****

**1.2 PhD contract: Contract for completion of a PhD programme at NMBU**The PhD candidate and the supervisors should cooperate to complete the PhD contract.

1. Scope

This agreement is based on the current rules and regulations for PhD studies at NMBU. Particular reference is made to the PhD Regulations of 30.01.2020, see <https://www.nmbu.no/en/research/regulations-and-guidelines-doctoral-degrees-nmbu>.

Admission to the PhD programme is to be formalised by this written agreement (NMBU’s PhD contract), within 4 months after the start-up date (i.e. the start date for funding of the PhD education). The contract is to secure completion of the PhD education for PhD candidates who through individual decisions have been admitted to a PhD programme at NMBU. The contract regulates each parties’ rights and duties within the current regulations and decision of admission. The PhD contract and the changes within, must be approved by the faculty which has the ownership of the programme. The signed contract (and its attachments) must be archived by the faculty in the ‘PhD candidate’s folder’ in the NMBU archive system Public 360. The PhD candidate, supervisors, and contact persons for external institution(s) shall receive a copy of the contract.

1. The PhD candidate is granted admission to the following PhD programme

|  |  |  |  |
| --- | --- | --- | --- |
| PhD programme:  | Select a programme | Study option: | Select a study option |

1. Contracting parties

The PhD candidate, the NMBU Faculty, and any external actor are to be parties within this PhD contract. ‘External actor’ should be read as public or private sector establishment, inside or outside Norway, involved either as financial supporter or by other means as co-responsible for candidate’s PhD education (e.g. by providing supervisory capacity). The appointed main supervisor and co-supervisor(s) must be entered into section 8.

|  |  |
| --- | --- |
| PhD candidate: | First/given name(s) and last/family name (written exactly as in your valid passport) |
| NMBU Faculty: | Select a Faculty |
| External actor(s): | Name of external party involved. Supervisors to be added in section 8. |

If the PhD education is based on collaboration with another university or university college, this institution is to be a part of the PhD contract (fill in name of institution below). A separate cotutelle agreement (FORM 1.4) must be entered into if the candidate is granted, or applying for, admission to both institutions.

|  |  |  |  |
| --- | --- | --- | --- |
| Other university/university college involved: | Name of institution | Cotutelle agreement? | [ ]  Yes [ ]  No |

1. Contract period, possible required work duties or duty of residency

The dates of the contract period equal the admission period to the NMBU PhD programme. The contract period must be such that it is possible to complete the PhD programme within the nominal length of the programme, and it is normally set to three years without required work duties or four years with required work duties corresponding to 25 % of full-time work. The Faculty may require that candidates with an external employer stay for a set time in a relevant academic environment at NMBU (duty of residency).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract period:** | From date: | **From date** | To date: | **To date** |

|  |  |  |  |
| --- | --- | --- | --- |
| **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:  | Specific NMBU unit/ place of work |

|  |  |  |
| --- | --- | --- |
| The Phd candidate has duty of residency: | [ ]  Yes [ ]  No | **If yes,**it must be complied with as follows: |
| The PhD candidate will have place of work at: | From date | To date | Or % of working year |
| Specific NMBU unit/ place of work | From date |  To date |  |
| Specific NMBU unit/ place of work | From date |  To date |  |

*Add rows to the table if necessary. Place the cursor in the cell on the far right of the bottom row and press the “tab” key.*

On expiry of the contract (admission) period, the PhD candidate’s right to study at NMBU expires, as does the right to supervision and access to the university’s infrastructure. Expiry does not affect the right to submit an application for evaluation of the thesis for the PhD degree. An extension of the admission period may be granted subject to specific conditions (cf. section 11).

1. Employment and funding of the PhD education

This PhD contract and any appendices must when signed, document that the PhD candidate is funded sufficiently for the whole duration of the PhD education and for the whole duration of the contract period.

|  |  |
| --- | --- |
| **The PhD candidate has:** | [ ]  An employer inside Norway [ ]  An employer outside Norway [ ]  No employer |
| Employer: | [ ]  NMBU Faculty | Other: | Name of establishment |
| Position: | [ ]  «NMBU PhD fellow recruitment position»: | [ ]  PhD fellow | Other position, fill in  |
| [ ]  Category 1 [ ]  Cat. 2 [ ]  Cat. 3 [ ]  Don’t know |

|  |
| --- |
| **The PhD education & project is funded as follows** (state all financial sources)**:** |
| Write in full all funding parties that contribute to ensure that the PhD project and the PhD education will be completed (public sector or private institutions/ organisations, companies etc.) |
| If funding is raised by The Research Council of Norway (RCN) or the EU, the project number is to be stated here: | Project number |
| If relevant; type of NRC funding: | [ ]  Industrial PhD  | [ ]  Public Sector PhD | [ ]  PhD grant/ stipend\* |

\*) The PhD project and the PhD position at one of NMBU's faculties are wholly or partly funded via project support from The Research Council of Norway (RCN).

|  |
| --- |
| *Please mark one of the following:* [ ]  The funding plan is presented in the table below [ ]  The funding plan is an appendix to the PhD agreement |
| **Funding plan:** |
| **Budget** **(in NOK 1000)**  | **Year 1** | **Year 2** | **Year 3** | **(Year 4)** | **In total** | **Paid by / covered by** | **% out of total** |
| Salary/Scholarship |       |       |       |       |       |       |  |
| Budget item  |       |       |       |       |       |       |  |
| Operating funds |       |       |       |       |       |       |  |
| Budget item |       |       |       |       |       |       |  |
| Budget item |       |       |       |       |       |       |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **In total** |       |       |       |       |       |       |  |

*List and specify the budget items to uncover all included costs. Add rows to the table if necessary.*

1. The PhD thesis

The PhD thesis requirements to be met are set out in the PhD Regulations, Section 10.

|  |
| --- |
| **Preliminary title of the PhD thesis:** |
| Title of thesis as of today |

1. Necessary infrastructure

The necessary infrastructure for carrying out the PhD project must be available for the PhD candidate.

|  |
| --- |
| **The following items are deemed necessary to carry out the research work and will be available during the Phd contract period:** |
| *Infrastructure elements:* | *Further details:* | *Placed at disposal by:* |
| Office/ standard equipped workplace: |  | Contracting party/unit |
| Material: |  | Contracting party/unit |
| Equipment: |  | Contracting party/unit |
| Other research facilities: (to be specified) | Specify to the left e.g. «Lab», «Technical workroom» and give further details here | Contracting party/unit |

*Specify to a degree necessary to avoid misunderstandings. Add rows to the table if necessary.*

1. Right to supervision and affiliation to an academic environment

 Work on the PhD project is to be carried out under individual supervision. The Faculty and supervisors must together ensure that the PhD candidate is included in a relevant, active academic environment consisting of senior researchers and other PhD candidates. The PhD candidate is to have at least two supervisors, one of whom must be appointed as the main supervisor. All supervisors must hold a doctoral degree, or hold an assessed associate professorial or professorial competence, in a relevant academic field, and must be working actively as researchers. The main supervisor must be an employee of NMBU. When academic considerations specifically require, and reasons are stated, an external main supervisor may be appointed. A co-supervisor from the Faculty must be appointed if the Faculty appoints an external main supervisor.

|  |  |  |
| --- | --- | --- |
| **The following supervisors are appointed:** | Position/ title and full name: | Place of work: |
| Main supervisor: |  |  |
| Co-supervisor: |  |  |
| Co-supervisor: |  |  |

*Add rows to the table if necessary.*

**Justification of appointing an external main supervisor**

|  |
| --- |
| Write here |

1. Education plan and Data management plan

The PhD candidate must in collaboration with the supervisors, within 4 months after the start-up date, present an individual education plan and a data management plan in the manner prescribed by NMBU.

1. Permissions/ consents

Permissions or consents necessary to complete the PhD project must be obtained before starting the research work. Applications, notifications and replies obtained must be sent to the faculty consecutively, and no later than the date for submitting the thesis for evaluation for the PhD degree. The faculty will archive the documentation received in the ‘PhD candidate’s folder’ in the NMBU archive system Public 360.

Tick the relevant boxes below depending on the PhD candidate’s research work:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Permissions/ consents:** | Permission/ consent is obtained | Application/ notification has been sent | Application/ notification will be sent | Not applicable |
| [SIKT notification](https://sikt.no/en/data-protection-services) about processing personal data as part of PhD project  | [ ]  | [ ]  | [ ]  | [ ]  |
| DPIA – Data Protection Impact Assessment | [ ]  | [ ]  | [ ]  | [ ]  |
| [FOTS](https://asp.gitek.no/fdu/pmws.dll/Login?RestoreSession=VEWdcO8gRXc0Xj4W) – Permission to conduct animal experiments  | [ ]  | [ ]  | [ ]  | [ ]  |
| [REK](https://rekportalen.no/#hjem/home) – Permission from Regional Committees for Medical and Health Research Ethics | [ ]  | [ ]  | [ ]  | [ ]  |
| Other Permissions/ consents (to be specified) | [ ]  | [ ]  | [ ]  | [ ]  |

*Add rows to the table if necessary. [Information for NMBU employees/PhDs on personal data protection (p.t. only in Norwegian)](https://eduumb.sharepoint.com/sites/mittnmbu_org_ua_fa/SitePages/Bruk-av-personopplysninger-i-forskning.aspx).*

1. Changes to terms and conditions agreed

If there is a need to make changes in the terms of this contract the PhD candidate must send the form ‘PhD changes’ to the faculty. An approved form is valid as an attachment to the PhD agreement and/ or education plan.

**11.1 Extension of the contract period (the admission period)**
For PhD candidates with statutory interruptions during the contract period, the Faculty will (without the candidate having to apply) extend the contract period correspondingly when the candidate provides documentation for such statutory interruptions[[1]](#footnote-1). The Faculty may extend the contract period in cases other than the mentioned, based on a reasoned application from the PhD candidate. Any such application must be assessed according to the funding available for the PhD candidate. If an extension is granted, the Faculty may set further conditions.

**11.2 Changes to the supervisory team**

A PhD candidate or supervisor may, together or separately, ask the Faculty to appoint a new supervisor for the PhD candidate. The supervisor may not withdraw before a new supervisor has been appointed. The Faculty is responsible for immediately appointing a new supervisor or supervisors in the event of long-term illness, leave of absence etc. The Faculty’s and any external institution’s financial commitments according to this contract will continue to apply after a change of supervisor(s).

**11.3 Changes to the individual education plan**

Significant changes to the individual education plan must be approved by the Faculty. This involves adding or removing courses or other elements already stipulated within the required course component of an approved education plan. The Faculty may decide if any other changes to the individual education plan should be classified as ‘significant changes’.

**11.4 Termination of the PhD contract before the agreed completion date**

The PhD candidate and the Faculty can agree on *voluntary termination*, i.e. to terminate the PhD education before the agreed completion date (cf. The PhD Regulations, Section 6-3). Pursuant to the University and University Colleges Act, Section 4-13, the Dean can decide on an *enforced termination* of the PhD education in the event of research misconduct as defined in the Research Ethics Act, Section 8 second paragraph, or if the PhD candidate, to a significant extent, fails to fulfil his/her obligations under the PhD contract (cf. The PhD Regulations, Section 6-3). The Faculty must give the PhD candidate an opportunity to present his/her side of the matter before a decision on involuntary termination is made.

1. Progress reporting

During the contract period the PhD candidate must annually and in the manner prescribed by NMBU, submit a written report to the Faculty on his/her progress in the PhD programme. In connection with the progress reporting, the PhD candidate and main supervisor must review the individual education plan and data management plan and consider whether adjustments are necessary. The Faculty can request additional reporting from the PhD candidate or the supervisors.

1. Compulsory seminars, midway assessment

During the contract period the PhD candidate must present the PhD work in one start-up seminar, in one midway seminar, and in one final seminar, (cf. The PhD Regulations, Section 9-2). The midway presentation is accompanied by a formal midway progress assessment. The faculty is responsible for organising the seminars.

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/forskning/forskningsetikk> (in Norwegian) and to carry out the research activities compliant to these.

1. Research data management

The research data upon which the scholarly thesis is based, must comply with the FAIR principles (Findable, Accessible, Interoperable, and Reusable). The research data must be handled (stored, archived and made accessible) in line with the NMBU Guidelines for Research Data Management (<https://www.nmbu.no/en/research/guidelines-research-data-management-nmbu>) and in line with the PhD candidates’ data management plan.

**Data storage – ongoing projects**

PhD candidates employed by NMBU must ensure that the research data is stored in the NMBU LargeServer (W:) or in approved servers nationally or internationally, see <https://www.nmbu.no/en/research/collection-and-storage-research-data-ongoing-projects>).

If a PhD candidate’s education is part of a position at an institution or a company other than NMBU, it will be the other institution that has the responsibility for storing the research data.

**Archiving and accessibility of research data**

A PhD candidate must comply with NMBU guidelines when publishing scholarly work. NMBU Open Research Data or corresponding research data archives must be used for archiving and to make research data accessible (<https://www.nmbu.no/en/research/archiving-and-sharing-research-data>).

1. Publication and accessibility

No restrictions may be placed on the publication or availability of a thesis, with the exception of a previously agreed postponement of the public release date *not exceeding four months.* Such a postponement may be permitted to allow NMBU and any external party that has provided full or partial funding for the PhD education to decide on any commercialisation, including patents. An external party cannot demand that the thesis in whole or in part be exempt from public disclosure.

**Author addresses**

When publishing the thesis, the candidate must comply with the applicable guidelines for crediting institutions. This means that NMBU must be listed as the author address for the thesis and any part-works that form part of it, but that other institutions also must be mentioned if, in each individual case, they have made a necessary and significant contribution to the published work or its basis. The same applies when the doctoral degree work is presented by other means e.g. in lectures, papers and posters.

**Co-authorship**

The Vancouver Protocol (see link in section 20) and rules adopted by national committees for research ethics must be complied with in the case of co-authorship.

1. Ownership of work results, the duty to report work results with a commercial potential, the right to use results

* 1. **Ownership of results and rights the PhD candidate produces in connection with the doctoral work**‘Results and rights’ should be read as stated in section 2.1 of the NMBU Guidelines relating to the employer’s rights to work results, found at <https://www.nmbu.no/forskning/intellectual-property-rights-ipr-retningslinjer> (text in Norwegian and documents in English and Norwegian).

Mark one of the three alternatives, stating what will apply:

[ ]  **1. The PhD candidate is employed by NMBU** (cf. section 5*).*
The following applies:

 Results and rights created or developed by the PhD candidate in connection with the doctoral work will become the property of NMBU, cf. the Act relating to the Right to Employees' Inventions (<https://lovdata.no/dokument/NL/lov/1970-04-17-21>) and NMBU’s Guidelines to Employers’ Right to Work Results (<https://www.nmbu.no/forskning/intellectual-property-rights-ipr-retningslinjer>).

[ ]  **2. The PhD candidate is employed by another employer (in Norway) than NMBU** (cf. section 5).

The following applies:
Results and rights created or developed by the PhD candidate in connection with the doctoral work will become the property of the PhD candidate’s employer or the PhD candidate, depending on the conditions agreed upon between the two parties.

If the results have been produced jointly by the PhD candidate or other employees of the same employer, and NMBU employees, and if their respective shares of the results are not of a kind that may be divided, they will have joint ownership to such results. When there is a case of joint ownership the owners must enter into a co-ownership agreement within 6 months from the time of result production. The co-owners may by a written agreement stipulate a longer period of time than 6 months, if necessary.

When there is no agreement within 6 months, nor an agreement to prolong the deadline:

* each of the owners has rights to use the co-owned result for non-commercial research activities, free of charge and with no requirements of pre-approval from the other owner, and
* each of the owners has rights to make use of the co-owned result, and to provide non-exclusive licences to third parties (without right to licence), if the other owners have been provided:
1. A written notice minimum of 45 calendar days ahead; and
2. Appropriate and fair compensation.

[ ]  **3. The PhD candidate has no employer in Norway** (cf. section 5*).*

 The following applies:
Unless otherwise agreed, results and rights created or developed by the PhD candidate in connection with the doctoral work, will become the property of NMBU. This applies, for example, to PhD candidates financed by international scholarship programmes, or PhD candidates who for any other reason do not have an employer in Norway.

NMBU/ the employer does not assume ownership rights to traditional academic works, musical compositions and artistic works unless otherwise agreed. Traditional academic works include scientific articles and doctoral theses.

* 1. **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 drawing up an agreement. Contact: vegard.arnhoff@NMBU.no.

* 1. **Duty to report results with commercial potential**

PhD candidates who are employees of NMBU are obliged to notify NMBU of results of commercial value that arise in connection with their doctoral work, cf. the Act relating to the Right to Employees' Inventions (<https://lovdata.no/dokument/NL/lov/1970-04-17-21>) and NMBU’s Guidelines to Employers’ Right to Work Results (<https://www.nmbu.no/forskning/intellectual-property-rights-ipr-retningslinjer>).

PhD candidates that are employed by an institution or a company other than NMBU have the same duty to notify their employer of results of commercial value that arise in connection with their doctoral work. If otherwise is agreed upon between the PhD candidate and an external employer, state the applying conditions here:

|  |
| --- |
| Specify here the agreed notification conditions  |

**17.4 The right of NMBU to use results**

Results produced by the PhD candidate in connection with the doctoral work, can be used free of charge by NMBU in teaching- or non-commercial research activity.

1. Choice of law and legal venue

The contract is governed by Norwegian law. Disputes between a PhD candidate and a supervisor, e.g. about access to or rights to collected data, or the share of contributions to joint article projects, are to be brought before the Faculty for consideration and decision. Endeavours must be made to resolve any disputes arising in connection with the PhD contract, through negotiations or discretionary conciliation. If actions taken fail to resolve the dispute within one month subsequent to petitioned negotiations or discretionary conciliation, the dispute may be brought before Oslo District Court as the legal venue.

1. Additional provisions

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

|  |
| --- |
|   |

\*) 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 Faculty dean, or legal senior advisor vegard.arnhoff@nmbu.no.

1. Declarations from the PhD candidate

[ ]  I have read and will comply with the «General guidelines» for research ethics (<https://www.forskningsetikk.no/en/guidelines/general-guidelines/>).

[ ]  I have read and will handle research data in line with the «**Guidelines for handling research data at NMBU**» (<https://www.nmbu.no/en/research/guidelines-research-data-management-nmbu>).

[ ]  I have read and will provide addresses on publications in line with the «**Guidelines for the use of authors’ addresses at NMBU**» (<https://www.nmbu.no/en/research/regulations-and-guidelines-doctoral-degrees-nmbu>).

[ ]  I have read and will comply with the **Vancouver protocol** in the case of co-authorship(<https://www.forskningsetikk.no/en/guidelines/medical-and-health-research/the-vancouver-protocol/>).

1. Appendices/ attachments

Tick the boxes for any attachments necessary for this PhD contract and add any other attachments to the list.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Appendix/ attachment | Cf. section no. of PhD contract: | Not required | Enclosed attachment | Already submitted to the Faculty | Will be submitted to the Faculty |
| Cotutelle agreement | 3 | [ ]  | [ ]  | [ ]  | [ ]  |
| Funding plan | 5 | [ ]  | [ ]  | [ ]  |  |
| Individual education plan\* | 9 |  | [ ]  | [ ]  | [ ]  |
| Data management plan (DMP) | 9 |  | [ ]  | [ ]  | [ ]  |
| Permissions/consents required (to be specified) | 10 | [ ]  | [ ]  | [ ]  | [ ]  |
| Fill in  |  |  | [ ]  | [ ]  | [ ]  |
| Fill in  |  |  | [ ]  | [ ]  | [ ]  |

*Add rows to the table if necessary.*

\*) The education plan must include a project description and progress plan for the work on the PhD project, a plan for the required coursework, a publication plan and a mobility plan for stays at other institutions.

1. Signatures

**22.1 The PhD candidate, the Faculty and any external party**

The parties of this contract hereby confirm that they have familiarised themselves with the current NMBU PhD Regulations, and that they are aware of the obligations following from this contract.

**The PhD candidate**

|  |
| --- |
| Full name: Date: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PhD candidate |

**The NMBU Faculty**

|  |
| --- |
| Date: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_On behalf of the NMBU Faculty |
| Name and position\*:  |

**External party**

|  |
| --- |
| External party (name of establishment): Date: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_On behalf of the external party |
| Name and position\*:  |

*To create more signature boxes: use copy and paste.*

\* The person who signs the contract on behalf of the Faculty or an external party must have legal authority to commit the Faculty or the establishment. This cannot be the supervisor.

22.2 Supervisors

Supervisors confirm hereby that they have familiarised themselves with the current NMBU PhD Regulations, and that they are aware of the obligations following from this contract.

|  |
| --- |
| Full name: Date: DateSignature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Main supervisor |

|  |
| --- |
| Full name: Dato: DateSignature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-supervisor |
|  |

|  |
| --- |
| Full name: Date: DateSignature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-supervisor |
|  |

*To create more signature boxes: use copy and paste.*

1. *The documentation must be delivered to the Faculty’s PhD coordinator* [↑](#footnote-ref-1)