



Agreement concerning admission to organized doctoral degree education (PhD)¹
The Agreement consists of parts A, B and C.

Approved by the Board of NTNU on 27 February 2013.

Parts A and B of the Agreement must always be completed and signed by the parties. If there is external funding or if the candidate has a place of work at an external party, Part C of the Agreement is also required. Part C of the Agreement is also to be completed for PhD candidates in the Industrial PhD scheme. When a PhD candidate has funding from the Research Council of Norway, Part C is not to be used. Instead a contract will be issued by the Research Council of Norway.

Any changes during the period covered by the Agreement are to be added to the document, dated and confirmed by the signatures of the parties.

- **Part A** is to be signed by the PhD candidate, the Head of Department and the Dean of the faculty that is responsible for the doctoral programme.
- **Part B** is to be signed by the PhD candidate, the Head of Department and all the appointed supervisors.
- **Part C** is to be signed by the PhD candidate, the Dean and the representative of an external party.

All parties are to have a signed copy of the Agreement. The faculty's copy is to be filed in NTNU's records system.

Part A
General

1. OBJECTIVE

This Agreement applies to candidates who are individually admitted to the organized doctoral degree education that leads to the philosophiae doctor degree (PhD). The objective of the Agreement is to ensure that the doctoral degree education is completed, and also stipulate the rights and obligations of the parties during the education, within the legal framework, the regulations and the decision regarding admission.

2. DECISION REGARDING ADMISSION

The candidate is admitted to the PhD programme in:

Admission date:

_____ (dd.mm.yyyy)

The following Agreement is between:

Candidate: _____

Faculty: _____

Department: _____

1) This English version of the Agreement concerning admission to organized doctoral degree education (PhD), approved by the Board of NTNU on 27 February 2013 may differ from the authoritative version which is in Norwegian. If so, the authoritative version is to be consulted. See http://www.ntnu.no/studier/phd/skjemabank_phd, Avtale ved opptak til ph.d.-studiet.

3. DURATION OF AGREEMENT

The period covered by the Agreement is the same as the period covered by the funding for the candidate's PhD education. The Agreement applies from the start to the end of the funding, cf. point 5.

The Agreement is valid from: _____ to _____
(dd.mm.yyyy) (dd.mm.yyyy)

The period covered by the Agreement is automatically extended for any leave of absence allowed by law, in the National wage agreement or in the collective agreement for those employed by the State. In special circumstances, the Agreement may be terminated before the agreed date, cf. PhD Regulations at NTNU, Section 5.7.

4. PLAN FOR ORGANIZED ACADEMIC TRAINING AND THESIS

During the period covered by the Agreement, the candidate will complete a doctoral degree education which consists of an organized academic training part of at least 30 credits and research work/project. The doctoral degree education will culminate in the completion of an academic thesis with the working title:

5. FUNDING AND EMPLOYMENT DURING THE DOCTORAL DEGREE EDUCATION

The candidate is to be funded by:

Institution/source of funding:	From date	To date
_____	_____	_____
_____	_____	_____
_____	_____	_____

The candidate is employed as: _____

at (name of institution): _____

Conditions of employment and required duties:

Required duties to be carried out at: _____ (place of work)

Required duties as percentage of work time: _____

Short description of required duties:

6. WORKPLACE

The candidate will have his/her workplace at the department/external party:

7. EQUIPMENT

The candidate is to have access to equipment that is necessary for the research project to be completed. The decision about which equipment is considered necessary will be made by the department/faculty.

The necessary equipment includes in particular:

8. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS, RIGHT TO USE RESULTS

8.1 Intellectual property rights to the PhD thesis

If the candidate is the only author of the PhD thesis, then he/she holds the sole intellectual property rights to the work.

If the PhD thesis contains a collection of papers, the candidate holds the sole intellectual property rights to those parts which are the result of his/her independent creative work.

Papers written by more than one person where it is impossible to ascertain the individual contributions will be deemed co-authored. For such papers, the co-authors jointly hold the intellectual property rights to the work.

The parts of the PhD thesis which the candidate holds the sole intellectual property rights to, as well as other academic literature resulting from the thesis work which the candidate alone holds the intellectual property rights to, can be used free of compensation in the University's teaching and research activities. This also applies to making copies (on paper and/or digitally) free of compensation. In the case of such use, the candidate's name will be stated in accordance with legal stipulations and good practice.

8.2 Right to use results from the project

NTNU has a free of compensation right to use and develop results from the work with the PhD thesis in the University's teaching and research activities. This also applies to data that the results are based on unless this conflicts with the regulations or authorization given by the Regional Committee for Medical and Health Research Ethics (REK), the Norwegian Social Science Data Services (NSD), or other institutions.

If the candidate is to work on a research project that is part of a larger project, the IP Rights in that project will apply. This is described below:

8.3 Software

In accordance with Section 39g of the Copyright Act, the intellectual property rights to software that is created by an employee during work on tasks that are part of an employment contract or done in accordance with the employer's instructions are held by the employer (NTNU). The same applies to PhD candidates that are neither employed by NTNU or by an external party.

8.4 Public access and publishing

In accordance with the Act Relating to Universities and University Colleges, Section 1-5(6) the candidate has the right to publish the results of his/her research or academic or artistic work. No restrictions may be placed on the publishing of a doctoral thesis unless there is an agreement concerning delayed publication in accordance with Part C of this Agreement, point 9.3.

8.5 Duty to report patentable inventions

If the PhD candidate is employed by NTNU and during the course of his/her doctoral education makes a patentable invention, the candidate is to notify NTNU c/o TTO² in writing without due delay in accordance with the Act Respecting the Right to Employees' Inventions of 17 April 1970 Section 5. If the invention is the result of joint work with the supervisor, see Part B of this Agreement, point 6.

If the candidate is not employed by NTNU or by other employers, in the same way as with its employees NTNU can demand that the rights to the invention are entirely or partly transferred to NTNU in accordance with the Act Respecting the Right to Employees' Inventions. The candidate has the same duty to notify NTNU about patentable inventions/ results as NTNU employees.

If Part C of this Agreement applies, the regulations in Part C, point 9 take preference.

9. CREDITING PUBLICATIONS

When a thesis is published, NTNU is to be credited if NTNU has given a necessary and substantial contribution or basis for the candidate's contribution to the published work. If the candidate is employed by NTNU during the research work this is deemed a necessary and substantial contribution. For candidates that have completed Part C of this Agreement, reference is made to Part C, point 10. Reference is also made to The Norwegian Association of Higher Education Institutions (UHR)'s recommended guidelines for crediting academic publications to institutions³. Any deviation from the duty to credit the publication must be in conformance with the above-mentioned regulations.

10. OBLIGATION TO PROVIDE INFORMATION AND RESPONSIBILITY TO FOLLOW UP MATTERS DURING THE PHD EDUCATION

The parties in Part A are obliged to provide each other with on-going information concerning all significant matters and the progress of the PhD education. The parties are obliged to actively follow up any matters which could cause the PhD education to be delayed or not carried out satisfactorily, so that the PhD education can be completed as far as possible within the agreed time.

The Agreement is within the scope of the applicable regulations for researcher education. All parties are to have one original document each. The University's original is to be filed at the faculty.

place, date (dd.mm.yyyy)

signature PhD candidate

place, date (dd.mm.yyyy)

signature Head of Department

place, date (dd.mm.yyyy)

signature Dean

2) NTNU Technology Transfer (TTO) is NTNU's operative unit for the commercialization of research results.

3) The Norwegian Association of Higher Education Institutions (UHR) Recommended guidelines for crediting academic publications to institutions.
http://www.uhr.no/documents/Recommended_guidelines_for_crediting_academic_publications_to_institutions.pdf

Amendments and clarifications of the Agreement

The following amendments/clarifications are incorporated into the Agreement:

place, date (dd.mm.yyyy)

signature PhD candidate

place, date (dd.mm.yyyy)

signature Head of Department

place, date (dd.mm.yyyy)

signature Dean

Part B

Agreement concerning academic supervision in the PhD education⁴

This Agreement must be signed by the PhD candidate, the Head of Department all the appointed supervisors.

1. OBJECTIVE

This Agreement concerns the academic follow up of a PhD education and the supervision of a research project with the working title:

This Agreement stipulates the parties' rights and obligations in connection with supervision throughout the period covered by the Agreement, cf. Part A, point 3

2. PARTIES TO THE AGREEMENT

The Agreement is between:

Candidate: _____

Department: _____

Main supervisor: _____

Co-supervisor: _____ Dept./institution: _____

Co-supervisor: _____ Dept./institution: _____

The supervisory resources are distributed as follows:

The faculty can appoint a mentor/mentors. If so, state the name and affiliation here (name/institution):

3. OBLIGATION TO PROVIDE INFORMATION

The candidate and the supervisor(s) undertake to keep one another informed on an on-going basis about all matters of significance for carrying out the supervision. The parties undertake to actively follow up any matters which could lead to supervision not functioning as is agreed in point 5 below.

4. PROGRESS REPORTS

The candidate and the main supervisor are to deliver an annual progress report on the PhD education in accordance with the PhD Regulations, Section 9.

4) This English version of the Agreement concerning admission to organized doctoral degree education (PhD), approved by the Board of NTNU on 27 February 2013 may differ from the authoritative version which is in Norwegian. If so, the authoritative version is to be consulted. See http://www.ntnu.no/studier/phd/skjemabank_phd, Avtale ved opptak til ph.d.-studiet

5. OBLIGATIONS OF THE SUPERVISOR AND THE CANDIDATE IN CONNECTION WITH SUPERVISION

The **supervisor** must:

- offer advice about formulating and limiting areas for study and research
- discuss and assess hypotheses and methods
- discuss results and their interpretation
- discuss the structure and mode of presentation (outline, linguistic form, documentation, etc.)
- provide assistance in finding specialist literature and data sources (libraries, archives, etc.)
- help to introduce the candidate to relevant academic groups and bodies
- provide the candidate with guidance in ethical principles for research in connection with the thesis

The **PhD candidate** must:

- actively seek advice from the supervisor(s) on academic matters in connection with the research work or work on the thesis
- submit drafts of parts of the thesis to the supervisor(s). Parts of the thesis may be presented in connection with seminars
- comply with ethical research principles in force in his/her disciplinary field

6. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

If the candidate is the only author of the PhD thesis, then he/she holds the sole intellectual property rights to the work.

If the PhD thesis contains a collection of papers, the candidate holds the sole intellectual property rights to those parts which are the result of his/her independent creative work.

Papers written by more than one author where it is impossible to ascertain the individual contributions will be deemed co-authored. For such work, the co-authors jointly hold the intellectual property rights to the work.

If the candidate is employed by NTNU and during the course of his/her doctoral education makes a patentable invention, the candidate is to notify NTNU c/o TTO⁵ in writing without due delay in accordance with the Act Respecting the Right to Employees' Inventions of 17 April 1970 Section 5. If the invention is the result of joint work with supervisor(s) who are employed by NTNU, both the candidate and the supervisor(s) are obliged to notify NTNU in writing without due delay. The candidate and the supervisor(s) are to make a joint decision about their respective shares in the patentable invention.

7. TERMINATION OF SUPERVISION

The PhD candidate and the supervisor may by mutual agreement request the faculty to select a new supervisor for the candidate. The supervisor is not at liberty to terminate his/her supervision until a new supervisor has been appointed.

If the PhD candidate or the supervisor feels that the other party is not fulfilling his/her obligations in accordance with points 3 and 5 of this Agreement, the party which feels that the obligations are not being met is to raise the issue with the other party. The PhD candidate and the supervisor must work together to try and find a solution.

If a PhD candidate or the supervisor feels that the other party is not fulfilling his/her obligations in accordance with points 3 and 5 of this Agreement and these parties are unable to reach agreement as to how to resolve the situation, the candidate or the supervisor may request to be released from their obligations under the supervision agreement. Any such request to be released from obligations under the supervision agreement is to be addressed to the faculty, but is to be sent via the department.

A copy of this request must be sent to the other party by the party making the request.

The decision about whether or not to release the PhD candidate or the supervisor from the supervision agreement is to be taken by the faculty. The faculty must ensure that the PhD candidate signs a new supervision agreement with a new supervisor.

5) NTNU Technology Transfer (TTO) is NTNU's operative unit for the commercialization of research results.

8. DISPUTES

Any disputes concerning the candidate's or the supervisor's rights and obligations under this Agreement may be submitted by the parties to the faculty that must assess the issue and reach a decision.

This Agreement (Part B) is within the scope of the applicable regulations for researcher education, including the PhD Regulations at NTNU. The research ethics guidelines passed by the national committees for research ethics are to be normative. All parties are to have one original document each. The University's original is to be filed at the faculty.

----- <i>place, date (dd.mm.yyyy)</i>	----- signature PhD candidate
----- <i>place, date (dd.mm.yyyy)</i>	----- signature main supervisor
----- <i>place, date (dd.mm.yyyy)</i>	----- signature co-supervisor
----- <i>place, date (dd.mm.yyyy)</i>	----- signature co-supervisor
----- <i>place, date (dd.mm.yyyy)</i>	----- signature Head of Department

Amendments and clarifications of the Agreement

The following amendments/clarifications are incorporated into the Agreement:

----- <i>place, date (dd.mm.yyyy)</i>	----- signature PhD candidate
----- <i>place, date (dd.mm.yyyy)</i>	----- signature main supervisor
----- <i>place, date (dd.mm.yyyy)</i>	----- signature co-supervisor
----- <i>place, date (dd.mm.yyyy)</i>	----- signature co-supervisor
----- <i>place, date (dd.mm.yyyy)</i>	----- signature Head of Department

Part C

Agreement between an external party, the Norwegian University of Science and Technology (NTNU) and the PhD candidate concerning the doctoral degree education (PhD)⁶

Part C of the Agreement is to be signed by all parties involved.

Part C is **not** to be used when there is funding from the Research Council of Norway. Instead a contract will be issued by the Research Council of Norway. If the candidate also has funding from an external party or has his/her workplace at an external party, Part C of the Agreement is to be made with that external party. The Research Council of Norway stipulates that candidates in their Industrial PhD scheme are obliged to make a separate agreement with the external party. Part C of this Agreement is to be used. In addition point 8 must be completed.

If cooperation involves two external parties (one party providing funding and the other providing a workplace), separate agreements are to be made with each party.

1. PARTIES TO THE AGREEMENT

This Agreement is between:

NTNU by the Faculty (hereafter **The Faculty**):

External institution (hereafter **External Party**):

PhD candidate:

It is assumed that the **External Party** is familiar with Part A and Part B of the Agreement.

2. OBJECTIVE AND DURATION OF AGREEMENT

The objective of this Agreement is to ensure that the PhD candidate has satisfactory working conditions for the completion of the PhD education and thesis work. The Agreement defines the parties' respective rights and obligations during the period covered by the Agreement.

The PhD candidate's project has the working title:

This Agreement is of the same duration as the agreement between the PhD candidate and the University (cf. Part A, point 3).

If the PhD candidate terminates his/her organized doctoral degree education on a voluntary basis or there is enforced termination before the agreed date of completion, each of the parties must seek an orderly means of discontinuing their obligations in relation to the other parties.

3. COOPERATION BETWEEN THE PARTIES

The parties agree to cooperate closely and assist in the completion of the doctoral degree education as specified in point 2. All parties are obliged to keep each other informed about any conditions that may be of significance to the completion of the education. Any conditions related to the party's obligations, as stated in point 4, which could affect the completion of the Agreement or the stated rights and obligations, must be brought to the attention of the other parties as quickly as possible.

If other parties to this Agreement have been notified about information and conditions mentioned in the above paragraph, all parties are obliged to actively cooperate to find a solution to the problem.

⁶) This English version of the Agreement concerning admission to organized doctoral degree education (PhD), approved by the Board of NTNU on 27 February 2013 may differ from the authoritative version which is in Norwegian. If so, the authoritative version is to be consulted. See http://www.ntnu.no/studier/phd/skjemabank_phd. Avtale ved opptak til ph.d.-studiet.

6. RESIDENCY REQUIREMENT

The PhD candidate must reside at NTNU for at least one year of his/her PhD education cf. Section 5.3 of the PhD Regulations and any supplementary provisions made by the Faculty.

The residency requirement is to be met as follows:

7. ADDITIONAL REGULATIONS (do not complete this if these matters have been decided in another context)

The PhD candidate is to be paid as follows:

Starting salary - salary scale: _____

Currently amounts to gross monthly NOK: _____

The salary is to follow the normal salary progression for PhD candidates.

The salary is to be paid as follows:

Bank account no.: _____

Payment dates: Monthly Quarterly

8. SUPPLEMENT FOR CANDIDATES IN THE INDUSTRIAL PHD SCHEME

In the Industrial PhD scheme candidates are obliged to have a supervisor in the External Party.

The supervisor in the External Party is:

Name: _____

Position: _____

The supervisors at NTNU are:

Main supervisor: _____

Co-supervisor: _____

Co-supervisor: _____

During the period of doctoral education the candidate is to reside at the **University** and the **External Party** for at least one year at each of the institutions. This does not have to be continuous and the residency time is to be allocated in accordance with what is most appropriate for the doctoral education.

Organization of the candidate's residency:

Year 1 _____

Year 2 _____

Year 3 _____

Year 4 _____

9. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

9.1 Intellectual property rights to the PhD thesis

If the candidate is the only author of the PhD thesis, then he/she holds the sole intellectual property rights to the work.

If the PhD thesis contains a collection of papers, the candidate holds the sole intellectual property rights to those parts which are the result of his/her independent creative work.

Papers written by more than one author where it is impossible to ascertain the individual contributions will be deemed co-authored. For such work, the co-authors jointly hold the intellectual property rights to the work.

The parts of the PhD thesis which the candidate holds the sole intellectual property rights to, as well as other academic literature resulting from the thesis work which the candidate alone holds the intellectual property rights to can be used free of compensation for making copies (on paper and/or digitally) and used in activities in the External Party. The same applies to giving presentations of these works for employees in the External Party (or even students if the External Party is an educational institution) in the course of normal activities in the External Party. In such use of the candidate's published thesis, the candidate is to be named in accordance with legal stipulations and good practice.

In accordance with the agreement with the candidate the University has a free of compensation right to use the PhD thesis and the results from the research project in the University's teaching and research activities, cf. Part A, point 8

9.2 Right to use results from the project

The parties are to make an agreement concerning ownership and the right to use the results from the research project. This is to be in accordance with IP policy of NTNU⁹. NTNU is always to have the right to use and develop the results in the University's teaching and research activities.

9.3 Public access and publishing

No restrictions may be placed on a PhD thesis being made publicly available and published, with the exception of a previously arranged delay in the date of public access/publication so that the **External Party** can decide patenting/commercialization. The **External Party** may not require that all or part of a PhD thesis be withheld from public access/publication.

9.4 Duty to report patentable inventions

If during the course of his/her doctoral education the PhD candidate makes a patentable invention, the candidate is to notify in writing without due delay the party that he/she has a contract of employment with, in accordance with the Act Respecting the Right to Employees' Inventions of 17 April 1970 Section 5. The other institutional party is to have a copy of this for information purposes.

10. CREDITING PUBLICATIONS

When a thesis is published, NTNU is to be credited if NTNU has provided a necessary and substantial contribution or the basis for the candidate's contribution to the published work. The same applies to the External Party if it has provided a necessary and substantial contribution. Normally the candidate's employer and the institution awarding the degree will be considered to have made a necessary and substantial contribution. Reference is also made to The Norwegian Association of Higher Education Institutions (UHR)'s recommended guidelines for crediting academic publications to institutions¹⁰. Any deviation from the duty to credit the publication must be in conformance with the above-mentioned regulations.

9) Policy for the protection and management of intellectual property rights (IPR) and physical material at the Norwegian University of Science and Technology (NTNU), Approved by the Board of NTNU on 9 June 2010 (S-sak 36/10).

<https://innsida.ntnu.no/wiki/-/wiki/Norsk/Intellektuelle+rettigheter>

10) The Norwegian Association of Higher Education Institutions (UHR) Recommended guidelines for crediting academic publications to institutions.

http://www.uhr.no/documents/Recommended_guidelines_for_crediting_academic_publications_to_institutions.pdf

11. RELATIONSHIP TO OTHER AGREEMENTS

If there is a framework agreement between NTNU and the External Party, the framework agreement (framework agreement, project-related cooperation, consortium agreement) is to be made known to the candidate and attached to this Agreement. If there is any conflict between what is in the framework agreement and this Agreement, the framework agreement is to take precedence.

12. FINAL PROVISIONS

The parties may, by a written supplementary agreement make amendments or clarifications to this Agreement.

Any dispute concerning the interpretation of this Agreement is to be resolved by negotiations.

All parties are to have one original document each. The University's original is to be filed at the faculty.

place, date (dd.mm.yyyy)

signature NTNU, Dean

place, date (dd.mm.yyyy)

signature External Party

place, date (dd.mm.yyyy)

signature PhD candidate

Amendments and clarifications of the Agreement

The following amendments/clarifications are incorporated into the Agreement:

place, date (dd.mm.yyyy)

signature NTNU, Dean

place, date (dd.mm.yyyy)

signature External Party

place, date (dd.mm.yyyy)

signature PhD candidate