

## AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF SCIENCE AND TECHNOLOGY THE UNIVERSITY OF BERGEN (UIB)

### INTRODUCTION

The agreement concerns the terms for admission to the PhD programme at the Faculty of Science and Technology and has been drawn up in accordance with the acts and regulations concerning the PhD programme, as stated in section 1-1 in the Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

The agreement consists of three parts:

**Part A, General part**, must be filled out for all PhD candidates (hereinafter “candidate”) admitted to the PhD programme at the Faculty of Science and Technology. The parties to the agreement in Part A are the candidate and the faculty.

**Part B, Agreement on academic supervision in the PhD programme**, must be established for all candidates admitted to the PhD programme at the Faculty of Science and Technology. The parties to the agreement in Part B are the candidate, supervisors and the faculty. Part B of the agreement is established for all supervision arrangements.

**Part C, Agreement between the external party and UiB concerning the implementation of the PhD education**, must be established for the 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 UiB other than the one with which the candidate is affiliated in Part A of the agreement. If a 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.

If there are amendments in part A, B and/or C the basic unit/department must also sign.

### **Faculty approval/signature**

The agreement must be signed by all parties, except the faculty (dean). The faculty approves the content of the agreement through the decision on admission and the signed letter of acceptance to the PhD program.

## AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

### PART A: GENERAL PART

#### SECTION 1 PURPOSE

The agreement applies to candidates who have been admitted to the PhD programme at the Faculty of Science and Technology. The purpose of the agreement is to ensure the implementation 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 candidate and the faculty.

Name of the candidate:

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has been admitted to the PhD programme at the Faculty of Science and Technology, affiliated with

Basic unit/department: \_\_\_\_\_

#### 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 based on Norwegian law, the current Basic Collective Agreement or the wage agreement for state employees. The agreement period may be extended on other grounds, based on an application to the faculty.

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

#### SECTION 4 TRAINING COMPONENT AND THESIS

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

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The basis for the PhD education is stated in the Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen, the faculty's programme description, the admission decision, the approved project description and the plan for the training component.

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It will be possible to make amendments to the candidate's project description or plan for the training component without changing the agreement here. If the amendments 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, the amendments must be presented to the basic unit/department and the faculty for possible approval. The amendments must be documented in this agreement. If the amendments are substantial a completely new agreement should be signed. If the amendments are not approved, the faculty may decide on termination, cf. section 5-5-2 in the PhD regulations.

### **SECTION 5 SUPERVISION**

The 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 candidate, the supervisors and the faculty. 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. 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 candidates who are not employed at UiB, the relation with the external employer will be governed by Part C of the agreement.

If the candidate has other career promoting duties, this will be governed by the work agreement. Candidates employed at UiB will be subject to a residency requirement, unless otherwise agreed in the employment agreement or in this agreement and stated in the remarks field.

### **SECTION 7 INFRASTRUCTURE**

The candidate must have the necessary infrastructure available for the implementation 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**

If the 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 candidate will only hold the copyright to the elements which are the result of the candidate's independent 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, according to section 8 of the Norwegian Intellectual property act.

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

## AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME AT THE FACULTY OF SCIENCE AND TECHNOLOGY, THE UNIVERSITY OF BERGEN (UiB)

If the 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 candidate has signed an employment agreement, in accordance with Section 5 of the Act of respecting the right to employees' inventions.

The candidate will be entitled to publish any inventions on the terms stated in the Act of 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 candidate or a third party.

No restrictions may be placed on publication of the doctoral thesis, with the exception of an agreed postponement of the publication date and public defence. Such a postponement may be permitted to allow the institution and any external party that has provided full or partial funding for the PhD education to decide on any commercialisation including patents.

Neither UiB itself nor the external party may deny the public release of the PhD thesis in whole or in part.

Upon publication of the thesis, candidates must comply with applicable guidelines for crediting institutions.

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

All procurement and 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.

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 candidate must be subject to a mid-way assessment. In addition, each year the 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 implementation 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.

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**SECTION 12 SIGNATURE**

Signature candidate .....

Date .....

Signature faculty .....

Date .....

**SECTION 13 REMARKS OR AMENDMENTS, PART A**

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**SECTION 14 SIGNATURES IF ANY AMENDMENTS**

**NB! ONLY TO BE SIGNED IF THERE ARE ANY AMENDMENTS AFTER ADMISSION**

Signature candidate .....

Date .....

Signature department .....

Date .....

Signature faculty .....

Date .....

## 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 candidate, supervisors and faculty.

The main supervisor appointed for the agreement period is:

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

From department/institution: \_\_\_\_\_

The co-supervisor appointed for the agreement period is:

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

From department/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 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 Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

The 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 supervisors** 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 candidate's work and assess this in relation to the planned progress
- help to bring the 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 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 MAIN SUPERVISOR**

The candidate and the main supervisor may agree to ask the responsible authorised body to appoint a new main supervisor for the candidate. The main supervisor may not be released from this agreement until a new main supervisor is appointed, see Section 6-2 of the Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

## **SECTION 7 DISPUTES**

Disputes concerning the supervisor's and 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 8 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 Science and Technology including the Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen.

**SECTION 9 SIGNATURES**

Signature candidate .....

Date .....

Signature faculty .....

Date .....

Signature main supervisor .....

Date .....

Signature co-supervisor .....

Date .....

Any signatures of additional supervisors .....

Date .....

**SECTION 10 REMARKS OR AMENDMENTS, PART B**

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**SECTION 11 SIGNATURES IF ANY AMENDMENTS**

**NB! ONLY TO BE SIGNED IF THERE ARE ANY AMENDMENTS AFTER ADMISSION**

Signature candidate .....

Date .....

Signature department .....

Date .....

Signature faculty .....

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

This agreement has been established between:

UiB and

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(hereinafter referred to as the candidate) and

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(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 candidate has satisfactory working conditions for the implementation of the PhD education. The agreement sets out the parties' rights and obligations during the period of the agreement.

The candidate's thesis has the working title:

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The agreement will terminate if the candidate's participation in the PhD education ends either through voluntary or forced 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 implementation of the PhD education. The parties must keep each other informed as regards any and all factors relevant to the implementation 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 candidate's employer:

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for the period from \_\_\_\_\_ to \_\_\_\_\_

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

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

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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 candidate must have the necessary infrastructure available for implementation 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 candidate has a workplace is responsible for fulfilling the obligations in this area.

**SECTION 6 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION**

If the 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 candidate has signed an employment agreement, in accordance with Section 5 of the Act of respecting the right to employees' inventions. The other institution must be held informed in writing.

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.

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

The elements of the PhD thesis to which the candidate has the sole copyright, and other academic works which are a result of the work on the thesis, and to which the 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 candidate's published thesis, the candidate must be named as required by legislation and good practice.

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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 and public defence, so that any external party may consider patent filing/commercialisation.

Neither UiB nor an external party can set the condition that access to all or parts of the PhD thesis should be restricted.

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 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 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 remarks or amendments to this agreement. Any dispute regarding the interpretation of this agreement should be resolved through negotiation

**SECTION 8 SIGNATURE**

Signature candidate .....

Date .....

Signature faculty (for UiB) .....

Date .....

Signature external party .....

Date .....

**SECTION 9 REMARKS OR AMENDMENTS, PART C**

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**SECTION 10 SIGNATURES IF ANY AMENDMENTS**

**NB! ONLY TO BE SIGNED IF THERE ARE ANY AMENDMENTS AFTER ADMISSION**

Signature candidate .....

Date .....

Signature department .....

Date .....

Signature faculty (for UiB) .....

Date .....

Signature external party .....

Date .....