

# Agreement on admission to organised doctoral education (PhD programme) at Nord University

## INTRODUCTION AND INSTRUCTIONS

This agreement on admission is based on the *Recommended Guidelines for the Doctor of Philosophy Degree (PhD)* approved by the Norwegian Association for Higher Education Institutions (UHR) on April 29 2011, revised on January 1 2015, and replaces the corresponding agreement of 2011. The purpose of the agreement is to supplement and specify in writing the faculty's decision regarding admission to the PhD programme. The admission agreement is used throughout Norway. This binding agreement between the parties aims to ensure that candidates admitted to the PhD programme have working conditions that enable them to complete the programme within the specified timeframe.

The agreement is drawn up in accordance with the laws and regulations that apply to doctoral education at Nord University. Refer to the *Act relating to Universities and University Colleges (Universities and University Colleges Act) of 2005*, with appurtenant regulations, in particular the *Regulations concerning conditions of employment for the posts of postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral research fellow), *vitenskapelig assistent* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on January 31 2006, and the supplementary provisions that apply at any given time. The agreement is also based on other laws and regulations, including the *Civil Service Act*, the *Public Administration Act*, the *Copyright Act* and the *Patents Act*, as well the *Norwegian Qualifications Framework*, UHR's *Recommended Guidelines for the Doctor of Philosophy Degree* and the *Recommended Guidelines for the Doctor of Crediting Academic Publications to Institutions*.

The agreement comprises three (3) parts (A, B and C), and aims to address and regulate the most important aspects of doctoral education. Under normal circumstances, parties are required to complete only parts A and B. Part C applies in cases of doctoral education with external financing, and where the doctoral candidate is employed by an external entity or within business and industry or the public sector. Any changes made to the agreement during its term shall be documented in the agreement, dated, and signed by the parties.

All parties shall receive one (1) original signed copy of the agreement. The faculty's copy shall be archived within the university's electronic archive system. These instructions and table of contents have no archival value.

## CONTENTS

Introduction and instructions.....	1
<b>Part A: General terms and conditions .....</b>	<b>1</b>
1. Purpose .....	1
2. Admission decision .....	1
3. Term of the agreement.....	2
4. Required coursework and doctoral thesis .....	2
5. Financing, appointment and employment.....	3
6. Infrastructure.....	4
7. Copyrights, patent rights and intellectual property rights (IPR) .....	5
8. Ethics and integrity in the use of research results, research data, etc. ....	6
9. Duty to provide information and submit progress reports .....	6
.....	8
<b>Part B: Agreement on academic supervision.....</b>	<b>8</b>
1. Purpose .....	8
2. Parties to the agreement.....	8
3. Basis of the doctoral education .....	8
4. Duty to provide information and submit progress reports .....	9
5. Obligations related to supervision .....	9
6. Copyrights, patent rights and intellectual property rights (IPR) .....	9
7. Change of supervisors .....	10
8. Disputes.....	10
9. Concluding provisions.....	11
<b>Part C: Agreement between an external institution, Nord University and the PhD candidate on completion of the PhD programme .....</b>	<b>12</b>
1. Parties to the agreement.....	12
2. Purpose and term .....	12
3. Cooperation between the parties .....	13
4. Rights and obligations of the parties .....	13
5. Equipment and infrastructure .....	14
6. Supplementary provisions.....	15
7. Additional provisions for business and industry and public sector candidates .....	15
8. Copyrights, patent rights and intellectual property rights (IPR) .....	16
9. Relationship to other agreements .....	17
10. Concluding provisions.....	18

# Agreement on admission to organised doctoral education (PhD programme) at Nord University

**Approved by the Rector on March 3 2016 by authority of the Board of Nord University.**

The parties to the agreement shall complete and sign parts A and B.

The parties shall complete Part C in cases of external financing, or if the candidate is employed by an external party. Part C also applies for doctoral education undertaken in cooperation with business and industry or the public sector. Part C shall not apply to candidates financed by the Research Council of Norway, where the Research Council of Norway's agreement applies.

Unless otherwise stated, legal references are to the provisions of the *Regulations for the doctor of philosophy degree (PhD) at Nord University* (PhD regulations).

## PART A: GENERAL TERMS AND CONDITIONS

Part A of the agreement shall be signed by the candidate and the faculty dean.

### 1. Purpose

This agreement applies to all doctoral candidates admitted to doctoral education (PhD programme) via ordinary admission procedures. The purpose of the agreement is to ensure that the candidate completes the PhD programme, and to regulate the rights and obligations of the parties within the framework of relevant laws and regulations and the specific provisions of the admission decision.

### 2. Admission decision

The agreement is entered into between the doctoral candidate, hereafter referred to as "the candidate", and the faculty at Nord University.

\_\_\_\_\_  
Candidate name

has on \_\_\_\_\_ been admitted to the PhD programme in \_\_\_\_\_  
Date PhD programme name

at \_\_\_\_\_  
Faculty

pursuant to the PhD regulations of \_\_\_\_\_ and supplementary guidelines for  
Date

\_\_\_\_\_ of \_\_\_\_\_  
PhD programme name Date

### 3. Term of the agreement

The term of the agreement is the same as the period of financing for the candidate's doctoral education. The agreement is valid from the commencement of financing until its conclusion; cf. Part A, section 5.

The term of the agreement is from \_\_\_\_\_ to \_\_\_\_\_

The term of the agreement will be extended automatically in cases of leaves of absence granted on the basis of Norwegian law, the *Basic Agreement for the Civil Service* or the current *Basic Collective Agreement for the Civil Service*. In exceptional cases, the agreement may be terminated before the agreed date of conclusion.

The candidate and the faculty may agree to terminate the agreement prior to the agreed date of conclusion. In the case of agreed early termination, the parties shall clarify in writing any questions related to employment relationships, financing, right to results, and the like, cf. section 5, sub-section 5.

In cases of voluntary termination by the candidate with regard to a change of project or transition to a different programme, the candidate shall re-apply for admission on the basis of the new project, cf. section 5, sub-section 5.

The university may institute involuntary termination prior to the agreed date of conclusion, cf. section 5, sub-section 6 and section 5, sub-section 8. Decisions regarding involuntary determination are handed down by the faculty.

### 4. Required coursework and doctoral thesis

Within the term of the agreement, the candidate shall complete a PhD programme comprising required coursework and a research project. The programme as a whole will culminate in the completion of a doctoral thesis with the following working title:

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The basis of the doctoral education consists of the formal admission decision, the requirements stated in, or formulated in accordance with, the PhD regulations for Nord University, an approved project description and a plan for required coursework.

Changes and additions to the candidate's project description or plan for required coursework are permitted, but not to the extent that the agreement no longer represents an accurate picture of the relationship between the parties, financing arrangements, content and progress of the research project, or other significant factors. In case of extensive changes, Nord University may terminate the contract or demand that the parties enter into a new agreement. Other, minor changes may be made without amendment to the agreement. Minor changes shall be documented in writing and stored in such a way that their connection with the agreement is clear and unambiguous.

The candidate has the right and obligation to receive academic supervision during the term of the agreement. The candidate, supervisors and faculty shall enter into a separate agreement regarding supervision. The supervision agreement forms Part B of this agreement.

## 5. Financing, appointment and employment

Doctoral education will be carried out with the following financing and employment arrangements:

### Financing:

The candidate is financed by:

\_\_\_\_\_  
Institution / source of funding

\_\_\_\_\_  
Date from

\_\_\_\_\_  
To

\_\_\_\_\_  
Institution / source of funding

\_\_\_\_\_  
Date from

\_\_\_\_\_  
To

### Workplace:

The candidate is employed by:

\_\_\_\_\_ for the term of the agreement.  
Name of institution or entity, and faculty or other unit (if relevant).

Appointment to doctoral research fellowship position and the terms of employment (for candidates employed in this type of position during the term of the agreement).

The candidate is appointed to the position of:

\_\_\_\_\_

At institution:

\_\_\_\_\_

### Either

There is no work requirement associated with appointment to the doctoral research fellowship position,

### Or

This position includes a work requirement with the following terms:

The work requirement will be carried out at:

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The work requirement comprises the following percentage of working hours: \_\_\_\_\_ %

Short description of work requirement's content:

Additional terms of employment (eg. residence requirement):

Where a doctoral candidate is employed by the university as doctoral research fellow, the parties shall sign a separate agreement regulating the employment relationship. *The Regulations concerning terms and conditions of employment for the posts of postdoktor (post-doctoral research fellow), stipendiat (doctoral research fellow), vitenskapelig assistent (research assistant) and spesialistkandidat (resident)* approved by the Ministry for Education and Research on January 31 2006, as well as the general provisions of the *Civil Service Act*, with appurtenant regulations, also apply.

The parties shall complete Part C of the agreement in cases where an external institution or entity contributes to the doctoral education by providing the candidate with a research fellowship, financing or employment.

## 6. Infrastructure

The institution shall place the infrastructure necessary to implement the doctoral education at the disposal of the candidate. The responsible faculty at Nord University shall determine what infrastructure is necessary for implementation of the project.

In terms of necessary equipment, the parties specifically identify the following:

If the doctoral candidate has external financing and / or an external workplace, the institution and external party shall enter into an agreement on infrastructure and other operating costs. Additional provisions shall be stated in Part C. Any such agreement shall be signed prior to formal admission of the candidate or immediately thereafter.

## **7. Copyrights, patent rights and intellectual property rights (IPR)**

The provisions of this section shall not be interpreted in any way that conflicts with the *Copyright Act of June 12 1961* or appurtenant regulations.

### **Copyright to the doctoral thesis**

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis. If the doctoral thesis comprises a collection of articles or a summary, the candidate alone holds the copyright to the parts of the work that are the result of the candidate's independent, creative efforts.

Articles or other contributions written in collaboration, where it is not possible to discern individual contributions to the whole, shall be considered collaborative works. In such cases, the authors hold copyright jointly.

### **Use of doctoral thesis in teaching and research activities**

The university may at no charge use those parts of the doctoral thesis to which the candidate alone holds the copyright, as well as parts of other manuscripts resulting from the work involved in the thesis and to which the candidate alone holds the copyright, in its teaching and research activities. The same applies to the production of hard and digital copies of the same work at no charge to the institution.

### **Obligation to notify regarding patentable inventions**

If a candidate who is an employee of Nord University makes a patentable invention in connection with the doctoral project, they shall deliver written notification of the invention to the university without undue delay, pursuant to section 5 of the *Act of April 17 1970 concerning the right to employees' inventions*. In accordance with section 4, cf. section 6, first and second paragraphs of the same Act, the university may demand that the invention be transferred from the candidate to the institution. If the invention results from collaboration with the supervisor, the candidate and supervisor must identify their respective parts of the patentable invention, refer to Part B, section 6.

The candidate retains the right to publish the invention on the conditions stated in section 6, paragraph three of the *Act concerning the right to employees' inventions*.

### **Rights to project results**

Pursuant to the *Act concerning the right to employees' inventions*, Nord University may require that candidates who are not employed by Nord University or another employer transfer the rights to whole or part of an invention to the university. The candidate has the same obligation to notify the institution of a patentable invention as employees of Nord University.

Where a candidate has an external employer, the rights to use of results, hereunder obligation to notify, shall be the subject of a specific agreement (Part C) between the relevant faculty at Nord University, the candidate and the external employer.

If the parties enter into an agreement using Part C, the provisions of Part C, section 8, shall precede.

### **Public access and publication**

Pursuant to the *Universities and University Colleges Act* section 1, sub-section 5, paragraph 6, the candidate has the right to make the results of the research or academic or artistic development work public. The supervisor also has the right to publish, where an invention is made jointly and the rights of the candidate or a third party do not prevent this. No restrictions may be set on public access to or publication of the doctoral thesis, with the exception of a postponement by prior agreement so that an external party may settle questions regarding possible patents, cf. section 7, Part C.

### **Credit upon publication**

Upon a doctoral thesis being published or being made publically accessible, Nord University will normally be credited if the university has made a necessary and substantial contribution to, or laid the foundation for, the published work. The same applies to external parties, if they have made a necessary and substantial contribution, refer to Part C, paragraph 8. If the candidate is employed by Nord University while conducting their research, this is considered a necessary and substantial contribution. See also UHR's *Recommended Guidelines for Crediting Academic Publications to Institutions*. Deviations from the duty to credit as stated in this paragraph must comply with the same guidelines.

## **8. Ethics and integrity in the use of research results, research data, etc.**

All use of results, data, etc., shall be in accordance with legislation, applicable ethical guidelines, signed agreements, conditions established by committees on research ethics and other relevant bodies and shall otherwise conform to good research practice. For results that are not, or that are not alone, regulated by provisions pertaining to copyrights, refer to applicable legislation.

## **9. Duty to provide information and submit progress reports**

The candidate shall submit written progress reports in the course of doctoral education, annually or at an interval determined by the faculty's supplementary guidelines. The reports shall be submitted for approval to the body determined by the faculty.

The supervisors must also submit a report as described in the foregoing paragraph. The main supervisor is responsible for ensuring submission of a collective report.

The parties to Part A undertake to keep each other informed about all factors that have significance for completion of the PhD programme. The parties undertake to act decisively on matters that threaten to delay or prevent completion of the PhD programme, so that the PhD programme may be completed within the agreed timeframe, to the extent that this is possible.

The agreement is subject to the rules for doctoral education. Each party has received one (1) original copy of the agreement. Amendments to the agreement must be documented and stored in accordance with section 4.

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Place, date

Signed (Dean)

I have read and understood the applicable PhD regulations and supplementary guidelines for the PhD programme to which I am admitted, as well as the content of this agreement.

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Place, date

Signed (PhD candidate)

## PART B: AGREEMENT ON ACADEMIC SUPERVISION

Part B of the agreement shall be signed by the candidate, the dean and all nominated supervisors.

### 1. Purpose

This agreement relates to academic supervision of the doctoral research project with working title:

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and academic monitoring of the doctoral education (cf. Part A, section 4). This agreement specifies the rights and obligations of the parties in academic supervision during the term of the agreement.

### 2. Parties to the agreement

The agreement is entered into between:

Candidate: \_\_\_\_\_

Faculty: \_\_\_\_\_

Main supervisor: \_\_\_\_\_

Co-supervisor: \_\_\_\_\_ Institution: \_\_\_\_\_

Co-supervisor: \_\_\_\_\_ Institution: \_\_\_\_\_

Nominated mentor: \_\_\_\_\_ Institution: \_\_\_\_\_

### 3. Basis of the doctoral education

The project description and the plan for required coursework form the basis of academic supervision, cf. Part A, section 4.

#### 4. Duty to provide information and submit progress reports

The candidate and the main supervisor undertake to keep each other informed about all factors of significance for supervision. The parties shall act decisively on matters that may prevent the carrying out of supervision as agreed in Part 5, section 5.

The candidate and the main supervisor shall submit progress reports in accordance with the provisions of the agreement's Part A, section 9.

#### 5. Obligations related to supervision

The **supervisor** undertakes to:

- provide advice on the formulation and delimitation of topics and research questions;
- discuss and assess hypotheses and methods;
- help the candidate to become acquainted with literature and relevant data (library, archives, etc.);
- discuss various aspects of the written presentation (structure, language, referencing, documentation, etc.);
- stay informed regarding the candidate's progress and evaluate that progress relative to the plan for completion;
- help the candidate come into contact with relevant research communities;
- discuss research results and their interpretation;
- provide advice on scientific dissemination;
- provide the candidate with guidance in ethical matters related to the thesis.

The **candidate** undertakes to:

- provide drafts of parts of the doctoral thesis to the supervisor as agreed and in accordance with the project description. Parts of the thesis may be presented in relevant seminars;
- complete the required coursework in accordance with the project plan;
- uphold the ethical principles that pertain to his or her area of research;
- keep the supervisor informed and provide regular updates about their progress.

The **candidate** has an independent responsibility for completion of the doctoral project in accordance with the approved project description and progress plan.

#### 6. Copyrights, patent rights and intellectual property rights (IPR)

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis. If the doctoral thesis comprises a collection of articles or a summary, the candidate alone holds the copyright to the parts of the work that are the result of the candidate's independent, creative efforts.

Articles or other contributions written in collaboration, where it is not possible to discern individual contributions to the whole, shall be considered collaborative works. In such cases, the authors hold copyright jointly.

If the candidate makes a patentable invention in connection with the doctoral project, they shall deliver written notification of the invention to the university without undue delay, pursuant to

section 5 of the Act of April 17 1970 concerning the right to employees' inventions. In accordance with section 4, cf. section 6, first and second paragraphs of the same Act, the university may demand that the invention be transferred from the candidate to the institution. If the invention results from collaboration with the supervisor, the candidate and supervisor must identify their respective parts of the patentable invention.

The candidate retains the right to publish the invention on the conditions stated in section 6, paragraph three, of the Act concerning the right to employees' inventions.

The supervisor also has the right to publish pursuant to the foregoing paragraph, where an invention is made jointly and the rights of the candidate or a third party do not prevent this. Regarding crediting of institutions / entities when results are made publically accessible or are published, refer to Part A, section 7.

## **7. Change of supervisors**

The candidate and the supervisors may agree to ask the responsible authorised body to appoint a new supervisor for the candidate. The supervisor may not be released from this agreement until a new supervisor is appointed.

Should the candidate or supervisor find that the other party has not met their obligations under the agreement's sections 4 and 5, the party claiming breach is obligated to address the issue with the other party. The candidate and the supervisor undertake to work together to remedy any such situation. The faculty shall provide assistance where necessary.

Should the candidate or supervisor find that the other party has not met their obligations under the agreement's sections 4 and 5, and the two parties are unable to remedy the situation through discussion, the candidate or the supervisor may ask to be released from the agreement. A request to be released from the supervision agreement shall be addressed by the faculty, cf. section 2, sub-section 2.

The party that raises the issue shall send a copy of the request to the other party. The faculty determines the release of the candidate and the supervisor from the agreement, cf. section 7, sub-section 2. The faculty shall ensure that the candidate enters into a new supervision agreement.

Any external parties shall be notified of circumstances described in this section, cf. Part C, section 3.

## **8. Disputes**

Disputes relating to the academic rights and obligations of the supervisor and the candidate pursuant to this agreement may be brought by either party before the faculty for deliberation and settlement.

If the faculty hands down a decision in the matter, the decision may be appealed to the Rector.

## 9. Concluding provisions

This agreement (Part B) is subject to the current rules and regulations for doctoral education, including the PhD regulations for Nord University. The faculty shall archive the original version of this agreement, cf. provisions regarding archiving in Part A, section 4. Refer also to Part A, section 4, for provisions relating to archiving of any amendments to the agreement.

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Place, date

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Signed (PhD candidate)

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Place, date

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Signed (main supervisor)

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Place, date

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Signed (co-supervisor)

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Place, date

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Signed (co-supervisor)

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Place, date

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Signed (mentor)

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Place, date

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Signed (Faculty dean)

## **PART C: AGREEMENT BETWEEN AN EXTERNAL INSTITUTION, NORD UNIVERSITY AND THE PHD CANDIDATE ON COMPLETION OF THE PHD PROGRAMME**

Part C of the agreement shall be signed by the candidate, the dean and the external institution.

Part C shall not apply in cases where the Research Council of Norway finances the candidate under their own agreement. If the candidate is financed by another external party or employed by an external party in addition to the Research Council of Norway, the external employer / contributor, candidate and Nord University shall enter into Part C of this agreement.

Candidates financed through the business and industry scheme shall enter into a separate cooperation agreement, cf. guidelines provided by the Research Council of Norway. The parties shall also complete Part C, section 7.

If the doctoral education involves cooperation between two external institutions (a financing

### **1. Parties to the agreement**

The agreement is entered into between:

Faculty at Nord University (hereafter “the faculty”): \_\_\_\_\_

External institution (hereafter “external party”): \_\_\_\_\_

PhD candidate (hereafter “candidate”): \_\_\_\_\_

The external party confirms that they have read Part A and Part B of this agreement.

### **2. Purpose and term**

The purpose of the agreement is to ensure that the candidate has satisfactory working conditions for completion of the PhD programme and doctoral thesis. The agreement determines the respective rights and obligations of the parties for the term of the agreement.

The candidate’s project has the working title:

\_\_\_\_\_

The basis for the PhD programme and the doctoral thesis is described in Part A, section 4: General terms and conditions

The term of this agreement is the same as the term of the agreement between the candidate and the university, cf. Part A, section 3).

The agreement will terminate if the candidate's participation in the PhD programme ends, whether by voluntary or involuntary termination, prior to the agreed completion date. In the case of termination, the parties undertake to strive to achieve an orderly discharge of their obligations to the other parties.

### 3. Cooperation between the parties

The parties undertake to cooperate closely on completion of the PhD programme, as specified in Part C, section 2. The parties undertake to keep each other informed about any and all factors relevant to completion of the programme. The parties undertake to bring any and all factors that may impact completion of the agreement to the attention of the other parties at their earliest convenience.

The parties undertake to cooperate on finding solutions to any problems that arise during the term of the agreement.

Contact person for external party:

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Tel: \_\_\_\_\_

### 4. Rights and obligations of the parties

The university undertakes to provide a/- supervisor/s for the candidate for the duration of the agreement, provide theoretical and methodological training within the framework of the provisions of the *Regulations for the doctor of philosophy degree (PhD) at Nord University* of January 6 2016, and offer the candidate a workplace with the necessary equipment while the candidate is located at the university.

Further, the university undertakes to admit the candidate to the PhD programme and nominate supervisors for the candidate in accordance with its PhD regulations and Parts A and B of the agreement.

The candidate is employed by  the university /  external party (indicate as appropriate) for

the term of the agreement, specifically: \_\_\_\_\_ to \_\_\_\_\_ .

The candidate's employment at the university is regulated by the *Civil Service Act*, with appurtenant provisions, the *Regulations concerning terms and conditions of employment for the posts of postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral research fellow), *vitenskapelig assistant* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on January 31 2006, and the supplementary provisions that apply at any given time. If the doctoral candidate is appointed to a research fellowship position, the parties shall enter into a separate agreement regulating the employment relationship.

The external party (indicate as appropriate):

Provides financing for the doctoral education:

Wages

Supervision

Other costs

Provides a place of work for the candidate, with necessary equipment

Provides a supervisor and/or mentor for the candidate for the term of the agreement

The candidate shall be assured satisfactory working conditions, which ensure a total doctoral education of (three) years in scope, whereby the researcher education itself constitutes at least fifty (50) percent of their work.

If the candidate is obligated to complete work duty for the external party subsequent to completion of the PhD programme, the candidate and the external party shall enter into a separate agreement regulating these arrangements.

## 5. Equipment and infrastructure

The candidate shall be provided with the infrastructure necessary for completion of the doctoral education, cf. Part A, section 6. The university undertakes to determine, in consultation with the external party, what constitutes necessary infrastructure and financing of the same. The institution / unit at which the candidate has their place of work is responsible for ensuring the candidate's rights concerning infrastructure.

During the term of the agreement, the candidate requires financing of the following operations / equipment:

Equipment / purpose	Operational costs	
	University	External party
Costs allocated per institution. NOK:		
Total costs. NOK:		

If relevant, the university and the external party may enter into an agreement concerning additional funds for equipment and operations. Any such supplementary agreement shall be archived together with this agreement.

## 6. Supplementary provisions

### Either

Wages are determined by other agreement.

Or

The candidate shall be remunerated as follows:

Starting wage – wage level: \_\_\_\_\_

At the time of the agreement, equal to NOK per month (gross): \_\_\_\_\_

### Payment of wages as follows:

Account number for deposits: \_\_\_\_\_

Payment interval:  Monthly       Quarterly       Biannually

## 7. Additional provisions for business and industry and public sector candidates

Candidates participating in the business and industry scheme shall also have a supervisor (or mentor) from the external party.

The  Supervisor or  Mentor (indicate as appropriate) from the external party is:

Position: \_\_\_\_\_

Name: \_\_\_\_\_

The supervisor/s from the university is/are:

Main supervisor: \_\_\_\_\_

Co-supervisor: \_\_\_\_\_

Co-supervisor: \_\_\_\_\_

In the course of their doctoral education, the candidate shall reside at least one (1) year at the university and one (1) year at the external party. The candidate is not required to undertake single, consecutive residencies, and may allocate time based on what best suits the project work.

Allocation of candidate's residence:

Year 1: \_\_\_\_\_

Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_

Year 4: \_\_\_\_\_

## **8. Copyrights, patent rights and intellectual property rights (IPR)**

The provisions of this section shall not be interpreted in any way that conflicts with the *Copyright Act of June 12 1961* or appurtenant regulations.

### **Copyright to the doctoral thesis**

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis. If the doctoral thesis comprises a collection of articles or a summary, the candidate alone holds the copyright to the parts of the work that are the result of the candidate's independent, creative efforts.

Articles or other contributions written in collaboration, where it is not possible to discern individual contributions to the whole, shall be considered collaborative works. In such cases, the authors hold copyright jointly.

### **Use of doctoral thesis in teaching and research activities**

The external party may make copies at no charge of those parts of the doctoral thesis to which the candidate alone holds the copyright, as well as of other scholarly manuscripts resulting from the work involved in the thesis and to which the candidate alone holds the copyright, for use in its own activities.

The same applies to presentations of the project to employees of the external party (and any students, if the external party is an educational institution) in connection with the external party's ordinary activities. In the event of such use of the candidate's published doctoral thesis, the candidate shall be credited on each copy produced, in accordance with legislation and best practice.

By agreement with the candidate, the university has the right to use the doctoral thesis without charge in its teaching and research activities, cf. Part A, section 7.

### **Rights to project results**

The parties undertake to agree upon the ownership rights and rights of use of the research project results. The university has the right to use the results without charge for the purpose of teaching and research, cf. Part A, section 7.

### **Obligation to notify regarding patentable inventions**

If the candidate makes a patentable invention in connection with the doctoral thesis, they shall, without undue delay, send notification to the party with which they have signed an employment contract, pursuant to section 5 of the *Act of April 17 1970 concerning the right to employees' inventions*. A copy of the notice shall be provided to the other institutional party for information purposes.

Rights to use of results, herein rules concerning obligation to notify between the faculty at Nord University, the candidate and the external employer, additional to the provisions of the other sections of the agreement, including Part A, section 7:

### **Credit upon publication**

Upon a doctoral thesis being published or being made publically accessible, Nord University will normally be credited if the university has made a necessary and substantial contribution to, or laid the foundation for, the published work. The same applies to external parties, if they have made a necessary and substantial contribution. Under normal circumstances, the employer and institution that confers the degree are considered as having made necessary and substantial contributions.

See also UHR's *Recommended Guidelines for Crediting Academic Publications to Institutions*. Deviations from the duty to credit as stated in this paragraph must comply with the same guidelines.

Without prejudice to the foregoing provisions, the parties may otherwise agree to transfer the rights to commercial use of results to an external party. Any such agreement shall be archived together with this agreement.

### **Public access and publication**

No restrictions may be set on public access to or publication of the doctoral thesis, with the exception of a postponement by prior agreement so that the external party may settle questions regarding possible patents, cf. section 7, Part C. The external party may not require that whole or part of the doctoral thesis be withheld from publication or exempted from public access.

## **9. Relationship to other agreements**

If the relationship between Nord University and the external party is the subject of a framework agreement, the candidate shall be informed of the agreement (framework agreement, project-related cooperation agreement, consortium agreement) and said agreement shall be attached as an appendix to this agreement. If a dispute should arise concerning the provisions of this agreement and any framework agreement, the provisions of the framework agreement shall prevail.

## 10. Concluding provisions

The parties may make changes or append supplementary provisions to this agreement by way of written supplementary agreement. The parties undertake to seek a solution to any dispute concerning the interpretation of the provisions of the agreement by way of arbitration.

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Place, date

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Signed (PhD candidate)

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Place, date

---

Signed (External party)

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Place, date

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Signed (Faculty dean for Nord University)