

# AGREEMENT ON ADMISSION TO THE PHD PROGRAMME AT OSLO NATIONAL ACADEMY OF THE ARTS

Approved by rector and director 19.09.2018

## INTRODUCTION

This document is available in both Norwegian and English. In case of doubt about the meaning of the English translation, the original Norwegian document will be regarded as the authoritative version.

The admission agreement is based on the *Recommended Guidelines for the Doctor of Philosophy Degree (PhD)* approved by the Norwegian Association of Higher Education Institutions (UHR) on 29 April 2011 (updated and amended on 29 January 2015) and replaces the corresponding agreement from 2004. The purpose of the agreement is to supplement and specify in writing the decision on admission to a PhD programme taken by Oslo National Academy of the Arts. The admission agreement is used throughout Norway. The binding agreement between the parties aims to ensure that candidates admitted to a PhD programme have working conditions that enable them to complete the programme within the specified period of time.

The agreement is drawn up in accordance with the laws and regulations that apply to doctoral education; see the Act relating to universities and university colleges (the University and University College Act) of 2005 and the appurtenant regulations, in particular the Regulations concerning terms and condition of employment for the posts of *postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral research fellow), *vitenskapelig assistent* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on 31 January 2006, and the supplementary provisions that apply at any given point in time. The agreement is also based on other laws and regulations, including the Civil Service Act, the Public Administration Act, the Copyright Act and the Patent Act, as well as The Norwegian Qualifications Framework, UHR's Recommended Guidelines for the Doctor of Philosophy Degree and the Recommended Guidelines for Crediting Academic Publications to Institutions.

The agreement is intended to address and regulate the most crucial aspects of doctoral education. The agreement consists of three parts:

### **Part A. General terms and conditions**

This part is to be filled out by all candidates admitted to a PhD programme. The parties to the agreement in Part A are the doctoral candidate and Oslo National Academy of the Arts specifically the faculty and the department/unit with which the candidate is affiliated.

### **Part B. Agreement on academic supervision in PhD programmes**

This part of the agreement is to be filled out by all candidates admitted to a PhD programme. The parties to the agreement in Part B are the doctoral candidate, his or her supervisor and the relevant unit/department. Part B of this agreement is required for all candidate-supervisor relationships.

### **Part C. Agreement between an external party and the university or university college on completion of the PhD programme**

Part C of this agreement must be filled out for candidates with external funding and/or an external workplace. Candidates participating in the Industrial PhD scheme must also sign a separate cooperation agreement; cf. the guidelines from the Research Council of Norway.

If the candidate is affiliated with two or more institution, an agreement must be signed with each of the external parties.

# AGREEMENT ON ADMISSION TO THE PHD PROGRAMME

This agreement consists of Parts A, B and C.

## PART A: GENERAL TERMS AND CONDITIONS

### Section 1 Purpose

This agreement applies to all doctoral candidates admitted to a PhD programme through ordinary admission procedures. The purpose of this agreement is to ensure completion of the PhD programme by the candidate and to regulate the rights and obligations of the parties within the framework of the relevant laws and regulations and the specifics of the individual admission decision.

### SECTION 2 THE ADMISSION DECISION

This agreement is entered into between the doctoral candidate, hereafter referred to as “the candidate”, and the faculty and department/unit at the institution:

\_\_\_\_\_ (name)

has on \_\_\_\_\_ (date) been admitted to the PhD programme in artistic research in the arts \_\_\_\_\_

at \_\_\_\_\_ Oslo National Academy of the Arts

\_\_\_\_\_ (department)

### SECTION 3 DURATION OF THE AGREEMENT

This agreement is valid from and including (start of funding) \_\_\_\_\_

up to and including (end of funding) \_\_\_\_\_

The agreement period will be extended automatically for all leaves granted on the basis of Norwegian law, the current Basic Collective Agreement or the wage agreement for state employees.

Under certain circumstances, this agreement may be terminated prior to the specified date of conclusion, see Section 12.

### SECTION 4 REQUIRED COURSEWORK AND THE ARTISTIC PHD PROJECT

During the agreement period, the candidate is to complete a PhD programme consisting of required coursework and an artistic Ph.D.-project. The programme as a whole will culminate in the completion of an artistic Ph.D.-project with the following working title:

\_\_\_\_\_

The basis of the PhD programme consists of the formal admission decision, the requirements stated in or formulated in accordance with the institution's regulations for the PhD degree, an approved project description and a plan for the required coursework.

Changes or additions to the candidate's project description or plan for the required coursework are permitted, as long as these are not so substantial that the agreement no longer presents an accurate picture of the relationship between the parties, the funding situation, the content and progress of the research project, or other critical factors. If this is the case, the institution may demand that the agreement be terminated or replaced by a new agreement. Other, minor changes may be made without any amendment to this agreement. Minor changes must be documented in writing and stored in such a way that their connection with this agreement is clear and unambiguous.

The changes described in the paragraph above must be submitted to Oslo National Academy of the Arts (rector/director/head of research) for written approval.

## **SECTION 5 ACADEMIC SUPERVISION**

The doctoral candidate has the right and obligation to receive academic supervision during the agreement period. A supervision agreement must be signed between the candidate, the supervisor and the department. The supervision agreement is included in this agreement under Part B.

Any amendments to the supervision agreement must be made as described in Part B.

## **SECTION 6 FUNDING AND EMPLOYMENT**

The PhD programme will be carried out with the following funding and employment arrangements:

### **Employment and workplace:**

During the agreement period, the doctoral candidate will be employed at:

Oslo National Academy of the Arts, department XX

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During the agreement period, the doctoral candidate will have his or her workplace at (name of institution or enterprise):

Oslo National Academy of the Arts

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### **Funding:**

The doctoral candidate is funded by (institution/funding source):

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for the period stated in Section 3 above or for the following period:

From and including \_\_\_\_\_ up to and including \_\_\_\_\_

Conditions on the funding, if any: \_\_\_\_\_

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(If the conditions are stated in Part C of the agreement or in a separate document, please refer to this. If necessary, please attach the relevant document.)

**Appointment to a doctoral research fellowship position and terms of employment (to be completed for candidates employed in this type of position during the agreement period):**

The candidate is employed as a doctoral research fellow 1017 or doctoral research fellow 1378 at

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(employer institution)

**Terms of employment for those employed with a work requirement (if relevant):**

The work requirement will be carried out at: \_\_\_\_\_ (workplace)

The work requirement comprises the following percentage of the total work time: \_\_\_\_ %

Other terms of employment (e.g. residence requirement):

The candidate is normally obligated to be in residence at Oslo National Academy of the Arts, agreements can be reached for shorter or longer periods of external residencies (cf. Regulations pertaining to the PhD in Artistic Research at Oslo National Academy of the Arts, section 6 -1.)

**SECTION 7 AGREEMENT BETWEEN THE DEGREE-CONFERRING INSTITUTION AND AN EXTERNAL INSTITUTION OR ENTERPRISE**

When an external institution or enterprise contributes to the PhD programme by providing the candidate with a research fellowship, funding or workplace, Part C of the agreement must be filled out.

**SECTION 8 INFRASTRUCTURE**

The infrastructure needed to implement the PhD programme must be placed at the disposal of the candidate. It is the responsibility of Oslo National Academy of the Arts to decide what infrastructure is necessary for implementing the project.

If the doctoral candidate has external funding and/or an external workplace, an agreement on infrastructure and other operating costs must be signed between Oslo National Academy of the Arts and the external party. Additional provisions are to be stated in Part C.

The agreement referred to in the second paragraph above must be signed prior to the formal admission of the candidate or immediately thereafter.

Other special conditions: \_\_\_\_\_

## **SECTION 9 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)**

The provisions in this section must not be interpreted as conflicting with the Copyright Act of 12 June 1961 or its regulations.

If the candidate is the sole developer of the artistic PhD-project, he or she alone holds the copyright to the artistic PhD-project.

Contributions developed by more than one person where it is not possible to identify the individual's contribution, will be regarded as a joint work. The contributors to such work will hold a joint copyright.

The university/university college may make copies at no charge of those parts of the artistic PhD-project to which the candidate alone holds a copyright, as well as of other work resulting from the work involved in the artistic PhD-project and to which the candidate alone holds a copyright, for use in its own teaching and research activities. In the event of such use, the candidate must be notified well in advance. The candidate must be credited on each copy produced in accordance with legislation and best practice.

If the candidate makes a patentable invention in connection with the artistic PhD-project, written notification of the invention must be given to Oslo National Academy of the Arts without undue delay pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. In accordance with Section 4, cf. Section 6, first and second paragraphs of this same Act, the Oslo National Academy of the Arts may demand that the right to the invention be transferred from the candidate to the institution. If the invention results from cooperation with the supervisor, the candidate and the supervisor must identify their respective parts of the patentable invention.

Nonetheless, the candidate has the right to publish the invention on the conditions stated in Section 6, paragraph three, of the Act respecting the right to employees' inventions.

The right to publish in accordance with the previous paragraph also applies to the supervisor if the invention is the result of a cooperative effort, and the candidate's or a third party's rights do not prevent this.

No restrictions may be set on public access to or publication of an artistic PhD-project, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents; cf. Section 7, Part C.

When an artistic PhD-project is made publicly accessible or is published, Oslo National Academy of the Arts is normally credited if Oslo National Academy of the Arts has made a necessary and substantial contribution or laid a foundation so that the candidate could produce the published work. If the candidate has been employed at Oslo National Academy of the Arts while conducting the artistic research activity, this is regarded as a necessary and substantial contribution. Candidates who are employed by, and/or have an appointed supervisor(s) at, more than one institution or enterprise are subject to the provisions in Part 3, Section 7, last paragraph. Also see UHR's Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the duty to credit as stated in this paragraph must comply with the Recommended Guidelines for Crediting Academic Publications to Institutions.

## **SECTION 10 ETHICS AND INTEGRITY IN THE USE OF RESEARCH RESULTS, RESEARCH DATA, ETC.**

All use of results, data, etc. must be in accordance with legislation, applicable ethical guidelines, signed agreements, conditions established by committees on research ethics and other relevant bodies and must otherwise be in keeping with good research practice.

For results that are not, or that are not alone, regulated by provisions pertaining to copyrights, see the legislation on the relevant area.

## **SECTION 11 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS**

During the PhD programme, the candidate must submit a written report regarding his or her progress on an annual basis or at intervals set by the rules of the institution. The reports must be submitted for approval to Oslo National Academy of the Arts.

The supervisors must also submit a report as described in the previous paragraph. The main supervisor is responsible for ensuring that a collective report is submitted.

The parties have a duty to keep each other informed about all factors of significance for completion of the PhD programme. The parties must actively deal with any circumstances that could delay or prevent the candidate from completing the programme.

## **SECTION 12 TERMINATION PRIOR TO EXPIRY OF THE AGREEMENT PERIOD**

### **Voluntary termination prior to expiry of the agreement period**

The candidate and Oslo National Academy of the Arts may agree that the candidate's participation in the doctoral programme will be terminated prior to expiry of the agreement period. In the event of voluntary termination, all questions regarding the terms and conditions of employment, funding, rights to the use of the research results, etc. must be settled in a termination agreement.

If voluntary termination is due to the candidate's desire to change projects or transfer to a different doctoral programme, the candidate must reapply for admission on the basis of the new project.

### **Involuntary termination in the event of delay or lack of progress**

When one or more of the following conditions are present, Oslo National Academy of the Arts may decide to terminate a candidate's participation in the doctoral programme without the candidate's consent:

- A serious delay in completion of the required coursework.
- Repeated or serious violations of the candidate's obligations to provide information, meet commitments, and report on the project, including a failure to submit a progress report.
- A delay in the progress of the project that is of such a nature as to raise doubts about the candidate's ability to complete the project within the stipulated time period.
- Pursuant to these regulations, involuntary termination may be imposed only if the lack of progress or delay is due to circumstances over which the PhD candidate has control.

A decision to impose involuntary termination based on this section must be taken by the board of Oslo National Academy of the Arts. Complaints are to be handled by the joint appeals committee for student cases, cf. section 5-1 of the Act relating to universities and university colleges and regulations in accordance with this.

### **Involuntary termination in the event of cheating on examinations or tests during the PhD programme**

If it is found that a PhD candidate has cheated on examinations or tests during the PhD programme, Oslo National Academy of the Arts may decide to annul such examinations and tests, cf. section 4.7 of the Act relating to universities and university colleges. If the circumstance(s) are so serious as to constitute scientific misconduct, cf. section 4.13, first paragraph, of the same Act, cf. section 8 of the Act on ethics and integrity in research, second paragraph, the institution may decide to impose involuntary termination.

Decisions based on this paragraph are to be taken by the board of Oslo National Academy of the Arts. Complaints are to be handled by the joint appeals committee for student cases, cf. section 5-1 of the Act relating to universities and university colleges and regulations in accordance with this.

**Involuntary termination in the event of scientific misconduct**

If it is found that a PhD candidate is guilty of misconduct, cf. Section 4.13, first paragraph, of the Act relating to universities and university colleges, cf. section 8, second paragraph, of the Act on ethics and integrity in research, Oslo National Academy of the Arts may decide to impose involuntary termination.

A decision to impose involuntary termination on the basis of scientific misconduct is to be taken by the board of Oslo National Academy of the Arts or that entity determined by the board. Complaints regarding such decisions will be handled by the ministry or a special appeals committee appointed by the ministry.

**Termination and dismissal**

A PhD candidate may be dismissed from his or her position when there are proper grounds related to the institution's or PhD candidate's circumstances, c.f. sections 9 and 10 of the Civil Servants Act or section 15 of the Act regarding summary discharge.

**SECTION 13 CONCLUDING PROVISIONS**

This agreement is subject to the current rules for doctoral education. Each party has received one original of the agreement. Amendments to the agreement must be documented and stored in accordance with Section 4.

\_\_\_\_\_, the \_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

Candidate \_\_\_\_\_

Department \_\_\_\_\_

Oslo National Academy of the Arts \_\_\_\_\_

# AGREEMENT ON ADMISSION TO THE PHD PROGRAMME

The agreement consists of Parts A, B and C.

## PART B: AGREEMENT ON ACADEMIC SUPERVISION

**This agreement is to be signed by the candidate and all the supervisors.**

### SECTION 1 PURPOSE

This agreement applies to supervision of the artistic PhD-project with the working title:

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and academic follow-up of the PhD programme (cf. Part A, Section 4). This agreement specifies the rights and obligations of the parties involved in academic supervision during the agreement period.

### SECTION 2 PARTIES TO THE AGREEMENT

The parties to this agreement are the candidate, the supervisor(s) and the department.

The main supervisor during the agreement period is:

\_\_\_\_\_ (name)

\_\_\_\_\_ (from department)

The co-supervisors during the agreement period are:

\_\_\_\_\_ (name)

\_\_\_\_\_ (from unit/institution)

Any other co-supervisors and/or mentors: \_\_\_\_\_

\_\_\_\_\_

### SECTION 3 BASIS FOR THE PHD PROGRAMME

The project description and the plan for the required coursework serve as the basis for academic supervision; cf. Part A, Section 4.

### SECTION 4 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS

The doctoral candidate and the main supervisor have a duty to keep each other informed about all factors of significance for supervision. The parties must actively deal with any circumstances that could prevent the performance of supervision as agreed in Section 5 below.

The candidate and the main supervisor must submit progress reports as described in Part A of this agreement.

## **SECTION 5 OBLIGATIONS WITH RESPECT TO SUPERVISION**

The **academic supervisor** is to:

- give advice on formulating and delimiting topics and research questions;
- discuss and assess plans and methods for the artistic PhD-project;
- contribute to becoming acquainted with the relevant artistic practices and strands, literature and relevant data (library, archives, etc);
- stay informed as regards the candidate's progress and evaluate that progress relative to the plan for completion;
- help to introduce the candidate into relevant artistic/research environments;
- discuss the development of the artistic PhD-project;
- give advice on dissemination;
- provide the candidate with guidance in ethical matters related to the artistic PhD-project

The **main academic supervisor** must in addition:

- have the main responsibility for following up the candidate's artistic/academic development in accordance with the progress plan in accordance to the regulations in section 8-1;
- together with the department assure that the plans for presentation of the artistic PhD-project is planned in time for practical issues to be decided and necessary agreements made,
- make Oslo National Academy of the Arts aware that application for assessment is imminent in order for necessary preparations to begin, cf. regulations section 13-1
- normally recommend an application for assessment of the artistic PhD-project, cf regulations section 13-1
- propose members of the evaluation committee with qualifications in accordance with the regulations section 14. The proposal should be made in consultation with other supervisors and the department.

The candidate is to:

- keep tutors regularly briefed about the progress in the artistic PhD-project
- provide parts of the PhD-project to the supervisor as agreed and in accordance with the project description
- submit a yearly report on the progress in the PhD-project and the doctoral training
- complete the required coursework in accordance with the progress plan;
- uphold the ethical principles that pertain to his or her area of artistic research.

## **SECTION 6 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)**

If the candidate is the sole developer of the artistic PhD-project, he or she alone holds the copyright to the artistic PhD-project.

If the artistic PhD-project has been developed in collaboration with one or more partners the candidate alone will hold a copyright to those parts that are the result of the candidate's independent, creative work.

If works are developed by more than one person and it is not possible to identify the individual's contribution to the whole, the work will be regarded as a joint work. The contributors to such work will hold a joint copyright.

If the candidate makes a patentable invention in connection with the artistic PhD-project, , written

notification of the invention must be given to Oslo National Academy of the Arts without undue delay pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. In accordance with Section 4, cf. Section 6, first and second paragraphs of this same Act, Oslo National Academy of the Arts may demand that the right to the invention be transferred from the candidate to the institution. If the invention results from cooperation with the supervisor, the candidate and the supervisor must identify their respective parts of the patentable invention.

Nonetheless, the candidate has the right to publish the invention on the conditions stated in Section 6, paragraph three, of the Act respecting the right to employees' inventions.

The right to publish in accordance with the previous paragraph also applies to the supervisor if the invention is the result of a cooperative effort, and the candidate's or a third party's rights do not prevent this. Regarding crediting of institutions/enterprises when results are made publicly accessible or are published, see Part A, Section 9.

## **SECTION 7 CHANGE OF SUPERVISORS**

The candidate and the supervisor may agree to ask Oslo National Academy of the Arts to appoint a new supervisor for the candidate. The supervisor may not be released from this agreement until a new supervisor is appointed.

Should the candidate or supervisor find that the other party is not fulfilling his or her obligations according to Sections 4 and 5, the party claiming a breach of obligation is required to address the issue with the other party. The candidate and supervisor must work together in an attempt to remedy the situation. Oslo National Academy of the Arts must assist with this process if necessary.

Should the candidate or supervisor find that the other party is not fulfilling his or her obligations according to Sections 4 and 5, and if, after discussions, the two parties are unable to arrive at a resolution to the situation, the candidate or the supervisor may ask to be released from the agreement. A request to be released from the supervision agreement must be addressed to Oslo National Academy of the Arts, but be sent via the department. The party that raises the issue must send a copy of the request to the other party. The faculty is responsible for taking the decision to release the candidate and the supervisor from the agreement. In connection with a decision of this type, Oslo National Academy of the Arts must ensure that the candidate enters into a supervision agreement with a new supervisor. Any external parties must be notified of circumstances as described in this section.

## **SECTION 8 DISPUTES**

Disputes regarding the academic rights and obligations of the supervisor and the candidate in accordance with this agreement may be brought by either party to the relevant body at the institution for deliberation and settlement. With respect to this agreement, the relevant body is:

Oslo National Academy of the Arts, represented by rector and director

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If the relevant body takes a decision on the matter, the decision may be appealed to the next higher governing body.

## SECTION 9 CONCLUDING PROVISIONS

This agreement (Part B) is subject to current rules and regulations for doctoral education, including the Oslo National Academy of the Arts' regulations for PhD programmes. The originals of this agreement are to be archived at Oslo National Academy of the Arts; cf. the provisions on archiving in Part A, Section 4.

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

Candidate: \_\_\_\_\_

Main supervisor: \_\_\_\_\_

Department: \_\_\_\_\_

Co-supervisor:  
\_\_\_\_\_

Other co-supervisors: \_\_\_\_\_

## AMENDMENTS AND SPECIFICATIONS TO THE AGREEMENT

The following amendments and specifications are included in the agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

Candidate: \_\_\_\_\_

Main supervisor: \_\_\_\_\_

Department: \_\_\_\_\_

Co-supervisor: \_\_\_\_\_

Other co-supervisors: \_\_\_\_\_

# AGREEMENT ON ADMISSION TO A PHD PROGRAMME

The agreement consists of Parts A, B and C.

## PART C: AGREEMENT BETWEEN AN EXTERNAL INSTITUTION AND THE UNIVERSITY/UNIVERSITY COLLEGE ON COMPLETION OF THE PHD PROGRAMME

Candidates participating in the Industrial PhD scheme and the Public Sector PhD scheme must also sign a separate cooperation agreement; cf. the guidelines from the Research Council of Norway.

### SECTION 1 PARTIES TO THE AGREEMENT

A separate agreement has been signed with each of the external parties; cf. below. Oslo National Academy of the Arts is a party to each of these agreements.

This agreement is entered into by the following parties:

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(hereafter referred to as “Oslo National Academy of the Arts”)

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(hereafter referred to as “the candidate”) and

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(hereafter referred to as “the external party”)

The external party is familiar with Part A and Part B of this agreement.

### SECTION 2 PURPOSE AND DURATON OF THE AGREEMENT

The purpose of this agreement is to ensure that the candidate is provided with satisfactory working conditions for completion of the PhD programme. The agreement sets out the rights and obligations of the parties during the agreement period.

The working title of the candidate’s artistic PhD-project is: \_\_\_\_\_

The basis for the PhD programme and for the artistic PhD-project is described in Part A, Section 4: General Terms and Conditions.

This agreement has the same duration as the agreement between the candidate and Oslo National Academy of the Arts (cf. Part A, Section 3).

The agreement will terminate if the candidate’s participation in the PhD programme ends either through voluntary or involuntary termination prior to the agreed completion date. In such cases, all parties must strive to achieve an orderly discharge of all obligations to the other parties.

### SECTION 3 COOPERATION BETWEEN THE PARTIES

The parties are obliged to cooperate closely on the completion of the PhD programme as specified in Section 2. The parties must keep each other informed as regards any and all factors relevant to the completion of the programme. All factors which may impact fulfilment of the agreement must be brought to the attention of the other party as early as possible.

The parties are obliged to cooperate actively to find a solution to any problems that may rise.

### SECTION 4 RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN THE CANDIDATE IS EMPLOYED AT OSLO NATIONAL ACADEMY OF THE ARTS

The candidate is employed at: \_\_\_\_\_

At salary grade \_\_\_\_\_ which is currently set at NOK \_\_\_\_\_ (gross) per year/month during the agreement period, i.e. for the period from and including \_\_\_\_\_ up to and including \_\_\_\_\_

The external party will disburse this amount in monthly/quarterly/biannual payments to account no. \_\_\_\_\_

During the agreement period, the candidate will have his or her place of work at:

\_\_\_\_\_  
(Oslo National Academy of the Arts)

In addition to the salary stated above, operational costs will be provided for the following purpose:

\_\_\_\_\_  
The total costs are estimated to be NOK \_\_\_\_\_, which will be funded/made available by \_\_\_\_\_ (Oslo National Academy of the Arts, external party).

The university/university college and the external party may, if necessary, enter into an agreement on providing additional funding for equipment and operations. An additional agreement of this type must be archived together with this agreement. The candidate's employment is regulated by the Civil Service Act with appurtenant provisions, the Regulations concerning terms and condition of employment for the posts of *postdoktor* (post-doctoral research fellow), *stipendiat* (doctoral research fellow), *vitenskapelig assistant* (research assistant) and *spesialistkandidat* (resident) approved by the Ministry of Education and Research on 31 January 2006, and the supplementary provisions that apply at any given point in time. When a doctoral candidate is appointed to a research fellowship position, a separate agreement regulating the employment relationship must be signed.

In addition, Oslo National Academy of the Arts must grant the candidate admission to the PhD programme and appoint a supervisor for the candidate in accordance with the institution's own PhD regulations and Parts A and B of this agreement.

## **SECTION 5 RIGHT AND OBLIGATIONS OF THE PARTIES WHEN THE DOCTORAL CANDIDATE IS EMPLOYED BY AN EXTERNAL PARTY**

The candidate is employed at: \_\_\_\_\_

At salary grade/salary placement \_\_\_\_\_, which is currently set at NOK \_\_\_\_\_ (gross) per year/month during the agreement period, i.e. for the period from and including \_\_\_\_\_ up to and including \_\_\_\_\_

During the agreement period, the candidate will have his or her place of work at:

\_\_\_\_\_ (institution)

\_\_\_\_\_ (department, unit, faculty)

In addition to the salary stated above, operational costs will be provided for the following purpose:

\_\_\_\_\_

The total costs are estimated to be NOK \_\_\_\_\_, which will be funded/made available by \_\_\_\_\_ (Oslo National Academy of the Arts, external party).

Oslo National Academy of the Arts and the external party may, if necessary, enter into an agreement on providing additional funding for equipment and operations. An additional agreement of this type must be archived together with this agreement.

## **SECTION 6 INFRASTRUCTURE**

The infrastructure needed to implement the PhD programme must be placed at the disposal of the doctoral candidate; cf. Part A, Section 9. It is the responsibility of Oslo National Academy of the Arts, in consultation with the external party, to decide what infrastructure is necessary for implementing the project. The institution or unit at which the candidate has his or her place of work is responsible for ensuring that obligations in this regard are fulfilled.

## **SECTION 7 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)**

If the candidate is the sole developer of the artistic PhD-project, he or she alone holds the copyright to the artistic PhD-project.

If the artistic PhD-project has been developed in collaboration with one or more partners the candidate alone will hold a copyright to those parts that are the result of the candidate's independent, creative work. If works are developed by more than one person and it is not possible to identify the individual's contribution to the whole, the work will be regarded as a joint work. The contributors to such work will hold a joint copyright.

The external party may make copies at no charge of those parts of the parts of the artistic PhD-project to which the candidate alone holds a copyright, as well as of other work resulting from the work involved in the artistic PhD-project and to which the candidate alone holds a copyright, for use in its own activities. The same applies to presentations of the artistic PhD-project to employees of the external party (and any students, if the external party is a teaching institution) in connection

with the external party's ordinary activities. In the event of such use of the published artistic PhD-project, the candidate must be credited on each copy produced in accordance with legislation and best practice.

If the candidate makes a patentable invention in connection with the artistic PhD-project, written notification of the invention must be given without undue delay to the party with which the candidate has signed an employment agreement, pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. A copy of the notification must be provided to the other institutional party for informational purposes.

Oslo National Academy of the Arts has the right to use the invention at no charge in its research and teaching activities; cf. Part A, Section 10.

The parties may, either in advance or in another manner, agree to transfer the rights to commercial use of the invention to the external party. An agreement of this type must be archived together with this agreement.

No restrictions may be set on public access to or publication of the artistic PhD-project, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents or commercial use. The external party may not set conditions which prevent all or parts of the artistic PhD-project from being made publicly accessible or from being published.

In the event that the artistic PhD-project is made publicly accessible or is published, Oslo National Academy of the Arts must be credited if the institution has made a necessary and substantial contribution to the publicly accessible or published work. Both the candidate's employer and the degree-conferring institution will normally be regarded as having made such a necessary and substantial contribution. Other institutions or enterprises may also be considered to have made such a contribution. See UHR's Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the duty to credit as stated in this paragraph must comply with the Recommended Guidelines for Crediting Academic Publications to Institutions.

**SECTION 8 CONCLUDING PROVISIONS**

The parties may make amendments or additions to this agreement in a written supplementary agreement. A resolution to any disputes regarding the interpretation of this agreement is to be sought through negotiations.

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

For Oslo National Academy of the Arts \_\_\_\_\_

The candidate \_\_\_\_\_

For the external party \_\_\_\_\_

**AMENDMENTS AND SPECIFICATIONS TO THE AGREEMENT**

The following amendments/specifications are included in the agreement:

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\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

For Oslo National Academy of the Arts \_\_\_\_\_

The candidate \_\_\_\_\_

For the external party \_\_\_\_\_