

AGREEMENT ON ADMISSION TO THE PHD PROGRAMME

This agreement consists of Parts A, B and C.

PART A: GENERAL TERMS AND CONDITIONS

Section 1 PURPOSE

This agreement applies to all doctoral candidates admitted to a PhD programme through ordinary admission procedures. The purpose of this agreement is to ensure completion of the PhD 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 2 THE ADMISSION DECISION

This agreement is entered into between the doctoral candidate, hereafter referred to as “the candidate”, and the faculty and department/unit at the institution:

_____ (name)

has on _____ (date) been admitted to

the PhD programme _____ at _

_____ Kristiania University College

_____ (unit)

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 automatically for all leaves granted on the basis of Norwegian law, the current Basic Collective Agreement.

Under certain circumstances, this agreement may be terminated prior to the specified date of conclusion, see Section 12.

SECTION 4 REQUIRED COURSEWORK AND DOCTORAL THESIS

During the agreement period, the candidate is to complete a PhD 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 programme consists of the formal admission decision, the requirements stated in or formulated in accordance with the institution’s 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 head of the responsible body at the unit, faculty or department for written approval.

SECTION 5 ACADEMIC SUPERVISION

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

Any amendments to the supervision agreement must be made as described in Part B.

SECTION 6 FUNDING AND EMPLOYMENT

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

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

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

Funding:

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

for the period stated in Section 3 above or for the following period:

From and including _____ up to and including _____

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.)

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 1017 or doctoral research fellow 1378 at _____
(employer institution)

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 a university/university college, 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 research fellow), 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 AGREEMENT BETWEEN THE DEGREE-CONFERRING INSTITUTION AND AN EXTERNAL INSTITUTION OR ENTERPRISE

When an external institution or enterprise contributes to the PhD programme by providing the candidate with a research fellowship, funding or workplace, Part C of the agreement must be filled out.

SECTION 8 INFRASTRUCTURE

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

If the doctoral candidate has external funding and/or an external workplace, an agreement on infrastructure and other operating costs must signed between the institution and the external party. Additional provisions are to be stated in Part C.

The agreement referred to in the second paragraph above must be signed prior to the formal admission of the candidate or immediately thereafter.

Other special conditions:

SECTION 9 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)

The provisions in this section must not be interpreted as conflicting with the Copyright Act of 12 June 1961 or its regulations.

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

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 university/university college 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. If the candidate makes a patentable invention in connection with the doctoral thesis, written notification of the invention must be given to the university/university college without 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/university college 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 parts of the patentable invention.

Nonetheless, the candidate 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 also applies to the supervisor if the invention is the result of a cooperative effort, and the candidate's or a third party's rights do not prevent this.

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.

When a doctoral thesis is made publicly accessible or is published, the university/university college is normally credited if the university/university college 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/university college 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 3, Section 7, last paragraph. Also 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 10 ETHICS AND INTEGRITY IN THE USE OF RESEARCH RESULTS, RESEARCH DATA, ETC.

All use of results, data, etc. must be in accordance with legislation, applicable ethical guidelines, signed agreements, conditions established by committees on research ethics and other relevant bodies and must otherwise be in keeping with good research practice.

For results that are not, or that are not alone, regulated by provisions pertaining to copyrights, see the legislation on the relevant area.

SECTION 11 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS

During the PhD 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 reports must be submitted for approval to the body determined by the faculty.

The supervisors must also submit a report as described in the previous paragraph. The main supervisor is responsible for ensuring that a collective report is submitted.

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

SECTION 12 TERMINATION PRIOR TO EXPIRY OF THE AGREEMENT PERIOD

Voluntary termination prior to expiry of the agreement period

The candidate and institution may agree that the candidate's participation in the doctoral programme will be terminated prior to expiry of the agreement period.

In the event of voluntary 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. If voluntary termination is due to the candidate's desire to change projects or transfer to a different doctoral programme, the candidate must reapply for admission on the basis of the new project.

Involuntary termination in the event of delay or lack of progress

When one or more of the following conditions are present, the institution may decide to terminate a candidate's participation in the doctoral programme without the candidate's consent:

- A serious delay in completion of the required coursework.
- Repeated or serious violations of the candidate's obligations to provide information, meet commitments, and report on the project, including a failure to submit a progress report.
- A delay in the progress of the research project that is of such a nature as to raise doubts about the candidate's ability to complete the project within the stipulated time period.
- Pursuant to these regulations, involuntary termination may be imposed only if the lack of progress or delay is due to circumstances over which the PhD candidate has control.
- A decision to impose involuntary termination based on this section must be taken by that entity determined by the institution's board. Complaints are to be handled by the institution's appeals committee.

Involuntary termination in the event of cheating on examinations or tests during the PhD programme

If it is found that a PhD candidate has cheated on examinations or tests during the PhD programme, the institution may decide to annul such examinations and tests, cf. section 4.7 of the Act relating to

universities and university colleges. If the circumstance(s) are so serious as to constitute scientific misconduct, cf. section 4.13, first paragraph, of the same Act, cf. section 5 of the Act on ethics and integrity in research, second paragraph, the institution may decide to impose involuntary termination.

Decisions based on this paragraph are to be taken by the board itself or the institution's appeals committee. Complaints are to be handled by the joint appeals committee for student cases, cf. section 5-1 of the Act relating to universities and university colleges and regulations in accordance with this.

Involuntary termination in the event of scientific misconduct

If it is found that a PhD candidate is guilty of scientific misconduct, cf. Section 4.13, first paragraph, of the Act relating to universities and university colleges, cf. section 5, second paragraph, of the Act on ethics and integrity in research, the institution may decide to impose involuntary termination.

A decision to impose involuntary termination on the basis of scientific misconduct is to be taken by that entity determined by the institution's board. Complaints regarding such decisions will be handled by the ministry or a special appeals committee appointed by the ministry.

Termination and dismissal

A PhD candidate may be dismissed from his or her position when there are proper grounds related to the institution's or PhD candidate's circumstances, c.f. jf AML § 15-7 and AML § 15-14 regarding summary discharge.

SECTION 13 CONCLUDING PROVISIONS

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

_____, the ____ of _____, 20_____

Candidate_____

Unit/department

Faculty_____

University/university college_____

