



Form 1.3.1 Agreement on admission to the PhD Programme in Artistic Research at the University of Bergen

INTRODUCTION

The agreement concerns the terms for admission to the PhD programme in artistic research at UiB and has been drawn up in accordance with the Acts and regulations concerning the PhD programme, cf. in particular the University and University College Act with regulations, the Regulation concerning the degree of philosophiae doctor (PhD) in artistic research at the University of Bergen, and the Regulation concerning terms and condition of employment for the posts of postdoktor (post-PhD research fellow), stipendiat (PhD research fellow), vitenskapelig assistant (research assistant) and spesialistkandidat (resident), and the supplementary provisions applying at any time. The agreement is also based on other Acts and regulations, including the Civil Service Act with regulations, the Public Administration Act, the Intellectual Property Act and the Patents Act, The Act on ethics and integrity in research, as well as the Norwegian Qualifications Framework for Lifelong Learning (NKR).

The agreement consists of three parts:

Part A, General part, must be completed for all PhD candidates accepted for the PhD programme in artistic research at UiB. The parties to the agreement in Part A are the PhD candidate and UiB, represented by the faculty and department or basic unit.

Part B, Agreement on academic supervision in the PhD programme, must be established for all PhD candidates admitted. The parties to the agreement in Part B are the PhD candidate, supervisor, the basic unit/department and the faculty. Part B of the agreement is established for all supervision arrangements.

Part C, Agreement between the external party and the university concerning the completion of the PhD education, must be established for the PhD candidates who have an external employer. This part of the agreement may also be used for candidates who are employed at a department/faculty/centre at the institution other than the one with which the candidate is affiliated in Part A of the agreement. If a PhD candidate is attached to two or several institutions, an agreement must be established for each of the external parties. For Industrial PhDs and Public Sector PhDs, a separate cooperation agreement must also be established.



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PART A: GENERAL PART

SECTION 1 PURPOSE

The agreement applies to PhD candidates who by individual decision have been accepted for the PhD programme in artistic research at UiB. The purpose of the agreement is to ensure the completion of the PhD education and to regulate the parties' rights and obligations within the framework of Acts, regulations and the admission decision.

SECTION 2 THE ADMISSION DECISION

The agreement is established between the PhD candidate and UiB, represented by the faculty and department or basic unit.

Name of the PhD candidate:

has been accepted to the PhD programme in Artistic Research at the Faculty of Fine Art, Music and Design, UIB

Basic unit/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, cf. Section 5-6 of the Regulation for the degree of philosophiae doctor (PhD) at the University of Bergen.

SECTION 4 TRAINING COMPONENT AND THE PHD-PROJECT

During the agreement period, the doctoral candidate is to complete the training component and the artistic research project. The PhD education as a whole will culminate in the completion of the project with the following working title:

The basis of the PhD education is stated in the admission decision, the requirements set in or pursuant to the Regulation for the degree of philosophiae doctor (PhD) in artistic research at the University of Bergen, the approved project description and the plan for the training component.

Changes or additions to the PhD candidate's project description or plan for the required coursework are permitted, provided that this does not include changes 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. In such cases, the institution may demand that the agreement be terminated or replaced by a new agreement.



Other, less substantial changes may be made without amendment to this agreement. Any changes must be documented in writing and stored in such a way that their connection with this agreement is clear and unambiguous.

Changes as described in the previous section must be submitted for the written approval by the head of the basic unit/department.

SECTION 5 SUPERVISION

The PhD candidate has the right and an obligation to receive supervision during the term of the agreement. A separate supervision agreement must be completed by the PhD candidate, the supervisors and the department/basic unit. The supervision agreement is stated below in Part B of the agreement.

SECTION 6 FUNDING AND EMPLOYMENT

Funding and employment are governed by a separate agreement. PhD candidates employed at UiB must be ensured a workplace at the basic unit, unless otherwise agreed in this agreement and stated in the remarks field. For PhD candidates who are not employed at UiB, the workplace will be governed by Part C of the agreement.

If the PhD candidate has compulsory duties then this will be governed by the work agreement. PhD candidates employed at UiB will be subject to a residency requirement, unless otherwise agreed in this agreement and stated in the remarks field.

SECTION 7 INFRASTRUCTURE

The PhD candidate must have the necessary infrastructure available for completion of the PhD education. The faculty will decide what is deemed to be necessary in terms of infrastructure.

Other special terms: _____

SECTION 8 COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)

The following may not be interpreted in conflict with the Norwegian Intellectual Property Act of 12.05.1961 or its regulations.

If the PhD candidate is the sole maker/ author of the PhD-project, he or she alone will hold the copyright to the work.

The PhD candidate will be entitled to publish any inventions on the terms stated in Section 6(3) of the Act respecting the right to employees' inventions. The right of publication also applies to the supervisor if the invention has been made on a joint basis and this is not prevented by the rights of the PhD candidate or a third party. No restrictions may be imposed on the publication of and public access to a PhD-project, with the exception of a pre-agreed postponement so that any external party may consider patent filing, cf. Section 6 of the agreement's Part C.

On the publication of or public access to the PhD-project, UiB must be credited if UiB has made a necessary and significant contribution to or provided the basis for the PhD candidate's involvement in the work subject to publication or public access.

Otherwise, the Regulation on handling employees' rights to the results of work and research at the University of Bergen will also apply



SECTION 9 ETHICS AND INTEGRITY IN THE USE OF RESEARCH RESULTS, RESEARCH DATA, ETC.

All use of results, data, etc. must be in accordance with the law, current ethical guidelines, agreements established, terms set by research ethics committees and other competent bodies, and good research practice.

Reference is made to the legislation in the relevant area concerning results which are not, or not only, governed by the copyright rules.

SECTION 10 DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS

Each PhD candidate must be subject to a mid-way assessment. In addition, each year the PhD candidate must submit written reports on the progress of his or her PhD education. The reports will be submitted for approval by the body designated by the faculty.

The parties will be obliged to give each other regular information on all matters of significance to the completion of the PhD education. The parties will be obliged to follow up actively on any matters which may lead to delayed or failure to achieve completion.

SECTION 11 CONCLUDING PROVISIONS

This agreement has been established within the framework of the regulations for the PhD programme in force at any time.

REMARKS FIELD, PART A

SECTION 12 SIGNATURE

Signature doctoral candidate

(Name, date)

Signature, Head of Department

(Name, date)

Signature, faculty (Dean)

(Name, date)



Form 1.3.1 Agreement on admission to the PhD Programme in Artistic Research at the University of Bergen

PART B: AGREEMENT CONCERNING ACADEMIC SUPERVISION OF PHD CANDIDATES AT UiB

SECTION 1 PURPOSE

This agreement applies to supervision of a PhD project with the working title stated in Part A of the agreement, and academic follow-up during the PhD education. The agreement sets out the parties' rights and obligations concerning supervision during the agreement period.

SECTION 2 PARTIES TO THE AGREEMENT

The parties to this agreement are the research fellow, the supervisor(s), department/basic unit and faculty.

The main supervisor appointed for the agreement period is:

Name: _____

From basic unit/institution: _____

SECTION 3 THE BASIS OF THE FELLOWSHIP PROGRAMME

The basis for supervision is the project description and plan for the training component as described in Part A.

SECTION 4 THE DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS

The research fellow and the main supervisor must keep each other informed about all factors of significance for supervision. See further details of the parties' rights and obligations in the Regulations and Programme description for the degree of philosophiae doctor (PhD) in artistic research at the University of Bergen.

The PhD candidate and the main supervisor are to submit progress reports as laid down in Part A of the agreement.



SECTION 5 THE SUPERVISOR'S DUTIES

The **supervisor** is to:

- Give advice on formulating and determining topics and research questions;
- Discuss and assess the plan and methods for completion of the project;
- Assist the candidate to become acquainted with the relevant literature and data (library, archives, etc);
- Discuss various aspects of the documentation of reflection (structure, language, referencing, documentation, etc);
- Keep informed about the progress of the candidate's work and assess it in relation to the work plan;
- Help introduce the candidate into relevant research environments;
- Discuss results and their interpretation;
- Give advice on dissemination of the PhD-project;
- Provide the candidate with guidance in ethical matters related to the project.

The **PhD candidate** is to:

- Regularly inform the supervisors about the progress of the project;
- Complete the required training component in accordance with the progress plan;
- Uphold the ethical principles relevant to his or her research field.

SECTION 6 CHANGE OF SUPERVISORS

The candidate and the supervisor may agree to ask the responsible authorised body to appoint a new supervisor for the candidate. The supervisor may not be released from this agreement until a new supervisor is appointed, see Section 6.1 of the Regulation for the degree of philosophiae doctor (PhD) in artistic research at the University of Bergen.

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. The faculty must assist with this process if necessary.

If the parties, after discussion, have not reached agreement on resolving the situation, the PhD candidate or supervisor may request to be released from the supervision agreement. A request to be released from the supervision agreement must be addressed to the faculty, but sent via the basic unit/ department. The decision to release the PhD candidate and the supervisor from the supervision agreement will be taken by the faculty. On any such decision, the faculty must ensure that the PhD candidate enters into a new supervision agreement with a new supervisor. Any external parties must be informed of any issues as described in this section.



SECTION 7 DISPUTES

Disputes regarding the supervisor's and PhD candidate's academic rights and obligations pursuant to this agreement may be submitted by the parties for consideration and decision by the faculty.

If the body in question takes an individual decision in the matter, the decision may be appealed to the next higher governing body.

SECTION 8 CONCLUDING PROVISIONS

This agreement (Part B) has been established within the framework of current regulations and guidelines for PhD programmes, including the Regulation for the degree of philosophiae doctor (PhD) in artistic research at the University of Bergen.

SECTION 9 SIGNATURES

Signature, PhD candidate _____,
(Name, date)

Signature, Head of Department _____,
(Name, date)

Signature, Faculty Dean _____,
(Name, date)

Signature, Main supervisor _____,
(Name, date)



PART B: AGREEMENT CONCERNING ACADEMIC SUPERVISION OF PHD CANDIDATES AT UiB
Attachment 1 – Co-supervisor

The co-supervisor appointed for the agreement period is:

Name: _____

From basic unit/institution: _____

Any additional co-supervisors and/or mentors: _____

Supervisors must be familiar with Part A and Part C of the agreement, where these are used.

Additional supervisor appointed for the agreement period is:

Name: _____

From basic unit/institution: _____

Any additional co-supervisors and/or mentors: _____

Supervisors must be familiar with Part A and Part C of the agreement, where these are used.

Normally the supervision agreement for the main supervisor includes 60 working hours per year during the period and the agreement for the co-supervisor includes 40 working hours per year. If the working hours are to be distributed differently between the supervisors, or more than two supervisors are appointed, please specify here:

Signature, PhD candidate _____
(Name, date)

Signature, Head of Department _____
(Name, date)

Signature, Faculty Dean _____
(Name, date)

Signature, main supervisor _____
(Name, date)

Signature, co-supervisor _____
(Name, date)

Signature, co-supervisor _____
(Name, date)



PART B: AGREEMENT CONCERNING ACADEMIC SUPERVISION OF PHD CANDIDATES AT UiB

Attachment 2 – Amendments to the agreement concerning supervision

AMENDMENTS TO THE AGREEMENT, PART B, Attachment 2

The following amendment/s have been made to the agreement:

Signature, PhD candidate _____,
(Name, date)

Signature, Head of Department _____,
(Name, date)

Signature, Faculty Dean _____,
(Name, date)

Signature, main supervisor _____,
(Name, date)

Signature, co-supervisor _____,
(Name, date)

Signature, additional supervisor _____,
(Name, date)



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PART C: AGREEMENT BETWEEN EXTERNAL INSTITUTION AND UiB ON THE COMPLETION OF THE PHD EDUCATION

For Industrial PhDs and Public Sector PhDs, a separate cooperation agreement must also be established.

SECTION 1 PARTIES TO THE AGREEMENT

An agreement has been established for each external party, cf. below. UiB is a party to each of these agreements.

This agreement has been established between:

UiB and

(hereinafter referred to as the doctoral candidate) and

(hereinafter referred to as the external party)

The external party is familiar with Part A and Part B of the agreement and the Regulation for the degree of philosophiae doctor (PhD) in artistic research at the University of Bergen.

SECTION 2 PURPOSE AND DURATION OF THE AGREEMENT

The aim of this agreement is to ensure that the PhD candidate has satisfactory working conditions for the completion of the PhD education. The agreement sets out the parties' rights and obligations during the period of the agreement.

The PhD candidate's thesis has the working title:

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, each of the parties must seek the proper settlement of his or her obligations in relation to the other parties.

SECTION 3 THE PARTIES' COOPERATION

The parties are obliged to cooperate closely on the completion of the PhD education as specified in Section 2. The parties must keep each other informed as regards any and all factors relevant to the completion of the education. 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 will be obliged to cooperate actively on finding a solution to the problems which may arise.



SECTION 4 THE PARTIES' RIGHTS AND OBLIGATIONS WHEN THE PHD CANDIDATE IS EMPLOYED BY AN EXTERNAL PARTY

The PhD candidate's employer: _____

for the period from _____ to _____

During the period of the agreement, the PhD candidate will have a workplace at:

In addition to salary, there will be operating costs for the following purpose:

As required, UiB and the external party will establish an agreement on the financing of extra funding for equipment and operation.

SECTION 5 INFRASTRUCTURE

The PhD candidate must have the necessary infrastructure available for completion of the PhD education, cf. Section 7 of Part A of the agreement. In consultation with the external party, UiB will determine what the necessary infrastructure is, and how it is to be financed. The institution where the PhD candidate has a workplace is responsible for fulfilling the obligations in this area.

SECTION 6 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

If the PhD candidate is the sole author of the PhD results, he or she alone will hold the copyright to the work.

If the PhD results consists of a collection of several results, the PhD candidate will only hold the copyright to the elements which are the result of the PhD candidate's independent creative efforts. Results created by several persons without it being possible to identify the individual's contribution as a separate work will be regarded as joint works. For such results the contributors will have joint copyright.

If the PhD candidate makes a patentable invention during the PhD-project, written notice of the invention must be given, without undue delay, to the party with which the PhD candidate has signed an employment agreement, in accordance with Section 5 of the Act of 17.04.70 respecting the right to employees' inventions. The other institution party will receive a copy for information.

UiB will be entitled to use of the research result for research and teaching purposes, free of charge.

In advance or by other means, the parties may agree to transfer the rights to commercial use of the invention to an external party. Any such agreement must be archived with this agreement.

No restrictions may be imposed on the publication of and public access to a PhD project, with the exception of a pre-agreed deferral of the date of publication/public access, so that any external party may consider patent filing/commercialisation. An external party may not set the condition that all or parts of the PhD thesis may not be subject to publication or public access.

On the publication of or public access to the thesis, UiB must be credited if UiB has made a necessary and significant contribution to or provided the basis for the PhD candidate's involvement in the work



that is subject to publication or public access. The same will apply to the external party, if the latter has also made a necessary and significant contribution. Normally, both the PhD candidate's employer and the institution awarding the degree will be considered to have made such a necessary and significant contribution. Other institutions/companies may also be considered to have made such contributions.

SECTION 7 CONCLUDING PROVISIONS

The parties may make changes or additions to this agreement in written addendum agreements. It must be sought to resolve any dispute concerning the interpretation of this agreement by negotiation.

SECTION 8 SIGNATURES

Signature, PhD candidate _____
(Name, date)

Signature, Head of Department _____
(Name, date)

Signature, External party _____
(Name, date)



PART C: AGREEMENT BETWEEN EXTERNAL INSTITUTION AND UiB ON THE COMPLETION OF THE PHD EDUCATION

ATTACHMENT 1 - AMENDMENTS TO THE AGREEMENT

The following amendments have been added to the agreement:

SIGNATURES

Signature, PhD candidate _____,
(Name, date)

Signature, Head of Department _____,
(Name, date)

Signature, External party _____,
(Name, date)