

AGREEMENT RELATING TO INCLUSION IN THE ORGANISED TRAINING OF RESEARCHERS

AT THE UNIVERSITY OF BERGEN

INTRODUCTION

This Agreement is pursuant to the Norwegian Council for Higher Education's Standard Regulations for the degree of Philosophiae Doctor (PhD) of 17 June 2003, Section 6, where it is stipulated that admission to a doctoral program shall be formalized through a written agreement. The Selection Agreement is common to the whole university, and shall ensure that the doctoral student is a regular participant in an active research environment. It shall also guarantee that adequate provisions are made to enable the student to complete his/her program of education in the specified period of time.

This Selection Agreement has been drawn up in accordance with those pieces of legislation and regulations which relate to the training of researchers (the Act relating to universities and colleges of 1995, the University of Bergen's rules relating to the degree of Philosophiae Doctor of 12 June 2003, with the adjustment of 21 October 2004, the Civil Service Act and its accompanying regulations and the Public Administration Act) and refers to the current provisions contained in the regulations.

The Selection Agreement consists of three parts:

Part A, General part, to be filled in for all candidates who have been accepted to participate in a training programme for researchers. The contractual parties in Part A are the PhD candidate and the institution at the faculty and institute/basic unit.

Part B, Agreement relating to professional supervision in respect of the training of researchers, shall be filled in for all candidates who have been accepted to participate in a training programme for researchers. The contractual parties in Part B are the PhD candidate, the supervisor(s) and the basic unit/institute.

If a candidate has several formal supervisors, Part B of the Agreement shall be entered into in respect of all supervisor combinations.

Part C, Agreement between external institutions and the university relating to the implementation of training for researchers, to be filled in only for those candidates who either receive external funding, or who are working for an institution other than the researcher training institution to which the candidate is associated. This Agreement can also be used for candidates who work at an institute/faculty/institute centre other than the one to which the candidate is associated through Part A of the Selection Agreement. Candidates funded by The Norwegian Research Council, Helse Vest or Norwegian Cancer Society do not have to fill in part C of the agreement.

If a candidate is associated with two external institutions, an external funding institution and an institution providing a place of work, an agreement shall be entered into for each of any such external parties.

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THE AGREEMENT CONSISTS OF PARTS A, B AND C

PART A: GENERAL PART

SECTION 1 OBJECT

This Agreement shall apply to candidates who have been accepted to participate in the organised training of researchers following individual decisions made by the Selection Committee. The object of the Agreement is to secure the completion of the training of researchers, and the rights and obligations of the regular parties during implementation, within the framework of legislation, regulations and the selection resolution.

SECTION 2 SELECTION RESOLUTION

The Agreement has been entered into between:

Candidate: _____

who _____(date) has been included in the PhD study

at _____/(institution and faculty)

_____ (basic unit)

SECTION 3 DURATION OF THE AGREEMENT

The Agreement applies w.e.f. _____ until _____.

The period covered by the Agreement shall be extended automatically for leave which is supported by legislation, the main collective wage agreement or the main agreement relating to state employees. For candidates linked to the quota programme or to the NUFU, the period covered by the Agreement shall be regulated in accordance with special agreements.

In special cases the Agreement may be terminated before the agreed date, c.f. Section 5 of the regulations relating to PhD degree.

SECTION 4 PLAN FOR TRAINING MODULE AND THESIS

The training plan for researchers is to be found in those requirements specified in the regulations relating to PhD degrees at the University of Bergen, the current training plan for researchers and the candidate's own approved plan for the training module and research work (the selection resolution).

Any amendments to the candidate's approved plan for the training module or research work/project shall be presented the department for written approval.

SECTION 5 TRAINING SUPERVISION

A separate agreement shall be entered into relating to professional supervision during the training of researchers, cf. Part B. Any amendments to the Supervision Agreement will be shown in Part B.

SECTION 6 FUNDING AND APPOINTMENTS DURING THE TRAINING OF RESEARCHERS

The training of researchers shall be implemented in conjunction with the funding and appointment terms and conditions specified below:

Funding (tick off): *Appointment:* *Scholarship/loan:* *Private funding:*

The candidate has been funded by (institution/funding source): _____
for the period commencing _____ until _____.

Funding-related conditions, if relevant: _____
_____.

Appointment to post (tick off): without duties: with duties:

The candidate has been appointed to a post as: _____
at _____ (institution).

Conditions relating to appointments with duties:

Duties to be undertaken at: _____ (place of work)

Duties undertaken as a percentage of working hours: _____ %

Other appointment-related conditions: _____.

Where an appointment has been made to a post and the university is the employer, a separate agreement shall be entered into which regulates the working conditions. Otherwise the guidelines relating to appointments to posts as scholarship holders at universities and colleges, determined by the Ministry of Cultural and Scientific Affairs on 10 June 2003 and its supplementary provisions shall apply. For candidates linked to the quota programme, to the NUFU or the Eastern Europe programme, or to NORAD, specific guidelines apply.

SECTION 7 PLACE OF WORK

The candidate shall be provided with a place of work at _____
(institute/basic unit/external institution).

SECTION 8 EQUIPMENT

The candidate shall have at his/her disposal the necessary equipment for undertaking the research project, as specified in the regulations relating to the PhD degree.

The university shall enter into special agreements relating to the right to use equipment by candidates who received external funding or who work outside the institution. The obligation of the university/external institution to make any necessary equipment available to such candidates is shown in Part C.

The university shall enter into special agreements with funding sources/units and/or anyone making a job available, in respect of other special operating expenses, see Part C of this Agreement.

Other special conditions: _____

SECTION 9 FINAL PROVISIONS

This Agreement has been entered into within the framework of those rules which relate to the training of researchers at any one time. The parties have each received an original copy of the Agreement. The university's original copy shall be filed at the faculty.

_____, date ____/____ 20____.

PhD candidate

head of Department

University of Bergen atfaculty

AMENDMENTS TO AND PRECISE DEFINITIONS OF THE AGREEMENT

The following amendments/precise definitions have been included in the Agreement:

_____, date ____/____ 20____.

PhD candidate

Head of Dept.

faculty

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PART B: AGREEMENT RELATING TO PROFESSIONAL SUPERVISION IN RESPECT OF THE TRAINING OF RESEARCHERS

If the candidate has appointed more than one supervisor, this form shall be signed by all the supervisors concerned.

SECTION 1 OBJECT

This Agreement relates to the supervision of a research project the following candidate:

and professional follow-up of the agreed plan relating to the training of researchers (cf. Section 4 of Part A).

The Agreement determines the rights and obligations of the parties in respect of supervision during the period covered by the Agreement.

SECTION 2 CONTRACTUAL PARTIES

The contractual parties are the PhD candidate, the supervisor(s) and the institute/basic unit.

The appointed main supervisor during the period covered by the Agreement is:

_____ (name)

_____ (from basic unit/institution)

The appointed internal joint-supervisor(s) during the period covered by the Agreement is/are: _____ (name)

_____ (from basic unit/institution)

Appointed external supervisor(s) during the period covered by the Agreement is/are:

_____ (name)

_____ (from basic unit/institution)

SECTION 3 TRAINING PLAN

Supervision is based on a plan for the training of researchers, included in the candidate's application for selection.

SECTION 4 DUTY TO REPORT AND PROVIDE INFORMATION

The candidate and his/her supervisor shall mutually undertake to keep each other informed about all matters which could have a significant bearing on the implementation of super-

vision. The parties shall undertake to actively follow up any matters which could result in the possibility of supervision not being undertaken as agreed, as specified in § 4.4 in the PhD regulation.

The candidate shall undertake to submit progress reports in accordance with the provisions contained in the PhD regulations.

SECTION 5 THE DUTIES OF THE CANDIDATE AND THE SUPERVISOR

The supervisor shall provide advice concerning the formulation and delimitation of the thesis and research questions in the research project which constitutes the basis for the research programme, and together with the candidate, shall consider which hypotheses and methods may be suitable. The supervisor shall also help the candidate find specialist literature and basic data sources (libraries, archives, etc.), and discuss the plan and execution of the paper (outline, writing style, documentation etc.)

The supervisor undertakes to monitor the progression in the candidate's work and to assess this in relation to the work schedule, as well as to discuss the candidate's results and how these should be interpreted. The supervisor shall also assist in introducing the candidate to relevant academic environments and provide guidance on questions of research ethics related to the dissertation.

The supervisor may be co-author of parts of the dissertation when this is contributory to the candidate's efforts and is in keeping with the rules in force on co-authorship in the academic field in question and with the principles of research ethics.

The doctoral candidate undertakes to submit drafts of parts of the dissertation to his/her supervisor, every six months at least, in accordance with what has been agreed under § 4.4. Parts of the dissertation may also be presented in connection with a seminar.

The candidate shall also inform his/her supervisor of practical matters which are of considerable importance for the progression of the doctoral degree project and/or for the research programme.

In his/her work, the candidate also undertakes to comply with the ethical standards in research which apply to the academic field in question.

SECTION 6 PhD PROJECTS INVOLVING SEVERAL RESEARCH GROUPS, FACULTIES OR DEPARTMENTS

When work on a PhD thesis involves several professional circles, or when different professional circles serve as the place of work at which work on the thesis is carried out, professional credits and any financial outgoings incurred by the individual professional circles shall be incorporated in a separate agreement.

The following distribution shall be used as a basis when entering into the Agreement:

Professional circle/institute	% creditation

The final distribution shall be shown on the candidate's application for presenting himself/herself for the PhD exam.

SECTION 7 FINAL PROVISIONS

This Agreement (Part B) has been entered into within the framework of current rules and guidelines relating to the training of researchers. The original agreement documents shall be filed at the faculty.

_____, date ____/____ 20____.

_____ PhD candidate	_____ Main supervisor	_____ basic unit/institute
	_____ Joint-supervisor	_____ basic unit/institute
	_____ Joint-supervisor	_____ basic unit/institute

AMENDMENTS TO AND PRECISE DEFINITIONS OF THE AGREEMENT

The following amendments/precise definitions have been included in the Agreement:

_____, date ____/____ 20____.

_____ PhD candidate	_____ Main supervisor	_____ basic unit/institute
	_____ Joint-supervisor	
	_____ Joint-supervisor	

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PART C: AGREEMENT BETWEEN EXTERNAL INSTITUTIONS AND THE UNIVERSITY RELATING TO THE IMPLEMENTATION OF TRAINING FOR RESEARCHERS

If cooperation has been entered into with two external institutions (a funding institution and an institution providing a place of work), an agreement shall be entered into for each of the institutions concerned.

SECTION 1 CONTRACTUAL PARTIES

This Agreement has been entered into between:

the University of Bergen (hereafter referred to as **the University**)

PhD candidate

and

(external institution, company, hereafter referred to as **the External Party**)

It is assumed that **the External Party** is familiar with Part A and Part B of the Agreement.

SECTION 2 OBJECT AND DURATION OF THE AGREEMENT

The object of this Agreement is to ensure that the PhD candidate possesses satisfactory working conditions for the implementation of his/her training for researchers and thesis. The Agreement determines the parties' respective rights and obligations during the period covered by the Agreement.

The plan relating to training and the thesis is contained in Part A: General Selection Agreement.

This Agreement has the same duration as the Agreement entered into between the PhD candidate and the university (cf. Section 3 of Part A). The period covered by the Agreement may be reduced if the PhD candidate voluntarily concludes or is forced to conclude the university's organised training for researchers before the agreed date. In such cases each of the parties shall apply for the orderly winding up of their obligations to the other parties.

SECTION 3 COOPERATION BETWEEN THE PARTIES

The parties shall undertake to cooperate closely in connection with helping to facilitate the candidate's training for researchers as mentioned in Section 2. The parties shall mutually undertake to keep each other informed about all matters which could have a significant bearing on implementation. All matters relating to the parties' obligations, as laid down in Section 4, which could affect the implementation of the Agreement or the rights and obligations mentioned, shall be drawn to the attention of the other party as soon as possible.

The parties shall undertake to cooperate actively in order to find a solution to any problems which occur when the other party has been informed about any information and matters mentioned in the first subsection herewith.

SECTION 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

The University's rights and obligations are contained in the PhD regulations and in Parts A and B of the Selection Agreement.

The External Party shall undertake to *fund* the training for researchers and to ensure that the candidate has an adequate salary and employment conditions, so that the candidate will have an overall training programme which corresponds to the standard timeframe for the fulltime training of researchers, and so that the entire training programme constitutes at least 50% of the hours worked. **The external party** shall also undertake to offer the candidate a *place of work* with accompanying essential equipment. If the candidate is provided with a place of work at **the University**, the expenses incurred in this respect shall be included in the funding for the training for researchers. If a salary/scholarship for the candidate and operating assets are to be divided between the University of Bergen and the external party/parties, this shall be specified in this contract.

If **the External Party** provides the candidate with a supervisor during the period covered by the agreement, this shall be specified in the Selection Agreement, Part B.

SECTION 5 EQUIPMENT

The PhD candidate shall have access to essential equipment in order to undertake the research project, cf. Section 9 of Part A of the Agreement. A decision about what constitutes essential equipment, and the funding of such, shall be taken by the basic unit/faculty at **the University** in consultation with **the External Party** in connection with individual research projects. The basic unit(s)/institution(s) where the candidate works shall be responsible for complying with these obligations. **The University** and **the External Party** shall, if necessary, negotiate an agreement relating to the provision of extra funds for equipment and operating assets.

SECTION 6 SUPPLEMENTARY PROVISIONS

During the period covered by the agreement the candidate shall have his/her *place of work* at:

_____ (institution)

(department, basic unit, faculty)

During the period covered by the agreement the candidate will have a requirement for special operating expenses for the following purposes:

The total expenses incurred in respect of training for researchers are estimated to amount to NOK _____, of which _____ (**the External Party**) shall fund/make available NOK _____.

SECTION 7 RIGHTS RELATING TO THE USE OF RESULTS, ETC.

The University, the Candidate and the External Party shall enter into a separate agreement regulating the **External Party's** right to use the results of a PhD thesis.

The External Party may not stipulate conditions about the non-publication of either the whole thesis or parts of it.

No restrictions may be placed on the publication of a PhD thesis, except for agreeing in advance to delay the date of publication so that **the External Party** can make a decision about patenting/commercialisation.

SECTION 8 FINAL PROVISIONS

The parties may undertake amendments or make additions to this agreement in accordance with a written supplementary agreement. An attempt shall be made to resolve any disputes relating to misunderstandings in respect of this agreement by engaging in negotiations.

_____, date ____/____ 20____.

on behalf of **the University**

PhD candidate

on behalf of **the External Party**

AMENDMENTS TO AND PRECISE DEFINITIONS OF THE AGREEMENT

The following amendments/precise definitions have been included in the Agreement:

_____, date ____/____ 20____.

on behalf of **the University**

PhD candidate

on behalf of **the External Party**