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**FORM 1.1.2 Contract for completion of the doctoral degree (PhD) programme at the University of Life Sciences (NMBU)**

# **Scope and objectives**This agreement applies to doctoral candidates who have been individually admitted to a PhD degree programme at NMBU. The PhD programme shall be formalised by means of a written contract no later than six (6) months after admission. The objectives of the agreement are to ensure completion of the PhD programme and to stipulate the parties’ responsibilities, rights and obligations within the legal framework, and the formal decision on admission.

# **Admission to a PhD programme**

The individual faculty is the formal admission authority.

|  |  |  |  |
| --- | --- | --- | --- |
| The decision on admission was made by: |  | Date: |  Date |
| PhD programme:  | Choose an element |
| Study option (within the PhD programme): |  |

1. Contracting parties

The agreement has been entered into between, all names typed clearly:

|  |  |
| --- | --- |
| NMBU faculty: | Choose an element |
| PhD candidate: |  |
| External institution(s) 1): |  |
| PhD awarding institution other than NMBU 2): |  |
| Main supervisor (title, name, place of work): |  |
| Co-supervisor (title, name, place of work): |  |
| Co-supervisor (title, name, place of work): |  |
| Co-supervisor (title, name, place of work): |  |

1. Any external party involved either as financial supporter, or as co-responsible for candidate’s PhD education in any other way, are to be a party in this PhD contract. 2) A separate cotutelle agreement (FORM 1.2) must be entered into, if the PhD education is based on collaboration with another university or university college, and the candidate applies for admission to both institutions.
2. Contract period

The contract period is normally three years without work duties or four years with 25% work duties.

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| --- | --- | --- | --- | --- |
| The agreement is valid | From: | From date | To: |  To date |

The PhD programme shall be organised in such a way that it can be completed within the prescribed duration of three years of full-time study. The contractual period may be extended due to work duties, leaves of absence, part-time study, long-term illness or other unforeseen circumstances. The PhD candidate may also be entitled to an extension of the contract period pursuant to other rights he/she has, for example, as an employee.

Changes to the contract period must be approved by the faculty. The form ‘Changes to the PhD programme’s contract period’ must be completed and signed by all parties.

1. Academic training component / required coursework, education plan

During the contract period, the PhD candidate shall complete the PhD training programme, which is composed of an academic training component earning 30 credits (ECTS) as a minimum and 60 credits (ECTS) as a maximum in addition to a research work/project.

No later than six months after admission, an education plan shall be drawn up jointly by the PhD candidate and the supervisors. The education plan must satisfy the requirements stipulated in the current PhD degree regulations, and any detailed specifications from the faculty to which the PhD candidate is affiliated. The education plan must be approved by the faculty.

In need of changes to the original plan, a new education plan must be drawn up and submitted to the faculty for approval.

1. Supervision and affiliation to a research group

Work on the PhD thesis shall be carried out under individual supervision from a supervisory team consisting of at least two researchers, of whom one is appointed to be the main supervisor, cf. the Phd Regulations section 7.

The NMBU faculty and any external parties, who have taken on supervision responsibility during the PhD contractual period, is listed in section 3.

The main supervisor has the chief academic and administrative responsibility for the PhD candidate’s training and shall act as the PhD candidate’s primary contact person. The main supervisor and the PhD candidate him-/herself is responsible for ensuring that the PhD candidate maintains regular contact with his/her supervisors. The group of supervisors have a shared responsibility for the academic follow-up of the PhD candidate and shall make provisions for his/her participation in an active research community that includes senior researchers and other PhD candidates. The PhD candidate and the supervisors are obligated to keep each other updated on all matters of importance for completion of the PhD programme and the supervision.

The PhD candidate or supervisor may request the faculty to which the candidate has been admitted to appoint a new supervisor for the candidate. The faculty’s and any external institution’s financial commitments according to this agreement will continue to apply after a change of supervisor(s).

1. Progress reports

The PhD candidate and the main supervisor shall jointly report on the progress of the work. The first progress report shall be handed in when the education plan is submitted, and thereafter once a year by the deadline set by the faculty. The progress report must be submitted for the faculty’s approval, and a copy must be sent to any external institution providing a supervisor or supervisors.

1. Compulsory seminars

The PhD candidate shall hold an initial, a midway and a final seminar during the programme period, in accordance with the current guidelines, cf. The PhD Regulations section 9. The faculty is responsible for organising the seminars.

1. PhD thesis

During the PhD programme period, the PhD candidate shall complete a research project resulting in a thesis with the preliminary title:

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The thesis shall comply with the requirements of the current PhD regulations.

1. Research ethical guidelines

 The PhD candidate is obliged to familiarise him-/herself with the [NMBU- and national ethical guidelines on research](https://www.nmbu.no/en/about-nmbu/management/committees/ethics/ethical-guidelines) (https://www.nmbu.no/en/about-nmbu/management/committees/ethics/ethical-guidelines).

**Self-declaration:** [ ]  I have read and will do my best to follow the «General guidelines for research ethics».

1. Storage of research data (primary data)

NMBU is responsible for storing research data (primary data). Research data (primary data) underlying the results and conclusions presented in the doctoral thesis must be stored in complience with the NMBU gudielines for [storage of research data](https://www.nmbu.no/en/research/for_researchers/researchdata/node/34680) (https://www.nmbu.no/en/research/for\_researchers/researchdata/node/34680).

For PhD candidates who are doing their PhD as part of a position at an institution or a company other than NMBU, it can be agreed that this institution are responsible for storing the research data.

Please mark off one of the following:

[ ]  The PhD candidate is doing his or her PhD as part of a position at NMBU (as an NMBU employee), or as a PhD student financed by an international scholarship programme (e.g. Quota scholarship, NORHED). Research data are to be stored at NMBU.

[ ]  The PhD candidate is doing his or her PhD as part of a position at an institution or a company other than NMBU. Research data are to be stored at NMBU.

[ ]  The PhD candidate is doing his or her PhD as part of a position at an institution or a company other than NMBU. This institution is responsible for storing research data underlying the results and conclusions presented in the doctoral thesis. The NMBU guidelines for storage of research data describe the data which are to be stored. The research data must on request, be available to NMBU.

1. Publication

No restrictions may be placed on public disclosure or publication of results that are part of the PhD work, with the exception of a postponement of publication agreed in advance. Public disclosure / publication may be postponed if the PhD contract period is fully or partly funded by an external party, in order to allow the external party to make decisions relating to patenting / commercialisation.

Any agreements to postpone the time of public disclosure/publication shall not exceed four months.

*Author addresses:*

[The NMBU guidelines for the use of uthors’ addresses at NMBU](https://www.nmbu.no/en/research/phd/regulations_guidelines) (https://www.nmbu.no/en/research/phd/regulations\_guidelines). As a main rule the PhD candidate shall list NMBU and cooperating institutions, if any, as the author’s address on all lectures, articles, publications, presentations, posters etc. which constitute a part of the doctoral work.

*Authorship:*

[The Vancouver Recommendations](https://www.etikkom.no/en/library/practical-information/legal-statutes-and-guidelines/the-vancouver-recommendations/) must be followed.

1. Copyright and ownership of research results

13.1 Copyright

If the candidate is the sole author of the PhD thesis, he or she will have exclusive copyright to the work.

If the PhD thesis is composed of a collection of articles and a separate introductory section, the candidate will have exclusive copyright to those parts that are the result of the candidate’s independent creative effort.

Articles that have been written by several authors and in which the contributions of each author cannot be separately identified will be regarded as joint works. The authors will have joint copyright to such articles.

All scientific literary work resulting from the doctoral work can be used free of charge by NMBU in teaching or research activity.

**13.2 Ownership of research results**

Please mark off one of the following:

[ ]  The PhD candidate is employed by NMBU (cf. section 14 A).
All results, such as technical solutions, methods, documents, computer programmes, biological material or other material or products produced in connection with the doctoral work – hereinafter referred to as results – become the property of NMBU (cf. [NMBU’s Guidelines relating to the employer’s rights to work results](https://www.nmbu.no/en/research/for_researchers/research-administration/)). (https://www.nmbu.no/en/research/for\_researchers/research-administration).

[ ]  The PhD candidate is employed by another employer than NMBU (cf. section 14 B).

Any results the PhD candidate produces connected to the doctoral work will belong to the PhD candidate’s employer or the PhD candidate, depending on the conditions agreed upon between the two parties.

If the PhD candidate, or other employees of the PhD candidate’s employer, produce results in collaboration with supervisors who are employees of NMBU or other employees of NMBU, the ownership of these results will be divided between the PhD candidate’s employer and NMBU.

The share of ownership must be agreed upon in each case, based on each party’s contribution to the work. “Contribution” means both background knowledge on which the result is based and the intellectual contributions, work performed and equipment provided, as well as the financial contributions that have led to the result. Results that lead to patent inventions: the share of ownership to the invention must be decided in relation to which independent intellectual part the individual inventors have given to the invention, unless a separate agreement exists between the PhD candidate’s employer, any other external parties and NMBU.

[ ]  The PhD candidate is not employed by NMBU or by another employer in Norway (cf. section 14 C).
This applies, for example, to PhD candidates financed by Quota or NORHED scholarship, and other PhD candidates who do not have an employer. In such cases, ownership of the results shall pass to NMBU unless otherwise agreed.

 **Special cases: Intellectual property rights agreement**

 In special cases it may be expedient to regulate in detail the right to use background knowledge and/or future results in a separate intellectual property rights agreement. This may be done prior to, or during, the PhD period. The NMBU Research department can assist and advise in such matters, and may help draw up an agreement. Contact: vegard.arnhoff@NMBU.no.

**Duty to report patentable inventions**

Pursuant to the Act respecting the right to employee’s inventions, PhD candidates who are employed by NMBU are obliged to notify NMBU of any patentable inventions made in connection with their PhD work. If the candidate is in doubt as to whether or not a result is patentable, he/she must report it in any case.

 A PhD candidate who are employed by an institution or a company other than NMBU have the same duty to notify his/her employer. NMBU must always be informed upon notification of inventions connected with PhD work.

**14 Employment, funding**
Please fill in either A, B or C:

|  |
| --- |
| 1. **The PhD candidate is during the contract period *employed by NMBU***
 |
| Research fellow: |[ ]  Other position, please specify: |  |
| The position is financed as follows (cf. list below): | 1[ ]  3 [ ]  5 [ ]  6 [ ]  |
| If 5 or 6, please state the source(s): |  |
| 1. **The PhD candidate has during the contract period *an employer in Norway other than*  *NMBU***
 |
| Research fellow: |[ ]  Other position, please specify: |  |
| Employer: |  |
| The position is financed as follows (cf. list below): | 2 [ ]  3 [ ]  4 [ ]  5 [ ]  6 [ ]  |
| If 5 or 6, please state the source(s): |  |
| 1. Research scholarship/NMBU scholarship (financed by the Ministry of Education and Research)
2. Scholarship from employer
3. Project funds from the Research Council of Norway
 | 1. Industrial PhD (Research Council of Norway)
2. Scholarship from a public administrative body, organisation/enterprise that is not the employer
3. Other funding
 |

For both options (A and B) is the employment relationship is regulated by the employment contract.

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| --- |
| 1. **The PhD candidate has during the contract period *no employer in Norway***
 |
| The PhD education is financed as follows (cf. list below): |   |

For example: Quota Scheme scholarship (from the Norwegian State Educational Loan Fund - Lånekassen), NORHED scholarship (from The Norwegian Programme for Capacity Development in Higher Education and Research for Development), NordForsk PhD Programme scholarship, self-financed.

1. Residence obligation – obligation to have a place of work at NMBU and / or
by a collaboration partner

# PhD candidates *employed by employers other than NMBU (section 14 B),* may be subject to a residence obligation. The main purpose of the residence obligation is to ensure that the candidate is included in an active research community at, or affiliated with, NMBU. The candidate can fulfil the residence obligation by having a place of work outside of NMBU *only if the candidate is included in the supervisor’s research community.*

|  |  |  |  |
| --- | --- | --- | --- |
| If the candidate is subject to a residence obligationit must be complied with as follows (enter rows if necessary): | From date | To date | Or: % ofworking year |
| Place of work at: NMBU | From date |  To date |  |
| Place of work at: | From date |  To date |  |

# Work dutiesCf. the PhD contract section 4.

|  |  |  |  |
| --- | --- | --- | --- |
| The PhD candidate has work duties: | Yes [ ]  No [ ]  | If yes, state the work duties’ share of total working hours (%): |  |
| Work duties will be carried out at faculty/institution: |  |

1. Funding plan

Please mark off one of the following:

[ ]  The funding plan is presented in the table below

[ ]  The funding plan is already submitted along with the project description

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Budget****in NOK 1000:**  | **1. year** | **2. year** | **3. year** | **(4. year)** | **In total** | **Paid by / covered by** | **% out of total** |
| Salary/scholarship |       |       |       |       |       |       |  |
|  |       |       |       |       |       |       |  |
| Operating funds |       |       |       |       |       |       |  |
|  |       |       |       |       |       |       |  |
| **In total** |       |       |       |       |       |       |  |

1. Infrastructure

The following infrastructure elements are necessary for completion of the PhD programme and will be available during the contract period (further elements to be added if relevant):

|  |  |  |
| --- | --- | --- |
| **Infrastructure element:** | **Detailed description (if relevant):** | **Will be made available by:** |
| Office / standard equipped workplace |  |  |
| Material |  |  |
| Equipment |  |  |
| Other facilities(e.g. lab, workshop) |  |  |

NB! External party offering infrastructure must be part of this PhD contract (cf. section 3).

1. Disputes

Disputes concerning the PhD candidate and supervisors’ academic rights and obligations under this contract shall be dealt with and settled by the faculty in question. The contract is governed by Norwegian law. Endeavours shall be made to resolve any disputes between NMBU and an external institution through negotiations. If negotiations fail to resolve the dispute, it may be brought before Oslo District Court.

1. Additional provisions

The parties have agreed to contractually regulate the following issues 3):

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|  |

3) Refer to appendices, if applicable. This applies if the parties have entered into e.g. an institutional collaboration agreement/consortium agreement, or an intellectual property rights agreement. Agreements of this kind are to be included as part of this contract and it is assumed that the parties are familiar with them.

In case the existing agreements with external parties are in conflict with the PhD contract, they must be clarified prior to entering into the PhD contract. Please contact the NMBU-dean, or Senior Advisor at the NMBU Research department, Vegard.Arnhoff@nmbu.no.

**This agreement is based on the current rules and regulations for PhD studies at NMBU.**
Particular reference is made to the [Regulations for the PhD degree, adopted by the NMBU Board](http://www.nmbu.no/en/research/phd/regulations_guidelines).

A prescribed form must be used for any extension of the contract period, see section 4. If other significant changes to the terms and conditions occur, a new contract must be drawn up and approved by the faculty to which the candidate is affiliated. The original documents must be filed at the faculty in question, and copies sent to the PhD candidate, supervisors and any external institution(s). A scanned copy is to be be filed in P360.

1. Signatures

The parties to the contract confirm that they have read and understood the prevailing regulations for PhD education at NMBU and are aware of the obligations involved in this contract:

|  |  |
| --- | --- |
| Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PhD candidate | Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Main supervisor |
|  | Signed by (name): |
| Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-supervisor | Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-supervisor |
| Signed by (name): | Signed by (name): |
| Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-supervisor | Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-supervisor |
| Signed by (name): | Signed by (name): |
| Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_On behalf of the faculty  | Date and signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_On behalf of external institution |
| Signed by (name): | Name and position: |