

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

*Vedtatt av styret ved NTNU 27.02.2013. Revised by rector 27.08.2019 according to s-sak 35/18.<sup>1</sup>*

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 their work place at an external party, Part C of the Agreement must also be completed. Part C of the Agreement is also valid for PhD candidates in the Industrial and Public Sector PhD schemes. When a PhD candidate has funding from the Research Council of Norway, Part C is not to be used. Instead, the Research Council of Norway will issue a separate contract.

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 responsible for the PhD 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 the external party.

All parties must receive a signed copy of the Agreement. The Faculty's copy is to be filed in NTNU's records system.

<sup>1</sup> This English version of the Agreement concerning admission to organized doctoral degree education (PhD), approved by the Board of NTNU on 27.08.2019 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](http://www.ntnu.no/studier/phd/skjemabank_phd), Avtale ved opptak til ph.d.-studiet.

## 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) or the philosophiae doctor degree (PhD) in artistic research. The two degrees are hereafter referred to collectively as the PhD education, and candidates for both degrees are referred to as PhD candidates. The term doctoral work is used for both degrees to refer to the results of the candidate's work during the agreed period between start-up and completion/termination, not including the required coursework.

The objective of the Agreement is to ensure that the doctoral degree education is completed, as well as stipulate the parties' rights and obligations, within the legislation, regulations and the formal admission to the doctoral programme.

### 2. FORMAL DECISION OF ADMISSION

The candidate is admitted to the PhD programme in:

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leading to the degree of

philosophiae doctor (ph.d.)

philosophiae doctor (ph.d.) in artistic research

The following agreement is between:

Candidate: \_\_\_\_\_

Faculty: \_\_\_\_\_

Department: \_\_\_\_\_

### 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. Section 5.

The Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_

The period covered by the Agreement is automatically extended for any leaves 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 7.

#### 4. PLAN FOR ORGANIZED ACADEMIC TRAINING AND DOCTORAL WORK

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 ECTS and a doctoral work/project. The doctoral degree education will culminate in the completion of an academic thesis or artistic research project 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 is work outside of the doctoral program that is included in the agreement period. The PhD program itself is three years net time.

Required duties will 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 their workplace at the following department/external party:

## 7. EQUIPMENT

The candidate must have access to the necessary equipment to complete their doctoral project. The decision concerning which equipment is considered necessary will be made by the Department/Faculty.

The necessary equipment specifically includes:

## 8. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS, RIGHT TO USE OF 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 the parts which are the result of their 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 that the candidate alone holds the intellectual property rights to, can be used free of compensation in the University's teaching, research activities and artistic research. This also applies to making copies (on paper and/or digitally) free of compensation. When the candidate's published thesis is used in such instances, the candidate should be referenced in accordance with legislation and good practice.

### 8.2 Intellectual property rights for the artistic research project

The candidate has the copyright to the artistic doctoral work. If the work is done in collaboration with others, the candidate alone will have the copyright to what is the result of their independent creative effort.

If the artistic result is carried out by several people without it being possible to distinguish the individual's contribution as their own work, they will share the copyright.

### 8.3 Right to use results from the doctoral work

The candidate must be familiar with NTNU's IPR policy which can be found at NTNU's [web page](#). By signing the Agreement, the candidate accepts that rights to the results are transferred to NTNU as they are generated, to the extent specified by the university's IPR policy.

If the candidate is to carry out the doctoral work as part of a larger project, the IP-rights agreed on in the project applies for the doctoral work as well. Please describe the rights here:

#### **8.4 Software**

In accordance with Section 71 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 in accordance with the employer's instructions, are held by the employer (NTNU). The same applies to PhD candidates that are employed neither by NTNU nor by an external party.

#### **8.5 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 their research or academic or artistic research work. No restrictions may be placed on the publishing of a doctoral thesis or artistic research project unless there is an agreement concerning delayed publication in accordance with Part C of this Agreement, Section 9.3.

#### **8.6 Obligation to report patentable inventions**

If the PhD candidate is employed by NTNU and during the course of their doctoral education makes a patentable invention, the candidate is required to notify NTNU c/o TTO<sup>2</sup> in writing without undue 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, Section 6.

If the candidate is not employed by NTNU or by other employers, 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, in the same way as with NTNU's own employees. 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, Section 10 take precedence.

### **9. ARCHIVING**

Scientific publications or documentation of artistic results must be archived in NTNU's archives. All data generated in connection with the doctoral work must be filed in accordance with NTNU's requirements and guidelines.

### **10. CREDITING IN PUBLICATIONS**

If NTNU has provided a necessary and substantial contribution or basis for the candidate's contribution to the published work, NTNU must be credited in the publication. If the candidate is employed by NTNU during the doctoral agreement, this is deemed a necessary and substantial contribution. For candidates that have completed Part C of this Agreement, please refer to Part C, Section 11. We further refer to The Norwegian Association of Higher Education Institutions (UHR)'s recommended guidelines for crediting academic publications to institutions<sup>3</sup>. Any deviation from the duty to credit the publication must conform with the above-mentioned regulations.

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<sup>2</sup> [NTNU Technology Transfer \(TTO\)](#) er NTNUs operative enhet for kommersialisering av forskningsresultater

<sup>3</sup> The Norwegian Association of Higher Education Institutions (UHR) Recommended guidelines for crediting academic publications to institutions. [https://npi.nsd.no/dok/Veiledning\\_kreditering\\_av\\_vit\\_publicasjoner\\_til\\_institusjoner\\_2011.pdf](https://npi.nsd.no/dok/Veiledning_kreditering_av_vit_publicasjoner_til_institusjoner_2011.pdf)

## **11. OBLIGATION TO PROVIDE INFORMATION AND RESPONSIBILITY TO FOLLOW UP MATTERS DURING THE PHD EDUCATION**

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

The Agreement is within the scope of the applicable regulations for doctoral education.

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place, date (dd.mm.yyyy)

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Signature PhD candidate

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place, date (dd.mm.yyyy)

-----  
Signature Head of Department

-----  
place, date (dd.mm.yyyy)

-----  
Signature Dean

### **Amendments and clarifications of the Agreement**

The following amendments/clarifications are incorporated into the Agreement:

Empty box for amendments and clarifications.

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place, date (dd.mm.yyyy)

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Signature PhD candidate

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place, date (dd.mm.yyyy)

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Signature Head of Department

-----  
place, date (dd.mm.yyyy)

-----  
Signature Dean

## **Part B**

### **Agreement concerning academic supervision of the PhD education**

This Agreement must be signed by the PhD candidate, the Head of Department and all the appointed supervisors.<sup>4</sup>

#### **1. OBJECTIVE**

This Agreement concerns the academic follow up of and supervision of the doctoral project with the following working title:

This Agreement stipulates the parties' rights and obligations in connection with supervision throughout the period covered by the Agreement, cf. Part A, Section 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 may also appoint a supporting supervisor if necessary for the project. If so, state the name and affiliation here (name/institution):

#### **3. OBLIGATION TO PROVIDE INFORMATION**

The candidate and the supervisor(s) commit to keeping each other informed on an continuous basis about all matters of significance for carrying out the supervision and the doctoral project. The parties commit to actively following up any matters, which could lead to the supervision not being completed in accordance with Section 5 below.

<sup>4</sup> 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](http://www.ntnu.no/studier/phd/skjemabank_phd), Avtale ved opptak til ph.d.-studiet



#### **4. PROGRESS REPORTS**

The candidate and the main supervisor must hand in an annual progress report on the PhD education in accordance with the PhD Regulations, Section 10-1.

#### **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 methods and results
- discuss the structure and mode of presentation, implementation, documentation and production methods
- provide guidance in the relevant academic discourse
- help to introduce the candidate to relevant academic groups and bodies
- provide the candidate with guidance in ethical principles related to the doctoral work

The main supervisor shall ensure that necessary permits/advice is obtained for the use of research data (e.g. from REK, NSD or other bodies) and that the obligations related to the use of data are respected.

**The PhD candidate must:**

- actively seek advice from the supervisor(s) on academic matters in connection with the doctoral work
- submit drafts of parts of the thesis to the supervisor(s)
- comply with the relevant disciplinary and research ethics in their field
- keep the supervisor(s) up to date on the progress of the project
- follow up agreements with the supervisor(s)

#### **6. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS**

##### **6.1 Copyright for 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 the 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.

##### **6.2 Copyright to the artistic doctoral work**

The candidate has the copyright to the artistic doctoral work. If the work is done in collaboration with others, the candidate alone will have the copyright to what is the result of his or her independent creative effort.

If the artistic result is carried out by several people without it being possible to distinguish the individual's contribution as their own work, they will share the copyright.

##### **6.3 Obligation to report patentable inventions**

If the candidate is employed by NTNU and, during their doctoral education, makes a patentable invention, the candidate is required to notify NTNU c/o TTO<sup>5</sup> in writing without undue 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 obligated to notify NTNU in writing without undue delay. The candidate and supervisor(s) should together settle on their respective shares of the patentable inventions.

#### **7. TERMINATION OF SUPERVISION**

The PhD candidate and the supervisor may by mutual agreement request that the Faculty appoint a new supervisor for the candidate. The supervisor may not terminate the supervision until a new supervisor has been appointed.

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

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<sup>5</sup> [NTNU Technology Transfer \(TTO\)](#) er NTNUs operative enhet for kommersialisering av forskningsresultater.

If a PhD candidate or supervisor feels that the other party is not fulfilling their obligations in accordance with Sections 3 and 5 of this Agreement and they are unable to resolve the situation, either candidate or 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, by way of the Department.

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

The decision of whether 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.

## 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 doctoral education, including the PhD Regulations at NTNU. The ethical guidelines passed by the national committees for research ethics are normative. The original documents are archived by the Faculty.

..... place, date (dd.mm.yyyy)	..... Signature PhD candidate
..... place, date (dd.mm.yyyy)	..... Signature supervisor
..... place, date (dd.mm.yyyy)	..... Signature co-supervisor
..... place, date (dd.mm.yyyy)	..... Signature co-supervisor
..... place, date (dd.mm.yyyy)	..... Signature supporting supervisor
..... place, date (dd.mm.yyyy)	..... Signature Head of Department

### Amendments and clarification 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 supervisor

.....  
place, date (dd.mm.yyyy)

.....  
Signature co-supervisor

.....  
place, date (dd.mm.yyyy)

.....  
Signature co-supervisor

.....  
place, date (dd.mm.yyyy)

.....  
Signature supporting supervisor

.....  
place, date (dd.mm.yyyy)

.....  
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)

### Part C of the Agreement must be signed by all parties<sup>6</sup>

Part C is not to be used when there is funding from the Research Council of Norway. Instead a separate contract will be issued by the Research Council of Norway. If the candidate has funding from an external party or has their workplace with an external party, Part C of the Agreement must be entered into with that external party. The Research Council of Norway stipulates that candidates in their Industrial and Public Sector PhD schemes are obligated to make a separate agreement with the external party. Part C of this Agreement is used for this purpose. In these cases Section 8 must also 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 . The Agreement defines the parties' respective rights and obligations during the period covered by the Agreement.

The candidate is admitted to aPhD programme leading to the degree of:

philosophiae doctor (ph.d.)

philosophiae doctor (ph.d.) in artistic research

The working title of the PhD candidate's project:

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

If the PhD candidate terminates their 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.

<sup>6</sup> 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](http://www.ntnu.no/studier/phd/skjemabank_phd), Avtale ved opptak til ph.d.-studiet.

### 3. COOPERATION BETWEEN THE PARTIES

The parties agree to cooperate closely and assist in the completion of the doctoral degree education as specified in Section 2. All parties are obligated to keep each other informed about any conditions that may be of significance to the completion of the doctoral education. Any issues that may influence the obligations specified in Section 4, and 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.

All parties are obligated to actively cooperate to find a solution to problems specified in the previous paragraph once they have been notified.

#### Contact person at the external party:

Name:	E-mail:	Phone:
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**4. RIGHTS AND OBLIGATIONS** The Faculty is obligated to provide a supervisor(s) for the PhD candidate for the period covered by the Agreement. The University is also obligated to provide coursework or other academic training within the framework of Section 9 in the *Regulations for the philosophiae doctor degree*<sup>7</sup>. The University will offer the candidate a workplace with the necessary equipment during the period the candidate is present at the University.

For the period covered by the Agreement, the candidate is to be employed at:

#### The Faculty/ External party:

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Any employment at the University must be in accordance with the Act relating to civil servants etc. and regulations<sup>8</sup> and the regulations for the employment of research fellows and supplementary provisions<sup>9</sup>. In the case of employment at NTNU, a separate employment contract must be entered into.

If the candidate has required duties for the external party after the end of the PhD education, this must be specified in a separate agreement between the candidate and the external party.

**The External Party** will (cross the boxes that apply):

- Funding of the doctoral degree education
  - Salary
  - Supervision
  - Indirect costs
- Provide the candidate with a workplace and the necessary equipment
- Provide a supervisor and/or supporting supervisor for the candidate for the period covered by the Agreement

During the period of employment, the candidate must be provided with satisfactory working conditions so that the candidate is ensured three-years net time for the doctoral education. The doctoral education must take up at least 50 per cent of work hours during the Agreement period.

### 5. EQUIPMENT AND INFRASTRUCTURE

The necessary equipment for carrying out the doctoral project must be available for the PhD candidate, cf. Section 7 in Part A of the Agreement. The final decision concerning what is considered necessary equipment and the funding of this is to be made by the Department/Faculty at the University in consultation with the External Party for each doctoral project. The department/institution where the candidate has their workplace is responsible for meeting these obligations. In the period covered by the Agreement the candidate will need funds to cover operating costs for the following purposes:

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<sup>7</sup> Forskrift for graden philosophiae doctor (ph.d.) og philosophiae doctor (ph.d.) i kunstnerisk utviklingsarbeid ved NTNU av 05.12.2018.

<sup>8</sup> Forskrift av 31. Januar 2006 nr.102 om ansettelsesvilkår for stillinger som postdoktor, stipendiat, vitenskapelig assistent og spesialistkandidat <http://www.lovdata.no/for/sf/kd/kd-20060131-0102.html>

<sup>9</sup> Forskrift av 31. Januar 2006 nr.102 om ansettelsesvilkår for stillinger som postdoktor, stipendiat, vitenskapelig assistent og spesialistkandidat <http://www.lovdata.no/for/sf/kd/kd-20060131-0102.html>

Equipment and purpose	Funding of operating costs	
	NTNU	External party
Cost per institution, NOK		
Total cost, NOK		

## 6. RESIDENCY REQUIREMENT

The PhD candidate must reside at NTNU for at least one year of their PhD education cf. Section 6.3 of the PhD Regulations and any supplementary provisions made by the Faculty. The residency requirement will be fulfilled in the following manner:

## 7. ADDITIONAL REGULATIONS (do not complete this if these matters have been specified elsewhere)

The PhD candidate is to be paid as follows:

Starting salary – salary scale: \_\_\_\_\_

This currently amounts to the gross monthly sum of (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 AND PUBLIC SECTOR PHD SCHEMES

In the Industrial and Public Sector PhD schemes candidates are obligated to have a supervisor with the External Party. The supervisor with the External Party is:

Name \_\_\_\_\_

Position \_\_\_\_\_

### Supervisors at NTNU are:

Main supervisor \_\_\_\_\_

Co-supervisor \_\_\_\_\_

Co-supervisor \_\_\_\_\_

### Supporting supervisors at NTNU or external party:

Supporting supervisor \_\_\_\_\_

During the doctoral education, the candidate must reside at the Faculty and the External Party for at least one year each. 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 project.

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 the 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 freely used for copies (on paper and/or digitally) and in activities with the External Party. The same applies to presentations of these works for employees at the External Party (or even students if the External Party is an educational institution) in the course of normal activities at the External Party. When the candidate's published thesis is used in such instances, the candidate should be referenced in accordance with legislation and good practice.

### 9.2 Intellectual property rights to the artistic doctoral research

The candidate has the copyright to the artistic doctoral work. If the work is done in collaboration with others, the candidate alone will have the copyright to what is the result of his or her independent creative effort.

If the artistic result is carried out by several people without it being possible to distinguish the individual's contribution as their own work, they will share the copyright.

### 9.3 The right of use for the University

The University is entitled to free use of the PhD thesis and the results of the artistic doctoral project for teaching, research and artistic development, in accordance with Part A, Section 8 of this Agreement.

### 9.4 Rights to the project results

The parties are to make an agreement concerning ownership and right of use for the results of the doctoral project. The agreement must in accordance with NTNU's IP policy<sup>10</sup>. NTNU must be secured the right to use and develop the results for teaching, research and artistic development. If the agreement differs from Part A, Section 9.3, the agreement in Part C takes precedence.

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<sup>10</sup> *Politikk for sikring og forvaltning av immaterielle rettigheter (IPR) og fysisk materiale ved NTNU*, vedtatt i NTNUs styre den 9. juni 2010 (S-sak 36/10) <https://innsida.ntnu.no/web/guest/wiki/-/wiki/Norsk/Intellektuelle+rettigheter>



### 9.5 Public access and publishing

No restrictions may be placed on a PhD thesis or an artistic doctoral work 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 make a decision concerning patenting/commercialization. The External Party may not require that all or part of a PhD thesis or an artistic doctoral work be withheld from public access/publication.

### 9.6 Obligation to report patentable inventions

If during the course of their doctoral education the PhD candidate makes a patentable invention, the candidate must, without undue delay, notify their employer in writing, in accordance with the Act Respecting the Right to Employees' Inventions of 17 April 1970 Section 5. The other institutional party shall receive a copy of this for information purposes.

### 9.6 Archiving

The PhD candidate should archive any scientific publications or artistic products in NTNU's archives. All data generated in connection with the doctoral work must be archived in accordance with NTNU's requirements and guidelines.

## 10. CREDITING IN PUBLICATIONS

If NTNU has provided a necessary and substantial contribution or basis for the candidate's contribution to the published work, NTNU must be credited in the publication. 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 institutions<sup>11</sup>. Any deviation from the duty to credit the publication must conform with the above-mentioned regulations.

## 11. RELATIONSHIP WITH OTHER AGREEMENTS

If there is a framework agreement between NTNU and the External Party, the framework agreement (framework agreement, project-related cooperation, consortium agreement) must 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 takes 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 should be resolved by negotiations.

.....  
place, date (dd.mm.yyyy)

.....  
signature NTNU, Dean

.....  
place, date (dd.mm.yyyy)

.....  
signature External Party

.....  
place, date (dd.mm.yyyy)

.....  
signature PhD candidate

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<sup>11</sup> Universitets- og høyskolerådets Veiledende retningslinjer for kreditering av vitenskapelige publikasjoner til institusjoner [https://npi.nsd.no/dok/Veiledning\\_kreditering\\_av\\_vit\\_publicasjoner\\_til\\_institusjoner\\_2011.pdf](https://npi.nsd.no/dok/Veiledning_kreditering_av_vit_publicasjoner_til_institusjoner_2011.pdf)



## Amendments and clarifications of the Agreement

The following amendments/clarifications are incorporated into the Agreement:

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place, date (dd.mm.yyyy)

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signature NTNU, Dean

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place, date (dd.mm.yyyy)

-----  
signature External Party

-----  
place, date (dd.mm.yyyy)

-----  
signature PhD candidate