**Guide to agreement template regarding student participation in research projects.**

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| **The template should be used when:*** + NMBU involves a student in a research project related to his/her thesis with a need for regulating the ownership of the results and for reasons of confidentiality.
	+ The project is defined as a collaborative research project and the project’s agreement states that NMBU is the rightful owner of any results made by NMBU.

**The template must not be used in connection with:*** Commissioned research projects. These are projects where NMBU receives support (payment) by an external commissioning party with requirements for counter-performance. Generally, students do not participate in these kind of projects.

**This template is based on:*** The Copyright Act [Lov om opphavsrett til åndsverk mv.] (last updated 20.12.2018 with effect from 01.10.2015)
* The Act respecting the right to employees’ inventions [Lov om retten til oppfinnelser som er gjort av arbeidstakere] (last updated 01.10.2015 with effect from 19.06.2015)
* The Act relating to Universities and University Colleges [Lov om universiteter og høyskoler [ (laid down by the Ministry of Education and Research, last updated on 12 December 2008 with effect from 1 January 2009)
* Circular F-20-07 from the Ministry of Education and Research "Reglement om statlige universiteter og høgskolers forpliktende samarbeid og erverv av aksjer" ("Regulations regarding binding collaboration and acquisition of shares by State universities and university colleges")
* The Research Council’s "Prinsipper for Norges forskningsråds rettighetspolitikk" (2008) ("Principles for the Research Council of Norway’s Policy on Intellectual Property Rights")
* NMBUs “Guidelines for administration of intellectual property rights and physical material in third party relationships”, enacted by the University board, last updated 12.06.2014
* NMBUs «Guidelines relating to the employer`s right to work results», enacted by the University Board, last updated 11.09.2017
* «Rules for distribution of net income from commercialization at NMBU”, enacted by the University Board, last updated 11.09.2017

**Information:*** The grey parts of the agreement are to be filled in. The template is not to be altered. Any alterations must be approved by the dean in cooperation with the legal advisers at the Research Support Office.
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**AGREEMENT**

**regarding student participation in a research project**

«[Name of research project]»

hereinafter referred to as «the **Project**»

**1 Parties**

The following Parties hereby enter into an Agreement regarding the following student’s participation in the Project:

Student’s name:

Student number:

Program:

Thesis title:

Hereinafter called «the **Student**»

and

the Norwegian University of Life Sciences

by/ [faculty and institute]

[The NMBU staff who is responsible for the Student’s involvement in the Project, insert tutor/supervisor or project manager.]:

Hereinafter called “**NMBU**”

The Student and NMBU are hereinafter, jointly or individually, referred to as “**Parties**” or “**Party**”

**2 The Agreement - purpose and scope**

The Student will participate in the Project in connection with his/her thesis and/or other study- or teaching related activities.

A prerequisite for participation in the Project is that the Student enters into this Agreement regarding his/her participation in a research project. This Agreement governs the Students’ obligations for participation in the Project and the rights of the Parties.

This Agreement includes NMBU’s IPR-regulations applicable at all times.

* + NMBU’s «*Guidelines for administration of intellectual property rights and physical material in third party relationships*», enacted by the University Board, last updated 12.06.2014
	+ NMBU’s «*Guidelines relating to the employer`s right to work results*», enacted by the University Board, last updated 11.09.2017
	+ «*Rules for distribution of net income from commercialization at NMBU*», enacted by the University Board, last updated 11.09.2017

**3 The Student’s obligations**

 The Student is obliged to participate in the Project as instructed by the main tutor/supervisor and/or the project manager and to comply with applicable laws and regulations.

 The Student shall forthwith notify NMBU with regard to any circumstances that may affect his/her participation in the Project.

NMBU’s «*Guidelines relating to the employer`s right to work results» and «Rules for distribution of net income from commercialization at NMBU*» shall apply to the Student as it applies to employees at NMBU.

 The Student must familiarize him/herself with, and comply with, NMBU´s “Guidelines for handling research data”. The Student must further familiarize him/herself with the agreements that apply to the Project. Any questions should be directed to the main supervisor or project manager.

**4 Transfer of results and rights to NMBU**

**4.1 The main rule**

The main rule is that the Student owns his/her own results.

**4.2 Background**

Cf. NMBU’s «*Guidelines relating to the employer`s right to work results*».

 NMBU shall “disseminate knowledge of the institution's activities and promote the understanding and application of scientific methods and results in public administration, cultural life and business and industry” cf. section 1-1 of the act relating to Universities and University Colleges. If NMBU is to fulfil this responsibility in an adequate and effective manner, the results created at NMBU must be the property of NMBU.

If NMBU is to meet its obligations in projects with third parties, NMBU must be entitled to manage the work results that are brought into and created in projects with third parties. Such administrative rights are mostly practically exercised through right of ownership.

The Research Council of Norway has adopted principles under which ownership is to be transferred from employees to the research institution. Such a condition is also a prerequisite for participation in EU research programmes.

Work results and rights that the Student creates or develops in connection with the research project can, for instance, be (the list is not exhaustive):

* Patentable inventions,
* Work results that may form the basis for the registration of trademarks or designs,
* Non-patentable technology (non-patentable inventions and other solutions and principles; know-how, including trade secrets, technical, scientific and commercial information and business concepts),
* Databases
* Computer programs, algorithms, source codes etc.
* Any material product (organic, inorganic or biological material), including substances, organisms and crops, and materials – hereinafter referred to av physical objects,
* Drawings, illustrations, photographs and film,
* Research data created by the Student.

Based on the above, it is essential that the Student transfers the results he/she generates to NMBU.

NMBU owns 50% of Ard Innovation AS (NMBUs Technology Transfer Office) whose mission is to commercialize research results produced by NMBU. Ard Innovation AS is operating on behalf of NMBU at commercialization.

**4.3 Exception for copyright of thesis**

NMBU will not claim ownership rights to the Student’s traditional academic works. For the purpose of these regulations, “academic works” means e.g. textbooks, scientific articles and thesis.

**4.4 Conditions that can give ownership rights to results**

Participation in the Project does not automatically grant ownership rights of results. It is the Student’s independent intellectual and/or concrete contribution that will determine whether the Student will be considered to have generated ownership rights to a result alone or in collaboration with NMBU’s employees or external parties. It is the relevant IPR-regulation that will determine whether the Student will be considered as the owner to e.g. the design, trademark, patent or copyright.

**4.5 Registration of results with commercial value**

 The Student is obliged to report to Ard Innovation AS all results that may have a commercial value without undue delay and latest 30 days prior to the publication of the thesis.

[Insert main tutor/supervisor and/or project manager] is obliged to report to Ard Innovation AS all results generated by the Student that may have a commercial value without undue delay and latest 30 days prior to the publication of the thesis.

Should the Student and/or the tutor/supervisor be in doubt as to whether the results are entirely or partly suited for reporting on the basis of the commercial value of the results, the question shall be presented to NMBU and the registration form shall be submitted to Ard Innovation AS.

The registration form can be found on Ard Innovation AS’ webpage, ardinnovation.no.

**4.6 Transfer of results and rights to NMBU**

Ard Innovation AS, on behalf of NMBU, may acquire ownership rights to all results and rights created or developed by the Student in connection with the thesis or in his/her participation in the Project at NMBU.

Ard Innovation AS will acquire the ownership rights to results and rights which they consider having commercial potential of a certain size. Ard Innovation AS shall inform the Student in writing within 4 months after having received the registration form whether they will acquire the ownership rights of the reported results and rights.

1. **Rules for distribution of net income from commercialization at NMBU**

In case of any income from commercialization NMBU’s «*Rules for distribution of net income from commercialization at NMBU*» will apply. These rules apply for the Student.

**6 Confidentiality**

 The Student undertakes to not disclose any confidential information that he/she receives from [insert the date equal to the date in the Project agreement] while participating in the Project.

 The Student is obligated to comply with the same rules of confidentiality as applies to the Project.

[Please choose between option 1 or 2]

 Option 1: The rules of confidentiality are as follows:

 [Insert the rules of confidentiality from the agreement in the Project]

Option 2: The rules of confidentiality are included in the agreement and are part of this Agreement (Appendix 1).

 The Student shall not include confidential information in the thesis.

**7 Postponed publication of thesis**

In special cases the publication of the thesis can be postponed for a maximum period of five years. If the thesis contains results to be commercialized, there may be a need to postpone the publication of the thesis. Ard Innovation AS will provide information if there is a need to postpone the publication of the thesis to secure the commercialization.

A separate agreement between the Student and NMBU is to be entered in case the thesis is to be postponed. Such agreement is to be made with a set form and contain information about the duration and reason for postponement. The agreement is to be signed by all parties and shall be enclosed with the thesis by submission.

The Parties encourage as much transparency as possible. Any postponements should be as short as possible and temporary secrecy should only apply for the parts of the thesis that are necessary to omit.

**8 Validity, duration and jurisdiction of the Agreement**

 The Agreement enters into force from the date which it has been signed by both Parties.

 The terms of the Agreement shall continue until participation in the Project has ended.

 The provisions in section 4 – 6 shall remain in effect after the termination of the Agreement.

 The Agreement shall be construed in accordance with and governed by the laws of Norway. Attempts shall be made to resolve any disputes that may arise in connection with, or as a result of, this Agreement amicably through negotiation between the Parties. In the event such attempts do not succeed within one month after negotiations have been requested, the dispute may be brought before the Oslo district court.

**9 Signature**

This Agreement is to be signed in two copies, where each of the Parties will keep one copy.

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| **Signatures** |
|  | Date: | Signature: |
| The Student |   |  |
| [Insert name of main tutor/supervisor or project manager at NMBU] |   |  |
| [Insert name of the Dean or the authorized representative by the Dean] |   |  |

[If option 2 is chosen please insert

**Appendix 1: Project agreement**]