

Agreement on admission to the PhD programme (PhD) at Nord University

INTRODUCTION AND INSTRUCTIONS

The admission agreement has been drawn up on the basis of the Recommended Guidelines for the Degree of Philosophiae Doctor (PhD), approved by Universities Norway (UHR) on 29 April 2011 (revised 29 January 2015). The admission agreement replaces the corresponding agreement of 30 March 2016. The purpose of the agreement is to supplement and specify the faculty's decisions concerning admission to the PhD programme. The agreement is applicable at both a local and national level. The goal is to establish a binding agreement between the parties, thus to ensure that candidates admitted to the PhD programme have working conditions that enable them to complete the programme within the specified period of time.

The agreement has been drawn up in accordance with the laws and regulations that apply to the PhD programme at Nord University, see the Universities and University Colleges Act of 2005 (revised 1 August 2021) with appurtenant regulations, especially the Regulations concerning terms and condition 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 Higher Education and Research on 31 January 2006 (amended 1 February 2020), as well as prevailing supplementary provisions. Furthermore, the agreement is based on other statutes and regulations, including the Civil Service Act with appurtenant regulations, the Public Administration Act, the General Data Protection Regulation (GDPR), the Research Ethics Act, the Copyright Act, the Patent Act, the Norwegian Qualifications Framework for Lifelong Learning and Nord University's prevailing guidelines for managing research data at Nord University and rules for managing intellectual property rights.

The agreement consists of three parts (A, B and C) and seeks to describe and regulate the most crucial aspects of the PhD programme. Normally, only parts A and B will have to be signed.

Part A, General terms and conditions, shall be completed for all candidates admitted to the PhD programme at the faculty. The parties to Part A of the agreement are the PhD candidate and the faculty.

Part B, Agreement on academic supervision in the PhD programme, shall be completed for all candidates admitted to the PhD programme at the faculty. The parties to Part B of the agreement are the PhD candidate, the supervisors and the faculty. Part B of this agreement is required for all candidate-supervisor relationships.

Part C, Agreement between an external party and the faculty on completion of the PhD programme, shall be completed for candidates who have an external employer. The agreement can also be used for candidates who receive funding from and are employed at a faculty other than the one with which he or she is affiliated through Part A of the admission agreement. If a candidate is affiliated with two or more institutions, for example through a cotutelle arrangement, an agreement must be signed with each of the external parties. A separate collaboration agreement must also be signed for the Industrial PhD Scheme and the Public Sector PhD Scheme.

Any amendments undertaken during the agreement period shall be added to the document, dated and confirmed with the parties' signatures. All parties shall receive signed copies of the agreement. The faculty's copy shall be archived in Nord University's electronic archive system. These instructions and table of contents, pages I and II and the guidelines, pages III to VI, do not need to be archived.

Revised and adopted by the Rector by authorisation from the Board of Nord University on 23 June 2022.

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Agreement on admission to the PhD programme (PhD) at Nord University

If not otherwise specified, reference is made to the Regulations for the Philosophiae Doctor degree (PhD degree) at Nord University, adopted by the Board on 22 June 2022.

PART A: GENERAL TERMS AND CONDITIONS

The agreement must be signed by the PhD candidate and the faculty dean.

1. PURPOSE

This agreement applies to all doctoral candidates admitted to a PhD programme through ordinary admission procedures that will lead to the degree of philosophiae doctor (PhD). The purpose of this agreement is to ensure completion of the PhD programme and regulate the rights and obligations of the parties within the framework of prevailing statutes, regulations and the admission decision, as well as other rules and guidelines applicable at Nord University.

2. ADMISSION DECISION

The agreement is entered into by the PhD candidate, hereafter referred to as 'the candidate', and the faculty with which the candidate is affiliated.

The candidate _____ (name of the candidate)

has been admitted to _____ (name of the PhD programme)

affiliated with _____ (name of the faculty)

3. AGREEMENT PERIOD

The agreement is valid from (start of the funding period) _____ up to and including _____ (end of the funding period).

The agreement period is extended automatically for leave periods that are granted pursuant to statutes, the current Basic Collective Agreement or the collective agreement for the civil service.

During the agreement period, the candidate has a right and an obligation to receive supervision. A separate supervision agreement shall be entered into between the candidate, the supervisors and the institute/unit. The supervision agreement is provided below in Part B.

Under certain circumstances, the agreement may be terminated prior to the specified end date; cf. Sections 7-3, 7-4, 7-5 and 7-6.

4. PROJECT DESCRIPTION, DATA MANAGEMENT PLAN AND DOCTORAL THESIS

During the agreement period, the candidate shall complete the training component, mandatory activities and a research project.

The PhD programme shall be concluded with the completion of a scientific thesis with the working title:

The basis for the PhD programme consist of the formal admission decision, the requirements stated in or pursuant to the Regulations relating to the Degree of Philosophiae Doctor (PhD) at Nord University, supplementary guidelines and the programme description for the PhD programme in question, the approved project description and the plan for the training component.

The project description and the plan for the training component may be amended, provided that these amendments are not of such a scope that this agreement no longer presents an accurate picture of the relationship between the parties, the funding situation, the content and progress of the research project, or

other material issues. In such an event, the institution can demand that the agreement be terminated or replaced by a new agreement. Material amendments to the approved project description must be submitted to the faculty for assessment and written approval.

Other, minor amendments can be made without changes to this agreement. Such amendments shall be documented in writing and must be stored in such a way that the relationship to the agreement is clear and unambiguous.

Data management plan

Nearly all projects involve the processing of data and will hence need a data management plan (DMP). Some, however, rely solely on literature and publications, and will not need a DMP.

Tick as appropriate:

Either

A DMP has been prepared for all types of data to be processed in the project; cf. Section 6-2

Or

A DMP will not be prepared. Reason:

The thesis will be submitted electronically; cf. Section 13-2, and published in Open Access.

5. FUNDING, EMPLOYMENT, WORKPLACE AND SUPERVISION

Funding:

The candidate is funded by (institution/source of funding): _____
for the period stated in Section 3 above.

Funding, employment and any required duties are regulated in a separate agreement. Candidates employed at Nord University shall be provided with a workplace at the faculty, unless otherwise specified in this agreement and described in the comments field in Part A. For candidates who are not employed at Nord University or affiliated units, issues pertaining to workplace and required duties are regulated in Part C of the agreement.

The candidate has the right and obligation to receive supervision during the agreement period. A separate supervision agreement shall be entered into between the candidate, the supervisors and the faculty. The supervision agreement is provided below in Part B.

Candidates employed at Nord University are subject to a residency requirement (cf. Section 6-2), unless otherwise specified in this agreement and described in the comments field in Part A.

Required duties for PhD fellows

If the candidate is subject to required duties, these will be regulated by the employment contract.

Tick as appropriate:

Either

The position of PhD fellow does not entail required duties.

or

The position of PhD fellow entails required duties as per the following terms:

The required duties are to be performed at: _____
(name of faculty)

The required duties amount to: _____ % of the total working hours

Brief description of the required duties: _____

Nord University employee (not PhD fellow) with allocated R&D hours for work on their PhD degree

The candidate is permanently employed as _____ in a _____ % position with job category _____ at _____ (name of faculty).

The candidate shall devote _____ % of their working time to work on the doctoral degree. Other

regulations are stated in a separate agreement with the faculty and the HR department. The agreement is archived in the personnel file.

6. INFRASTRUCTURE

The candidate shall be provided with the infrastructure necessary to complete the PhD programme. The faculty will decide what is to be considered necessary infrastructure.

Other special conditions:

7. COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPRs)

The provisions in this section must not be interpreted in any way that conflicts with the Copyright Act of 15 June 2018 or its regulations.

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis.

The candidate has the right to publish any inventions on the conditions stipulated by Section 6, paragraph 3 of the Act of 17 April 1970 respecting the right to employees' inventions. The right to publish also applies to the candidate's supervisor where an invention is produced jointly, and the rights of the candidate or any third party do not prevent such publication. No restrictions can be set on public access to or publication of a PhD thesis, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents; cf. Part C, Section 7.

When a doctoral thesis is made publicly available or published, Nord University, represented by the faculty, shall be credited if Nord University has provided a necessary and substantial contribution to or facilitated the candidate's contribution to the work that has been made publicly available or published.

By signing this agreement, the candidate also declares that they have familiarised themselves with the requirements stated in Section 12 regarding the rights to the use of research results in the Regulations relating to the Degree of Philosophiae Doctor (PhD) at Nord University and Nord University's prevailing rules for managing intellectual property rights and guidelines for managing research data.

8. ETHICS AND INTEGRITY IN THE USE OF RESEARCH RESULTS, RESEARCH DATA, ETC.

By signing this agreement, the candidate also declares that they will familiarise themselves with laws and regulations, ethical and research ethics guidelines and conditions laid down by research ethics committees and other competent bodies, as well as good research practice, to ensure that all collection, use and storage of results and data comply with these.

For results that are not, or not exclusively, regulated by copyright provisions, reference is made to prevailing legislation in the area in question.

9. DUTY TO PROVIDE INFORMATION AND RESPONSIBILITY FOR FOLLOW-UP

During the completion of the programme, the candidate shall annually or at such intervals as have been decided by the faculty's supplementary rules provide written reports on progress and collaboration. The reports must be submitted for approval to a body appointed by the faculty.

The parties are obligated to keep each other informed on an ongoing basis of all issues that have an impact on the completion of the PhD programme. The parties must actively address issues that could entail a risk of delayed completion or non-completion, thus to ensure that the PhD programme to the furthest extent possible can be completed within the specified time. The supervisors shall submit a separate report, see Part B, Section 4.

10. CONCLUDING PROVISIONS

This agreement is subject to the prevailing provisions and guidelines for the PhD programme. Amendments to the agreement shall be documented and stored in accordance with Part A, Section 4 of the agreement.

11. SIGNATURES

Place, date

The Dean's signature

I have read and am familiar with the prevailing PhD regulations and supplementary guidelines for the PhD programme to which I have been admitted, as well as the content of this agreement.

Place, date

The PhD candidate's signature

COMMENTS FIELD, PART A

PART B: AGREEMENT ON ACADEMIC SUPERVISION

Part B of the agreement is to be signed by the PhD candidate, the dean and all appointed supervisors and mentors.

1. PURPOSE

This agreement applies to the supervision of the PhD project with the working title stated in Part A of the agreement and academic follow-up during the PhD programme; cf. Part A, Section 4 of the agreement. This agreement specifies the rights and obligations of the parties regarding academic supervision during the agreement period.

2. PARTIES TO THE AGREEMENT AND DURATION

The parties to the agreement are the PhD candidate, the supervisors and the faculty, as well as supervisors/mentors at external institutions where applicable.

The supervisor appointed for this agreement period is:

Title and name: _____

Institution/faculty: _____

The co-supervisor appointed for this agreement period is:

Title and name: _____

Institution/faculty: _____

Further co-supervisors and/or mentors with title and institution name, where applicable:

Supervisors must be familiar with Part A of the agreement, as well as Part C where applicable.

This agreement has the same duration as the agreement between the PhD candidate and the university; cf. Part A, Section 3. The agreement ceases to apply if the candidate's participation in the PhD programme ends either through voluntary or involuntary termination prior to the agreed completion date. In such cases, all parties must strive to achieve an orderly discharge of all obligations to the other parties. In the event of such termination, a written agreement shall be drawn up to specify how matters related to employment, funding, copyright to results etc. are to be settled.

3. BASIS FOR SUPERVISION

The supervision is to be based on the project description including the data management plan and the plan for the training component as approved by the competent body at the faculty; cf. Part A, Section 4 of the agreement.

Substantial changes to the approved project description must be approved by the faculty; cf. Section 8-2. Revisions of the project outline shall be discussed with the supervisors, and all parties shall be notified. Decisions regarding the changes are to be provided in the section 'Amendments to the agreement, Part B'.

4. DUTY TO SUBMIT REPORTS AND PROVIDE INFORMATION

The PhD candidate and the main supervisor are obligated to keep each other informed of all matters of relevance to the supervision. The parties undertake to actively follow up issues that may prevent the supervision from being carried out as agreed in Part B, Section 5 of the agreement.

The PhD candidate and the main supervisor shall submit progress reports in accordance with the provisions in Part A, Section 9 of the agreement and Section 10 of the PhD regulations. Failure to submit reports may result in compulsory termination or change of supervisor.

5. OBLIGATIONS WITH RESPECT TO SUPERVISION

The supervisor

Supervisors shall give advice on delimiting topics and research questions, discuss and assess methods and results, including forms of documentation and presentation, and help update the PhD candidate on the relevant academic discourse. The supervisor shall also help introduce the PhD candidate into relevant research communities; cf. Section 9-2. The PhD candidate shall receive guidance in matters related to research ethics

pertaining to the doctoral thesis.

The supervisors undertake to stay informed about the progress of the PhD candidate's work and assess it in light of the progress plan in the project description; cf. Sections 6-2 and 8-2.

The supervisors undertake to follow up matters that may cause the PhD programme to be delayed, thus to ensure that it can be completed within the specified time.

The PhD candidate

The PhD candidate is personally responsible for completing the PhD project in accordance with the approved project description and progress plan.

The PhD candidate undertakes to apply for permission to conduct research where this is required, and comply with the principles of research ethics.

The PhD candidate undertakes to keep the supervisor informed and provide updates on his or her progress at regular intervals. The PhD candidate shall submit draft versions of parts of the thesis at regular intervals as agreed with the supervisor.

6. COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPRs)

The provisions in this section must not be interpreted in any way that conflicts with the Copyright Act of 15 June 2018 or its regulations. If the PhD candidate is the sole author of the thesis, he or she alone holds the copyright to the doctoral thesis.

If the thesis consists of a collection of articles and a summary, the PhD candidate alone will hold the copyright to those parts that are the result of the candidate's independent creative effort.

In cases where an article is written by more than one author and it is not possible to identify the individual's contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

If the PhD candidate in the context of the doctoral project makes a patentable invention, the university must be notified about the invention in writing without undue delay; cf. Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. Pursuant to Section 4; cf. Section 6, first and second paragraphs of the same Act, the university has the right to demand that the rights to the invention be transferred to the university. If the invention has come about in collaboration with a supervisor, the PhD candidate and the supervisor shall together determine their respective shares in the patentable invention.

Notwithstanding the foregoing, the candidate has the right to publish the invention on the terms set out in Section 6, third paragraph of the Act relating to employee inventions in exceptional cases. The right to publish also applies to the candidate's supervisor where an invention is produced jointly, and the rights of the candidate or any third party do not prevent such publication.

When the thesis is made publicly available or published, Nord University shall be credited if the university has made a necessary and significant contribution to, or has provided the foundation for the candidate's contribution to the published work.

When the work on a PhD thesis involves more than one academic community and/or faculty, or when different academic communities provide a workplace for the candidate to work on a thesis, the academic credit and financial reward, if any, for each community shall be stipulated in a separate agreement, which shall be archived with this agreement.

7. CHANGE OF SUPERVISOR

The PhD candidate and the supervisor may jointly agree to request the appointing body at the faculty to appoint a new supervisor for the candidate. The supervisor cannot resign before a new supervisor has been appointed; cf. Section 8-1.

If the PhD candidate or the supervisor finds that the other party fails to comply with their obligations pursuant to Part B, Sections 4 and 5, the party making the claim must discuss this with the other party. The PhD candidate and the supervisor shall jointly seek a solution to the situation that has arisen. The faculty will assist if necessary.

If the parties are unable to arrive at a resolution to the situation through discussion, the PhD candidate or the

supervisor may request to be released from the agreement. Such requests must be addressed to the faculty; cf. Section 8-1. The decision to release the PhD candidate and the supervisor from the agreement is made by the faculty; cf. Section 8-1. In connection with such a decision, the faculty must ensure that a new supervision agreement is signed.

Any external parties involved shall be notified about the matters described in this section; cf. Part C, Section 3 of this agreement.

8. DISPUTES

Disputes regarding the academic rights and obligations pursuant to this agreement can be brought by either party before the faculty for deliberation and settlement.

If the faculty makes a decision on the matter, the decision may be appealed to the Rector.

9. CONCLUDING PROVISIONS

This agreement (Part B) is subject to the prevailing rules and guidelines for the PhD programme, including the Regulations relating to the Degree of Philosophiae Doctor (PhD) at Nord University with supplementary guidelines, and regulations that apply to research and research results. The agreement is filed in the university's electronic archives. Any later amendments to the agreement are to be filed together with the agreement.

10. SIGNATURES

Place, date	Signature, PhD candidate
Place, date	Signature, main supervisor
Place, date	Signature, co-supervisor
Place, date	Signature, co-supervisor
Place, date	Signature, mentor
Place, date	Signature, dean

Amendments to the agreement, PART B

The following amendments have been incorporated into the agreement:

Signature, PhD candidate	
Date	
Signature, faculty (dean)	
Date	
Signature, main supervisor	

Date _____

Signature, co-supervisor _____

Date _____

Signature, any other co-supervisors _____

Date _____

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

If a cooperation has been entered into with two external institutions (a funding institution and an institution that provides a workplace), an agreement (Part C) must be entered into with each of the institutions. The Industrial PhD scheme and the Public Sector PhD scheme also require a special cooperation agreement to be signed with an external party; cf. the Research Council of Norway's guidelines. In addition, Section 6 of Part C must be completed.

1. PURPOSE AND DURATION OF THE AGREEMENT

The purpose of this agreement is to ensure that the candidate is provided with satisfactory working conditions for completion of the PhD programme and doctoral thesis. The agreement sets out the rights and obligations of the parties during the agreement period.

The working title of the candidate's project is:

The basis for the PhD programme, doctoral thesis and academic supervision is described in Part A, Section 4 and Part B, Section 3.

The agreement has the same duration as the agreement between the candidate and the university; cf. Part A, Section 3 of the agreement.

The agreement ceases to apply if the candidate's participation in the PhD programme ends either through voluntary or involuntary termination prior to the agreed completion date. In such cases, all parties must strive to achieve an orderly discharge of all obligations to the other parties.

2. PARTIES TO THE AGREEMENT

A separate agreement has been signed with each of the external parties; cf. below. The faculty is a party to each of these agreements.

The agreement has been entered into with the following parties:

Nord University, the faculty (hereafter referred to as 'the faculty'): _____ and

External institution (hereafter referred to as 'the external party'): _____ and

PhD candidate (hereafter referred to as 'the candidate'): _____

The external party is familiar with Part A and Part B of this agreement, the Regulations relating to the Degree of Philosophiae Doctor (PhD) at Nord University and the supplementary guidelines and programme description of the applicable PhD programme.

3. COOPERATION BETWEEN THE PARTIES

The parties undertake to work closely to aid the completion of the PhD programme as specified in Part C, Sections 1 and 2. The parties must keep each other informed of any and all factors relevant to the rights and obligations of the parties which may impact on completion of the programme.

The parties must notify each other as soon as possible of any factors that could impact on the fulfilment of the agreement.

The parties undertake to cooperate actively to find a solution to any problems that may arise.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN THE CANDIDATE IS EMPLOYED BY THE EXTERNAL PARTY

The candidate's employer: _____
for the period from _____ to _____

During the agreement period, the candidate's place of work will be:

During the agreement period, the candidate's required duties will amount to _____% of total working hours, and will be carried out at _____

The required duties consist of _____

In addition to salary, operational costs will be provided for the following purposes:

The faculty and the external party will, if necessary, enter into an agreement on providing additional funding for equipment and operations.

The faculty undertakes to appoint a supervisor(s) for the candidate for the agreement period, provide training in theoretical frameworks and methodologies pursuant to the provisions in the Regulations relating to the Degree of Philosophiae Doctor (PhD) at Nord University dated 16 December 2020, and offer the candidate a workplace with the necessary infrastructure during the candidate's residency at the university.

During the employment period, the candidate must be guaranteed satisfactory terms of employment that provide organised research training of 3 man-years, and this must constitute at least 50% of the total working hours.

If the candidate is required to work in the enterprise after completion of the project, this must be regulated in a separate agreement between the candidate and the enterprise.

5. EQUIPMENT AND INFRASTRUCTURE

The infrastructure needed to implement the PhD programme must be placed at the disposal of the candidate; cf. Part A, Section 6. It is the responsibility of the faculty, in consultation with the external party, to decide what infrastructure is necessary for implementing the project and completing the programme, and how this is to be funded. The institution at which the candidate has his or her place of work is responsible for ensuring that such obligations are met.

The faculty and the external party will, if necessary, enter into an agreement on providing additional funding for equipment and operations. Any such additional agreements must be archived together with this agreement.

6. ADDITIONAL PROVISIONS FOR CANDIDATES FUNDED BY THE RESEARCH COUNCIL OF NORWAY'S INDUSTRIAL PHD SCHEME AND PUBLIC SECTOR PHD SCHEME

Candidates funded through the Research Council of Norway's Industrial PhD Scheme and Public Sector PhD Scheme will also have a supervisor (or mentor) from the external party.

The supervisor/mentor (score out the one that is not applicable) from the external party is:

Position: _____

Name: _____

For supervisors at the university and signatures, see Part B of this agreement.

During the course of the PhD programme, the candidate will remain for a minimum of one (1) year at the university and one (1) year at the external party. These periods can be split in line with what is expedient for the project.

Details of the candidate's residency (place and number of months per year):

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

7. COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPRS)

The provisions of this section must not be interpreted in any way that conflicts with the Copyright Act of 15 June 2018 or the associated 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 thesis.

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone holds the copyright to those parts of the thesis resulting from his or her independent, creative effort. In cases where an article is written by more than one author and it is not possible to identify the individual's contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

Use of doctoral thesis in teaching and research activities

The external party may make copies (digital and/or hard copy) at no charge of those parts of the doctoral thesis to which the candidate alone holds a copyright, as well as of other scholarly manuscripts resulting from the work involved in the thesis and to which the candidate alone holds a 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 a learning institution) in connection with the external party's ordinary activities. In the event of such use of the doctoral thesis, the candidate must be credited on each copy produced in accordance with legislation and best practice.

Under the agreement with the candidate, the university has the right to use the doctoral thesis at no charge in its research and teaching activities; cf. Part A, Section 7.

Obligation to report patentable inventions and rights to project results

If the candidate makes a patentable invention whilst working on their doctoral thesis, written notification of the invention must be given without undue delay to the parties to the candidate's employment agreement, pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. A copy of the notification must be provided to the other institutional party for information purposes.

The faculty has the right to use the invention at no charge in its research and teaching activities. The parties may, either in advance or in another manner, agree to transfer the rights to commercial exploitation of the invention to the external party. Such agreements must be archived together with this agreement.

Publishing credit

In the event that the doctoral thesis is made publicly accessible or is published, Nord University and the faculty must be credited if the institution has provided a necessary and substantial contribution to or basis for the publicly accessible or published manuscript. This also applies to the external party if it has made a necessary and substantial contribution. Both the candidate's employer and the degree-conferring institution will normally be regarded as having made such a necessary and substantial contribution.

See UHR's Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the obligation to give credit must comply with these guidelines.

Public access and publication

No restrictions may be set on public access to or publication of a doctoral thesis, with the exception of a previously agreed postponement to allow the external party to settle issues regarding potential patents or commercial use. The external party cannot set conditions which prevent all or parts of the doctoral thesis from being made publicly accessible or from being published.

8. 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 (project-related cooperation agreement, consortium agreement, cotutelle agreement etc.) and the said agreement shall be appended to this agreement if it is relevant. If a dispute should arise concerning the provisions of this agreement and any framework agreement, the provisions of the framework agreement shall take precedence.

9. CONCLUDING PROVISIONS

The parties may make amendments or additions to this agreement in a written supplementary agreement. A resolution to any disputes regarding the interpretation of this agreement is to be sought through negotiation.

10. SIGNATURES

Place, date

Signature of the PhD candidate

Place, date

Signature of the external party

Place, date

Signature of the faculty (dean)

AMENDMENTS TO THE AGREEMENT, PART C

The following amendments are included in the agreement:

Guidelines for the Agreement on Admission to the PhD Programme

All paragraphs referenced relate to the Regulations relating to the Degree of Philosophiae Doctor (PhD) at Nord University of 22 June 2022 unless other laws/regulations are explicitly mentioned.

Part A

Section 2. The admission decision:

In this context, the faculty referred to is the faculty that has organisational responsibility for the PhD programme.

Section 3. Duration of the agreement:

The agreement period is equal to the funding period for the candidate's PhD programme. The agreement applies from the start to the end of the funding; cf. Part A, Section 5 of the agreement. Admission to the programme can take place up to three months after funding starts. The faculty sets the date for signing the admission agreement. The Ministry of Education and Research has determined that this is the funding date and that this forms the basis for national performance indicators.

The candidate and the faculty can agree to end the PhD programme before the agreed date. In this event, it must be set out in writing how any issues related to terms of employment, funding, rights to results, etc. shall be addressed; cf. Section 7-3. In the event of voluntary termination due to the candidate's wish to change project or transfer to another programme, the candidate shall reapply for admission on the basis of the new project; cf. Section 7-3.

The university may decide to terminate the candidate's participation in the PhD programme at an earlier date than that agreed; cf. Sections 7-4, 7-5 and 7-6. Decisions on compulsory termination for various reasons are made by the faculty.

The maximum period of study is six years. Statutory leave, longer sick leave and required duties are not included in the six years. The supplementary rules of the doctoral programme may set more stringent requirements for progression during the period of study; cf. Section 7-2.

Section 4. Project description, data management plan and thesis:

Minor changes can be made without changing this agreement. Significant changes must be documented in writing, submitted to the responsible manager/body at the faculty for written approval, and must be stored in such a way that the relationship to the agreement is clear and unambiguous; cf. Section 10-1.

Section 5. Funding, employment, workplace and academic supervision:

Where there is more than one source of funding, new lines are added to the agreement in addition to any new period where this deviates from the period specified in Section 3. Likewise, lines are added for funding terms if the funding sources set their own terms.

If the terms are set out in Part C of the agreement or in a separate document, reference is made to this. If necessary, attach the relevant document.

The section on employment as a research fellow and the terms relating to this is only filled out for those who will be employed as such during the agreement period. For other doctoral candidates with external funding, Part C is to be completed.

The name of the workplace is the institution or enterprise, and if relevant, faculty or other unit. This section must be viewed in conjunction with any vacancy announcement and residency requirement.

When employed as a research fellow at the university, a separate agreement is entered into which regulates the employment relationship. In other respects, the Regulations concerning terms and condition 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 in 2006 (rev. 24 March 2015), as well as the general provisions of the Civil Service Act with appurtenant regulations, also apply.

When an external institution or enterprise contributes to the PhD programme by employing the candidate or providing them with funding or a workplace, Part C of the agreement must be filled out.

The candidate has the right and obligation to receive academic supervision during the agreement period. A supervision agreement must be signed between the candidate, the supervisor(s) and the department/unit. The supervision agreement is included in this agreement under Part B. Any amendments to the supervision agreement must be made as described in Part B.

Required duties: Because the employment agreement is exempt from public disclosure, the content pertaining to required duties is repeated here in order to inform the supervisors and any external partner.

Section 6. Infrastructure:

If the candidate has external funding and/or an external workplace, an agreement on infrastructure and other operating costs must be signed between the institution and the external party. Additional provisions are to be stated in Part C. Such agreements must be signed prior to the formal admission of the candidate or immediately thereafter.

Section 7. Copyrights, patent rights and intellectual property rights (IPRs):

[Regulations governing management of intellectual property at Nord University.](#)

The provisions in this section must not be interpreted as conflicting with the Copyright Act of 15 June 2018 or its 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 thesis.

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone holds the copyright to those parts of the thesis resulting from his or her independent, creative effort. In cases where an article is written by more than one author and it is not possible to identify the individual's contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

Use of doctoral thesis in teaching and research activities

The university can without charge use those parts of the doctoral thesis to which the candidate alone holds a copyright, as well as of other scholarly manuscripts resulting from the work involved in the thesis and to which the candidate alone holds a copyright, in its own activities. The same applies to producing copies (hard copy and/or digital) of such material.

Obligation to report patentable inventions

If the candidate is employed by Nord University and makes a patentable invention whilst working on his or her doctoral project, the university must be notified about the invention in writing without undue delay, pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. Pursuant to Section 4 of the same Act; cf. Section 6, first and second paragraphs, the university has the right to demand that the right to the invention be transferred to the university. If the invention has come about in collaboration with a supervisor, the candidate and the supervisor shall together determine their respective shares in the patentable invention, see Part B, Section 6 of the agreement.

Notwithstanding the foregoing, the candidate has the right to publish the invention on the terms set out in Section 6, third paragraph of the Act relating to employee inventions in exceptional cases.

Rights to project results

For candidates who are not employed by Nord University or other employers, the university may, in the same way as for employees, demand that the right to inventions by employees be transferred in whole or in part to them in accordance with the Act respecting the right to employees' inventions. The candidate has the same duty to report the invention/result as employees.

For PhD candidates with an external employer, rights to the use of results, including rules on the obligation to report, shall be laid down in a separate agreement (Part C of the agreement) between the relevant faculty at Nord University, the PhD candidate and the external employer.

If Part C of the agreement is invoked, the provisions of Part C, Section 8, take precedence over Part A, Section 7, where these cover the same matters.

Public access and publication

Pursuant to Section 1-5 (6) of the Act relating to Universities and University Colleges, the candidate has the right to publish his or her research results or scientific or artistic development work. The right to publish also applies to the candidate's supervisor where an invention is produced jointly, and the rights of the candidate or any third party do not prevent such publication.

The publication of a doctoral thesis may not be restricted in any way, unless delayed publication is arranged by prior agreement under Part C, Section 8 of the agreement.

Publishing credit

Nord University shall normally be credited upon publication or announcement of the doctoral thesis if the university has made a necessary and significant contribution to, or has provided the foundation for the candidate's contribution to the published work. The same applies to external parties, if a party has provided a necessary and significant contribution, see Part C, Sections 7 and 8 of the agreement. If the candidate is employed

at Nord University during the research project period, the university is considered to have made a necessary and significant contribution. See UHR's Recommended Guidelines for Crediting Academic Publications to Institutions and the Norwegian Publication Indicator (NPI). Deviations from the duty to credit a work must comply with the aforementioned guidelines and the NPI (see the NPI website: <https://npi.hkdir.no>).

Section 8. Ethics and integrity in the use of research results, research data etc.:

Links to relevant laws, regulations and guidelines. This list is not exhaustive.

[Regulations relating to the Degree of Philosophiae Doctor \(PhD\) at Nord University](#)

[Permission to carry out medical and health research projects](#) (REK)

[Permission to conduct research that involves personal data](#) (NSD)

[Permission to use animals in experiments](#) (Norwegian Food Safety Authority)

[Act on ethics and integrity in research](#)

[The Norwegian National Research Ethics Committees](#) (link to NENT, NEM and NESH)

[Act relating to the processing of personal data](#) (Personal Data Act)

[The Animal Welfare Act](#)

[The Copyright Act](#)

Part B

Section 5. Obligations with respect to supervision:

An academic supervisor shall:

- give advice on formulating and delimiting topics and research questions
- provide information on what permission needs to be sought from research ethics committees and/or other authorities to carry out the project
- discuss and assess hypotheses and methods, and other research design aspects
- discuss documentation and written presentation (structure, language, etc.)
- discuss results and their interpretation
- provide the candidate with guidance in ethical matters related to the thesis
- help the candidate to become acquainted with the literature and relevant data (library, archives, etc.)
- help to introduce the candidate to relevant research environments
- give advice on scientific dissemination
- stay informed as regards the candidate's progress and evaluate that progress relative to the plan for completion
- follow up research-related factors that could delay completion of the PhD programme, in order to ensure this can be completed within the stipulated time

The candidate shall:

- complete the training component and thesis in accordance with the progress plan
- devise a data management plan
- regularly update the supervisor on progress
- provide a draft 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 seminars.
- uphold the ethical principles that pertain to his or her area of research
- apply for the necessary research permissions
- ensure that the project complies with the GDPR

Section 6. Copyrights, patent rights and intellectual property rights (IPRs):

[Act respecting the right to employees' inventions](#) (Employees' Inventions Act)

Reference is made to the [Regulations governing management of intellectual property at Nord University](#), for further details.

See also the aforementioned Part A, Section 7 for more details.

'When the work on a PhD thesis involves more than one academic community and/or faculty, or when different academic communities provide a workplace for the candidate to work on a thesis, the academic credit and financial reward, if any, for each community shall be stipulated in a separate agreement.'

Such an agreement will identify all the parties involved, and stipulate the percentage distribution of academic credit and financial reward.

Section 7. Change of supervisors:

The faculty is obliged to make the transition to a new supervisor as seamless as possible. However, the party requesting the change should give an explanation of why this change will benefit the supervisory situation.

Part C

Section 1. Purpose and duration of the agreement:

An external party can also be a faculty at Nord University that is funding a research fellow/employee on another faculty's PhD programme.

Section 5. Equipment and infrastructure:

Example of how a simplified supplementary agreement on providing additional funding for equipment and operations can be set out. Any supplementary agreements must be archived together with this agreement, or in a simplified version, the table below can be copied and pasted into Part C, Section 5:

During the agreement period, the candidate will need operating costs for the following purposes:

Equipment and purpose	Funding of operating costs	
	Faculty	External party
Cost per institution. NOK.		
Total costs. NOK.		

Section 6. Additional provisions for candidates funded by the Research Council of Norway’s Industrial PhD Scheme and Public Sector PhD Scheme:

This agreement applies to admissions to the PhD programme at Nord University. A separate cooperation agreement must also be entered into with the Research Council of Norway and an external enterprise concerning admission and funding in the Industrial PhD Scheme or Public Sector PhD Scheme. Because this agreement is exempt from public disclosure, details of the candidate’s residency are repeated in order to inform other supervisors and partners.