**AGREEMENT RELATING TO ADMISSION TO AND THE COMPLETION OF PhD EDUCATION AT THE UNIVERSITY OF STAVANGER**

# Contracting parties

## The PhD candidate (hereafter referred to as the "Candidate"), the University of Stavanger (hereafter referred to as "UiS") at the relevant faculty/museum (hereafter referred to as the "Faculty"), the department/centre (hereafter referred to as the "Department") and any external enterprises (public or private companies, organisations, etc.) that contribute funding or are otherwise jointly responsible for PhD courses (e.g. by providing supervisors), shall be parties to this Doctoral Agreement (hereafter referred to as the "Agreement"). The main supervisor and co-supervisor(s) are included in Clause 7.2, of the Agreement, and shall also sign this Agreement.

|  |  |
| --- | --- |
| The Candidate: | [Candidate's name] |
| Faculty | Faculty |
| Department: |  |
| External party/parties):[[1]](#footnote-2) | [Any external enterprises] |

## The Candidate is admitted to the following PhD programme at UiS:

|  |  |
| --- | --- |
| PhD programme: | Please select a PhD programme |

# Purpose

## The purpose of this Agreement is to ensure the completion of PhD education and regulate the rights and obligations of the parties within the framework of laws, regulations and admission decisions, cf. Section 2-3 of the Regulations for the Philosophiae Doctor (PhD) degree at the University of Stavanger[[2]](#footnote-3) (hereafter referred to as the "PhD Regulations").

# Duration, compulsory work and residency obligations

## The duration of the Agreement corresponds to the funding period, cf. Clause 4. The Agreement period shall ensure opportunities for completing PhD courses within the standard timeframe, i.e. three years of full-time study, and shall as a general rule be set at three years without compulsory work or four years with 25% compulsory work:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Duration:** | From date: |  | To date: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Compulsory work (please insert a tick):** | Yes ☐ No ☐ | If yes, percentage of working hours (%): |  |
| Compulsory work is to be undertaken at the Faculty/Department: | |  | |

## If the Candidate has an external employer, the Faculty may require the Candidate to be resident in the relevant academic environment at UiS during the duration of the Agreement:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Residency obligation (please insert a tick):** | Yes No | If yes, please complete as follows: | | |
| The Candidate must be resident in: | | From date | To date | Or % of working year |
| [Faculty/ Department] | | From date | To date |  |
| [Faculty/ Department] | | From date | To date |  |

## In special cases the Agreement may be terminated before the agreed upon date, cf. Section 2-6 et seq. of the PhD Regulations.

## Following termination of the Agreement, the Candidate's right to supervision and access to the university's infrastructure, etc. shall no longer apply. The Candidate may still apply to submit his/her thesis for evaluation for a PhD.

# Employment and funding

## The Agreement and any attachments shall show that the Candidate has adequate funding for the duration of the Agreement.

## **Employment**

|  |  |  |  |
| --- | --- | --- | --- |
| **The employer is** (please insert a tick): | UiS  Other | If other: | [Please enter the employer] |

## **Funding**

|  |  |  |  |
| --- | --- | --- | --- |
| **The Candidate's PhD education is funded as follows (**please state all sources of funding): | | | |
| [Please fill in the names of everyone who in one way or another makes a financial contribution to the completion of the doctoral work and PhD education (public or private institutions/bodies/organisations/companies, etc.)] | | | |
| If the PhD course is funded by  The Research Council of Norway (RCN) or the EU, the project number must be provided: | | | [The project number for the funding source shall be entered here] |
| RCN  (please insert a tick): | PhD scholarship\* | Industrial PhD | Public sector PhD |

\*) PhD position at UiS that are fully or partially funded by project funds provided by the NFR.

# Option 1 (UiS is the employer):

# The Candidate is employed as a research fellow at UiS for the duration of the Agreement, cf. Clause 3.1. A separate agreement (employment contract) is entered into between the research fellow and UiS that regulates the employment relationship.

# Option 2 (external employer): The funding plan is set out either in the table below or in a separate appendix to the Agreement, cf. Clause 13.

Table 1. Funding plan[[3]](#footnote-4)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Cost elements | Year 1 | Year 2 | Year 3 | Total |
| Personnel payments (salary and social costs) |  |  |  |  |
| Other operating expenses, including operating assets |  |  |  |  |
| Indirect costs |  |  |  |  |
| Supervision – xx hours |  |  |  |  |
| Training component (30 credits) |  | - | - |  |
| Mid-term evaluation | - |  | - |  |
| Public defence (high estimate) | - | - |  |  |
| Any research infrastructure resources (lab) | Any separate agreements relating to research infrastructure resources. | | |  |

# Content of the PhD education

## The Candidate shall complete his/her education, consisting of a training component (at least 30 credits) and a scientific work (hereafter referred to as a "doctoral work"), leading up to the degree of Philosophiae Doctor (PhD). The doctoral work shall result in a thesis with a working title (please insert):

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## The basis for the PhD education is stated in the admission decision, as well as in the requirements stipulated in or pursuant to the PhD Regulations, an approved project description and a plan for the training component. Regulation of the contents in the project description and the plan for the training component, including any changes to these, is further regulated in Sections 2-2 and 4-1 of the PhD Regulations.

## Any significant changes in the approved project description or the plan for the training component require re-approval by the Doctoral Committee at the relevant faculty, as well as a new Doctoral Agreement if such approval is granted.

# Infrastructure

## The infrastructure required for undertaking the PhD course shall be made available to the Candidate. The decision about what is considered as being required infrastructure is made by UiS at the relevant Faculty/Department.

|  |  |  |
| --- | --- | --- |
| **Required infrastructure** | **Detailed description** | **To be made available by[[4]](#footnote-5)** |
| Office workplace: |  | [Contracting party/Department] |
| Material: |  | [Contracting party/Department] |
| Equipment: |  | [Contracting party/Department] |
| Other facilities:  (e.g. lab, workshop, etc.) |  | [Contracting party/Department] |

# Supervision

## **Supervision entitlements** The Candidate is entitled to supervision for the duration of the Agreement.

## **Appointed supervisors** The following supervisors have been appointed:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name** | **Employer/place of work** | **Position/title** |
| Main supervisor: |  |  |  |
| Co-supervisor: |  |  |  |
| [Co-supervisor:] |  |  |  |

## **Content of supervision**

### The supervisor shall:

### give advice on the formulation and delimitation of the thematic area and research questions,

### discuss and assess hypotheses and methodology

### the structure and implementation of the thesis, including the outline, choice of language, documentation, etc., discuss results and their interpretation

### keep up-to-date on the progress of the Candidate's work and assess it in relation to the planned progress

### help to introduce the Candidate to relevant academic environments, including facilitating foreign visits while undertaking the thesis

### provide the Candidate with supervision on academic presentation

### provide the Candidate with supervision on ethical research ethics issues related to his/her thesis

### The Candidate shall:

### regularly submit drafts of parts of his/her doctoral work as agreed with his/her supervisor and in accordance with the project description

### complete the training component in accordance with the progress plan

### comply with the ethical research principles and guidelines that apply to the subject concerned

# Rights to the results of work

## **Rights to the results of work that the Candidate produces in connection with his/her doctoral work**

### If the Candidate is the sole author of the thesis, he/she alone holds the copyright to that thesis/copyright protected work, cf. the first subsection of Section 2 of the Norwegian Copyright Act. Academic papers or other copyright protected works created by the Candidate in collaboration with others, including supervisors, without it being possible to distinguish the individual's contribution as being a separate work, shall be joint works in accordance with the Norwegian Copyright Act, cf. the first subsection of Section 8 of the Act. In the latter case, the authors will jointly own the copyright.

### If the Candidate is employed at UiS, cf. Clause 4.2, the following shall apply: As an employee at UiS, the Candidate is bound by the current "IPR policy" at UiS in accordance with his/her employment contract.

### On specified legal grounds and under certain conditions, UiS is entitled to claim transfer of rights to the results work produced by the Candidate in connection with his/her doctoral work.

### If, in connection with his/her doctoral work, the Candidate creates a patentable invention, written notification of the invention shall be provided without undue delay to the employer, c/o Validé AS (UiS’ Technology Transfer Office (TTO)), in accordance with Section 5 of the Norwegian Act relating to the rights to employees’ inventions (the Norwegian Employee Invention Act). Pursuant to Section 4 of the same Act, cf. the first and second subsections of Section 6, the employer may claim transfer of the right to inventions to him. If the invention is created in cooperation with the Candidate’s supervisor, the Candidate and his/her supervisor shall jointly determine their respective stakes in the patentable invention in their written notification about the invention.

### If the Candidate has an external employer, cf. Clause 4.2, the following shall apply: Work results that the Candidate produces in connection with his/her doctoral work will belong to the Candidate's employer or to the Candidate depending on what has been agreed between the two parties in the employment contract. If, in connection with his/her doctoral work, the Candidate creates a patentable invention, written notification of the invention shall be provided without undue delay to the employer in accordance with Section 5 of the Norwegian Employee Invention Act. UiS shall have a copy of such notifications. When results are produced jointly by the Candidate or other employees of the Candidate's employer and UiS employees, and if their respective stakes in the results cannot be shared, they shall have joint ownership of such results.

### Notwithstanding the above, UiS shall have the right at no charge to use the results of the doctoral work for their own educational or research purposes.

## **Disclosure and publication**

### No restrictions may be placed on the public access to and publication of a thesis. Exceptions apply when a PhD course is wholly or partly funded by an external party, cf. Clause 1, as a pre-agreed postponement of the date of disclosure/publication may be accepted so that the external party can make any decisions about patenting/commercialisation. External parties may not set forth terms that prevents all or part of a thesis from being made available to the public or published.

### Candidates employed at UiS may choose to publish their inventions in line with the terms set out in the third subsection of Section 6 of the Norwegian Employee Invention Act, cf. the Agreement’s Clause 8.1.2. However, the rights to publication require the consent of any co-inventors, e.g. supervisors, or that third-party rights do not otherwise preclude such publication.

## **Crediting**

### When releasing or publishing a thesis, the Candidate shall comply with the current guidelines relating to the institutions/contributors being credited. This means that UiS shall be named as the author’s address for the thesis and any part that might be included in it, but that other institutions/external parties shall also be named if, in each case, these have made a necessary and significant contribution to the published work or the basis for such.

# Research ethics

## When undertaking a PhD education, the Candidate shall comply with the guidelines for research ethics that apply to the field/discipline in question, as well as any other norms relating to good research practice.

# Amendments

## **General**

### All amendments to the Agreement shall be stipulated in a separate document signed by the parties and attached to the original Agreement in order to be valid.

## **Extension of the duration of the Agreement**

### The duration of the Agreement shall be extended correspondingly to any statutory leave laid down in the law, the Basic Collective Agreement for the Norwegian Civil Service or the Basic Agreement for the Norwegian Civil Service.

## **Change of supervisors**

### The Candidate and his/her supervisor may agree ask the Faculty, via the Head of Department, to appoint a new supervisor for the Candidate. Supervisors may not withdraw until a new supervisor has been appointed.

### If the Candidate or supervisor finds that the other party is in breach of his/her obligations under Clause 7.3 or Clause 11.2 of this Agreement, either party may ask the Faculty to be released from their supervisor relationship.

### Any requests to be released from such supervisor relationships shall be submitted to the Faculty, via the Department. Whoever submits such a request shall send a copy of the request to the other party.

### The decisions regarding release of Candidates and supervisors from a supervision relationship are made by the Dean of the relevant faculty. The Faculty shall ensure a new supervisor is appointed and that any such changes are documented in accordance with Clause 10.1.1. Any external parties shall be notified of changes in supervision relationships.

## **Termination**

### The Candidate and UiS may agree to terminate a PhD course. In the event of voluntary termination of a PhD course, questions regarding the terms and conditions of employment, funding and rights to results, etc. shall be settled in writing, cf. Section 2-6 of the PhD Regulations.

### UiS may decide to terminate a PhD course in such cases as set out in Sections 2-7 to 2-9 of the PhD Regulations.

# Duty to provide information and progress reports

## The parties have a duty to keep each other informed of all matters of relevance for the completion of the PhD course. The parties must actively follow up and deal with circumstances that may delay or prevent the Candidate form completing the PhD course.

## The Candidate and his/her main supervisor have a duty to keep each other informed of all matters of relevance for the supervision. The parties must actively follow up and deal with circumstances that may entail a risk that supervision will not be performed as stated in Clause 7.3 of the Agreement.

## The Candidate and his/her main supervisor shall submit separate progress reports once a year, or at the intervals stipulated in Section 5-1 of the PhD Regulations.

# Choice of law and court of venue

### The Agreement is governed by Norwegian law.

### Any disputes between the PhD Candidate and his/her supervisor concerning academic rights and obligations, such as access to or ownership of collected data, the size of contributions to joint publications or copyright, etc., are dealt with by the Faculty concerned.

### Any disputes between the parties that may arise in connection with, or as a result of, the Agreement shall be resolved amicably through negotiations or voluntary mediation. If these are unsuccessful, the dispute concerned can be brought before the courts, with Stavanger District Court as the legal venue.

# Appendices

Table 3: Appendices

|  |  |  |  |
| --- | --- | --- | --- |
| **Appendices** | **Not necessary** | **Attached to the Agreement** | **Delivered to the Faculty** |
| Funding plan |  |  |  |
| Education plan\* |  |  |  |
| The Cotutelle Agreement |  |  |  |

# \* Includes the project description, progress plan, plan for the training component, publication plan and plan for staying at other institutions.

# Signatures

**The Candidate**

|  |
| --- |
| Date and signature: |
|  |
|  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: |

**On behalf of the Department**

|  |
| --- |
| Date and signature: |
|  |
|  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Job title and Department] |
| Name: |

**Main supervisor**

Date and signature:

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

Name:

**Co-supervisor**

Date and signature:

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

Name:

**Co-supervisor**

Date and signature:

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

Name:

**On behalf of [external party]**

Date and signature:

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

Name and position:

1. External parties who contribute funding or are otherwise jointly responsible for the PhD education (e.g. by providing supervisors) shall be parties to this Doctoral Agreement. [↑](#footnote-ref-2)
2. https://lovdata.no/dokument/SFE/forskrift/2019-06-13-1471 [↑](#footnote-ref-3)
3. Normally personnel costs, operating expenses and indirect costs for years 1 and 3 shall be covered by the external employer (orange cells). Supervision, training component, mid-term evaluation, public defence and indirect expenses for year 2 (residency year) are covered by the University of Stavanger (blue cells). A separate agreement is entered into for rental costs. [↑](#footnote-ref-4)
4. If the required infrastructure is made available by an external contracting party, such shall be stated. [↑](#footnote-ref-5)