Contract regarding Implementation of PhD programmes at USN

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **PhD programme**

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| --- | --- | --- | --- |
| A decision on admission has been made by: |  | Date: |  |
| Name of the PhD programme:  |  |
| Preliminary working title of the thesis:  |  |
| Final project description adopted:  |  |

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| 1. **Parties to the contract**

|  |  |
| --- | --- |
| USN represented by the Programme Committee: |  |
| PhD candidate: |  |
| External institution(s): |  |
| Main academic supervisor (name, title and place of work): |  |
| Co-supervisor (name, title and place of work): |  |
| Co-supervisor (name, title and place of work): |  |
| Co-supervisor (name, title and place of work): |  |
| Co-supervisor (name, title and place of work): |  |

 |
| 1. **Terms of employment and funding**

|  |
| --- |
| [ ]  The PhD candidate is employed at USN: |
| Doctoral Research Fellow: |[ ]  Other position: |  |
| The position is financed as follows (see below): |  1[ ]  3 [ ]  5 [ ]  6 [ ]  |
| If 5 or 6, state the source(s): |  |

[ ]  The PhD candidate is taking the doctoral degree as part of their position with an external employer:

|  |
| --- |
|  |
| Doctoral Research Fellow: |[ ]  Other position: |  |
| Employer: |  |
| The position is financed as follows (see below): |  2 [ ]  3 [ ]  4 [ ]  5 [ ]  6 [ ]  |
| If 5 or 6, state the source(s): |  |
| The external employer is responsible for the storage of data, cf. Section 8 of the Standard Terms:  |[ ]

[ ]  The PhD candidate is not employed at USN and is not taking their doctoral degree as part of their position with an external employer:

|  |  |
| --- | --- |
| The PhD programme is financed as follows: |   |
| 1. Ministry of Education and Research position
2. Grant from the employer
3. Project funding from the Research Council of Norway
 | 1. Industrial PhD / Public Sector PhD
2. Grant from a public administrative body or organisation/enterprise that is not an employer
3. Other funding method
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| 1. **Contract period**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| The contract is applicable for the period | From: |   | To: |   |

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| 1. **Residency requirement**

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| --- |
| [ ]  The PhD candidate has a residency requirement that must be fulfilled as follows:  |
| Time period (from date to date):  |  |
| Percent of working year:  |  |

[ ]  The PhD candidate has no residency requirement apart form participation in the PhD programme.  |
| 1. **Required duties**

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| --- |
| [ ]  The PhD candidate has required duties that must be fulfilled as follows:  |
| Percent of working year:  |  |
| Place of work:  |  |

[ ]  The PhD candidate does not have required duties.  |
| 1. **Infrastructure** (office, materials, equipment, lab, workshop etc.)

|  |
| --- |
|  |
| **Description:**  | **Made available by:**  |
|  |  |
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Standard Terms and Conditions for PhD Programme at USN

Introduction

This Contract regulates the rights and obligations of the parties in connection with the implementation of the PhD programme at the University of South-Eastern Norway (‘**USN**’). The Contract consists of the agreement details on pages 1-2 and these standard terms and conditions including appendices (collectively defined as the ‘**Contract**’).

The PhD programme must be carried out in accordance with the Contract and the Regulations concerning the degree of Philosophiae Doctor (PhD) at USN dated 14.12.2017 (‘**PhD Regulations**’).

For Industrial PhDs, Public Sector PhDs, joint degrees and cotutelle, separate agreements must be entered into that apply in addition to the Contract.

Final project description

Where a final project description has not already been prepared, the PhD candidate must, as quickly as possible, and normally within three months after admission, prepare a final project description in accordance with Section 2-5 of the PhD Regulations, which must be approved by the programme committee.

The training component

The PhD programme must include a training component of at least 30 credits, including content regarding scope as described in Section 3-4 of the PhD Regulations.

If there is a need to make changes to the training component, the ‘Application for changes to approved plan for training component’ form must be filled in and approved by the Programme Committee, cf. Section 2-4 (3) of the PhD Regulations.

Academic supervision and affiliation with the research environment

The work on the PhD thesis must take place under individual academic supervision from an academic supervision group consisting of at least two active researchers, one of whom has been appointed as the main academic supervisor, cf. Section 3-2 of the PhD Regulations.

The main academic supervisor has main academic and administrative responsibility for the PhD candidate’s education and will be the PhD candidate’s primary contact person. The main academic supervisor and the candidate are responsible for ensuring that the candidate is in regular contact with their supervisors. The academic supervisor group is jointly responsible for the academic follow-up of the PhD candidate and for ensuring that the PhD candidate participates in an active research environment with other researchers and PhD candidates. The PhD candidate and academic supervisors are obligated to keep each other continuously informed about all circumstances of significance for the implementation of the PhD programme and the academic supervision.

Academic supervisors have a duty to stay informed regarding the progress of the PhD candidate’s work and to assess this in relation to the candidate’s work plan. Academic supervisors have a duty to follow up academic matters that may delay completion of the PhD programme and the doctoral thesis, so that these can be completed within the nominal length of study.

A PhD candidate or academic supervisor may ask the Programme Committee to appoint a new academic supervisor for the candidate, cf. Section 3-2 (6) of the PhD Regulations. If a new academic supervisor is appointed, they must take over the former supervisor’s rights and obligations pursuant to the Contract. The contract shall otherwise apply unchanged.

Residency requirement

The candidate’s residency requirement is specified in Section 5 of the contract details. Candidates must normally spend a minimum of one year at USN during the implementation of the PhD programme. The main purpose of the residency requirement is for the candidate to actively participate in a research environment at or affiliated with USN. The residency requirement may be split into two periods and may be reduced if it can be documented that the PhD candidate is participating in an active research environment and that the academic requirements concerning academic supervision are being met.

REQUIRED DUTIES

The candidate’s required duties are specified in Section 6 of the contract details.

If funding comes from an external party, it is particularly important to fill in an overview of the financial distribution between USN and the external party.

Infrastructure

The infrastructure deemed necessary for the implementation of the PhD programme and to be made available to the candidate, including office, materials, equipment, lab, workshop etc, is specified in Section 7 of the contract details.

Funding

The funding of the PhD programme is specified in Section 3 of the contract details, and must be further detailed in **Appendix 1**.

Reporting

The PhD candidate and the main academic supervisor must report on the progress of the work. Progress reports are submitted once a year within the deadline stipulated by the Programme Committee. The progress report is reviewed and followed up by the Programme Committee.

Midway assessment

The PhD candidate must carry out compulsory midway assessment, cf. Section 3-8 of the PhD Regulations. In addition, the PhD programme may have specific rules regarding other compulsory seminars or activities.

Doctoral thesis

The doctoral thesis must meet the requirements stipulated in Sections 3-9 and 3-10 of the PhD Regulations.

The PhD candidate is obligated to familiarise themselves with and to carry out their research activities in accordance with applicable [research ethics guidelines.](https://www.forskningsetikk.no/retningslinjer/generelle/)

|  |  |  |
| --- | --- | --- |
|  | Yes  | No  |
| Research ethics guidelines have been read  |  |  |

Completion

The PhD degree is awarded on the basis of the completed training component, the doctoral thesis and the doctoral examination consisting of a trial lecture on a given topic and public defence of the thesis.

Completion of the PhD programme must be carried out and assessed as specified in Chapter 4 of the PhD Regulations.

Storage of research data

USN must store the research data (primary data) that form the basis for the doctoral thesis in accordance with USN’s [guidelines for storing research data,](https://bibliotek.usn.no/forskerstotte/forskningsdata/retningslinjer-for-handtering-av-forskningsdata/) unless otherwise expressly agreed as stated in Section 13.2.

If the candidate takes the doctoral degree as part of their position with an external employer, it may be stated in Section 3 of the contract details that this employer is responsible for storing the data. USN’s guidelines for storing research data apply with regard to what data should be stored. The research data must be made available to USN when requested.

Publication

Restrictions cannot be placed on public disclosure and publication of results included in the PhD work, with the exemption of a pre-agreed postponement. Postponement of public disclosure or publication may take place when the PhD programme is fully or partially funded by an external party, in order for the external party to decide on patenting or commercialisation. Any postponement of public disclosure/publication shall normally not exceed 4 months.

The following national guidelines must form the basis for addressing scientific publications included in the doctoral work:

* [National reporting instructions](https://www.cristin.no/nvi-rapportering/rapporteringsinstruksen/)
* [Guidelines for crediting scientific publications](https://npi.hkdir.no/dok/Veiledning_kreditering_av_vit_publikasjoner_til_institusjoner_2011.pdf)
* [Emphasis on research - documentation of scientific publication](https://npi.hkdir.no/dok/Vekt_pa_forskning_2004.pdf)

The main rule is that a PhD candidate must list USN and any collaborative institution in all lectures, articles, publications, presentations, posters etc. that are included in the PhD work.

[The Vancouver Recommendations](https://www.forskningsetikk.no/ressurser/fbib/lover-retningslinjer/vancouveranbefalingene/) for co-authorship must be followed.

Copyright

If the candidate is the sole author of the PhD thesis, they alone hold the copyright to the work.

If the PhD thesis consists of a collection of articles and a framing introduction, the candidate alone will hold the copyright to the parts that are the result of the candidate’s independent creative efforts.

Articles written by several people where it is not possible to distinguish each individual’s contribution as an independent piece of work will be classed as a work of joint authorship. For such articles, the authors hold joint copyright.

All non-fiction works resulting from the PhD work can be used free of charge by USN in teaching and research activities.

Ownership of results

All rights to results generated during the PhD programme, including technical solutions, methods, documents, research data, databases, computer programmes, biological or other material or products developed in connection with the work during the PhD programme (collectively defined as the ‘**Results**’), shall accrue to USN, unless the candidate takes the doctoral degree as part of their position with an external employer.

If the candidate takes the doctoral degree as part of their position with an external employer, cf. Section 3 of the contract details, the rights to the results shall accrue to the candidate or the candidate’s employer, depending on what has been agreed between these parties.

If the candidate or other employees of the candidate’s external employer produce Results in collaboration with USN-employed supervisors or other USN employees, right of ownership of such Results must be distributed between the candidate/candidate’s employer and USN in accordance with the efforts contributed by each party. In this context, effort means both the background knowledge of each party on which the results are based and the intellectual, work-related, equipment-related and financial contribution that has led to the Results. For Results that are patentable, the share of ownership will be determined in relation to the individual inventors’ independent, intellectual contribution, unless otherwise agreed between the candidate’s external employer and USN. If there is no concrete grounds for a different distribution, jointly produced results will be owned 50/50 by the candidate/candidate’s external employer and USN respectively.

All Results may, regardless of ownership, be used free of charge by USN in teaching and research activities, as long as this is not at the expense of an external owner’s commercial rights.

In special cases, it may be appropriate before or during the PhD programme to specify in detail the right to use background knowledge and/or future Results in a separate intellectual property contract. Such a contract is subject to agreement between the relevant parties and will supplement this Contract.

Notification requirement regarding patentable results

Pursuant to the Employee Inventions Act, PhD candidates who are employed at USN have a duty to notify USN of patentable inventions they may make in connection with their PhD work. If a candidate is in doubt as to whether or not a result is patentable, notification must be given in any case.

PhD candidates who are employed at external institutions have a corresponding duty to notify their employer. Candidates must always inform USN about inventions associated with the doctoral work, even if the candidate is not employed by USN.

Amendments

Amendments to the Contract are subject to agreement between the parties. Amendments must be agreed in writing and included in **Appendix 2.**

If there is a need to make significant changes to the Contract, a new contract must be drawn up.

Contract period

The contract period is specified in Section 4 of the contract details.

The PhD programme must be arranged in such a manner that it can be completed within the nominal length of three years of full-time study, alternatively four years if required duties are included. Any extension of the contract period may be granted in accordance with Section 2.4 (2) last sentence and Section 2-7 of the PhD Regulations.

Extensions to the contract period after the contract has been entered into must be approved by the Programme Committee. The ‘Application for extension of the PhD contract’ form must be filled in and signed by all parties.

Upon successful completion of the PhD programme, or upon earlier completion of the PhD programme in accordance with Sections 2-8, 2-9, 2-10, 2-11 or 2-12 of the PhD Regulations, the Contract will be terminated.

Upon expiry of the contract period or termination of the Contract in accordance with Section 19.4, the parties’ rights and obligations pursuant to the Contract will cease with the exception of the rights and obligations stipulated in Sections 13 (Storage of Research Data), 14 (Publication), 15 (Copyright), 16 (Ownership of Results), 17 (Notification Requirement regarding Patentable Results), 18 (Amendments) and 20 (Disputes and Legal Venue).

Termination of employment after the expiry or termination of the Contract will be governed by the employment contract.

If the candidate has not submitted their thesis before the contract period expires, the candidate may apply to submit it for assessment after termination of the Contract and the funding period.

Disputes and Legal Venue

The Contract is governed by Norwegian law.

Disputes regarding the PhD candidate’s and academic supervisors’ academic rights and obligations pursuant to this Contract are processed and settled by the faculty in question at USN. Other disputes in connection with the Contract shall be resolved through negotiations.

If the dispute is not resolved amicably as stated in Section 20.2, either party may demand that the dispute be settled with final effect in Norwegian courts. The agreed legal venue is Oslo District Court.

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[OPTION 1: [number] copies of the contract are signed, one for each party.] [OPTION 2: The contract is signed by the parties and exchanged by email.] [OPTION 3: The contract is signed electronically.]

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| --- | --- |
| Place/date: **USN c/o the Programme Committee (Chairperson of the Programme Committee)****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title: | Place/date: **PhD candidate****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title:  |
| Place/date: **[External institution]****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title:  | Place/date: **Main academic supervisor****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title: |
| Place/date: **Co-supervisor****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title:  | Place/date: **Co-supervisor****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title:  |
| Place/date: **Co-supervisor****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title:  | Place/date: **Co-supervisor****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title:  |

**APPENDIX 1: FUNDING**

A more detailed description of the PhD programme’s funding is included here.

**APPENDIX 2: AMENDMENTS**

Any amendments to the contract, signed by all parties, are included here.