# AGREEMENT ON ADMISSION TO THE PHD PROGRAMME AT

# THE UNIVERSITY OF STAVANGER (UiS)

## INTRODUCTION

The admission agreement template is an adapted version of the admission agreement drafted by the Norwegian Association of Higher Education Institutions (UHR) and has been approved by the Research Committee at the University of Stavanger, 29th May 2017.

The agreement consists of three parts:

**Part A. General part.** This part is to be completed for all candidates admitted to a PhD programme. The parties to the agreement in Part A are the doctoral candidate and the University of Stavanger, specifically the faculty and the department/unit with which the candidate is affiliated.

**Part B. Agreement on academic supervision in PhD programmes.** This part is to be completed for all candidates admitted to a PhD programme. The parties to the agreement in Part B are the doctoral candidate, his or her supervisor and the relevant unit/department. Part B of this agreement is required for all candidate-supervisor relationships.

**Part C. Agreement between an external party and the University of Stavanger on the candidate’s execution of the PhD training programme.** Part C is to be completed for candidates with external employer and funding and/or an external workplace. This part of the agreement may also be used for candidates who are employed at a department/faculty/centre at the institution other than the one with which the candidate is affiliated in Part A of the agreement. For candidates participating in the Industrial PhD or the Public Sector PhD scheme the Research Council of Norway requires a separate cooperation agreement. The agreement in Part C is regarded to meet this requirement, cf. the guidelines from the Research Council of Norway.

If the candidate is affiliated with two or more institution, an agreement must be signed with each of the external parties.

## PART A: GENERAL PART

#### SECTION 1 THE ADMISSION DECISION/PARTIES TO THE AGREEMENT

This agreement is entered into between the doctoral candidate, hereafter referred to as “the candidate”, and the University of Stavanger, hereafter referred to as “UiS”, by the relevant faculty and department/centre:

(candidate)

has on (date) been admitted to the PhD programme in

at (faculty)

(department/centre)

#### SECTION 2 PURPOSE

This part A of the agreement applies to all doctoral candidates admitted to a PhD training programme through ordinary admission procedures. The purpose of this agreement is to ensure completion of the PhD training programme by the candidate and to regulate the rights and obligations of the parties within the framework of the relevant laws and regulations and the specifics of the individual admission decision.

#### SECTION 3 DURATION OF THE AGREEMENT

This agreement is valid from and including (start of funding)

up to and including (end of funding)

The agreement period will be extended correspondingly for all leaves granted on the basis of Norwegian law, the current Basic Collective Agreement or the Basic Agreement for the Civil Service.

Under certain circumstances, this agreement may be terminated prior to the specified date of conclusion, see the Regulations for the doctor of philosophy (PhD) at the University of Stavanger, section 5-6.

#### SECTION 4 REQUIRED COURSEWORK AND DOCTORAL THESIS

During the agreement period, the candidate is to complete a PhD training programme consisting of required coursework and a research project. The programme as a whole will culminate in the completion of a doctoral thesis with the following working title:

The basis of the PhD training programme consists of the formal admission decision, the requirements stated in or formulated in accordance with UiS’ regulations for the PhD degree, an approved project description and a plan for the required coursework.

Changes or additions to the candidate’s project description or plan for the required coursework are permitted, as long as these are not so substantial that the agreement no longer presents an accurate picture of the relationship between the parties, the funding situation, the content and progress of the research project, or other critical factors. If this is the case, the institution may demand that the agreement be terminated or replaced by a new agreement. Other, minor changes may be made without any amendment to this agreement. Minor changes must be documented in writing and stored in such a way that their connection with this agreement is clear and unambiguous.

The changes described in the paragraph above must be submitted to the Doctoral Committee at the relevant faculty for approval.

#### SECTION 5 ACADEMIC SUPERVISION

The doctoral candidate has the right and obligation to receive academic supervision during the agreement period. A supervision agreement is to be signed between the candidate, the supervisors and the department/centre. The supervision agreement is included in this agreement as Part B.

Any amendments to the supervision agreement must be according to the agreement in Part B.

#### SECTION 6 EMPLOYMENT AND FUNDING

The PhD programme will be carried out with the following funding and employment arrangements:

#### Employment and workplace:

During the agreement period, the candidate will be employed at:

During the agreement period, the doctoral candidate will have his or her workplace at (name of institution or enterprise, or department/centre if relevant):

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**Appointment to a doctoral research fellowship position and terms of employment (to be**

**completed for candidates employed in this type of position during the agreement period):**

The candidate is employed as a doctoral research fellow at the University of Stavanger:

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#### Funding:

The doctoral candidate is funded by (institution/funding source): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the period stated in Section 3 above.

Conditions on the funding, if any:

(If the conditions are stated in Part C of the agreement or in a separate document, please refer to this. If necessary, please attach the relevant document.)

#### Terms of employment for those employed with a work requirement:

The work requirement will be carried out at: (workplace)

The work requirement comprises the following percentage of the total work time: % Other terms of employment (e.g. residence requirement):

For doctoral candidates formally employed in PhD positions at UiS, a separate agreement regulating the employment relationship must be signed. The Regulations concerning terms and condition of employment for the posts of *postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral candidate), *vitenskapelig assistant* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on 31 January 2006, as well as the general provisions of the Civil Service Act with appurtenant regulations, also apply.

#### SECTION 7 INFRASTRUCTURE

The infrastructure needed to implement the PhD training programme must be placed at the disposal of the candidate. It is UiS’ responsibility to decide what infrastructure is necessary for implementing the project.

#### SECTION 8 COPYRIGHTS AND PATENT RIGHTS

**Section 8.1 Copyright to the doctoral thesis**

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis.

In cases where more than one author writes an article or any other manuscript and it is not possible to identify the individual’s contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

The university may make copies at no charge of those parts of the doctoral thesis to which the candidate alone holds a copyright, as well as of other manuscripts resulting from the work involved in the thesis and to which the candidate alone holds a copyright, for use in its own teaching and research activities. In the event of such use, the candidate must be notified well in advance. The candidate must be credited on each copy produced in accordance with legislation and best practice.

**Section 8.2 Rights to the results of the project/work with the dissertation**

If the candidate is employed at the university and produces a patentable invention in connection with the doctoral thesis, written notification of the invention must be given to the Technology Transfer Office (TTO) at UiSwithout undue delay pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees’ inventions. In accordance with Section 4, cf. Section 6, first and second paragraphs of this same Act, the university may demand that the right to the invention be transferred from the candidate to the institution. If the invention results from cooperation with the supervisor, the candidate and the supervisor must identify their respective shares in the patentable invention.

**Section 8.3 Disclosure and publication**

Nonetheless, a candidate employed by UiS has the right to publish the invention on the conditions stated in Section 6, paragraph three, of the Act respecting the right to employees’ inventions.

The right to publish in accordance with the previous paragraph can only be exercised by the candidate if the co-inventor(s), including supervisor, if the invention is the result of a cooperative effort, expressly consents, and provided that any third party’s rights do not prevent publication.

Furthermore no restrictions may be set on public access to or publication of a doctoral thesis, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents; cf. Section 7, Part C.

**Section 8.4 Crediting the university**

When a doctoral thesis is made publicly accessible or is published, the university is normally credited if the university has made a necessary and substantial contribution or laid a foundation so that the author could produce the published manuscript. If the candidate has been employed at the university while conducting the research activity, this is regarded as a necessary and substantial contribution. Candidates who are employed by, and/or have an appointed supervisor(s) at, more than one institution or enterprise are subject to the provisions in Part C, Section 7, last paragraph. See also UHR’s Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the duty to credit as stated in this paragraph must comply with the Recommended Guidelines for Crediting Academic Publications to Institutions.

#### SECTION 9 RESEARCH ETHICS

During the PhD training programme, the candidate must act with due care to ensure that the research complies with the guidelines for research ethics of his or her discipline, including possible further norms for good research behaviour.

**SECTION 10 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS**

During the PhD training programme, the candidate must submit a written report regarding his or her progress on an annual basis or at intervals set by the rules of the institution.

The parties of the agreement in Part A have a duty to keep each other informed about all factors of significance for completion of the PhD training programme. The parties must actively deal with any circumstances that could cause delay or prevent the candidate from completing the programme.

#### SECTION 11 TERMINATION PRIOR TO EXPIRY OF THE AGREEMENT PERIOD

**Voluntary termination**

The candidate and institution may agree mutually that the candidate’s participation in the doctoral programme is terminated prior to expiry of the agreement period. In the event of such termination, all questions regarding the terms and conditions of employment, funding, rights to the use of the research results, etc. must be settled in a termination agreement, cf. Regulations for the doctor of philosophy (PhD) at the University of Stavanger, section 5-5.

#### Forced termination

UiS may decide to terminate a candidate’s participation in the doctoral programme to which the candidate is admitted prior to expiry of the agreement period in cases covered by the Regulations for the doctor of philosophy (PhD) at the University of Stavanger, sections 5-6 to 5-8.

**Dismissal**

A candidate employed as a doctoral research fellow at the institution may be dismissed from his or her position when there are proper grounds for doing so; cf. Sections 9 and 10 of the Civil Servants Act or Section 15 of this same Act regarding summary dismissal.

#### SECTION 12 CONCLUDING PROVISIONS

This agreement is subject to the current rules for doctoral education. Each party, as stated in Part A, has received one original of the agreement. Amendments to the agreement must be documented and stored in accordance with Section 4.

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Candidate (signature)

Head of Department/centre director (signature)

University of Stavanger

at (faculty)

## PART B: AGREEMENT ON ACADEMIC SUPERVISION

**This agreement is to be signed by the candidate, head of department/centre and all the supervisors.**

#### SECTION 1 PARTIES TO THE AGREEMENT

The parties to this agreement are the candidate, the supervisor(s) and the department/centre.

The main supervisor during the agreement period is:

(name)

(from unit/institution) The co-supervisors during the agreement period are:

(name)

(from unit/institution) Any other co-supervisors and/or mentors:

#### SECTION 2 PURPOSE

This part B of the agreement applies to supervision of the doctoral project with the working title:

and academic follow-up of the PhD programme (cf. Part A, Section 4). This agreement specifies the rights and obligations of the parties involved in academic supervision during the agreement period.

#### SECTION 3 BASIS FOR THE PHD PROGRAMME

The project description and the plan for the required coursework serve as the basis for academic supervision; cf. Part A, Section 4.

#### SECTION 4 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS

The candidate and the main supervisor have a duty to keep each other informed about all factors of significance for supervision. The parties must actively deal with any circumstances that could prevent the performance of supervision as agreed in Section 5 below.

The candidate and the main supervisor must submit annual individual progress reports as described in the Regulations for the doctor of philosophy (PhD) at the University of Stavanger, section 10-1.

#### SECTION 5 OBLIGATIONS WITH RESPECT TO SUPERVISION

The **academic supervisor** is to:

* give advice on formulating and delimiting topics and research questions;
* discuss and assess hypotheses and methods;
* discuss various aspects of the written presentation (structure, language, referencing, documentation, etc);
* discuss results and their interpretation;
* stay informed as regards the candidate’s progress and evaluate that progress relative to the plan for completion;
* assist the introduction of the candidate into relevant research environments; including to facilitate a stay abroad during the doctoral training period;
* assist the candidate to become acquainted with the literature and relevant data (library, archives, etc);
* provide the candidate guidance on scientific dissemination;
* provide the candidate guidance in research ethical matters related to the thesis.

The **candidate** is to:

* provide drafts of parts of the doctoral thesis to the supervisor on a regular basis and in accordance with the project description. Parts of the thesis may be presented in relevant seminars;
* complete the required coursework in accordance with the progress plan;
* comply with the research ethical principles and guidelines that pertain to his or her area of research.

#### SECTION 6 COPYRIGHTS AND PATENT RIGHTS

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the doctoral thesis.

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone will hold a copyright to those parts that are the result of the candidate’s independent, creative work.

In cases where more than one author writes an article or any other manuscript and it is not possible to identify the individual’s contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

If the candidate is an employee at UiS and produces a patentable invention in connection with the doctoral thesis, written notification of the invention must be given to the TTO at UiS without undue delay pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees’ inventions. If the invention results from cooperation with the supervisor(s) employed by the university, the candidate and the supervisor must in concordance submit written notification of the intervention to the TTO at UiS, without undue delay. The candidate and the supervisor(s) must identify their respective shares in the patentable invention.

Nonetheless, a candidate who is employed by UiS has the right to publish the invention on the conditions stated in Section 6, paragraph three, of the Act respecting the right to employees’ inventions.

The right to publish in accordance with the previous paragraph can only be exercised by the candidate if the co-inventor(s), including supervisor, if the invention is the result of a cooperative effort, expressly consents, and provided that third party’s rights do not prevent publication. Regarding crediting of institutions/enterprises when results are made publicly accessible or are published, see Part A, Section 9.

#### SECTION 7 CHANGE OF SUPERVISORS

The candidate and the supervisor may agree to ask the faculty, by way of the head of department, to appoint a new supervisor for the candidate. The supervisor may not be released from this agreement until a new supervisor is appointed.

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

If the two parties are unable to arrive at a resolution to the situation, the candidate or the supervisor may ask to be released from the agreement. A request to be released from the supervision agreement must be addressed to the faculty, but be sent via the department/centre. The party that raises the issue must send a copy of the request to the other party.

The dean of the relevant faculty is responsible of making the decision to release the candidate and the supervisor from the agreement.

In connection with a decision of this type, the faculty must ensure that the candidate enters into a supervision agreement with a new supervisor. Any external parties, cf. Part C, must be notified of circumstances as described in this section.

#### SECTION 8 DISPUTES

Disputes regarding the academic rights and obligations of the supervisor and the candidate in accordance with this agreement may be brought by either party to the relevant body at the institution.

In this agreement, that relevant body is:

If the relevant body takes a decision on the matter, the decision may be appealed to the next superior body at UiS.

#### SECTION 9 CONCLUDING PROVISIONS

This agreement, Part B, is subject to current rules and regulations for doctoral education, including the institution’s regulations for PhD training programme. The originals of this agreement are to be archived.

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Candidate (signature)

Main supervisor (signature)

Head of department/Centre director (signature)

Co-supervisor (signature)

Other co-supervisor(s) (signature)

#### AMENDMENTS AND SPECIFICATIONS TO THE AGREEMENT

The following amendments and specifications are included in the agreement:

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of , 20

Candidate (signature)

Main supervisor (signature)

Unit/department (signature)

Co-supervisor (signature)

Other co-supervisors (signature)

## PART C: AGREEMENT WITH AN EXTERNAL PARTY

#### SECTION 1 PARTIES TO THE AGREEMENT

A separate agreement has been signed with each of the external parties; cf. below. The university is a party to each of these agreements.

This agreement is entered into between the University of Stavanger (hereinafter referred to as “the university”) and the following parties:

(hereafter referred to as “the candidate”) and

(hereafter referred to as “the external party”)

The external party is familiar with Part A and Part B of this agreement.

#### SECTION 2 PURPOSE AND DURATON OF THE AGREEMENT

The purpose of this agreement is to ensure that the candidate is provided with satisfactory working conditions for completion of the PhD programme. The agreement sets out the rights and obligations of the parties during the agreement period.

The working title of the candidate’s project is:

The basis for the PhD programme and the doctoral thesis is described in Part A: Section 4: Required coursework and doctoral thesis.

This agreement has the same duration as the agreement between the candidate and the university, cf. Part A, Section 3.

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, all parties must strive to achieve an orderly discharge of all obligations to the other parties.

#### SECTION 3 COOPERATION BETWEEN THE PARTIES

The parties are obliged to cooperate closely on the completion of the PhD programme as specified in Section 2. The parties must keep each other informed as regards any and all factors relevant to the completion of the programme. 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 are obliged to cooperate to find a solution to any problems that may rise.

#### SECTION 4 RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN THE CANDIDATE IS EMPLOYED AT THE UNIVERSITY

The candidate is **employed** at the University of Stavanger,

at salary grade which is currently set at NOK (gross) per year/month during the agreement period, i.e. for the period from and including up to and including

During the agreement period, the candidate will have his or her **place of work** at:

(department/centre, faculty)

In addition to the salary stated above, operational costs will be provided for the following purpose:

The total costs are estimated to be NOK funded/made available

by

(university, external party)

The external party will disburse this amount in monthly/quarterly/biannual payments to account no.

The university and the external party may, if necessary, enter into an agreement on providing additional funding for equipment and operations. An additional agreement of this type must be archived together with this agreement (Part C). The candidate’s employment is regulated by the Civil Service Act with appurtenant provisions, the Regulations 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) approved by the Ministry of Education and Research on 31 January 2006, and the supplementary provisions that apply at any given point in time. When a doctoral candidate is appointed to a research fellowship position, a separate agreement regulating the employment relationship must be signed.

**SECTION 5 RIGHT AND OBLIGATIONS OF THE PARTIES WHEN THE DOCTORAL CANDIDATE IS EMPLOYED BY AN EXTERNAL PARTY**

The candidate is employed at:

At salary grade/salary placement , which is currently set at NOK (gross)

per year/month during the agreement period, i.e. for the period from and

including up to and including

In addition to the salary stated above, operational costs will be provided for the following purpose:

The total costs are estimated to be NOK ,

which will be funded/made available by

The university and the external party may, if necessary, enter into an agreement on providing additional funding for equipment and operations. An additional agreement of this type must be archived together with this agreement.

For external PhD candidates, expenses in connection with a research stay abroad (up to three months) will be covered by the candidate’s employer, in line with the rates stipulated by the Research Council of Norway (NFR).

#### SECTION 6 INFRASTRUCTURE

The infrastructure needed to implement the PhD programme must be placed at the disposal of the doctoral candidate; cf. Part A, Section 7. It is the responsibility of the university, in consultation with the external party, to decide what infrastructure is necessary for implementing the project. The institution or unit at which the candidate has his or her place of work is responsible for ensuring that obligations in this regard are fulfilled.

#### SECTION 7 COPYRIGHTS AND PATENT RIGHTS

**Section 7.1 Copyright to the thesis**

If the candidate is the sole author of the doctoral thesis, he or she alone holds the copyright to the thesis.

If the doctoral thesis consists of a collection of articles and a summary, the candidate alone holds the copyright to those parts of the thesis resulting from his or her independent, creative effort. In cases when an article or other manuscript is written by more than one author and it is not possible to identify the individual’s contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

The external party may make copies at no charge of those parts of the doctoral thesis to which the candidate alone holds a copyright, as well as of other scholarly manuscripts resulting from the work involved in the thesis and to which the candidate alone holds a copyright, for use in its own activities. The same applies to presentations of the project to employees of the external party (and any students, if the external party is a teaching institution) in connection with the external party’s ordinary activities. In the event of such use of the doctoral thesis, the candidate must be credited on each copy produced in accordance with legislation and best practice.

**Section 7.2 Rights on the results of the project/work with the dissertation**

If the candidate makes a patentable invention in connection with the doctoral thesis, written notification of the invention must be given without undue delay to the party with which the candidate has signed an employment agreement, pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees’ inventions. A copy of the notification must be provided to the other institutional party for informational purposes.

The university has the right to use the invention at no charge in its research and teaching activities, regardless of which of the parties the candidate is employed.

**Section 7.3 Disclosure and publication**

No restrictions may be set on public access to or publication of a doctoral thesis, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents or commercial use. The external party may not set conditions which prevent all or parts of the doctoral thesis from being made publicly accessible or from being published.

**Section 7.4 Crediting the university**

In the event that the doctoral thesis is made publicly accessible or is published, the university must be credited if the institution has made a necessary and substantial contribution to the publicly accessible or published manuscript. Both the candidate’s employer and the degree-conferring institution will normally be regarded as having made such a necessary and substantial contribution. Other institutions or enterprises may also be considered to have made such a contribution. See UHR’s Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the duty to credit as stated in this paragraph must comply with the Recommended Guidelines for Crediting Academic Publications to Institutions.

#### SECTION 8 RESIDENCY

#### The candidate normally has an obligation to be in residence at the University of Stavanger for a minimum period of one year, cf. the Regulations for the doctor of philosophy (PhD) at the University of Stavanger section 5.1, last paragraph. The candidate is also obliged to be in residence at the external party for a minimum period of one year. The residency at either UiS or the external party is to be organised according to what is most functional for the project.

#### The parties have agreed to fulfill the residency as follows: (description of the residence at UiS and external party)

#### SECTION 9 CONCLUDING PROVISIONS

The parties may make amendments or additions to this agreement in a written supplementary agreement. A resolution to any disputes regarding the interpretation of this agreement is to be sought through negotiations.

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For the university

The candidate (signature)

For the external party (signature)

#### AMENDMENTS AND SPECIFICATIONS TO THE AGREEMENT

The following amendments/specifications are included in the agreement:

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For the university (signature)

The candidate (signature)

For the external party (signature)