

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

11.4.2019: Adjusted by decision on the establishment of faculty programmes in the University Board

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

INTRODUCTION

The agreement concerns the terms for admission to the PhD programme at The Faculty of Social Sciences 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, the Programme description for the PhD programme at The Faculty of Social Sciences, 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.¹

The agreement consists of three parts:

Part A, General part, must be filled out for all PhD candidates (*also called the candidate*) accepted for the PhD programme at the faculty. The parties to the agreement in Part A are the candidate, the faculty and department or basic unit.

Part B, Agreement on academic supervision in the PhD programme, must be established for all candidates admitted. The parties to the agreement in Part B are the 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 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 University of Bergen 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.

¹ 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).

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PART A: GENERAL PART

SECTION 1 PURPOSE

The agreement applies to candidates who by individual decision have been accepted for the PhD programme at the Faculty of Social Sciences. 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 candidate, the faculty and department or basic unit.
Name of the candidate:

has been accepted to the PhD programme at the Faculty of Social Sciences and attached to 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.

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 candidate must undertake a training component and a PhD 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 admission decision, the requirements set in or pursuant to the Regulation for the degree of philosophiae doctor (PhD) at the University of Bergen, the Programme description for the PhD programme at the Faculty of Social Sciences, the approved project description, and the plan for the training component.

It will be possible to make changes to the candidate's project description or plan for the training component, if 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 PhD 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 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 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. 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 the Faculty of Social Sciences or its basic units, the workplace will be governed by Part C of the agreement.

If the candidate has compulsory duties, this will be governed by the work agreement. 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 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 candidate is the sole author of the thesis, he or she alone will hold the copyright to the work.

The candidate will be entitled to publish any inventions on the terms stated in Section 6 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 candidate or a third party. No restrictions may be imposed on the publication of and public access to a PhD thesis, apart from a pre-agreed postponement so that any external party may consider patent filing, cf. Section 6 of the agreement's Part C.

On the publication of or public access to the thesis, UiB, represented by the faculty and basic unit, 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 subject to publication or public access. An active exercise of supervisory responsibility for the publication in question is a sufficient contribution.

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 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 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.

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SECTION 12 SIGNATURE

Signature candidate

Date

Signature basic unit/department (department head)

Date

Signature faculty (dean)

Date

REMARKS FIELD, PART A

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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, 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 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 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.

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 supervisor must

as organizational duties

1. be the candidate's main contact and responsible for ensuring that he/she is integrated into research groups and communities (main supervisor)
2. contribute to regular contact (contact frequency should be stated in the annual progress reporting)
3. supervise according to the ethical guidelines at the University of Bergen

in the work with the thesis

4. ensure that the research project is approved in accordance with ethical rules, and advise in questions concerning ethics in research
5. ensure that the candidate get familiar with that it is his/her responsibility to avoid all forms of fraudulence
6. give advice on formulating and delimiting the research topic and research questions
7. discuss hypotheses and methods
8. discuss results and their interpretation
9. discuss the structure and completion of the presentation (including outline, linguistic form, documentation)
10. provide guidance on the academic literature and data

related to the training component

11. pursue the candidate's academic development and give advice on the training component
12. supervise in academic dissemination

related to progress

13. participate in the candidate's Midway evaluation
14. agree, after the Midway evaluation, about a realistic plan for completion of the research and the thesis
15. submit an annual progress report within 1 November (main supervisor)
16. keep informed on the progress in the candidate's work and assess this in relation to the project description's progress plan
17. give advice and follow up on academic conditions that may incur delayed completion of the PhD education, so that it can be completed within the standard time

Source	Duties
Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen , Section 6	1-4, 6-11, 13, 16 og 17
Programme description for the PhD programme	1, 14 og 15
Act relating to universities and university colleges, Section 4-7	5
Admission agreement	12

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The PhD candidate must

as organizational duties

1. fill in and sign the PhD agreement with supervisors and the head of department no later than 1 month after start-up
2. contribute to regular contact with supervisors*
3. handle a potential need to change supervisor in accordance with Section 6 of this agreement
4. report and document any interruptions, statutory absences that may extend the contract period at the PhD programme

in the work with the thesis

5. submit a draft of parts of the dissertation in agreement with the supervisor and in accordance with the project description. Parts of the dissertation can be submitted in connection with seminars
6. comply with research ethical principles that apply to the discipline
7. strive to submit a research project that will result in a dissertation of high standard and within the given time frame

related to the training component

8. carry out the training component in accordance with the requirements of the faculty
9. present your work or findings at (at least) one national or international conference
10. keep track of all documentation of courses, seminars and activities that you complete as part of the training component

related to progress

11. follow up conditions that may lead to the risk of delayed or non-completion of the PhD programme, so that the programme can, as far as possible, be completed within a standard timeframe
12. inform the main supervisor of matters that may be of significance to the supervision
13. register every semester
14. submit progress report by November 1st each year
15. undergo a midway evaluation according to the faculty requirements

* Regular contact can be maintained through emails, meetings, or telephone contact, it is not necessary to submit written material before all tutoring hours.

Source	Duties
Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen , Section 5-3, 6, 10-1	2, 4, 6-7, 11, 13 og 14
Programme description for the PhD programme	1, 8 og 15
The programme description for the training component	8-10
Admission agreement	3 og 12

SECTION 6 CHANGE OF SUPERVISOR

The candidate and the supervisor may agree to ask, or as separately, the responsible authorised body to appoint a new 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 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, the party claiming a breach of obligation is required to address the issue with the other party. The candidate and supervisor must work together 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 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 candidate and the supervisor from the supervision agreement will be taken by the faculty. On any such decision, the faculty must ensure that the 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.

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 PHD PROJECTS INVOLVING SEVERAL RESEARCH GROUPS, FACULTIES OR DEPARTMENTS

When work on a PhD thesis involves several professional circles, or when different professional circles serve as the place of work at which work on the thesis is carried out, professional credits and any financial payoff incurred by the individual professional circles shall be incorporated in a separate agreement.

The following financial distribution shall be used as a basis when entering into the Agreement:

Professional circle/institute	% Creditation
.....
.....

SECTION 9 CONCLUDING PROVISIONS

This agreement (Part B) has been established within the framework of current regulations and guidelines for PhD programmes, including the Regulation for the degree of philosophiae doctor (PhD) at the University of Bergen and the Programme description for the PhD programme at the Faculty of Social Sciences.

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SECTION 10 SIGNATURE

Signature candidate

Date

Signature, basic unit/department (department head)

Date

Signature faculty (dean)

Date

Signature, main supervisor

Date

Signature, co-supervisor

Date

Any signatures of additional supervisors

Date

AMENDMENTS TO THE AGREEMENT, PART B

The following amendments have been added to the agreement:

Signature candidate

Date

Signature, basic unit/department (department head)

Date

Signature faculty (dean)

Date

Signature, main supervisor

Date

Signature, co-supervisor

Dato

Any signatures of additional supervisors

Dato

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PART C: AGREEMENT BETWEEN EXTERNAL INSTITUTION AND THE FACULTY 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. the faculty is a party to each of these agreements.

This agreement has been established between:

The Faculty and

(hereinafter referred to as the PhD candidate/candidate) and

(hereinafter referred to as the external party)

The external party is familiar with Part A and Part B of the agreement, the Regulation for the degree of philosophiae doctor (PhD) at the University of Bergen and the Programme description for the PhD programme at the Faculty of Social Sciences.

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 completion 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:

The agreement will terminate 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, 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 PHD CANDIDATE IS EMPLOYED BY AN EXTERNAL PARTY

The candidate's employer: _____

for the period from _____ to _____

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

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

As required, the faculty 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 completion of the PhD education, cf. Section 7 of Part A of the agreement. In consultation with the external party, the faculty 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 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 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 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,

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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.

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 17.04.70 respecting the right to employees' inventions. The other institution party will receive a copy for information.

The faculty 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, except for 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, by the faculty and the basic unit, 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. An active exercise of supervisory responsibility for the publication in question is a sufficient 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, candidate
.....

Date
.....

Signature, faculty (dean)
.....

Date
.....

Signature, external party
.....

Date
.....

AMENDMENTS TO THE AGREEMENT, PART C

The following amendments have been added to the agreement:
