# **AGREEMENT**

**Collaboration with a company or external party on a degree thesis.**

## 1. Student

|  |
| --- |
| **Student:** |
| Student’s name: |   |
| Student number: |   |
| Study program: |   |
| Thesis title: |   |
| Main supervisor at NMBU: |   |

## 2. Company/external party and its duties

|  |
| --- |
| **The company the student collaborates with for the thesis:**  |
| Name of the company/external party: |   |
| Start date – end date for the collaboration: | Start date: End date:  |
| Contact personThe company's contact person (the contact person must have the necessary supervision competence and must provide the student with sufficient supervision in collaboration with the supervisor at the university): |   |
| Budget/expensesThe thesis is performed as part of the study, and the student will not receive salary or similar remuneration from the company. Describe expenses covered like travel, analyses, other: |   |

## 3. The rights of the parties

The parties are responsible for clarifying any intellectual property rights that a third party (who is not a party to the agreement) may have to the project background before use in connection with the completion of the thesis.

**a) Student**

The student has property rights, including copyright, to the thesis. All intellectual property rights to the results of the thesis created by the student alone through the thesis work are owned by the student with the reservations that follow from points b) and c) below.

The student has the right to enter into a separate agreement with NMBU on the publication of their thesis in NMBU's institutional archive on the internet. The student also has the right to publish the thesis or parts of it in other contexts if no restrictions on the right to publish have been agreed upon in this agreement, cf. section 4.

**b) Company**

Where the thesis is based on, or further develops material and / or methods (project background) owned by the company, the project background is still owned by the company. Utilization of the further development, which includes the project background, presupposes that a separate agreement is entered into between the student and the company.

The company shall have the right to use the results of the thesis (of any nature and whether they are patentable or not) in its own business if the utilization falls within the company's business area. This presupposes that the student receives reasonable remuneration. Reasonable remuneration shall be interpreted in accordance with the content of the term in the Copyright Act (åndsverksloven) section 69. The content of the «company's business area» shall be interpreted in accordance with the content of the term in the Employee Inventions Act (arbeidstakeroppfinnelsesloven) section 4.

Use of the result of the thesis outside the company's business area, cf. the section above, presupposes that a separate agreement is entered into between the student and the company.

**c) NMBU**

The submitted copies / files of the thesis with attachments, which are necessary for assessment and archiving at NMBU, belong to NMBU.

## 4. Postponed publication of the degree thesis for a limited period

Degree theses at NMBU shall, as a general rule, be public. A possible postponement period for publication must be as short as possible. If an agreement has been entered into for deferred publication at the start of the work on the thesis, the parties should make a new assessment before the thesis is submitted.

Degree theses with postponed publication cannot be accessed, nor can they be made available in electronic publishing archives (such as Brage) or otherwise made available, published, or utilized during the period of the postponement.

An application can be made for a postponement of the publication of a degree thesis for a period of up to five years. A postponement beyond five years is approved by Rector after submitting a well justified application. An application for continued postponement can only be processed towards the end of the five-year period.

Even if the thesis is subject to postponed publication, the company must facilitate that the student can use all or part of the thesis in connection with job applications as well as continuation in a doctoral thesis.

In the event that the thesis is subject to postponed publication, the form *Agreement – Postponed publication of the degree thesis for a limited period* must be submitted.

|  |
| --- |
| **Postponed publication of the degree thesis for a limited period:** |
| Shall the thesis be subject to postponed publication: | Yes [ ]  No [ ]   |
| If yes is the *Agreement – Postponed publication of the degree thesis for a limited period* signed: [ ]  |

## 5. Confidential degree thesis

The student shall treat confidential information[[1]](#footnote-1) the student receives from the company confidentially and shall not share the information with third parties without the company's written consent. The information shall only be used to assess, prepare and complete the student's thesis. If one of the parties so requests, all supporting material must be shredded after the thesis has been submitted.

Companies must have the opportunity to read the degree thesis before publication to ensure that the thesis does not contain confidential information about company products and systems that are relevant to competitors and other stakeholders.

Degree theses that contain information subject to a statutory duty of confidentiality, pursuant to the to Act relating to procedure in cases concerning the public administration to [Act relating to procedure in cases concerning the public administration](https://lovdata.no/NLE/lov/1967-02-10) (the Public Administration Act), cannot be accessed, nor can they be made available in electronic publishing archives (such as Brage) or otherwise made available, published or utilized.

|  |
| --- |
| **Confidential degree thesis:** |
| Is the degree thesis confidential: | Yes [ ]  No [ ]   |
| If yes is the *Agreement - Confidential degree thesis* signed: [ ]  |

## 6. Obligation to notify processing of personal data

If the thesis includes collecting, registration, processing or storing personal data - obligations to notify the Data Protection Service (NSD) probably apply and a notification form must be submitted.

## 7. The agreement

This Agreement, *Collaboration with a company or external party on a degree thesis*, shall prevail over other agreements that are or will be created between the parties in this contract.

In the event that the parties also enter into *Agreement on postponed publication of thesis* or *Agreement on Confidential Degree*, that agreement shall prevail in case of conflict. An agreement of postponed publication or a confidential degree must be attached to this agreement.

Any disagreement as a result of this agreement shall be resolved through negotiations. If this does not succeed, the parties agree that the dispute will be decided by the Oslo District Court.

## 8. Comments

|  |
| --- |
| **Comments to the agreement** |
|   |

## 9. Signature

Each of the parties must each have a copy of the signed agreement.

|  |
| --- |
| **Signatures**  |
|  | Date: | Signature: |
| Student |   |  |
| For the company |   |  |

|  |
| --- |
| **NMBU – confirming that the agreement has been established between the parties** |
|  | Date: | Signature: |
| For NMBU |   |  |

*The faculty archives approved contracts in the student (s)'s student portfolio (s) in P360.*

1. Confidential information may be: Any information, including written, oral, electronic and visual, about the company's data, knowledge, products and technology. [↑](#footnote-ref-1)