

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW,

UNIVERSITY OF BERGEN (UIB)

INTRODUCTION

The agreement concerns the terms for admission to the PhD programme at The Faculty of Law, University of Bergen and has been drawn up in accordance with the Acts and regulations concerning the PhD programme, cf. in particular the University and University College Act with regulations, the Regulation concerning the degree of Philosophiae Doctor (PhD) at the University of Bergen, and the Regulation concerning terms and condition of employment for the posts of postdoktor (post-doctoral research fellow), stipendiat (doctoral research fellow), vitenskapelig assistant (research assistant) and spesialistkandidat (resident), and the supplementary provisions applying at any time. The agreement is also based on other Acts and regulations, including the Civil Service Act with regulations, the Public Administration Act, the Intellectual Property Act and the Patents Act, The Act on ethics and integrity in research, as well as the Norwegian Qualifications Framework for Lifelong Learning (NKR).

The agreement consists of three parts:

Part A, General part, must be filled out for all doctoral candidates accepted for the PhD programme at the Faculty of Law. The parties to the agreement in Part A are the doctoral candidate and UiB, represented by the faculty and department or basic unit.

Part B, Agreement on academic supervision in the PhD programme, must be established for all doctoral candidates admitted. The parties to the agreement in Part B are the doctoral candidate, supervisor, the basic unit/department and the faculty. Part B of the agreement is established for all supervision arrangements.

Part C, Agreement between the external party and the university concerning the completion of the PhD education, must be established for the doctoral candidates who have an external employer. This part of the agreement may also be used for candidates who are employed at a department/faculty/centre at the institution other than the one with which the candidate is affiliated in Part A of the agreement. If a doctoral candidate is attached to two or several institutions, an agreement must be established for each of the external parties. For Industrial PhDs and Public Sector PhDs, a separate cooperation agreement must also be established.

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

PART A: GENERAL PART

SECTION 1 PURPOSE

The agreement applies to doctoral candidates who by individual decision have been accepted for the PhD programme at the Faculty of Law, University of Bergen. The purpose of the agreement is to ensure the completion of the PhD education and to regulate the parties' rights and obligations within the framework of Acts, regulations and the admission decision.

SECTION 2 ADMISSION DECISION

The agreement is established between the doctoral candidate and UiB, represented by the faculty and department or basic unit.

Name of the doctoral candidate:

has been accepted to the PhD programme at the Faculty of Law, University of Bergen.

SECTION 3 DURATION OF THE AGREEMENT

The agreement applies from (financing start) _____ to (financing end) _____

The agreement period will be extended automatically for all leave granted on the basis of Norwegian law, the current Basic Collective Agreement or the wage agreement for state employees.

Under certain circumstances, this agreement may be terminated prior to the specified date of conclusion, cf. Section 5-5 of the Regulation for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

SECTION 4 TRAINING COMPONENT AND THESIS

During the agreement term the doctoral candidate must undertake a training component and a doctoral research project. The PhD education must lead to a thesis with the working title:

The basis for the PhD education is stated in the admission decision, the requirements set in or pursuant to the Regulation for the degree of Philosophiae Doctor (PhD) at the University of Bergen, the approved project description and the plan for the training component.

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UIB)

It will be possible to make changes to the doctoral candidate's project description or plan for the training component, provided that this does not concern changes which are so significant that this agreement no longer gives an accurate picture of the relationship between the parties, the financing, content and progress of the doctoral research project, or other significant conditions. In such case, the institution may require that the agreement be terminated or replaced by a new agreement. Other, less significant changes may be made without changing this agreement. Any changes must be documented in writing and stored in such a way that the connection to this agreement is clear and unambiguous.

Changes as described in the previous section must be submitted for the written approval of the head of the basic unit/department.

SECTION 5 SUPERVISION

The doctoral candidate will have the right and an obligation to receive supervision during the term of the agreement. A separate supervision agreement must be established between the doctoral candidate, the supervisors and the department/basic unit. The supervision agreement is stated below in Part B of the agreement.

SECTION 6 FUNDING AND EMPLOYMENT

Funding and employment are governed by a separate agreement. Doctoral candidates employed at UiB must be ensured a workplace at the basic unit, unless otherwise agreed in this agreement and stated in the remarks field. For doctoral candidates who are not employed at UiB, the workplace will be governed by Part C of the agreement.

If the doctoral candidate has compulsory duties, this will be governed by the work agreement. Doctoral candidates employed at UiB will be subject to a residency requirement, unless otherwise agreed in this agreement and stated in the remarks field.

SECTION 7 INFRASTRUCTURE

The doctoral candidate must have the necessary infrastructure available for completion of the PhD education. The faculty will decide what is deemed to be necessary infrastructure.

Other special terms: _____

SECTION 8 INTELLECTUAL PROPERTY RIGHTS TO RESULTS AND PUBLICATION

The following may not be interpreted in conflict with the Norwegian Intellectual Property Act of 15.06.2018 or its regulations.

If the doctoral candidate is the sole author of the PhD thesis, he or she alone will hold the copyright to the work.

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UIB)

The doctoral candidate will be entitled to publish any inventions on the terms stated in Section 6(3) of the Act respecting the right to employees' inventions. The right of publication also applies to the supervisor if the invention has been made on a joint basis and this is not prevented by the rights of the doctoral candidate or a third party. No restrictions may be imposed on the publication of and public access to a PhD thesis, with the exception of a pre-agreed postponement so that any external party may consider patent filing, cf. Section 7 of the agreement's Part C.

On the publication of or public access to the thesis, UiB must be credited if UiB has made a necessary and significant contribution to or provided the basis for the doctoral candidate's involvement in the work subject to publication or public access.

Otherwise, the Regulation on handling employees' rights to the results of work and research at the University of Bergen will also apply.

SECTION 9 ETHICS AND INTEGRITY IN THE USE OF RESEARCH RESULTS, RESEARCH DATA, ETC.

All use of results, data, etc. must be in accordance with the law, current ethical guidelines, agreements established, terms set by research ethics committees and other competent bodies, and good research practice cf. Section 2-1 of the Regulation for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

Reference is made to the legislation in the relevant area concerning results which are not, or not only, governed by the copyright rules.

SECTION 10 DUTY TO PROVIDE INFORMATION AND FOLLOW-UP RESPONSIBILITY

Each doctoral candidate must be subject to a mid-way assessment. In addition, each year the doctoral candidate must submit written reports on the progress of his or her PhD education. The reports will be submitted for approval by the body designated by the faculty.

The parties will be obliged to give each other regular information on all matters of significance to the completion of the PhD education. The parties will be obliged to follow up actively on any matters which may lead to delayed or failure to achieve completion.

SECTION 11 CONCLUDING PROVISIONS

This agreement has been established within the framework of the regulations for the PhD programme in force at any time.

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UIB)

SECTION 12 SIGNATURE

Signature doctoral candidate

Date

Signature faculty (dean)

Date

REMARKS FIELD, PART A

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

PART B: AGREEMENT CONCERNING ACADEMIC SUPERVISION OF PHD CANDIDATES

SECTION 1 PURPOSE

This agreement concerns supervision of a PhD project with the working title stated in Part A of the agreement, and academic follow-up during the PhD education. The agreement sets out the parties' rights and obligations concerning supervision during the term of the agreement period.

SECTION 2 PARTIES TO THE AGREEMENT

The parties to the agreement are the doctoral candidate, supervisor, department/basic unit and faculty.

The main supervisor appointed for the agreement period is:

Name: _____

From basic unit/institution: _____

The co-supervisor appointed for the agreement period is:

Name: _____

From basic unit/institution: _____

Any additional co-supervisors and/or mentors: _____

Supervisors must be familiar with Part A and Part C of the agreement, where these are used.

SECTION 3 BASIS FOR THE PROGRAMME

The basis for supervision is the project description and plan for the training component as described in Part A.

SECTION 4 REPORTING AND DUTY TO PROVIDE INFORMATION

The doctoral candidate and the main supervisor will be obliged to keep each other regularly informed about all matters of significance to the supervision. See further details of the parties' rights and obligations in Section 6 of the Regulation for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UIB)

The doctoral candidate and the main supervisor will be obliged to submit progress reports as laid down in Part A of the agreement.

SECTION 5 OBLIGATIONS ON THE PERFORMANCE OF SUPERVISION

The supervisor must

- Give advice on the formulation and delineation of the research topic and research question.
- Discuss and assess hypotheses and methods.
- Give assistance with use of academic literature and relevant data (library, archives, etc.).
- Discuss various aspects of the written presentation (structure, language, referencing, documentation, etc);
- Stay informed about the progress of the doctoral candidate's work and assess this in relation to the planned progress.
- Help to bring the doctoral candidate into relevant scientific environments.
- Discuss results and their interpretation.
- Provide guidance in academic dissemination.
- Provide guidance in research ethics questions regarding the thesis.

The doctoral candidate must

- Submit drafts of parts of the thesis as agreed with the supervisor, and in accordance with the project description. Parts of the thesis may be presented in seminars.
- Complete the training component in accordance with the progress plan.
- Comply with research ethics principles applying to the academic area.

SECTION 6 CHANGE OF SUPERVISOR

The candidate and the supervisor 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, see Section 6-4 of the Regulation for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

Should the candidate or supervisor find that the other party is not fulfilling his or her obligations according to Sections 4 and 5, the party claiming a breach of obligation is required to address the issue with the other party. The candidate and supervisor must work together in an attempt to remedy the situation. The faculty must assist with this process if necessary.

If the parties, after discussion, have not reached agreement on resolving the situation, the doctoral candidate or supervisor may request to be released from the supervision agreement. A request to be released from the supervision agreement must be addressed to the faculty, but sent via the basic unit. The decision to release the doctoral candidate and the supervisor from the supervision agreement will be taken by the faculty. On any such decision, the faculty must ensure that the doctoral candidate enters into a new supervision agreement with a new supervisor. Any external parties must be informed of any issues as described in this section.

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UIB)

SECTION 7 DISPUTES

Disputes concerning the supervisor's and doctoral candidate's academic rights and obligations pursuant to this agreement may be submitted by the parties for consideration and decision by the faculty.

If the body in question takes an individual decision in the matter, the decision may be appealed to the next higher governing body.

SECTION 9 CONCLUDING PROVISIONS

This agreement (Part B) has been established within the framework of current regulations and guidelines for the PhD programme at the Faculty of Law, including the Regulation for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

SECTION 10 SIGNATURE

Signature candidate
Date

Signature faculty (dean)
Date

Signature main supervisor
Date

Signature co-supervisor
Date

Any signatures of additional supervisors

Date

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UIB)

AMENDMENTS TO THE AGREEMENT, PART B

The following amendments have been added to the agreement:

Signature doctoral candidate

Date

Signature faculty (dean)

Date

Signature main supervisor

Date

Signature co-supervisor

Date

Any signatures of additional supervisors

Date

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

PART C: AGREEMENT BETWEEN EXTERNAL INSTITUTION AND UIB ON THE COMPLETION OF THE PHD EDUCATION

For Industrial PhDs and Public Sector PhDs, a separate cooperation agreement must also be established.

SECTION 1 PARTIES TO THE AGREEMENT

An agreement has been established for each external party, cf. below. UiB is a party to each of these agreements.

This agreement has been established between:

UiB and

(hereinafter referred to as the doctoral candidate) and

(hereinafter referred to as the external party)

The external party is familiar with Part A and Part B of the agreement and the Regulation for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

SECTION 2 PURPOSE AND DURATION OF THE AGREEMENT

The aim of this agreement is to ensure that the doctoral candidate has satisfactory working conditions for the completion of the PhD education. The agreement sets out the parties' rights and obligations during the period of the agreement.

The doctoral candidate's thesis has the working title:

The agreement will terminate if the candidate's participation in the PhD education ends either through voluntary or involuntary termination prior to the agreed completion date. In such cases, each of the parties must seek the proper settlement of his or her obligations in relation to the other parties.

SECTION 3 THE PARTIES' COOPERATION

The parties are obliged to cooperate closely on the completion of the PhD education as specified in Section 2. The parties must keep each other informed as regards any and all factors relevant to the completion of the education. All factors which may impact fulfilment of the agreement must be brought to the attention of the other party as early as possible. The parties will be obliged to cooperate actively on finding a solution to the problems which may arise.

SECTION 4 THE PARTIES' RIGHTS AND OBLIGATIONS WHEN THE DOCTORAL CANDIDATE IS EMPLOYED BY AN EXTERNAL PARTY

The doctoral candidate's employer:

for the period from _____ to _____

During the period of the agreement the doctoral candidate will have a workplace at:

In addition to salary, there will be operating costs for the following purpose:

As required, UiB and the external party will establish an agreement on the financing of extra funding for equipment and operation.

SECTION 5 INFRASTRUCTURE

The doctoral candidate must have the necessary infrastructure available for completion of the PhD education, cf. Section 7 of Part A of the agreement. In consultation with the external party, UiB will determine what the necessary infrastructure is, and how it is to be financed. The institution where the doctoral candidate has a workplace is responsible for fulfilling the obligations in this area.

SECTION 6 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

If the doctoral candidate is the sole author of the PhD thesis, he or she alone will hold the copyright to the work.

If the PhD thesis consists of a collection of articles and a summary, the doctoral candidate will only hold the copyright to the elements which are the result of the doctoral candidate's independent creative efforts. Articles written by several persons without it being possible to identify the individual's contribution as a separate work will be regarded as joint works. For such articles the authors will have joint copyright.

The elements of the PhD thesis to which the doctoral candidate has the sole copyright, and other academic works which are a result of the work on the thesis, and to which the doctoral candidate alone has the copyright, may be used free of charge to produce copies for use in the external party's activities. The same will apply to the presentation of the works to the external party's employees (and students if the external part is an educational institution) in conjunction with the external party's ordinary activities. On such use of the doctoral candidate's published thesis, the doctoral candidate must be named as required by legislation and good practice.

If the doctoral candidate makes a patentable invention while writing the thesis, written notice of the invention must be given, without undue delay, to the party with which the doctoral candidate has

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UiB)

signed an employment agreement, in accordance with Section 5 of the Act of 17.04.70 respecting the right to employees' inventions. The other institution party will receive a copy for information.

UiB will be entitled to use of the research result for research and teaching purposes, free of charge.

In advance or by other means, the parties may agree to transfer the rights to commercial use of the invention to an external party. Any such agreement must be archived with this agreement.

No restrictions may be imposed on the publication of and public access to a PhD thesis, with the exception of a pre-agreed deferral of the date of publication/public access, so that any external party may consider patent filing/commercialisation. An external party may not set the condition that all or parts of the PhD thesis may not be subject to publication or public access.

On the publication of or public access to the thesis, UiB must be credited if UiB has made a necessary and significant contribution to or provided the basis for the doctoral candidate's involvement in the work that is subject to publication or public access. The same will apply to the external party, if the latter has also made a necessary and significant contribution. Normally, both the doctoral candidate's employer and the institution awarding the degree will be considered to have made such a necessary and significant contribution. Other institutions/companies may also be considered to have made such contributions.

SECTION 7 CONCLUDING PROVISIONS

The parties may make changes or additions to this agreement in written addendum agreements. It must be sought to resolve any dispute concerning the interpretation of this agreement by negotiation.

SECTION 8 SIGNATURE

Signature doctoral candidate

Date

Signature faculty (dean) for UiB

Date

Signature external party

Date

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF LAW, UNIVERSITY OF BERGEN (UIB)

AMENDMENTS TO THE AGREEMENT, PART C

The following amendments have been added to the agreement:
