

AGREEMENT

Completion of a student thesis or other assignment at the University of Bergen in agreement with an external partner

1. Parties

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|----------------------------|--------------------------|-------------------|
| University of Bergen (UiB) | Department: | |
| UiB supervisor: | Liaison; title and name: | |
| | E-mail: | Telephone number: |
| External partner: | Company name: | |
| | Liaison; title and name: | |
| | E-mail: | Telephone number: |
| Student: | Name: | Student number: |
| | E-mail: | Telephone number: |

Any relevant intellectual property rights pertaining to background data or material belonging to either the student, the UiB, the external partner or a third person, must be cleared before its use in the student assignment. In cases where such ownership or rights may be of significance to the completion of the student assignment, they must be stated in a separate appendix attached to this agreement.

2. Assignment:

The student is to complete the following assignment:

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| Master thesis | |
| Bachelor thesis | |
| Other assignment | |

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| Assignment work title: |
| Brief description of the assignment: |

The assignment is to be an integral part of the student's studies.

3. UiB's responsibilities:

The UiB supervisor and any co-supervisor/s, carry the overall academic responsibility for the design and approval of the project description.

Issues concerning resources and infrastructure must be agreed in advance between the parties. This includes the extent of contact, supervision and other resources provided by the external party.

4. External partner's responsibilities:

The external partner must provide a liaison to assist the student throughout the agreement period (see section 1 above).

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| The external partner is to provide the following resources and/or infrastructure for the completion of the assignment: |
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Reimbursement of known costs connected to the assignment:

| Cost specification | Reimbursed by external partner | Reimbursed by UiB | Not Applicable |
|------------------------|--------------------------------|-------------------|----------------|
| Travel | | | |
| Materials, chemicals | | | |
| Tests and lab services | | | |
| Other costs: | | | |
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The external partner may cover costs in addition to those stated above. Any additional costs must be agreed upon by all parties.

5. Immaterial rights

5.1 General rules

Property rights resulting from the collaboration will belong to the party who created them. Property rights to data, materials, methods, patents etcetera which a party brings into the project, and which was created independently to the project is retained by the party who brought them into the project.

5.2 The student's rights

The student holds the intellectual property rights to the thesis or assignment resulting of the agreement. The same applies to all results of the collaboration created by the student alone

through the work on the assignment, with the limitations that follow from section 6 and 7 below.

The student always retains his or her intellectual property and protection against infringing use, in accordance with the Norwegian Intellectual Property Act (åndsverkloven).

The student has the right to enter into a separate agreement with UiB on the publication of the assignment in UiB's institutional online archive Bergen Open Research Archive (BORA). The student has the right to publish the assignment or parts of it in other contexts provided that no restrictions on the right to publish have been agreed pursuant to this Agreement, section 6.

5.3 The external partner's rights

The external partner retains the ownership of material and/or methods that form the basis of the assignment (project background). Should the student need to use results that include the project background, a separate agreement shall be entered into between the student and the external partner.

The external partner has the right to use the results of the assignment in own activities. This right of use is non-exclusive and non-sublicensable.

The external party may enter into negotiations to obtain ownership of the results of the assignment and the student's contribution against a reasonable and fair cost. Such an agreement must be in writing and requires the student's consent.

5.4 UiB's rights

All submitted files of the assignment, including attachments, that are necessary for assessment, grading and archiving at UiB, belong to UiB. The results of the assignment, including attachments, may be used free of charge by UiB for teaching and research purposes, subject to restrictions stated in section 6. Other uses require the consent of all parties.

6. Publication, deferred publication, and restricted access

Student assignments are public. None of the provisions of this agreement shall be interpreted or applied in such a way that the attainment of a bachelor's or master's degree is impeded or prevented.

Master's degree work that contains information that is subject to a statutory duty of confidentiality (cf. The Public Administration Act § 13) shall be subject to restricted access.

Master's degree work that does not contain information subject to the statutory duty of confidentiality cannot be subject to restricted access. The faculty may nevertheless approve restricted access for a period not exceeding five years (deferred publication).

Deferred publication may only be decided if the student wishes to continue developing the material with a view to obtain a doctoral degree or; other publications or; for other exceptional reasons. The application must state the desired duration of.

Should the faculty approve an application of deferred publication of the master's degree work, it will only be available to the student, the external partner, and the supervisor. The examination committee will have access in connection with grading. The student, supervisor and examiners shall have a duty of confidentiality regarding content that is exempt from publication.

If the parties subsequently agree that the need for restricted access and deferred publication no longer applies, the restrictions may be removed. Such agreements must be made in writing.

The UiB may decide that attachments are subject to restricted access for a period exceeding five years, on the request of the external partner. The UiB and the student shall accept such a status in cases where the external partner provides well-founded reasons for restrictions. The request must be made prior to the submission of the assignment.

Parts of the assignment that are not subject to deferred publication may be published in UiB's institutional archive, cf. Section 4, last paragraph. The external partner must facilitate that the student may use all or parts of the thesis in connection to job seeking or continued academic development connected to a master's or doctoral degree even if the assignment is subject to deferred publication.

7. General agreements

This agreement takes precedence over all other agreements established between two or more parties regarding the completion of the assignment and its results. A separate confidentiality agreement should be established should the student and the external partner agree on confidentiality regarding what the student becomes aware of while working with the external partner.

The external partner's confidentiality agreement may be used, provided it does not contain points of conflict to this agreement (with regards to rights, publication etc.). Should a point of conflict nevertheless appear then this agreement takes precedence. Any additional agreement about confidentiality must be annexed to this agreement.

This agreement governed by Norwegian Law. Disputes are to be resolved through negotiations or voluntary mediation. A dispute can be brought to court for a final decision should negotiations and voluntary mediation prove unsuccessful. All parties to this agreement recognize Bergen District Court as the appropriate jurisdiction.

This agreement is valid upon all parties' signature.

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| The agreement period is as follows: | |
| Start date: | End date: |
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Signatures:

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| External partner: | Title and name: | Signature: |
| | Date: | |
| Head of department/ Head of study programme board, UiB: | Name: | Signature: |
| | Date: | |

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|-----------------|-------|------------|
| UiB supervisor: | Name: | Signature: |
| | Date: | |
| Student: | Name: | Signature: |
| | Date: | |