

# **Agreement between external institution, the Norwegian University of Science and Technology (NTNU) and PhD candidate on the implementation of doctoral education**

This Agreement must be completed if the PhD candidate is employed by an employer other than NTNU, and/or if the candidate is funded through the Research Council's schemes for industrial PhD or public sector PhD. The Agreement is a supplement to the *Agreement on Academic Supervision and Intellectual Property Rights in Doctoral Education at NTNU*.

If the candidate is affiliated with one or more external institutions (e.g. a funding institution and an institution providing a workplace), a separate agreement shall be entered into with each institution.

## **1. Parties to the Agreement**

The Agreement is entered into between:

**PhD candidate (hereinafter the Candidate):**

**NTNU via faculty (hereinafter the Faculty):**

**External institution (hereinafter External Party):**

## **2. Purpose and duration of the Agreement**

The purpose of the Agreement is to ensure that the candidate has satisfactory working conditions for completing the doctoral education. The Agreement sets out the rights and obligations of the parties during the agreement period.

The candidate has been admitted to the PhD programme in:

The duration of this Agreement corresponds to the period the candidate receives funding from the External Party. The Agreement ends if the doctoral education is voluntarily or forcibly terminated before the agreed time. In such cases, each party shall seek an orderly dissolution of its obligations to the other parties.

## **3. Cooperation between the parties**

The parties commit to cooperating closely to contribute to the implementation of the doctoral education referred to in section 2. The parties are obliged to keep each other informed of all matters of significance and shall, as early as possible, inform each other of circumstances that may affect the completion of the agreement. The parties are obliged to actively collaborate to find solutions to any problems that may arise.

#### 4. Funding of the doctoral work

Externally employed PhD candidates are normally fully funded by an external employer/funding source. This means that the External Party covers the following:

- The PhD candidate's salary
- Operating costs
- Workplace with necessary equipment
- Supervisor/supporting supervisor and/or mentor for the candidate during the agreement period

The Faculty commits to providing supervisor(s) for the candidate during the agreement period (normally the main supervisor), providing coursework within the framework of Section 9 of the PhD regulations, and offering the candidate a workplace with necessary equipment during the period the candidate is resident at NTNU. Funding of indirect costs related to this may be agreed between the Faculty and the External Party and specified below.

If items are to be covered in another way, this must also be specified:

The External Party commits to providing the candidate with the following conditions:

#### Funding period

During the employment period, the candidate shall be guaranteed three (3) years net time for the doctoral work, and the doctoral education shall in total constitute at least 50% of working time.

The candidate is funded by (funding source):

**Period** (start and end date of originally agreed funding period. Period is automatically extended for statutory leaves in accordance with Section 7-1 of PhD regulations.):

From  To

The candidate shall during the period work  % of their time on the doctoral education.

#### Research funds

Externally funded candidates shall as a general rule have research funds equivalent to the rates applicable at any time for research fellows funded by NTNU. Research funds shall be used to carry out the doctoral work and cover expenses such as conferences, equipment, books, etc.

Research funds available during the funding period (NOK):

#### Workplace

The candidate shall spend at least one year (12 months) in a good and relevant academic environment at NTNU during the doctoral education, cf. PhD regulations Section 6-3 and any supplementary guidelines from the Faculty. The External Party is responsible for ensuring that the candidate has a satisfactory workplace throughout the funding period.

The candidate's primary workplace:

Describe the organisation of the candidate's stay at NTNU (residency requirement):

## 5. Equipment and infrastructure

The candidate shall have access to necessary infrastructure and equipment for carrying out the doctoral work. The decision on what constitutes necessary equipment, and the funding thereof, is made by the Faculty in consultation with the External Party in connection with the individual doctoral project. The Faculty/ External Party is responsible for fulfilling these obligations when the candidate has their workplace there.

If the candidate has special needs for infrastructure, equipment or other resources not covered by the External Party through discretionary research funds, these shall be specified in the table below:

Equipment and purpose, incl. costs	Funding/availability

## 6. Supplement for industrial and public sector PhD

In the industrial and public sector PhD-schemes, the candidate shall have a supervisor/supporting supervisor at the External Party.

Supervisor/supporting supervisor at External Party (name, position):

The rest of the supervisory team is set out in the *Agreement on Academic Supervision and Intellectual Property Rights in Doctoral Education at NTNU*.

During the doctoral period, the candidate shall spend at least one year at each of the Faculty and the External Party respectively. The stay is not required to be consecutive and the time can be distributed according to what is most appropriate for the project.

The organization of the candidate's stay at NTNU (residency requirement) is specified in section 4.

## 7. Copyright, patent rights and rights to use results

### Copyright to the PhD thesis

If the candidate is the sole author of the PhD thesis, the candidate alone holds the copyright to the thesis.

If the PhD thesis consists of a collection of articles, the candidate alone holds the copyright to the parts that are the result of the candidate's independent creative contribution.

Papers written by more than one author 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 for which the candidate alone holds the intellectual property rights, as well as any other academic literature resulting from the thesis work which the candidate alone holds the intellectual property rights to, can be freely used for copies (paper/digital) and in activities by the External Party. The same applies to production of works for employees and students in connection with the External Party's ordinary activities. In such use, the candidate shall be credited as good practice requires.

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

The candidate holds the copyright to the artistic doctoral work. If the work has been carried out in collaboration with others, the candidate alone holds the copyright to the parts that are the result of the candidate's independent creative contribution.

If the artistic doctoral work has been carried out by several people without it being possible to distinguish the individual's contribution as their own work, they hold the copyright jointly.

### **The University's right of use**

The University has the right to use the PhD thesis and the results of the artistic doctoral project free of charge for teaching, research and artistic research, cf. NTNU's IPR policy.

### **Rights to results from the project**

The candidate has familiarized themselves with NTNU's IPR policy, which is available on NTNU's website. By signing the Agreement, the candidate accepts that rights to the results are transferred to NTNU as they are generated, to the extent and degree indicated by the University's IPR policy.

The parties shall agree on ownership and rights of use to the results of the doctoral work in accordance with NTNU's IPR policy. NTNU shall always be guaranteed the right to use and further develop the results for teaching, research and artistic research.

If a separate arrangement for ownership and usage rights than the one established in the *Agreement on Academic Supervision and Intellectual Property Rights in Doctoral Education at NTNU* is drawn up, the new arrangement shall take precedence. This arrangement must be specified below:

### **Publication and public availability**

Pursuant to Section 18 of the PhD regulations, no restrictions may be placed on the publication and public availability of a doctoral work, with the exception of a previously arranged delay to the date of public availability/publication to allow the External Party to make a decision concerning patenting or similar. Delayed publication entails postponement of the doctoral defence and completion of the degree. The External Party may not require that all or parts of a doctoral work be withheld from public access/publication.

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

If, during the course of their doctoral education, the candidate makes a patentable invention, written notification shall be given without undue delay to the party with whom the candidate has an employment contract, cf. the *Act Respecting the Right to Employees' Inventions* of 17 April 1970 Section 5. The other institutional party shall receive a copy for information.

## **8. Archiving**

The candidate shall archive scientific publications or art/artistic results in NTNU's scientific archives. All data created in connection with the doctoral work shall be archived in accordance with NTNU's requirements and guidelines.

## 9. Crediting upon publication

Upon publication of the doctoral work, NTNU shall be credited if NTNU has made a necessary and substantial contribution or 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, both the candidate's employer and the degree-awarding institution will be considered to have made such a contribution. Reference is made to the Norwegian Association of Higher Education Institutions' guidelines for crediting academic publications to institutions. Any deviations from the duty to credit must conform with the above-mentioned guidelines.

## 10. Relationship to any other agreements

If a framework agreement exists 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 a conflict between the framework agreement and this Agreement, the framework agreement shall take precedence.

## 11. Final provisions

The parties may make changes or additions to this Agreement by a written supplementary agreement. In the event of a dispute about the interpretation of this Agreement, the parties shall attempt to resolve the matter through negotiation.

## Signatures

	Signature	Date (dd.mm.yyyy)
For NTNU, Dean:	_____	_____
For External Party:	_____	_____
PhD candidate:	_____	_____