

SECTION C: CONTRACT BETWEEN EXTERNAL INSTITUTION AND THE UNIVERSITY COLLEGE ON EXECUTION OF PH.D. PROGRAMME

If there is cooperation with two external institutions (financing institution and institution offering workplace), there shall be made a contract with each institution.

§ 1 CONTRACTING PARTIES

The contract is agreed to by:

(university or university college, hereafter called the **Institution**)

and

(university college, external institution, business, hereafter called the **External party**)

The **External party** is required to become familiar with Section A and Section B of the contract.

§ 2 PURPOSE AND DURATION OF THE CONTRACT

The purpose of this contract is to ensure that the Ph.D. candidate

has satisfactory working conditions for the execution of the Ph.D. programme and thesis.

The Ph.D. candidate's project has the working title

The plan for the programme and the thesis is stated in § 4 in Section A: General admission contract.

This contract has the same duration as the contract between the Ph.D. candidate and the institution (cf. Section A, § 3).

The contract has shorter duration in the above section if the Ph.D. candidate terminates the organised Ph.D. programme before the time agreed. Each party shall in such case seek an organised termination of their duties relating to the other parties.

§ 3 COOPERATION BETWEEN THE PARTIES

The parties are obligated to cooperate closely on the execution of the Ph.D. programme as mentioned in § 2. The parties must keep each other informed of all circumstances of significance for the execution. All circumstances related to the parties' duties, as stated in § 4, which may affect the execution of the contract or the stated rights and duties, must as early as possible be informed to the other party.

The parties are obligated, when information and circumstances mentioned in section 2 are passed on to the other party, to cooperate in order to find a solution to the problem which has arisen.

§ 4 THE PARTIES' RIGHTS AND DUTIES

The **Institution** is obliged to:

- appoint a *supervisor* for the Ph.D. candidate in the contract period
- conduct theoretical and methodical *teaching*, cf. § 7 in the regulation.

The **Institution** can also:

- *employ* the Ph.D. candidate in the contract period. The employment is done according to the Civil Service Act incl. regulations, the guidelines for employment in educational positions stipulated by the Ministry of Education and Research on 10 June 2003, plus the supplementary provisions to the guidelines which are applicable at all times. When a candidate is employed, a separate employment contract which regulates the working conditions is agreed.
- offer the candidate a workplace with necessary equipment.

The **External party** is obligated to:

- *finance* the Ph.D. programme

and/or

- offer the candidate a *workplace* with necessary equipment.

If the candidate is offered a workplace at the institution, the expenses for this must be included in the financing of the Ph.D. education. If operating equipment and wage/scholarship for the candidate are divided between the institution and external part(ies), this must be stated in the contract.

The **External party** can also:

- *employ* the Ph.D. candidate in the contract period The candidate shall also be guaranteed satisfactory working conditions during the employment period, so that the

candidate are ensured a total research period of 3 three years and so that the research period in total comprise at least 50 % of the work hours.

- appoint a *supervisor* for the candidate in the contract period

§ 5 EQUIPMENT

The Ph.D. candidate must have access to necessary equipment for the execution of the research project, cf. the institution's regulation for the doctor's degree. The decision regarding what is seen as necessary equipment, and the financing of it, is made by the basic unit/faculty at the **Institution** together with the **External party** in connection with each separate research project. The basic unit/faculty where the candidate has his/her workplace is responsible for fulfilling its duties in this area. The **Institution** and the **External party** negotiate a contract, if any, on the financing for extra equipment and operating expenses.

§ 6 OPERATING EXPENSES

The Ph.D. candidate is *employed* at: _____

in the contract period, i.e. the period from _____ and inclusive _____.

The amount is paid in to the account no.: _____.

The candidate shall in the contract period have *workplace* at:

_____ (institution)

_____ (basic unit/faculty)

The candidate will during the contract period have extra operating expenses due to the following: _____,

The total expenses are calculated to NOK _____,

which will be financed by

(Institution, External party)

§ 7 RIGHTS REGARDING USE OF RESULTS ETC.

The **Institution** is, according to the contract with the Ph.D. candidate, entitled to use results for research and teaching purposes. This applies to the Ph.D. thesis and other scientific works which are results of the work on the thesis and which the candidate has copyright on.

The institution, the Ph.D. candidate and the external party must agree to a separate contract on the extent of the external party’s possible use of results in a Ph.D. thesis.
The **External party** can not set the condition that the whole or parts of the Ph.D. thesis can not be made public or be published.

There shall be no restrictions on the announcement and publication of a Ph.D. thesis, with the exception of a previously agreed short extension of the date for announcement/publication so that the external party, in cases where the rights of use have been transferred to it, can come to a decision regarding possible patenting/commercialisation.

§ 8 FINAL DECISIONS

Any revisions or additions to this contract must be written.

Disputes regarding the understanding of this contract shall be solved through negotiations.

_____, on ____/____ 20_____.

for the **University College**

for the **External party**