

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

INTRODUCTION

This agreement sets out the terms and conditions for admission to the PhD programme at Faculty of Humanities 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 conditions 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 in force at any given 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 Section, shall be entered into for all candidates admitted to the PhD programme at the Faculty of Humanities, University of Bergen. The parties to Part A are the PhD candidate and UiB, represented by the faculty and department/academic unit.

Part B, Agreement on Academic Supervision in the PhD Programme, shall be entered into for all candidates admitted to the PhD programme at Faculty of Humanities, University of Bergen. The parties to Part B are the PhD candidate, the supervisor(s), the department/academic unit and the faculty. Part B of the agreement shall be concluded for all supervisory relationships.

Part C, Agreement between an External Party and the University on the Completion of the PhD Programme, shall be entered into for candidates with an external employer. The agreement may also be used for candidates whose workplace is at the University of Bergen, but outside the Faculty of Humanities. If a candidate is affiliated with two or more external parties, an agreement shall be entered into for each of the external parties. For Industrial PhDs and Public Sector PhDs, a separate cooperation agreement shall also be entered into.

AGREEMENT CONCERNING ADMISSION

PART A: GENERAL PART

SECTION 1 PURPOSE

This agreement applies to candidates who have been admitted to the PhD programme at the Faculty of Humanities, University of Bergen (UiB). The purpose of the agreement is to ensure the completion of the PhD programme and to regulate the rights and obligations of the parties within the framework applicable laws, regulations and the admission decision.

SECTION 2 ADMISSION DECISION

The agreement is entered into between the PhD candidate, hereinafter referred to as the candidate, and UiB, represented by the faculty and the department/academic unit.

Name of the doctoral candidate:

has been admitted to the PhD programme at Faculty of Humanities,
represented by department/academic unit:

SECTION 3 DURATION OF THE AGREEMENT

The agreement takes effect from (start date) _____ to (end date) _____

The agreement period is automatically extended for leaves of absence granted under statutory provisions, the Basic Collective Agreement, or the Main Agreement for civil servants.

The agreement may, in special cases, be terminated before the agreed end date, cf. Section 5-5 of the Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen and Section 2.2 of the PhD programme at the Faculty of Humanities

SECTION 4 TRAINING COMPONENT AND THESIS

During the agreement period, the candidate shall complete a training component and a research project. The PhD education shall culminate in a doctoral thesis. The working title of the thesis is:

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The basis for the PhD education is set out in the admission decision, the requirements laid down in our pursuant to the Regulations for the Degree of Philosophiae Doctor (PhD) at the University of Bergen, the PhD programme at the Faculty of Humanities, the approved project description, and the training component plan.

Changes may be made the candidate's project description or the training component plan, provided that such changes are not so substantial that this agreement no longer provides an accurate representation of the parties' involvement, the funding, the content and progress of the research project, or other material aspects. In such cases, 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. Other, less significant changes may be made without amending this agreement. Such changes shall be documented in writing and stored in a manner that ensure a clear and unambiguous link to this agreement.

Changes as mentioned in the previous section must be submitted to the head of the department/academic unit for written approval.

SECTION 5 SUPERVISION

The candidate has both the right and the obligation to receive supervision during the agreement period. A separate supervision agreement shall be entered into between the candidate, the supervisors, and the department/academic unit. The supervision agreement is included in Part B of the agreement.

SECTION 6 FUNDING AND EMPLOYMENT

Funding and employment are regulated in a separate agreement. Candidates employed by the University of Bergen must be guaranteed a workplace at the department/academic unit, unless otherwise agreed in this agreement and stated in the remarks section. For candidates not employed by UiB, the workplace is regulated in Part C of this agreement.

If the candidate undertakes career-promoting work, this is regulated by the employment contract. Candidates employed by UiB are subject to a residency requirement unless otherwise agreed in this agreement and stated in the remarks section.

SECTION 7 INFRASTRUCTURE

The candidate shall have access to the necessary infrastructure for the completion of the PhD education. The decision regarding what constitutes necessary infrastructure is made by the faculty.

Other specific conditions related to infrastructure:

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SECTION 8 INTELLECTUAL PROPERTY RIGHTS TO RESULTS AND PUBLICATION

What follows below cannot be interpreted in conflict with the Copyright Act of June 15, 2018, or its regulations.

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

The candidate has the right to publish any inventions under the conditions set forth in Section 6 (3) of the Employee Inventions Act. The right of publish also applies to the supervisor, provided the invention was made jointly and the candidate's or a third party's right do not prevent it. No restrictions may be placed on the public disclosure or publication of a doctoral thesis, except for a pre-agreed delay to allow a potential external party to consider patenting, cf. Part C, Section 7 of the agreement.

Upon public disclosure or publication of the thesis, the University of Bergen (UiB) must be credited if UiB has provided a necessary and substantial contribution to or basis for the candidate's involvement in the disclosed or published work.

Otherwise, the Regulation on the Handling of Employees' Rights to Research and Work Result at the University of Bergen also apply.

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

All use of results, data, etc. shall comply with applicable laws, relevant ethical guidelines, concluded agreements, conditions set by research ethics committees and other competent bodies, and as well as recognized standards for good research practice.

For results that are not, or not exclusively, governed by copyright regulations, reference is made to the legislation applicable to the relevant area.

SECTION 10 DUTY TO PROVIDE INFORMATION AND FOLLOW-UP RESPONSIBILITY

Each candidate must undergo a mid-term evaluation. In addition, the candidate shall submit annual written reports on the progress of the PhD education. The reports shall be presented for approval to the body designed by the faculty.

The parties are obliged to provide each other with continuous information on all matters of significance for the completion of the PhD education. The parties are also obliged to actively follow up on issues that may lead to delay or failure to complete the programme.

SECTION 11 CONCLUDING PROVISIONS

This agreement has been entered into within the framework of the rules governing the PhD programme as applicable at any given time.

SECTION 12 SIGNATURE

Date:

Signature, doctoral candidate: _____

Date:

Signature, department/centre (department head): _____

Date:

Signature, faculty (dean) _____

REMARKS FIELD, PART A

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AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

PART B: AGREEMENT CONCERNING ACADEMIC SUPERVISION OF PHD CANDIDATES

SECTION 1 PURPOSE

This agreement concerns the supervision of the PhD project, with the working title stated in Part A of the agreement, and well as academic follow-up throughout the PhD programme. The agreement set out the rights and obligations of the parties regarding supervision throughout the agreement period.

SECTION 2 PARTIES TO THE AGREEMENT

The parties to this agreement are the PhD candidate, supervisor(s), the department/academic unit and faculty.

According to the PhD programme at Faculty of Humanities, section 3.1.3, the candidate is entitled to a total of 108 hours of supervision. This corresponds to an average of 18 hours of supervision per semester, assuming normal progression. Appointed supervisors are normally compensated with a preparation factor of 2.

The main supervisor should normally be employed at the Faculty of Humanities, and the candidate is generally expected to have more than one supervisor.

The responsibilities and tasks of co-supervisor(s) shall be agreed upon in consultation with the main supervisor, the candidate, and the department/academic unit.

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

The main supervisor appointed for the agreement period is:

Name: _____

Affiliation: _____

Part of supervision (%): _____

The co-supervisor appointed for the agreement period is:

Name: _____

Affiliation: _____

Part of supervision (%): _____

Any additional co-supervisors, their affiliation and part of supervision:

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SECTION 3 EDUCATIONAL FRAMEWORK

The supervision is based on the project description and the plan for the training component as outlined in Part A.

SECTION 4 DUTY TO REPORT AND PROVIDE INFORMATION

The candidate and the main supervisor are obliged to keep each other continuously informed of all matters relevant to the supervision. For further details regarding the rights and obligations of the parties, see Section 6 of the PhD Regulations at the University of Bergen and Section 3 of the PhD programme at the Faculty of Humanities.

The candidate and the main supervisor are also required to submit progress reports in accordance with the provisions outlined Part A of the agreement.

SECTION 5 OBLIGATIONS DURING THE SUPERVISION PROCESS

The supervisor must

- be familiar with the content of the PhD programme at the Faculty of Humanities and with the PhD Regulations at the University of Bergen
- jointly with the candidate, plan the training component and the independent research activities in the PhD programme, based on the required learning outcomes

- have ongoing academic and administrative responsibility for the PhD candidate, and act as the candidate's primary contact
- provide advice on the formulation and delimitation of the topic and research questions
- discuss and evaluate hypotheses and methods
- assist with orientation in academic literature and data sources (library, archives, etc.)
- discuss the structure and execution of the thesis (outline, language, documentation, format of the thesis, etc.)
- remain informed about the candidate's progress and assess it in relation to the planned timeline
- help integrate the candidate into relevant academic communities
- discuss results and their interpretation
- provide guidance on academic dissemination
- provide guidance on research ethics related to the thesis
- adhere to the ethical guidelines for the supervisor–candidate relationship at the University of Bergen

The doctoral candidate must

- be familiar with the content of the PhD programme at the Faculty of Humanities and with the regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen
- together with the supervisor, plan the training component and the independent research, based on the requirements for the intended learning outcomes of the programme
- present drafts of parts of the thesis in accordance with the agreement made with the supervisor and in line with the project description.
- complete the training component in accordance with the progress plan
- adhere to the research ethics principles applicable to the academic field

SECTION 6 CHANGE OF SUPERVISOR

By mutual agreement, the candidate and the supervisor may request that the faculty appoint a new supervisor for the candidate. The supervisor may not resign until a new supervisor has been appointed; see the Regulations for the degree of Philosophiae Doctor (PhD) at the University of Bergen, Section 6-1, and the PhD programme at the Faculty of Humanities, section 3.1.5.

If the candidate or the supervisor finds that the other party is not fulfilling their obligations, the party claiming a breach of obligations is required to raise the matter

with the other party and/or the department/academic unit. The candidate and the supervisor shall jointly seek to resolve the situation that has arisen. Disagreements or conflicts related to supervision should, as far as possible, be resolved within the academic unit, but the faculty shall assist if necessary.

If, after discussion, the parties are unable to reach agreement on how to resolve the situation, the candidate or the supervisor may request to be released from the supervision agreement. Such a request shall be addressed to the faculty but submitted via the department/academic unit. The decision to release the candidate and the supervisor from the supervision agreement is made by the faculty. In connection with such a decision, the faculty shall ensure that the PhD candidate enters into a supervision agreement with a new supervisor. Any external parties shall be informed of matters as outlined in this paragraph.

SECTION 7 DISPUTES

Disputes concerning the academic rights and obligations of the supervisor and the candidate under this agreement may be brought by either party for consideration and decision by the faculty.

If the relevant body issues an individual decision in the matter, the decision may be appealed to the next higher authority.

SECTION 8 CONCLUDING PROVISIONS

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

SECTION 9 SIGNATURE

Date:

Signature, candidate: _____

Date:

Signature, main supervisor: _____

Date:

Signature, co-supervisor 1: _____

Date:

Signature, co-supervisor 2: _____

Date:

Signature, co-supervisor 3: _____

Date:

Signature, dept./academic unit (department head): _____

Date:

Signature, faculty (dean): _____

AMENDMENTS TO THE AGREEMENT, PART B

The following amendments have been added to the agreement:

Date:

Signature, doctoral candidate: _____

Date:

Signature, main supervisor: _____

Date:

Signature, co-supervisor 1: _____

Date:

Signature, co-supervisor 2: _____

Date:

Signature, co-supervisor 3: _____

Date:

Signature, dept./academic unit (department head): _____

Date:

Signature, faculty (dean): _____

The agreement will cease to apply if the candidate's participation in the PhD programme is voluntary or forcibly terminated before the agreed time. In such cases, each party shall seek an orderly winding up of their obligations towards the other parties.

SECTION 3 THE PARTIES' COOPERATION

The parties commit to closely collaborating to contribute to the completion of the PhD programme as mentioned in section 2. The parties are obliged to keep each other informed about all matters of significance for the completion. The parties shall inform each other as early as possible about circumstances that may affect the implementation of the agreement. The parties are obliged to actively cooperate to find solutions to any problems that may arise.

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

The candidate's employer: _____

Financing/employment period (from date – to date): _____

During the agreement period the candidate shall have his/her workplace at:

In addition to salary, operating costs will be allocated for the following purposes:

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UiB, represented by the Faculty of Humanities, and the external party will, if necessary, enter into an agreement on the financing of additional funds for equipment and operations.

SECTION 5 INFRASTRUCTURE

The candidate shall have access to the necessary infrastructure for the completion of the PhD programme, cf. section 7 in part A of the agreement. UiB represented by the Faculty of Humanities, in consultation with the external party, shall determine what constitute the necessary infrastructure and how it will be financed. The institution/academic unit where the candidate has their workplace is responsible for fulfilling the obligations in this area.

SECTION 6 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone will have copyright to the parts that are the result of their independent creative effort. Articles written by multiple authors, where it is not possible to distinguish individual contributions as separate works, will be considered joint works. For such articles, the author will jointly hold the copyright.

The parts of the doctoral thesis to which the candidate alone holds copyright, as well as other academic works resulting from the dissertation work to which the candidate alone holds copyright, may be used free of charge to produce copies for use in the external party's operations. The same shall apply to the presentation of the works to the external party's employees (and possibly students, if the external party is an educational institution) in connection with external party's regular activities. When using the candidate's published thesis in this matter, the candidate shall be credited as required by law and good practice.

If the candidate, during the execution of the dissertation, makes a patentable invention, a written notification of the invention shall be given, without undue delay, to the party with whom the candidate has entered into an employment agreement, in accordance with the Act on the Right to Inventions made by employees, of April 17, 1970, § 5. The other institutional party shall receive a copy for information.

UiB has the right to use research results free of charge for research and educational purposes.

Furthermore, the parties may, in advance or otherwise, agree to transfer the rights to the commercial exploitation of the invention to the external party. Such an agreement shall be archived together with this agreement.

There can be no restrictions on the disclosure and publication of a doctoral thesis, except for a previously agreed postponement of the disclosure/publication date to allow the external party to consider patenting/commercialization. The external party cannot impose conditions that the entire or parts of the doctoral thesis cannot be disclosed or published.

When the thesis is disclosed or published, UiB shall be credited where UiB has provided a necessary and substantial contribution to or basis for the candidate's involvement in the disclosed or published work. The same applies to the external party if they have also provided a necessary and substantial contribution. Normally, both the candidate's employer and the degree-granting institution are considered to

have provided such necessary and substantial contributions. Other institutions/companies may also be considered to have provided such contributions.

SECTION 7 CONCLUDING PROVISIONS

The parties may make changes or additions to this agreement through a written supplementary agreement. Disputes regarding the interpretation of this agreement shall be resolved through negotiations.

SECTION 8 SIGNATURE

Date:

Signature doctoral candidate: _____

Date:

Signature faculty (dean): _____

Date:

Signature external party: _____

AMENDMENTS TO THE AGREEMENT, PART C

The following amendments have been added to the agreement:

Date:

Signature doctoral candidate: _____

Date:

Signature faculty (dean): _____

Date:

Signature external party: _____