# Agreement Part A: Agreement concerning admission to a doctoral degree programme at OsloMet - Oslo Metropolitan University

## Introduction

This admission agreement has been drawn up on the basis of the advisory guidelines for the degree of philosophiae doctor (PhD), as recommended by the Norwegian Association of Higher Education Institutions (UHR) on 3 May 2018, with amendments dated 2 August 2022 and OsloMet’s internal regulations on PhD degrees as laid down by the University Board on 17 September 2024. The purpose of the agreement is to supplement and elaborate on the Faculty’s or Centre’s decision regarding admission to the doctoral degree programme. The aim is that binding agreements between the parties will contribute to ensuring that candidates who are admitted to the doctoral degree programme have terms and conditions of employment that enable them to complete the degree within the agreed timeframe.

The agreement has been drawn up in accordance with the laws and regulations applicable to the doctoral degree programme, see the Norwegian University and University Colleges Act of 2024 with regulations as laid down by the Norwegian Ministry of Education and Research, effective from 1 August 2024 (Cf. Chapter 3, Sections 3-16, 3-17 and 3-19) and the supplementary provisions applicable at any time. Furthermore, the agreement is also based on other laws and regulations, including the Norwegian Civil Servants Act with regulations, the Norwegian Public Administration Act, the Norwegian Research Ethics Act, the Norwegian Copyright Act and the Norwegian Patents Act, as well as the national qualifications framework for lifelong learning (NKR) and UHR’s advisory guidelines for doctoral degree programmes and the crediting of institutions in scientific publications.

The agreement aims to discuss and govern the most important aspects of the doctoral degree programme. The agreement consists of three parts:

Part A, Agreement concerning admission to a doctoral degree programme at OsloMet - Oslo Metropolitan University shall be completed for all candidates admitted to a doctoral degree programme. The contractual parties in Part A are the PhD candidate and the institution, represented by the Faculty/Centre.

Part B, Agreement concerning academic supervision in a doctoral degree programme shall be completed for all candidates admitted to a doctoral degree programme. The contractual parties in Part B are the PhD candidate, the academic supervisors and the Faculty/Centre. Part B of the agreement shall be entered into for all academic supervision relationships.

## Part C, Agreement between external party and the University on the implementation of the doctoral degree programme shall be completed for any candidates with external funding and/or an external workplace. The agreement may also be used for candidates whose workplace is a Faculty/Centre at the institution other than the one with which the candidate is affiliated through Part A of the admission agreement. For industrial PhD programmes, a separate collaboration agreement shall also be entered into, cf. the guidelines issued by the Norwegian Research Council. If a candidate is affiliated with two or more institutions, an agreement shall be entered into for each external partner.

#  Part A: Agreement concerning admission to a doctoral degree programme at OsloMet - Oslo Metropolitan University

## 1. Purpose

The agreement applies to candidates who have been admitted to a doctoral degree programme on the basis of an individual decision. The agreement aims to ensure the completion of the doctoral degree programme and govern the parties’ rights and obligations within the framework of laws, regulations and the admission decision.

## 2. Admission decisionThis agreement has been entered into between the PhD candidate, hereinafter referred to as “the candidate” and the institution, represented by the Faculty/Centre:

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

has been admitted to the doctoral degree programme in

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as of \_\_\_\_\_\_\_ (date of decision)

at ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (institution and faculty/centre)

## 3. Duration of the agreementThe admission agreement shall enter into force from (start of funding): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_until (end of funding): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The admission period shall be extended automatically in the event of a statutory or contractual level of absence or interruptions.

In special cases, the agreement may be terminated early, cf. Section 12 of this agreement and Sections 2-8 and 2-9 of the regulations relating to the degree of philosophiae doctor (PhD) at OsloMet.

## 4. Training element and thesis

During the term of the agreement, the candidate shall complete a training element and a research work/project. The doctoral degree programme shall result in a thesis with a working title of:

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The basis for the doctoral degree programme is stipulated in the admission decision, the requirements laid down in or pursuant to the institution’s regulations relating to the degree of philosophiae doctor, the approved project specification and the plan for the training element.

It is possible to make amendments or additions to the candidate’s project specification or plan for the training element, provided that the amendments are not sufficiently substantial for this agreement to no longer provide a realistic reflection of the contractual relationship, funding, content and progress of the research project or other significant factors. In such a case, the institution may demand that the agreement be terminated or replaced by a new agreement. Other, less significant amendments may be implemented without amendments to this agreement. Such amendments shall be documented in writing and filed together with the agreement.

Amendments as mentioned in the previous section shall be presented to the responsible coordinator/body at the Faculty/Centre for written approval.

## 5. Academic supervision

The candidate shall have a right and obligation to participate in academic supervision during the term of the agreement. A separate academic supervision agreement shall be entered into between the candidate, the academic supervisors and the Faculty/Centre. The academic supervision agreement shall be enclosed with the agreement as Part B. Any amendments to the academic supervision agreement shall be implemented as described in Part B.

## 6. Funding and employment

The doctoral degree programme shall be implemented subject to the following funding and terms of employment:

### 6.1.Employment and place of work:

During the term of the agreement, the candidate shall be employed at: ...................................................................................

During the term of the agreement, the candidate’s place of work shall be at (name of institution or company and, if relevant, institution/unit or other entity):

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### 6.2. Funding:

Source of funding for the doctoral degree project: ....................................................................................
for the period specified in Section 3 above or for the following period: From ................ until .......................

Working capital, cf. admission decision:.......................................................................................................

Any terms and conditions for the funding: ...............................................................................................

(If the terms and conditions are set out in Part C of the agreement or in a separate document, reference should be made to this. Enclose the relevant document if applicable.)

### 6.3. Employment as PhD candidate and associated terms and conditions (to be completed for those with such employment during the term of the agreement):

The candidate is employed as a PhD candidate at:

............................................................................................................................... (employer institution)

### 6.4. Terms and conditions of employment with career-enhancing work:

Career-enhancing work shall be carried out at (place of work):

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Career-enhancing work shall, as a percentage of working hours, account for: ..........................................%

### 6.5. Other terms and conditions of employment (i.e. residency requirement)

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In the event of appointment to the post of PhD candidate with the University as the employer, a separate agreement shall be entered into to govern the employment relationship. The regulations relating to Chapter 3, Sections 3-16, 3-17 and 3-19 of the Norwegian University and University Colleges Act as established by the Norwegian Ministry of Education and Research applicable from 1 August 2024 shall also apply, as well as the general provisions set out in the Norwegian Civil Servants Act with associated regulations.

## 7. Agreement between the degree-awarding institution and external institutions or organisations

If an external institution or organisation contributes to the doctoral degree programme through employment, funding or by providing a place of work, Part C of the agreement must be completed.

## 8. Infrastructure

The candidate shall have access to the necessary infrastructure to execute the doctoral degree programme. The Faculty/Centre shall determine what constitutes the necessary infrastructure.

Equipment and research facilities shall be mentioned in particular**:**

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If, during the term of the agreement, a need for infrastructure necessary for the execution of the doctoral degree programme arises, the agreement shall be updated. This shall take place in dialogue between the candidate and the academic supervisor. The decision shall be made by the Faculty/Centre, cf. Section 2-3 of the regulations.

If the candidate receives external funding and/or an external place of work, an agreement shall be entered into between the institution and the external party concerning infrastructure and other working capital. Supplementary provisions shall be set out in Part C.

Agreements as mentioned in the second paragraph shall be available at the time at which the admission decision for the candidate in question is made or immediately thereafter.

Other special terms and conditions:

### ………………………………………………………………………………………………………………………………………………………….9. Copyright, patent and other intellectual property rights (Intellectual Property Rights (IPRs)9.1 Copyright to the doctoral thesis

If the candidate is the sole author of the doctoral thesis, the candidate shall retain sole copyright to the work.

If the doctoral thesis consists of a collection of articles, the candidate shall have copyright only to the parts derived from the candidate’s independent creative efforts.

Articles or other contributions authored by multiple contributors and for which it is not possible to distinguish between individual contributions as separate works shall be considered joint works. For any such articles, the authors shall have joint copyright.

The parts of the doctoral thesis to which the candidate has sole copyright, as well as any other scientific works derived through the work on the thesis and to which the candidate has sole copyright, may be used by the University for teaching, research and artistic development work at no charge. This shall also apply to free-of-charge reproduction of copies (paper and/or digital). The candidate shall be named in accordance with prevailing legislation and regulations for references to sources on any copy reproduced as mentioned above.

### 9.2 Copyright to the artistic doctoral work

The candidate has copyright to the artistic doctoral work. If the work has been performed by multiple people, the candidate shall only have copyright to the result of their independent creative efforts.

If the artistic doctoral work has been performed by multiple people and it is not possible to distinguish between individual contributions as separate works, the contributors shall have joint copyright.

### 9.3 The right to results from the doctoral work

The candidate shall familiarise themselves with OsloMet’s IPR policy, as published on the OsloMet website. By signing this agreement, the candidate consents to the rights to the results from the work being assigned to OsloMet as and when produced and to the extent instructed through the University’s IPR policy.

If the candidate will conduct doctoral work as part of a larger project, the agreed IP rights for the project shall apply. These shall be described here:

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### 9.4 Disclosure and publication

Pursuant to Section 2-2 of the Norwegian University and University Colleges Act, the candidate shall have the right to disclose the results from research, academic or artistic development work. No restrictions may be imposed on the publication of a doctoral thesis or artistic doctoral work unless deferred disclosure has been agreed pursuant to Section 7.6 of Part C.

### 9.5 Notification requirement for patentable inventions and results with commercial potential

If the PhD candidate is employed at OsloMet and produces a patentable invention or produces results with commercial potential during the execution of the doctoral work, written notification of the invention/results shall be issued to OsloMet*, c/o the Section for Research and Societal Improvement*, without undue delay and in accordance with Section 5 of the Norwegian Employees’ Inventions Act of 17 April 1970. See Part B, Section 6.3 if the invention/result has been produced in collaboration with the academic supervisor.

For candidates who are not employed by OsloMet or other employers, OsloMet may demand that the right to inventions or results with commercial potential be fully or partially transferred to OsloMet pursuant to the OsloMet IPR policy in the same way as for its own employees. The candidate shall be subject to the same notification requirement concerning the invention/result as OsloMet employees.

If Part C has been entered into, the provisions set out in Part C, Section 7.3 shall take precedence.

## 10. Ethics and integrity

Upon entering into this agreement, the candidate also agrees to familiarise themselves with laws and regulations, codes of conduct for research and in general, terms and conditions imposed by research ethics committees and other competent agencies and shall otherwise carry out/practice good research conduct so that all research, collection, use and storage of data takes place accordingly.

## 11. Disclosure requirement and monitoring responsibilities

During the programme, the candidate shall submit written progress reports annually or at the intervals laid down in the institution’s regulations. Reports shall be submitted for approval to the body appointed by the Faculty/Centre.

Academic supervisors shall also submit annual progress reports as mentioned in the previous paragraph. The main academic supervisor shall be responsible for ensuring that a complete report is submitted.

The parties shall be required to keep each other informed of all matters of significance to the execution of the doctoral degree programme on an ongoing basis. The parties shall be required to actively follow up on any matters that could result in delay or non-completion.

## 12. Early termination

### 12.1 Voluntary early termination:

The candidate and institution may agree that the doctoral degree programme be terminated early. In the event of such termination of the doctoral degree programme, it is necessary to establish in writing how any questions relating to any employment, funding, rights to results, etc. will be managed.

In the event of voluntary termination arising as a result of the candidate’s desire to change project or transfer to another programme, the candidate shall apply for re-admission on the basis of the new project.

### 12.2 Forced termination in the event of delay or lack of progress:

If one or more of the following conditions are met, the institution may, pursuant to the provisions of the PhD regulations, make a decision regarding the forced termination of the doctoral degree programme.

* Significant delay to the completion of the training element.
* Repeated or significant breach on the part of the candidate with regard to disclosure, monitoring or reporting requirements, including failure to submit progress reports.
* Any delays to the progress of the research project that are of such a nature to provide grounds to doubt whether the candidate can complete the project within the agreed timeframe.
* Forced termination pursuant to these provisions can only be decided if the lack of progress or delay is due to factors within the control of the PhD candidate.
* Decisions pursuant to this section shall be made by the Dean/Head of Centre or the body authorised by the Dean/Head of Centre. Appeals shall be considered by the institution’s Student Affairs Committee.

### 12.3 Forced termination as a result of cheating during examinations or compulsory activities in the doctoral degree programme:

In the event of cheating during examinations or compulsory activities in the doctoral degree programme, the institution may decide on nullification, cf. Sections 12-1 and 12-4 of the Norwegian University and University Colleges Act. If the factor or factors are severe enough to be considered misconduct, cf. Sections 13-2 of the same Act, cf. Section 5-2 of the Norwegian Research Ethics Act, the institution may make a decision on forced termination.

Decisions pursuant to this section shall be made by the institution’s Student Affairs Committee. Appeals shall be considered by the Joint Appeals Committee for Student Affairs, cf. Section 14-2 of the Norwegian University and University Colleges Act and associated regulations.

### 12.4 Forced termination due to misconduct:

If a PhD candidate is found guilty of scientific misconduct, cf. Section 13-2 of the Norwegian University and University Colleges Act, cf. Section 5-2 of the Norwegian Research Ethics Act, the institution may make a decision on forced termination.

Decisions on forced termination due to misconduct shall be made by the institution’s Student Affairs Committee. Appeals relating to such decisions shall be considered by the Ministry or a special appeals committee appointed by the Ministry.

### 12.5 Termination and dismissal:

A PhD candidate may be dismissed from their position in the event of justified grounds relating to the organisation’s or PhD candidate’s circumstances, cf. Sections 19 and 20 of the Norwegian Civil Servants Act, and may also be dismissed pursuant to Section 15 of the same Act.

## 13. Final provisions

This agreement has been entered into within the framework of the prevailing regulations for the doctoral degree programme. The parties have each received one original version of the agreement. Any changes to the agreement shall be documented and stored in accordance with Section 4.
..........................................................., on ...............20......

The candidate’s signature:............................................................................

The signature of the Dean/Head of Centre or an individual authorised by the Dean/Head of Centre to enter into the agreement on behalf of OsloMet – Oslo Metropolitan University:

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