STANDARD AGREEMENT FOR IMPLEMENTATION OF ACADEMIC WORK

(Applicable for academic work related to an already established research project at Oslo and Akershus University College of Applied Sciences).

Agreement between

Student

(Name) (Date of birth) (Student ID number)

Course coordinator at Oslo and Akershus University College of Applied Sciences

(Name)

Cooperating company/institution (if applicable) (Name/address/contact person)

and

Oslo and Akershus University College of Applied Sciences (HiOA) by Head of Department

Relating to the use and exploitation of specifications and results presented in a Bachelor’s Thesis or a Master’s Thesis.

1. The student shall carry out the academic work in connection with the assigned Bachelor’s Thesis or Master’s Thesis at (if applicable):

   ................................................................. (Company/Institution)

   The title of the thesis:

   ........................................................................................................
   ........................................................................................................

2. The university college is obliged to store answer papers in the form it was submitted until the examination is completed, the deadline for appeal has passed and a diploma is
issued. Copies of written documentation and pictures of the object are stored for up to 1 – one year.

3. It is the person who produces a database who is protected by The Norwegian Copyright Act § 43. In cases where the collection of data has been carried out by a student at the bachelor’s level and the data collection is to be used by other students at the same level or at the master’s or PhD level, the following applies: Data collected by the student with university college recourses and that shall be used in connection with the academic work, is to be considered property of HiOA/HiOA lab-group (if applicable) _____________________________.

4. 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).

5. HiOA has the copyright to the student’s contribution in the university college’s project. The submitted copies of the academic work including drawings, models and equipment, but also the computer software included as a part of or appendix to the academic work, therefore are to be considered property of HiOA, with the reservation stated in Clause 7. HiOA 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. The student has the right to enter into an agreement with HiOA regarding the publishing of his/her academic work in HiOA’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. If the academic work is carried out in cooperation with a company/institution, the company/institution is entitled to receive one copy of the academic work including appendices and also make themselves familiar with HiOA’s assessment of the academic work. The company/institution may use the specifications and results of the academic work in its own activities.

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 college. If the specifications and results of the academic work is to be financially exploited by the company/institution, a separate agreement between the parties must be entered into. HiOA’s supplementary agreement on financial exploitation shall be used for this purpose. The agreement on financial exploitation shall be signed in 4 – four copies of which each party to this agreement is to retain one copy. The agreement comes into effect when it is approved and signed by Head of Department at HiOA.

8. 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/institution during this period,
The academic work is subject to postponed publication for:

<table>
<thead>
<tr>
<th>One year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Two years</td>
<td></td>
</tr>
<tr>
<td>Three years</td>
<td></td>
</tr>
</tbody>
</table>

(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 HiOA’s institutional digital archives, cf. Clause 7.

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/institution 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. 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/institution are to enter into a confidentiality agreement concerning information the student receives while he/she is staying at the company/institution, the confidentiality agreement shall be enclosed with this agreement.

10. Any disputes relating to this agreement on Bachelor’s or Master’s Theses 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 or a body appointed by this court.

11. 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 HiOA.
The agreement is approved by the Head of Department at Oslo and Akershus University College of Applied Sciences

(Date, signature and stamp)