# Part C: Agreement between external institution and the University on the implementation of the doctoral degree programme

For industrial PhD programmes and public sector PhD programmes, a separate collaboration agreement shall also be entered into, cf.

the guidelines from the Norwegian Research Council.

## 1. Contractual parties

One agreement has been entered into for each external party, cf. the below. The University shall be a party to each of these agreements.

This agreement has been entered into between:

OsloMet – Oslo Metropolitan University/Faculty/Centre: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

External party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The external party shall be familiar with Part A and Part B of the agreement.

## 2. Purpose and duration of the agreement

This agreement aims to ensure that the candidate receives satisfactory terms and conditions of employment for the execution of the doctoral degree programme. The agreement lays down the parties’ rights and obligations during the term of the agreement.

The candidate’s project has the working title of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The basis for the doctoral degree programme and the thesis has been stipulated in Section 4 of Part A: General admission agreement. This agreement shall have the same duration as the term of the agreement between the candidate and the University (cf. Section 3 of Part A). The agreement shall lapse if the doctoral degree programme is subject to early voluntary or forced termination. In such a case, each party shall strive to ensure proper discharge of their obligations in respect of other parties.

## 3. The parties’ collaboration

The parties undertake to collaborate closely in order to contribute to the implementation of the doctoral degree programme as mentioned in Section 2. The parties shall be required to keep one another informed of all factors of significance to execution. The parties shall notify each other as early as possible of any factors that may affect the execution of the agreement. The parties are required to actively collaborate to find solutions to any problems that may arise.

## 4. The parties’ rights and obligations when the candidate is an employee of the University

The candidate is employedat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with an annual gross salary that currently amounts to NOK\_\_\_\_\_\_\_\_\_\_\_ for the term

of the agreement, i.e. for the period from \_\_\_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_\_

During the term of the agreement, the candidate’s place of work shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In addition to the salary, there is also working capital available for the following purposes

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total costs are calculated as NOK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which will be funded/made available from

### (University/external party)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_If necessary, the University and external party shall enter into an agreement concerning additional funding for equipment and working capital. Such a supplementary agreement shall be filed together with this agreement.

### The terms and conditions laid down in the Norwegian Civil Servants Act and related regulations, especially Chapter 3, Sections 3-16, 3-17 and 3-19 of the regulations relating to the Norwegian University and University Colleges Act as established by the Norwegian Ministry of Education and Research and effective from 1 August 2024, as well as supplementary provisions applicable at any time, shall apply to the employment. Upon employment, a separate agreement shall be entered into to govern the employment relationship. Furthermore, the University shall admit the candidate to the doctoral degree programme and appoint academic supervisors for the candidate in accordance with the internal regulations on PhD degrees and parts A and B of the agreement.

## 5. The parties’ rights and obligations when the candidate is employed by an external party

The candidate is employedat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with a gross annual salary that currently amounts to NOK\_\_\_\_\_\_\_\_ for the term of the agreement, i.e. for the period

from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_until\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

During the term of the agreement, the candidate’s place of work shall be:

(institution):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Faculty/Centre): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In addition to the salary, there will also be working capital available for the following purposes*:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total costs are estimated as NOK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
and will be funded/provided by (University/external party)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If necessary, the University and external party shall enter into an agreement concerning additional funding for equipment and working capital. Such a supplementary agreement shall be filed together with this agreement.

## 6. Infrastructure

The candidate shall have access to the necessary infrastructure to complete the doctoral degree programme, cf. Section 9 of Part A of the agreement. In consultation with the external party, the University shall determine what constitutes necessary infrastructure and how such infrastructure will be funded. The institution/unit at which the candidate’s place of work is located shall be responsible for fulfilling these obligations.

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

|  |
| --- |
|  |

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.

## 7. Copyright, patent and other intellectual property rights (Intellectual Property Rights (IPRs)

### 7.1 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 and summary, the candidate shall have copyright only to the parts derived from the candidate’s independent creative efforts.

Articles 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 that have been produced as a result of the work on the thesis and to which the candidate has sole copyright, may be reproduced (digital and/or paper copies) for use in the external party’s activities at no charge. The same shall apply to the performance of works for the external party’s employees (and any students if the external party is an educational institution) in connection with the external party’s ordinary activities. In the event of such use of the candidate’s published thesis, the candidate shall be named in accordance with legislation and the prevailing rules for the referencing of sources.

### 7.2 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.

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

If, during the production of the thesis, the candidate produces a patentable invention or results with commercial potential, written notification of the invention/result shall be submitted without undue delay to the party with which the candidate has entered into an employment contract in accordance with Section 5 of the Norwegian Employees’ Inventions Act of 17 April 1970. The other institutional party shall receive a copy for information purposes.

### 7.4 Right to results from the project

The parties shall agree on ownership and the right of use to the results of the doctoral work. This shall be in accordance with the “Policy for Intellectual Property Rights at OsloMet”. OsloMet shall always be guaranteed the right to use and further develop results for educational, research and artistic development purposes. If a different arrangement to what has been laid down in Section 9.3 of Part A is agreed, the agreement in Part C shall take precedence.

### 7.5 The University's right of use

The University shall have the right of use for research and educational purposes at no cost, cf. Part A, Section 9.1.

### 7.6 Disclosure and publication

No restrictions may be imposed on the disclosure and publication of a doctoral thesis or artistic doctoral work, except in case of prior agreement concerning the postponement of the disclosure/publication date so that the external party can consider patenting/commercialisation. External parties cannot impose conditions that all or parts of the doctoral thesis will not be disclosed or published.

### 7.7 Crediting in connection with disclosure or publication

## Upon disclosure or publication of the doctoral work, the University shall be credited if the University has made a necessary and significant contribution to or provided the basis for the candidate’s contribution to the disclosed or published work. The same shall apply to any external party if the external party has made a necessary and significant contribution. Ordinarily, both the candidate’s employer and the degree-awarding institution will be considered to have made such necessary and significant contributions. Other institutions/organisations may also be considered to have made such contributions. Please see the UHR advisory guidelines for the crediting of scientific publications to institutions. Deviations from the crediting requirement as mentioned in this section may be made in accordance with the UHR guidelines.

## 8. Final provisions

The parties may make amendments or additions to this agreement through a written supplementary agreement. Disputes concerning the interpretation of this agreement shall be resolved through negotiation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_\_\_

Signature of the Dean/Head of Centre or person authorised by the Dean/Head of Centre at the University.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the candidate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature on behalf of the external party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Amendments and specifications relating to the agreement

The following amendments/specifications have been incorporated in the agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of the University, represented by the Dean/Head of Centre or authorised person:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

On behalf of the external party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_