

Agreement

on Execution of Bachelor's or Master's Thesis in Collaboration with an External Organisation

This agreement (the Agreement) regulates the rights and obligations related to bachelor's and master's theses (the Thesis) at the University of Stavanger (UiS) carried out in collaboration with an external organisation (the Organisation).

Definitions

- **Right of Use** means that the party with control over Project Background or Project Results grants others the right to use them. For example, a student may grant UiS and the Organisation the licence to use the Project Results in specific ways or contexts.
- **Copyright** is the right of the creator of an intellectual work to reproduce and make it available to the public. An intellectual work may be literary, scientific, or artistic. A Thesis is considered an intellectual work.
- **Project** refers to the activities the student performs in connection with the Thesis and covered by the Agreement.
- **Project Background** is information or resources owned by the parties prior to the Project, which will be used in the Project. Project Background must be listed in an appendix hereto.
- **Project Results** are the outcomes created or achieved during the Project, including intellectual property, regardless of legal protection. The Thesis is a Project Result.
- **Delayed Publication** means the Thesis will not be publicly available until a certain time has passed, e.g., after two years. During this time, only the supervisor, examiners, and the Organisation will have access.

1. Parties to the Agreement

UiS Name of academic responsible person:
Supervisor Name, e-mail and phone number:
External Organisation Name, e-mail and phonenumber of contact person:
Student(s) Name, date(s) of birth:

2. Execution of the Project

The student shall complete (check):

Master's thesis	
Bachelor's thesis	

Start date:	
End date:	

Title or working title of the Thesis:

3. Rights and Obligations

3.1 Student's Rights and Obligations

The Student holds the copyright to the Thesis, cf. Norwegian Copyright Act §2. Project Results created solely by the Student are owned by the Student, subject to any limitations described in this Agreement.

The Student may publish the results unless restricted by this Agreement. When publishing the results, the Student must acknowledge the involvement of UiS and the Organisation.

The Student retains moral rights (e.g. right to attribution and protection against distortion or misuse) for content the Student has created.

3.2 Organisation's Rights

If the Project Results are based on or further develop the Organisation's Project Background, the Background remains the property of the Organisation.

a) Main Rule (check)

	The Organisations is granted a non-exclusive right to use of the project results
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b) Exception (check)

	The Organisations is granted ownership of the project results
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If ownership is transferred, state the reason for the transfer from the Student to the Organisation:

3.3 Organisation's Obligations

The Organisation shall provide a contact person with sufficient academic or professional competence to guide the Student in collaboration with the Supervisor. The contact person is identified in Section 1.

The Project is carried out as part of the Student's academic programme. Costs associated with the Project shall be covered by the Organisation, where agreed.

Examples of relevant expenses include travel, materials for prototypes, purchase of samples, lab testing, and chemicals. The Student must obtain prior approval from the Organisation for reimbursement.

The following expenses shall be covered by the organisation:

Any expenses not listed above shall be considered and approved at the Organisation's discretion during the Project.

3.4 UiS's Rights

The submitted files of the Thesis and its appendices necessary for examination and archiving at UiS shall belong to UiS.

UiS is granted a royalty-free right to use the Project Results and may utilise them for teaching and research purposes, subject to any limitations in Section 4.

Each copy of the Thesis shall include the Student's name in accordance with good academic practice. UiS should also acknowledge the Organisation's involvement where appropriate.

4. Delayed Publication of the Thesis

As a general rule, student theses are public. At the justified request of the Organisation, UiS may delay publication for up to two years, and at most five years.

If the need for delayed publication arises during the Project, the request must be submitted to the Faculty's Study Coordinator no later than 14 days before the Thesis submission

deadline. The request must demonstrate a significant potential for harm if the Thesis is published.

The Thesis is requested to be exempt from public disclosure for (if applicable):

Number of years (from date to date):

The request for delayed publication is justified based on the following reasons:
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During the Project, the parties shall continuously evaluate the need for delayed publication. If, after signing the Agreement, the parties agree that delayed publication is no longer necessary, this must be changed by written agreement between the parties, and a change notice must be sent to: eksamen@uis.no.

In case of delayed publication of the Thesis, the Student, UiS, and any external supervisor are bound by a duty of confidentiality concerning the parts of the Thesis that are restricted from public disclosure. This confidentiality obligation applies for the duration of the specified delayed publication period.

The duty of confidentiality does not apply to information that:

- a) was already publicly available at the time it was received
- b) was already known to UiS or the Student upon receipt
- c) was lawfully received from a third party without a confidentiality agreement
- d) was developed independently by UiS without reference to the received information
- e) UiS, as a public authority, is legally obligated to disclose
- f) has clearly lost its need for confidentiality due to the passage of time or other reasons

Even if the Thesis is subject to delayed publication, the external Organisation shall facilitate the Student's use of the Thesis, in whole or in part, in connection with job applications or further academic work.

Appeals against a decision to deny delayed publication must be submitted to the Faculty. Appeals will be handled in accordance with the rules for individual decisions under the Norwegian Public Administration Act (*Forvaltningsloven*).

5. General provisions

This Agreement shall take precedence over any other agreements concerning the Thesis that have been or will be entered into between two or more of the parties mentioned above.

If the parties enter into a separate confidentiality agreement, such agreement must not contain provisions that conflict with this Agreement. If a conflict arises, this Agreement on Execution of Bachelor's or Master's Thesis in Collaboration with an External Organisation shall prevail. Any confidentiality agreement shall be attached to this Agreement.

If the Project is carried out by a group of students, the group shall enter into a separate group contract, which shall be attached to this Agreement. If it becomes relevant to split the group, the Organisation shall be consulted before any decision is made regarding the split and determination of the new composition.

If the Project is based on Project Background provided by the Organisation, the Organisation may set conditions for, or deny, further use of Project Background or Project Results after a group split, if deemed necessary to protect the Organisation's rights.

6. Disputes

This Agreement is governed by Norwegian law. Any disputes concerning the interpretation of this Agreement or issues arising from it shall first be attempted resolved through negotiations between the parties.

If no agreement is reached within one (1) month after negotiations have been requested, the dispute may be brought before the courts. The legal venue shall be Sør-Rogaland District Court (*Sør-Rogaland tingrett*).

7. Signaturer

This Agreement is signed and each party shall retain one original copy. The Agreement must be signed by the Student(s) and the Organisation before UiS processes it. The Agreement is valid once signed by UiS.

For UiS – institute leader/dean: Name: Date: Signature:
Advisor ¹ Name: Date: Signature:
Student(s): Name(s): Date: Signature(s):

¹ To be completed if the supervisor is affiliated with an external organization and is not employed by UiS