

STANDARD COOPERATION AGREEMENT

Applicable to student projects/practical training (academic work) at Oslo Metropolitan University in cooperation with private and public business and industry.

(also, applicable when a student takes on independent work in business and industry.)

The agreement is entered into between:

Student Student ID number:

Supervisor at Oslo Metropolitan University

.....,

and Company/External organisation at

..... and

Oslo Metropolitan University (OsloMet) by Head of Department

The project/ practical training is carried out in connection with the course (s)

.....

The project comprisesECTS credits

Time frame:

Project preparations:

Project/class:

- Start date:

- Completion date:

The title of the academic work:

.....

.....

Clarification of a third party's rights

The parties involved in this agreement are responsible for clarifying whether or not a third party (not a party to this agreement) may have intellectual property rights to the project background before the latter is used in connection with the academic work.

1. The academic work

The student shall conduct a project assignment (practical training/main project) in cooperation with a company/organisation. The academic work shall be developed in cooperation between the student, the company and the supervisor. The student is responsible for discussing project proposals and schedules with the company's contact person and the supervisor. The relevant faculty at OsloMet is responsible for the pedagogical content of the project and shall give the final approval.

2. Purpose

The purpose of the cooperation is to develop the student's knowledge, skills and use of methods relating to the distinctive character of the subject of study, in close cooperation with business and industry. The work situation assumed by the student must be vocationally relevant to the student's education. Oslo Metropolitan University's intention is that the company will benefit from new approaches and ideas, initiating processes, which they may derive advantage from later. The student shall not receive salary or any other remuneration from the company.

3. The students' rights

The student holds the copyright to the academic work. All intellectual property rights to the results of the academic work created by the students alone during the project period is owned by the student, with the reservations stated in Clause 4 and 5.

In accordance with the Norwegian Copyright Act, the student will always hold the moral rights to his/her own contributions. This implies the right to be respected and have his/her name stated in the manner required by proper usage (what is subject to intellectual property rights shall not be damaged or dishonoured).

4. The company's rights and obligations

The company shall appoint a contact person with the necessary supervising qualifications and give the student adequate supervision in cooperation with the supervisor at OsloMet.

The contact person at the company is:

The company shall provide relevant materials and cover the expenses in connection with the academic work. Such expenses may include travel expenses, expenses in connection with making prototypes, purchasing tests, colour prints, etc. The expenses must be approved by the company in advance. The company agrees to cover the following expenses in connection with the academic work:

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An original receipt for the expenses is required.

In cases where the academic work is based on or further develops materials and/or methods (project background) owned by the company, the company will continue to own the material and/or method. If the development work, including the project background, can be exploited it is assumed that a separate agreement is entered into between the student and the company.

The company shall have the right to use the results of the academic work in its own activities. This right is non-exclusive.

The company must assess the patentability and apply for patent for all or parts of the results of the academic work within 3 – three months from the date the academic work is submitted for grading at the university.

If the copyright of the results of the academic work, created by the student, is to be assigned to the company/ a third party, it is assumed that a separate agreement is entered into between the student and the company. The same applies to cases where the right to use the results of the academic work is to be exclusive. The agreement must be in writing and it is not valid until OsloMet has received a copy of the agreement.

5. OsloMet's rights

All copies of the submitted academic work/files including appendices that are necessary for determining a grade and for the records at OsloMet, are to be regarded as property of OsloMet. OsloMet is entitled to use the results of the academic work, including its appendices, free of charge for teaching and research purposes, with the restrictions specified in Clause 8.

6. Publishing

The student has the right to enter into an agreement with OsloMet regarding the publishing of his/her academic work in OsloMet's institutional digital archives. The student is also entitled to publish his/her academic work or parts of it as an independent thesis or as part of a greater work, or in any popularised publication. The publishing must not be in conflict with the restrictions specified in Clause 8.

7. Other provisions

When the student is at the company premises, he/she must comply with the company regulations and other instructions from the company management.

A project schedule shall state the scope of the project in terms of progress and obligations for each of the parties (enclosure 1). This signed agreement takes precedence over the project schedule.

A project schedule will be provided at a later stage. As of today, the project schedule is:

.....

.....

Once the agreement is signed, the company, the student and OsloMet are obliged to implement the project so that the student is able to present the expected results in a presentation for the supervisors and fellow students where representatives from the company are welcome to participate, and/or document the results in writing. The student is responsible for providing the representative of the company with the time and place for the presentation.

If required, OsloMet is obliged to make sure that the course coordinator and examiners (if applicable) sign a confidentiality agreement relating to information they receive in connection with the project, including written, spoken or any other form of information

8. Postponed publication

Academic work is to be available in the public domain, cf. The Norwegian Public Administration Act § 26. In special cases, the parties can agree to postpone the publication of all or parts of the academic work for a period of maximum 3 years, i.e. the work is only available for the student and company during this period. cf. Clause 5 above.

The academic work is subject to postponed publication for:

One year	
Two years	
Three years	

(please tick the correct number of years, if applicable)

The grounds for postponed publication are as follows:

The parts of the academic work that are not subject to postponed publication can be published in OsloMet's institutional digital archives, cf. Clause 5.

The parts of the academic work that are subject to postponed publication shall be stored in a Records Office with limited access during the period mentioned above.

Even if the academic work is subject to postponed publication, the company shall make it possible for the student to use all or parts of his/her academic work in connection with job applications and in relation to a doctoral study.

9. Commercialisation

If the results of the academic work may be subject to patent application, lead to protection of design, registration of a brand or may be commercialized, a separate agreement regarding this shall be entered into between the student and the company.

If the value of the results of the academic work is considerable, i.e. exceeds NOK 100.000¹, the student is entitled to a reasonable compensation. The Norwegian Act Respecting the Right to Employees' Inventions, § 7 states how the amount is to be calculated. This right to compensation also applies to non-patentable results. § 7 of the Act also states the applicable deadlines.

10. Duration

This cooperation agreement expires.....

11. General

This agreement takes precedence over any other agreements that are or will be entered into by two of the parties mentioned above. In case the student and the company are to enter into a confidentiality agreement concerning information the student receives while he/she is staying at the company, the confidentiality agreement shall be enclosed with this agreement.

Should any disputes, complaints or damages arise, the supervisor must be notified immediately.

Should there be any disputes relating to this agreement it should be solved by negotiations. If the negotiations do not lead to a solution, the parties agree that the dispute shall be resolved by arbitration in accordance with Norwegian Law. The dispute shall be decided by Oslo District Court

This agreement is signed in 4 – four - copies, of which each party to this agreement is to retain one copy. The agreement comes into effect when it has been approved and signed by the Head of Department at OsloMet.

¹ Implying income received after the deduction of commercial expenses, including expenses related to protection of rights and commercialization.



Student

Supervisor at OsloMet

.....
(Signature) (Date)

.....
(Signature) (Date)

for the company/organisation

.....
(Stamp and signature) (Date)

The agreement is approved by the Head of Department at Oslo Metropolitan University

.....
(Stamp and signature) (Date)

Enclosure 1: Project schedule