the Candidate gain entry to relevant academic communities.
- discuss results and the interpretation thereof.
- offer guidance in academic writing.
- offer guidance on ethical issues relating to the thesis and the research being undertaken.
- discuss the design and accomplishment of the thesis itself (disposition, linguistic form, documentation, etc).

#### **The Candidate shall**

- submit drafts of portions of the thesis as agreed with the supervisor and in accordance with the project description.
- write up the research and submit portions of the thesis where this is required.
- undertake the coursework as scheduled.
- comply with ethical principles applicable to the area of research concerned.
- attend supervision meetings and keep the supervisor apprised of the progress being made.

### **B.6 Intellectual Property Rights (IPR)**

That which follows may not be understood in contravention of the Intellectual Property Rights Act of 12 May 1961 or its associated statutory regulations. The USN's IPR policy shall be complied with at all

times. In the event of any conflict, the UCN's IPR policy prevails over any provisions in this Agreement that are not regulated by applicable law.

If the Candidate is the sole author of the PhD thesis, he or she alone holds the copyright to the work. If the PhD thesis comprises a collection of articles and a summary, the candidate alone will hold the copyright to those parts which are the result of his/her independent, creative efforts. Articles or other contributions written by multiple authors, where it is impossible to distinguish each individual's contribution as a separate work in itself, will be deemed a work of joint authorship. The authors of such articles will have joint ownership of the copyright therefor.

The USN and any external parties may, at no cost, produce copies of those portions of the PhD thesis for which the Candidate is the sole copyright holder, as well as other works which are the result of work on the thesis and for which the candidate is the sole copyright holder, for use in their teaching and research activities. The Candidate will be informed of any such use a reasonable period in advance. In each and every copy produced as mentioned here, the Candidate shall be named in accordance with the law and good practice.

Should the Candidate, in connection with the PhD project, make a patentable invention, written notice thereof shall be sent to the USN without unnecessary delay, in accordance with the Employees' Inventions Act of 17 April 1970, cf. s 5. Any external party shall receive a copy for their information. Pursuant to the same Act's s 4, cf. s 6(1 and 2), the USN is entitled to require that the rights to the invention be transferred to it. If the invention was brought about in collaboration with a supervisor, the Candidate and the supervisor shall jointly determine their respective share of the patentable invention. The Candidate is nevertheless entitled to publish details of the invention in accordance with the terms stipulated in s 6(3) of the Employees' Inventions Act.

The right to publication set out in the previous paragraph applies correspondingly to the supervisor, if the invention was made jointly and the rights of the Candidate or any third party present no obstacle thereto.

Otherwise, the parties may, beforehand or in some other way, agree to transfer the rights to commercial exploitation of the invention to a third party. Any such agreement shall be filed along with this Agreement.

No restrictions may be placed on the public announcement or publication of a PhD thesis, with the exception of a postponement agreed in advance to allow any third party to come to a decision with respect to patenting. No third party may make it a condition that all or part of the PhD thesis not be made public or published.

When the thesis is made public or published, the USN shall normally be credited, since the USN has provided a necessary and material contribution to or basis for the Candidate's participation in the announced or published work. If the Candidate is employed by the USN during the performance of research work, this is deemed to constitute a necessary and material contribution. The same applies to a third party, if this party has also made a necessary and material contribution. Normally, both the Candidate's employer and degree-awarding institution will be deemed to have made such a necessary and material contribution. Other institutions/enterprises may also be deemed to have made such contributions.

Reference is otherwise made to the Norwegian Association of Higher Education Institutions' guidelines for the crediting of academic publications to institutions. The duty to credit specified in this paragraph may be derogated from in accordance with the aforementioned guidelines for crediting.

### **B.7 Change of supervisor**

*Cf. s 3-2 of the Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*

If the Candidate or supervisor find that the other party is not meeting their obligations under clause B.4 and clause B.5, the party alleging non-performance has a duty to raise the matter with the other party. The Candidate and the supervisor shall jointly seek to resolve the situation. If necessary, the Host Faculty shall assist in this.

If the Candidate or supervisor finds that the other party is not meeting their obligations under clause B.4 and clause B.5, and discussions between the parties do not result in agreement on how the situation should be resolved, the Candidate or the supervisor may ask to be released from the supervision agreement. A request to be released from the supervision agreement must be sent to the Host Faculty. The decision to release the Candidate and the supervisor from the supervision agreement will be taken by the relevant programme committee. In connection with any such decision, the Host Faculty shall ensure that the Candidate enters into a supervision agreement with another supervisor. Any third parties shall be notified of the matters mentioned here.

The Candidate and the supervisor may ask the programme committee to appoint new supervisors for the Candidate. A supervisor may not withdraw until a new supervisor has been appointed.

### **B.8 Disputes**

The parties may bring disputes relating to the rights and duties of the supervisor and the Candidate pursuant to this agreement before the Host Faculty for hearing and decision. Any such decision may be appealed to the University College's appeals board.

### **B.9 Concluding provisions**

This agreement (Part B) has been entered into within the framework of applicable rules and guidelines for PhD programmes, including the institution's PhD Regulations.

## **SIGNATURES**

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This agreement has been entered into within the framework of the rules governing PhD programmes in effect at any given time, including the *Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*, as well as supplementary provisions for the PhD programme concerned. The parties shall each receive one original copy of the agreement.

The parties may amend or add to this agreement by means of written addenda. Efforts shall be made to reach a negotiated settlement of any dispute relating to interpretation of this agreement.

### **Signatures Part A, General provisions**

<b>Place:</b>		<b>Date:</b>	
<b>PhD Candidate:</b>			
<b>University College of Southeast Norway, Dean of the Host Faculty</b>			

**Signatures Part B, Agreement on doctoral supervision**

<b>Place:</b>		<b>Date:</b>	
<b>PhD Candidate:</b>			
<b>USN Host Faculty:</b>			
<b>Senior supervisor:</b>			
<b>Co-supervisor:</b>			
<b>Co-supervisor:</b>			
<b>Co-supervisor:</b>			
<b>Co-supervisor</b>			

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

For employer-sponsored (public and private sector) PhD programmes, separate partnership agreements must also be concluded, cf. the Norwegian Research Council's guidelines.

### C.1 Parties to the agreement

Part C must be completed for each external party to the agreement. The external party is familiar with the Agreement's Part A and Part B.

This agreement has been entered into between:

<b>PhD Candidate:</b>	
<b>USN Host Faculty:</b>	
<b>External party:</b>	

### C.2 The agreement's object and duration

The object of Part C is to ensure that the Candidate has satisfactory working conditions for the completion of his/her PhD programme, and set out the parties' rights and obligations during the agreement period.

Work on the PhD programme shall be undertaken in accordance with the PhD programme plan that was approved at admission, including the approved project description and coursework plan, cf. A.4.

The duration of the agreement is set out in clause A.3. This agreement terminates in the event that the Candidate voluntarily abandons the PhD programme before its conclusion, or is forced to do so for whatever reason. In that case, each party shall seek a managed discontinuation of their obligations to the other parties concerned.

### C.3 Collaboration between the parties

The parties undertake to work closely to facilitate the completion of the PhD programme as set out in C.2. The parties undertake to keep each other apprised of any and all matters of significance to the completion thereof. The parties shall notify each other as soon as possible of any matters which could affect the performance of this agreement.

The parties undertake to cooperate actively to resolve any issues which may arise.

### C.4 The parties' rights and obligations when the Candidate is employed by the institution

The Candidate is employed by:\_\_\_

\_\_\_\_\_ on paygrade \_\_\_\_\_ which currently stands at NOK \_\_\_\_\_ gross per year/month in the period of the agreement, ie from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

\_\_\_\_\_ The external party pays the amount monthly/quarterly/semi-annually to account no.:

\_\_\_\_\_ During the agreement period the Candidate's **workplace** shall be located at:

\_\_\_\_\_ (institution, department, basic unit, Host Faculty)

In addition to salary payments as mentioned above, operating costs for the following purposes will accrue:

\_\_\_\_\_  
The total cost is estimated at NOK \_\_\_\_\_, which will be funded / made available by \_\_\_\_\_  
(institution, external party)

The institution and external party enter into agreements with respect to additional funding for equipment and operations as required. Such supplementary agreements shall be filed together with this agreement. Appointments shall be made in accordance with those terms and conditions set out in the Civil Service Act and associated statutory regulations, separate regulations relating to the employment terms for the position of post-doctoral research fellow, PhD research fellow, scientific assistant and trainee specialist, determined by the Ministry of Education and Research on 31 January 2006, as well as such supplementary provisions as are applicable at any given time. When a Candidate is appointed, an individual employment contract shall be entered into.

Furthermore, the institution shall admit the Candidate to a PhD programme and appoint supervisors therefor in accordance with its own PhD Regulations and Parts A and B of this Agreement.

### **C.5 The parties' rights and obligations when the Candidate is employed by an external party**

The Candidate is employed by:\_\_\_

\_\_\_\_\_  
at the paygrade/salary scale \_\_\_\_\_ which currently stands at NOK \_\_\_\_\_ gross per year/month in the agreement period,  
ie for the period from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

During the agreement period the Candidate's **workplace** shall be located at:

\_\_\_\_\_  
(institution, department, basic unit, Host Faculty)

In addition to salary payments as mentioned above, operating costs for the following purposes will also accrue:

\_\_\_\_\_  
The total cost is estimated at NOK \_\_\_\_\_  
which will be funded / made available by \_\_\_\_\_  
\_\_\_\_\_ (institution, external party)

The institution and external party enter into agreements relating to additional funding for equipment and operations as required. Such supplementary agreements shall be filed together with this agreement.

### **C.6 Infrastructure**

The Candidate shall have at his/her disposal the infrastructure necessary for the completion of the PhD programme, cf. clause A.8. In consultation with the external party, the USN will determine what constitutes necessary infrastructure and how this shall be funded. The institution/unit where the Candidate has his/her workplace is responsible for fulfilling any and all obligations in this area.

### **C.7 Intellectual Property Rights (IPR)**

That which follows may not be understood in contravention of the Intellectual Property Rights Act of 12 May 1961 or its associated statutory regulations. The USN's IPR policy shall be complied with at all times. In the event of any conflict, the UCN's IPR policy prevails over any provisions in this Agreement that are not regulated by applicable law.

If the Candidate is the sole author of the PhD thesis, he or she alone holds the copyright to the work. If the PhD thesis comprises a collection of articles and a summary, the candidate alone will hold the copyright to those parts which are the result of his/her independent, creative efforts. Articles or other contributions written by multiple authors, where it is impossible to distinguish each individual's contribution as a separate work in itself, will be deemed a work of joint authorship. The authors of such articles will have joint ownership of the copyright therefor.

The USN and any external parties may, at no cost, produce copies of those portions of the PhD thesis for which the Candidate is the sole copyright holder, as well as other works which are the result of work on the thesis and for which the candidate is the sole copyright holder, for use in their teaching and research activities.

The Candidate will be informed of any such use a reasonable period in advance. In each and every copy produced as mentioned here, the Candidate shall be named in accordance with the law and good practice.

Should the Candidate, in connection with the PhD project, make a patentable invention, written notice thereof shall be sent to the USN without unnecessary delay, in accordance with the Employees' Inventions Act of 17 April 1970, cf. s 5. Any external party shall receive a copy for their information. Pursuant to the same Act's s 4, cf. s 6(1 and 2), the USN is entitled to require that the rights to the invention be transferred to it. If the invention was brought about in collaboration with a supervisor, the Candidate and the supervisor shall jointly determine their respective share of the patentable invention. The Candidate is nevertheless entitled to publish details of the invention in accordance with the terms stipulated in s 6(3) of the Employees' Inventions Act.

The right to publication set out in the previous paragraph applies correspondingly to the supervisor, if the invention was made jointly and the rights of the Candidate or any third party present no obstacle thereto.

Otherwise, the parties may, beforehand or in some other way, agree to transfer the rights to commercial exploitation of the invention to a third party. Any such agreement shall be filed along with this Agreement.

No restrictions may be placed on the public announcement or publication of a PhD thesis, with the exception of a postponement agreed in advance to allow any third party to come to a decision with respect to patenting. No third party may make it a condition that all or part of the PhD thesis not be made public or published.

When the thesis is made public or published, the USN shall normally be credited, since the USN has provided a necessary and material contribution to or basis for the Candidate's participation in the announced or published work. If the Candidate is employed by the USN during the performance of research work, this is deemed to constitute a necessary and material contribution. The same applies to a third party, if this party has also made a necessary and material contribution. Normally, both the Candidate's employer and degree-awarding institution will be deemed to have made such a necessary and material contribution. Other institutions/enterprises may also be deemed to have made such contributions.

Reference is otherwise made to the Norwegian Association of Higher Education Institutions' guidelines for the crediting of academic publications to institutions. The duty to credit specified in this paragraph may be derogated from in accordance with the aforementioned guidelines for crediting.

### **C.8 Concluding provisions**

The parties may amend or add to this agreement by means of written addenda. Efforts shall be made to reach a negotiated settlement of any dispute relating to interpretation of this agreement.

## SIGNATURES

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This agreement has been entered into within the framework of the rules governing PhD programmes in effect at any given time, including the *Regulations relating to the Doctor of Philosophy degree (PhD) at the University College of Southeast Norway*, as well as supplementary provisions for the PhD programme concerned. The parties shall each receive one original copy of the agreement.

The parties may amend or add to this agreement by means of written addenda. Efforts shall be made to reach a negotiated settlement of any dispute relating to interpretation of this agreement.

### **Agreement between an external institution and the University College of Southeast Norway on the completion of a PhD programme**

<b>Place:</b>		<b>Date:</b>	
<b>PhD Candidate:</b>			
<b>USN Host Faculty:</b>			
<b>External institution:</b>			

Amendments and clarifications to this agreement shall be documented and signed in separate addenda, which shall be filed together with this agreement (see this agreement's last page).

## AMENDMENTS TO THE AGREEMENT FOR ADMISSION TO A PHD PROGRAMME AT THE USN

Amendments and clarifications to this agreement shall be documented and signed in separate addenda, which shall be filed together with this agreement (see this agreement's last page).

<b>Candidate:</b>	
<b>PhD programme:</b>	

### Part A, General provisions

The following amendments/clarifications have been included in the agreement: *Complete*

#### Signatures:

<b>Place:</b>		<b>Date:</b>	
<b>PhD Candidate:</b>			
<b>USN Host Faculty:</b>			
<b>USN, Dean of the Host Faculty</b>			

### Part B, Agreement on doctoral supervision

The following amendments/clarifications have been included in the agreement: *Complete*

#### Signatures

<b>Place:</b>		<b>Date:</b>	
<b>PhD Candidate:</b>			
<b>USN Host Faculty:</b>			
<b>Senior supervisor:</b>			
<b>Co-supervisor:</b>			
<b>Co-supervisor:</b>			
<b>Co-supervisor:</b>			
<b>Co-supervisor</b>			

### Part C, Agreement between an external institution and the University College of Southeast Norway on the completion of a PhD programme

The following amendments/clarifications have been included in the agreement: *Complete*

#### Signatures

<b>Place:</b>		<b>Date:</b>	
<b>PhD Candidate:</b>			
<b>USN Host Faculty:</b>			
<b>External institution:</b>			