NORWEGIAN UNIVERSITY OF SCIENCE AND TECHNOLOGY (NTNU)

AGREEMENT CONCERNING ADMISSION TO ORGANIZED DOCTORAL DEGREE PROGRAMME (PhD)
THE AGREEMENT CONSISTS OF PARTS A, B AND C

Approved by the Board on 22 May 2003

PART A: GENERAL

§ 1 OBJECTIVE

This agreement applies to candidates who are individually admitted to the organized doctoral degree programme that leads to the degree of philosophiae doctor (PhD). The objective of the agreement is to ensure that the doctoral degree programme is completed, and also stipulate the rights and obligations of the parties during the programme, within the legal framework, the regulations and the formal decision regarding admission.

§ 2 FORMAL DECISION TO ADMIT A CANDIDATE TO THE DOCTORAL DEGREE PROGRAMME

The agreement is between:

Candidate: _____

who on _____(date) was admitted to the doctoral degree programme for the

degree of philosophiae doctor (PhD) _____

at _____(faculty, NTNU)

_____(department)

§ 3 DURATION OF AGREEMENT

The agreement is valid from _____ until _____.

The period covered by the agreement is automatically extended for any leave of absence allowed by law, in the National wage agreement or in the collective agreement for those employed by the State.

In special circumstances, the agreement may be terminated before the agreed date, cf. § 12.

§ 4 PLAN FOR ORGANIZED ACADEMIC TRAINING AND THESIS

During the period covered by the agreement, the candidate will take part in a doctoral degree programme which consists of an organized academic training part and a research work/project. The doctoral degree programme will culminate in the completion of a scientific thesis with the working title:

_____.

The plan for the doctoral degree programme will be drawn up in accordance with the formal decision to admit the candidate to the programme, the Regulations for the Degree of Philosophiae Doctor at NTNU of 22 May 2003 (hereafter, PhD Regulations), the applicable curricula and the candidate's approved plan for the organized academic training and research work.

§ 5 SUPERVISION DURING THE PROGRAMME

The PhD Regulations § 6 require that a separate agreement is entered into that covers supervision during the doctoral degree programme. The agreement for supervision is Part B of this agreement.

Any changes to the supervision agreement are to be stated in Part B.

§ 6 FUNDING AND EMPLOYMENT DURING THE DOCTORAL DEGREE PROGRAMME

The doctoral degree programme is to have the sources of funding or terms of employment stipulated below:

Sources of Funding:

The candidate is to be funded by (institution/source of funding): _____

for the period from _____ to _____ .

Conditions in connection with the funding: _____

_____.

Terms of Employment:

The candidate is employed as: _____

at _____ (institution).

Conditions of employment and duties:

Duties to be carried out at: _____ (place of work)

Percentage of work time taken up by duties: _____ %

Other conditions in connection with the position: _____.

If the candidate is employed as a research fellow and the university is the employer, a separate contract is to be entered into that governs the conditions of employment. The guidelines for employment as a research fellow at universities and colleges, by the Ministry of Education and Research of 10 June 2003 apply together with the supplementary regulations.

§ 7 AGREEMENT WITH EXTERNAL INSTITUTION

In cases where an external institution contributes to the completion of the doctoral degree programme by employing the candidate with other means of funding, or by making office or workplace available for doctoral candidates, the regulations in the institutional agreement between the institution providing the

doctoral degree programme and the external institution will apply. The agreement with the external institution is Part C of this agreement.

§ 8 OFFICE/WORKPLACE

The candidate will be given an office/workplace at_____
(department/external institution).

§ 9 EQUIPMENT

Equipment necessary that is for the research programme to be carried out will be placed at the candidate's disposal. The decision about which equipment is considered necessary will be made by the department/faculty. For candidates with external funding and/or external workplace, an agreement will be negotiated in connection with the specific research project.

The university will enter into special agreements concerning the right to use the necessary equipment for candidates with external funding or who are employed outside the institution. The university's obligation to provide the necessary equipment for these candidates is described in Part C.

The university will enter into a special agreement concerning other specific operating costs with the sources of funding/funding units and/or whoever provides the office and workplace, see Part C of this agreement.

The agreements mentioned in the second and third paragraphs must be signed by the time the formal decision to admit the candidate to the doctoral degree programme has been made, or immediately afterwards.

Other special conditions:

_____

_____

§ 10 INTELLECTUAL PROPERTY AND PATENT RIGHTS, RIGHTS TO USE RESULTS

If the candidate is the only author of the doctoral thesis, then he/she holds the sole intellectual property rights to the work.

If the doctoral thesis consists of a collection of papers and a summary, the candidate holds the sole intellectual property rights to those parts which are the result of his/her independent creative work.

Papers written by more than one person where it is impossible to ascertain the individual contributions, will be deemed co-authored. For such papers, the co-authors jointly hold the intellectual property rights to the work.

The parts of the doctoral thesis which the candidate holds the sole intellectual property rights to, as well as other academic literature resulting from the thesis work which the candidate alone holds the intellectual property rights to, can be reproduced for use in the university's teaching and research activities without charge. In the case of such use, the candidate's name will be stated in accordance with legal stipulations and good practice.

No restrictions may be placed on the publishing of the doctoral thesis.

If the candidate is employed by NTNU and during the course of the thesis work makes a patentable invention, the candidate is to notify NTNU in writing without due delay in accordance with the Act Respecting the Right to Employees' Inventions of 17 April 1970 § 5. If the invention is the result of joint work with the supervisor, see Part B, § 6.

If the candidate is not employed by NTNU, in the same way as with its employees NTNU can demand that the rights to the invention can be entirely or partly transferred to NTNU in accordance with the Act Respecting the Right to Employees' Inventions.

§ 11 OBLIGATION TO PROVIDE INFORMATION AND RESPONSIBILITY TO FOLLOW UP MATTERS DURING THE DOCTORAL DEGREE PROGRAMME

The parties in Part A are obliged to provide each other with ongoing information concerning all significant matters and the progress of the doctoral degree programme. The parties are obliged to actively follow up any matters which could cause the doctoral degree programme to be delayed or carried out unsatisfactorily, so that the programme can be completed as far as possible.

§ 12 TERMINATION OF ORGANIZED DOCTORAL DEGREE PROGRAMME BEFORE THE AGREED TIME

1. **Voluntary termination**

   The parties may, on the candidate's or the other parties' initiative, agree that the organized doctoral degree programme is to be terminated before the agreed time. In the case of voluntary termination of the doctoral degree programme, a separate agreement is to be prepared concerning how the parties are to deal with issues such as possible employment conditions, funding, rights to results.

   In the case of voluntary termination resulting from the candidate's wish to pursue another project or commence another programme, the candidate must submit a new application based on the new project. Transfer to an individual research project (dr. philos.) is considered voluntary termination.

2. **Enforced termination**

The faculty can decide on enforced termination of the organized doctoral degree programme for the candidate before the agreed date of completion. Enforced termination can be decided on if one or more of the following conditions are met:

a. Recurrent and material breach of the candidate's obligation to provide information, to follow up important issues and to report on progress, as described in § 11 of this agreement and § 9 of the PhD Regulations.
b. Considerable delay in the progress of the research project to such an extent that it creates reasonable doubt as to whether the candidate will be able to complete the project by the agreed time. In order to result in enforced termination, the considerable delay must be due to circumstances which the candidate is able to control.
c. Considerable delay in carrying out the organized academic training, due to circumstances which the candidate is able to control.
d. Breach of the ethical research guidelines which apply to that disiciplinary field.

e. Behaviour by a candidate which breaches the trust which must exist between the university and the candidate during the programme, including punishable conditions that are connected to the completion of the doctoral degree programme.

A decision to carry out enforced termination is to be taken by the faculty on the recommendation of the department.

If the doctoral candidate is an employee of NTNU, the agreement can only be terminated if this is in accordance with the stipulations in the Civil Service Act.

§ 13 OTHER CONDITIONS

This agreement is entered into within the framework of the regulations for researcher education that are valid at that time.

Each of the parties has received an original copy of the agreement. The university's original is to be filed by the faculty.

_____, (place) _____/_____ 20_____ (date)

_____ _____
Doctoral Candidate Department

_____
Faculty, NTNU

AMENDMENTS AND CLARIFICATIONS OF THE AGREEMENT

The following amendments/clarifications have been incorporated into the agreement:

_____
_____
_____
_____
_____
_____
_____
_____
_____

_____, (place) _____/_____ 20_____ (date)

_____ _____ _____
Doctoral Candidate Department Faculty

AGREEMENT CONCERNING ADMISSION TO ORGANIZED DOCTORAL DEGREE PROGRAMME

THE AGREEMENT CONSISTS OF PARTS A, B AND C

PART B: AGREEMENT CONCERNING SUPERVISION DURING THE DOCTORAL DEGREE PROGRAMME

If the candidate has nominated more than one supervisor, this agreement must be signed by all the supervisors.

§ 1 OBJECTIVE

This agreement concerns the supervision of a research project with the working title:

_____,
and specialist follow up of the approved plan for the doctoral degree programme (cf. Part A, § 4).

This agreement stipulates the parties' rights and obligations in connection with supervision throughout the duration of the agreement.

§ 2 PARTIES TO THE AGREEMENT

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

The appointed principal supervisor throughout the period covered by the agreement is:

_____ (name)

_____ (department/institution)

The other supervisor(s) appointed throughout the period covered by the agreement is/are:

_____ (name)

_____ (department/institution)

§ 3 PLAN FOR THE DOCTORAL DEGREE PROGRAMME

Supervision will be based on the plan for the doctoral degree programme included in the candidate's application for admission, as stated in the formal decision to admit the candidate to the programme.

§ 4 OBLIGATION TO REPORT ON PROGRESS AND PROVIDE RELEVANT INFORMATION

The candidate and the supervisor(s) undertake to keep one another informed on an ongoing basis about all matters of significance for supervision. The parties undertake to actively follow up any matters which could lead to supervision not functioning as is agreed in § 5 below.

§ 5 OBLIGATIONS OF THE SUPERVISOR AND THE CANDIDATE IN CONNECTION WITH SUPERVISION

In addition to what is stipulated in the Regulations, **the supervisor** must:

- offer advice on formulating and limiting areas for study and research
- discuss and assess hypotheses and methodology
- provide assistance in finding specialist literature and data sources (libraries, archives, etc)
- discuss the form of presentation and work on the chosen research topic (outline, linguistic form, documentation, etc)
- help to introduce the candidate into relevant scientific groups and bodies
- discuss results and their interpretation
- provide the candidate with guidance in ethical principles for research in connection with the thesis

The doctoral candidate must:

- submit reports or drafts of parts of the thesis to the supervisor. Parts of the thesis may be presented in connection with seminars
- comply with ethical research principles in that disiciplinary field

§ 6 INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

If the candidate is the only author of the doctoral thesis, then he/she holds the sole intellectual property rights to the work.

If the doctoral thesis consists of a collection of papers and a summary, the candidate holds the sole intellectual property rights to those parts which are the result of his/her independent creative work.

Papers written by more than one person where it is impossible to ascertain the individual contributions, will be deemed co-authored. For such papers, the co-authors jointly hold the intellectual property rights to the work.

If the candidate is employed by NTNU and during the course of the thesis work makes a patentable invention, the candidate is to notify NTNU in writing without due delay in accordance with the Act Respecting the Right to Employees' Inventions of 17 April 1970 § 5. If the invention is the result of joint work with the supervisor(s), who is/are emplyed by NTNU, the candidate and the supervisor(s) are to notify NTNU in writing without due delay. The candidate and the supervisor(s) are to jointly deteemine what their respective shares in the patentable invention are.

§ 7 TERMINATION OF SUPERVISION

The doctoral candidate and the supervisor may by mutual agreement request the faculty to select a new supervisor for the candidate. The supervisor is not at liberty to terminate his/her supervision until a new supervisor has been appointed.

If the doctoral candidate or the supervisor feels that the other party is not fulfilling his/her obligations in accordance with §§ 4 and 5 of this agreement, the party which feels that the obligations are not being met is to raise the issue with the other party. The doctoral candidate and the supervisor must work together to try and find a solution to the situation.

If the doctoral candidate or the supervisor feels that the other party is not fulfilling his/her obligations in accordance with §§ 4 and 5 of this agreement, and if these parties are unable to reach agreement as to how

to resolve the situation, the candidate or the supervisor may request to be released from their obligations under the supervision agreement. Any such request to be released from obligations under the supervision agreement is to be addressed to:
_____(faculty)_____, but is to be sent via the department.

A copy of the request must be sent by the party making the request to the other party.

The decision as to whether to release the doctoral candidate or the supervisor from their obligations under the supervision agreement will be taken by:
_____(faculty)_____. In connection with this decision, the body responsible for the decision must ensure that the doctoral candidate signs a new supervision agreement with a new supervisor.

§ 8 DISPUTES

Any disputes concerning the supervisor's or the candidate's rights and obligations under this agreement may be submitted by the parties for assessment and decision by the relevant disciplinary body at the institution. For the purposes of this agreement the relevant body is:
_____(faculty)_____.

§ 9 OTHER CONDITIONS

This agreement (Part B) has been entered into within the framework of the applicable regulations and guidelines for doctoral degree programmes, including the PhD Regulations. The original documents concerning this agreement are to be filed at the faculty.

_____, (place) _____/_____ 20_____ (date)

_____	_____	_____
Doctoral Candidate	Principal supervisor	Department

_____
Other supervisor

_____
Other supervisor

AMENDMENTS AND CLARIFICATIONS OF THE AGREEMENT

The following amendments/clarifications have been incorporated into the agreement:
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____

_____, (place) _____/_____ 20_____ (date)

_____	_____	_____
Doctoral Candidate	Principal supervisor	Department

_____
Other supervisor

_____
Other supervisor

AGREEMENT CONCERNING ADMISSION TO ORGANIZED DOCTORAL DEGREE PROGRAMME

THE AGREEMENT CONSISTS OF PARTS A, B AND C

PART C: AGREEMENT BETWEEN AN EXTERNAL INSTITUTION AND THE NORWEGIAN UNIVERSITY OF SCIENCE AND TECHNOLOGY (NTNU) FOR THE COMPLETION OF THE DOCTORAL DEGREE PROGRAMME

If cooperation involves two external institutions (one institution providing funding and the other providing a workplace), separate agreements are to be made with each institution.

§ 1 PARTIES TO THE AGREEMENT

This agreement is between:

_____
NTNU, hereafter "**University**"

_____
Doctoral Candidate

and

_____
(external institution, company, hereafter "**External Institution**"

The **External Institution** must be familiar with Part A and Part B of the agreement.

§ 2 OBJECTIVE AND DURATION OF AGREEMENT

The objective of this agreement is to ensure that the doctoral candidate _____ has satisfactory working conditions for the completion of the doctoral programme and thesis work. The agreement defines the parties' respective rights and obligations during the period covered by the agreement.

The doctoral candidate's project has the working title

_____

The plan for the organized academic training part and thesis work is stated in § 4 in Part A: General agreement concerning admission.

This agreement is of the same duration as the agreement between the doctoral candidate and the university (cf. Part A, § 3).

The agreement will be of a shorter duration in the previous section if there is voluntary termination or enforced termination of the organized doctoral degree programme before the agreed date of completion. In such a case, each of the parties must seek an orderly release of their obligations in relation to the other parties.

§ 3 COOPERATION BETWEEN THE PARTIES

The parties agree to cooperate closely and to assist in the completion of the doctoral degree programme as mentioned in § 2. All parties are obliged to keep each other informed about any conditions that may be of significance to the project. Any conditions related to the party's obligations, as stated in § 4, which could affect the completion of the agreement or the rights and obligations mentioned, must be brought to the other party's attention as quickly as possible.

If such information and conditions mentioned in the first paragraph have been imparted to another party, all parties are obliged to actively cooperate to find a solution to the problem.

§ 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

The University is obliged to:

- provide a *supervisor* for the doctoral candidate for the period covered by the agreement.
- provide theoretical and methodological *training* within the framework of the Regulations for the Degree of Philosophiae Doctor at NTNU of 22 May 2003, 7.3.

In addition, the **University** may:

- *employ* the doctoral candidate for the period covered by the agreement. The conditions of employment are to be in accordance with the Civil Service Act and regulations, guidelines for the employment of research fellows, as stipulated by the Ministry of Cultural and Scientific Affairs on 17 February 1986, as well as any supplementary provisions in the regulations in force at the time. In the case of employment, a separate employment contract is to be entered into in order to regulate the conditions of employment.
- offer the candidate a *workplace* with the appropriate necessary equipment.

The External Institution is obliged to:

- *fund* the doctoral degree programme

and/or

- offer the candidate a *workplace* with the appropriate necessary equipment.

In addition, the **External Institution** may:

- *employ* the doctoral candidate for the period covered by the agreement. During the period of employment, the candidate must be provided with satisfactory working conditions so that the candidate is enabled to complete a course of research training lasting three years in total, which must make up at least 50 per cent of the time spent at work.
- provide a *supervisor* for the candidate for the period covered by the agreement.

The External Institution is entitled to:

- use without change, those parts of the doctoral work in which the candidate alone holds the intellectual property rights to in their own operations (for details, see § 7).

§ 5 EQUIPMENT

The necessary equipment must be available for the doctoral candidate for use in the research project, cf. § 9 in Part A of the agreement. The decision as to what is considered the necessary equipment, and the funding of this is to be made by the department/faculty at the **University** in consultation with the **External Institution** in connection with the individual research project. The department/institution where the candidate has his/her workplace is responsible for meeting the obligations in this area. The **University** and the **External Institution** are to negotiate a possible agreement for the provision of extra funds for equipment and operating equipment.

§ 6 ADDITIONAL REGULATIONS

The doctoral candidate is to be *employed* at:_____

at salary scale _____ gross, which currently amounts to NOK_____
per annum/month in the period covered by the agreement, i.e. for the period from _____to _____.

The amount is to be paid monthly/quarterly/semiannually into account no. _____.

During the period covered by the agreement, the candidate's *workplace* is to be at:
_____ (institution)

_____
(department, faculty)

If the supplementary regulations stipulate a residential obligation, this will be met in the following manner:
_____

_____

During the period covered by the agreement, the candidate will require extra expenses for the following reasons:

_____,

Total costs are estimated to be NOK _____,

To be funded/made available by
_____(**University, External Institution**)

§ 7 RIGHTS TO USE OF RESULTS, ETC

If the candidate is the sole author of the doctoral thesis, he/she alone will own the intellectual property rights to the work.

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone will hold the intellectual property rights to the parts which are the result of his/her independent creative efforts.

Articles written by several people, without it being possible to differentiate between the different individuals' work will be deemed as co-authored work. In such cases, the co-authors collectively hold the intellectual property rights.

Those parts of the doctoral thesis in which the candidate alone holds the intellectual property rights, as well as other academic literature resulting from the thesis work in which the candidate alone holds the intellectual property rights, can be used without extra charge in the form of copies as part of the external institution's activities. The same applies to the presentation of the works to the external institution's employees (and any students, if the external institution is an educational institution) in connection with the external institution's normal activities. In the case of such use of the candidate's published thesis, the candidate's name will be stated in accordance with legal stipulations and good practice.

If, during the course of the thesis work, the doctoral candidate makes a patentable invention, the candidate is to notify the party that he/she has entered a contract of employment with, in writing, and without due delay in accordance with the Act Respecting the Right to Employees' Inventions of 17 April 1970 § 5. The other institutional party is to be notified for information purposes only.

In accordance with the agreement with the candidate, **the University** is entitled to use any inventions without charge for research and teaching purposes, cf. Part A, § 10.

No restrictions may be placed on the publicizing or publication of a doctoral thesis, with the exception of a previously agreed delay of the publication/announcement date so that the **External Institution** can decide on matters of patenting/commercialization. The **External Institution** cannot impose conditions that the whole or parts of the doctoral thesis may not be publicized/published.

§ 8 OTHER CONDITIONS

The parties may undertake changes or additions to this agreement in writing.

Any disputes as to the interpretation of this agreement must be attempted to be resolved through negotiations.

_____, (place) _____/_____ 20_____ (date)

_____ _____

for **NTNU** **Doctoral Candidate**

_____

for **the External Institution**

AMENDMENTS AND CLARIFICATIONS OF THE AGREEMENT

The following amendments/clarifications have been incorporated into the agreement:

_____

_____

_____

_____

_____
_____
_____
_____
_____

_____, (place) _____/_____ 20_____ (date)

_____ _____
for **NTNU** **Doctoral Candidate**

_____
For **the External Institution**