

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME IN ARTISTIC RESEARCH AT FACULTY OF FINE ART, MUSIC AND DESIGN

THE UNIVERSITY OF BERGEN (UIB)

INTRODUCTION

The agreement concerns the terms for admission to the PhD programme in artistic research at Faculty of Fine Art, Music and Design (hereafter KMD) and has been drawn up in accordance with the acts and regulations concerning the PhD programme, as stated in section 1-1 in the Regulations for the degree of Philosophiae Doctor (PhD) in Artistic Research at the University of Bergen (hereafter Regulations for PhD in Artistic Research).

The agreement consists of three parts:

Part A, General part, must be filled out for all PhD candidates (hereafter “candidate”) admitted to the PhD programme in Artistic Research at KMD. The parties to the agreement in Part A are the candidate and the faculty.

Part B, Agreement on academic supervision in the PhD programme, must be established for all candidates admitted to the PhD programme in Artistic Research at KMD. The parties to the agreement in Part B are the candidate, supervisors and the faculty. Part B of the agreement is established for all supervision arrangements.

Part C, Agreement between the external party and UiB concerning the implementation of the PhD education, must be established for the 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 UiB other than the one with which the candidate is affiliated in Part A of the agreement. If a 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.

If there are amendments in part A, B and/or C the basic unit/department must also sign.

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

PART A: GENERAL PART

SECTION 1 PURPOSE

The agreement applies to candidates who have been admitted to the PhD programme in Artistic Research at KMD. The purpose of the agreement is to ensure the implementation of the PhD education and to regulate the parties' rights and obligations within the framework of acts, regulations and the admission decision.

SECTION 2 ADMISSION DECISION

The agreement is established between the candidate and the faculty.

Name of the candidate:

has been admitted to the PhD programme in Artistic Research at KMD and affiliated with

Basic unit/department: _____

SECTION 3 DURATION OF THE AGREEMENT

The agreement applies from (financing start) _____ to (financing end) _____

The agreement period will be extended automatically for all leave granted based on Norwegian law, the current Basic Collective Agreement or the wage agreement for state employees. The agreement period may be extended on other grounds, based on an application to the faculty.

Under certain circumstances, this agreement may be terminated prior to the specified date of completion, cf. Section 5-5 of the Regulations for PhD in Artistic Research.

SECTION 4 TRAINING COMPONENT AND THE PHD PROJECT

During the agreement term the candidate must undertake a training component and a doctoral research project. The PhD education must lead to a PhD project with the working title:

The basis for the PhD education is stated in the Regulations for PhD in Artistic Research, the faculty's programme description, the admission decision, the approved project description and the plan for the training component.

It will be possible to make amendments to the candidate's project description or plan for the training component without changing the agreement here. If the amendments are so significant that this agreement no longer gives an accurate picture of the relationship between the parties, the financing, content and progress of the doctoral research project, or other significant conditions, the amendments must be presented to the basic unit/department and the faculty for possible approval. The amendments must be documented in this agreement. If the amendments are substantial a completely new agreement should be signed. If the amendments are not approved, the faculty may decide on termination, cf. section 5-5-2 in the Regulations for PhD in Artistic Research.

SECTION 5 SUPERVISION

The candidate will have the right and an obligation to receive supervision during the term of the agreement. A separate supervision agreement must be established between the candidate, the supervisors and the faculty. 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. 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 candidates who are not employed at UiB, the relation with the external employer will be governed by Part C of the agreement.

If the candidate has career-enhancing works, this will be governed by the employment agreement. Candidates employed at UiB will be subject to a residency requirement, unless otherwise agreed in the employment agreement or in this agreement and stated in the remarks field.

SECTION 7 INFRASTRUCTURE

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

Other special terms: _____

SECTION 8 INTELLECTUAL PROPERTY RIGHTS TO RESULTS AND PUBLICATION

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

If the PhD result consists of a collection of works, the candidate will only hold the copyright to those parts that are the result of the candidate's independent effort. Works that have been created in collaboration with several partners, where individual contributions cannot be distinguished as separate works, will be regarded as joint works. For such works the collaborators share copyright jointly, according to section 8 of the Norwegian Intellectual Property Act. UiB will be entitled to use of the research result for research and teaching purposes, free of charge.

Candidates who are employed by the University of Bergen are obliged to report project results covered by the university's Regulations regarding the handling of employee rights to research and work results at the University of Bergen, and the Act relating to the right to inventions made by employees.

The candidate will be entitled to publish any inventions on the terms stated in the Act of 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 candidate or a third party.

No restrictions may be placed on publication of the PhD result, with the exception of an agreed postponement of the publication date and public defence. Such a postponement may be permitted to allow UiB and any external party that has provided full or partial funding for the PhD education to decide on any patents or other forms of intellectual property protection, cf. Section 14-2 in the Regulations for PhD in Artistic Research.

The external part cannot deny the public release of the PhD result in whole or in part.

Upon publication or public disclosure of the PhD result, candidates must comply with applicable guidelines for crediting institutions, cf. Section 10-2 and 14-2 in the Regulations for PhD in Artistic Research.

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

All procurement and 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 FOLLOW-UP RESPONSIBILITY

Each candidate must be subject to a mid-way assessment. In addition, each year the 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 implementation 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 artistic research in force at any time.

SECTION 12 SIGNATURES

Signature candidate

Date

Signature faculty

Date

SECTION 13 REMARKS OR AMENDMENTS, PART A

SECTION 14 SIGNATURES IF ANY AMENDMENTS

NB! ONLY TO BE SIGNED IF THERE ARE ANY AMENDMENTS AFTER ADMISSION

Signature candidate

Date

Signature basic unit/department

Date

Signature faculty

Date

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

PART B: AGREEMENT CONCERNING ACADEMIC SUPERVISION OF PHD CANDIDATES

SECTION 1 PURPOSE

This agreement concerns 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 term of the agreement period.

SECTION 2 PARTIES TO THE AGREEMENT

The parties to the agreement are the candidate, supervisors and faculty.

The main supervisor appointed for the agreement period is:

Name: _____

From basic unit/institution: _____

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.

SECTION 3 BASIS FOR THE PROGRAMME

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

SECTION 4 REPORTING AND DUTY TO PROVIDE INFORMATION

The candidate and the main supervisor will be obliged to keep each other regularly informed about all matters of significance to the supervision. See further details of the parties' rights and obligations in Section 6 of the Regulations for the degree of Philosophiae Doctor (PhD) in Artistic Research at the University of Bergen (hereafter Regulations for PhD in Artistic Research).

The candidate and the main supervisor will be obliged to submit progress reports as laid down in Part A of the agreement.

SECTION 5 OBLIGATIONS ON THE PERFORMANCE OF SUPERVISION

The candidate and the main supervisor shall, as soon as possible and no later than three (3) months after admission, review the project description and budget together and assess any need for adjustments, as well as submit a plan for the training component. Significant changes to the project description must be approved by the faculty itself.

The supervisor must guide the candidate in accordance with the requirements described in Programme description for the PhD programme in Artistic Research, 3.2.

The candidate must carry out mandatory activities and work methods in accordance with the requirements in Programme description for the PhD programme in Artistic Research, 3.1.

SECTION 6 CHANGE OF MAIN SUPERVISOR

The candidate and the main supervisor may agree to ask the responsible authorised body to appoint a new main supervisor for the candidate. The main supervisor may not be released from this agreement until a new main supervisor is appointed, see Section 6-2 of the Regulations for PhD in Artistic Research at the University of Bergen.

SECTION 7 DISPUTES

Disputes concerning the supervisor's and 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 the PhD programme in Artistic Research at KMD including the Regulations for the degree of Philosophiae Doctor (PhD) in Artistic Research at the University of Bergen.

SECTION 9 SIGNATURES

Signature candidate

Date

Signature faculty

Date

Signature main supervisor

Date

Signature co-supervisor

Date

Any signatures of additional supervisors

Date

SECTION 10 REMARKS OR AMENDMENTS, PART B

SECTION 14 SIGNATURES IF ANY AMENDMENTS

NB! ONLY TO BE SIGNED IF THERE ARE ANY AMENDMENTS AFTER ADMISSION

Signature candidate

Date

Signature basic unit/department

Date

Signature faculty

Date

Signature main supervisor

Date

Signature co-supervisor

Date

Any signatures of additional supervisors

Date

AGREEMENT CONCERNING ADMISSION TO THE PHD PROGRAMME

PART C: AGREEMENT BETWEEN EXTERNAL INSTITUTION AND UIB ON THE IMPLEMENTATION 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 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 Regulations for the degree of Philosophiae Doctor (PhD) in Artistic Research at the University of Bergen (hereinafter Regulations for PhD in Artistic Research).

SECTION 2 PURPOSE AND DURATION OF THE AGREEMENT

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

The candidate's PhD project has the working title:

The agreement will terminate if the candidate's participation in the PhD education ends either through voluntary or forced 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 implementation of the PhD education. The parties must keep each other informed as regards any and all factors relevant to the implementation 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 CANDIDATE IS EMPLOYED BY AN EXTERNAL PARTY

The candidate's employer:

for the period from _____ to _____

During the period of the agreement the 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 candidate must have the necessary infrastructure available for implementation 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 candidate has a workplace is responsible for fulfilling the obligations in this area.

SECTION 6 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

If the candidate makes a patentable invention of the PhD result, written notice of the invention must be given, without undue delay, to the party with which the candidate has signed an employment agreement, in accordance with Section 5 of the Act of respecting the right to employees' inventions. The other institution must be held informed in writing.

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.

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

Candidates employed by UiB are obligated to report work results that fall under UiB's Regulations on Handling of Employees' Rights to Research at UiB, as well as the Norwegian Employee Inventions Act.

If the PhD result consists of several parts, the candidate shall retain copyright to those parts that are the result of the candidate's independent contribution. Works created in collaboration with multiple partners, where individual contributions cannot be separated as independent works, shall be considered joint works. For such works, the collaborators shall hold joint copyright, cf. Section 8 of the Norwegian Copyright Act.

No restrictions may be placed on the publication of a PhD result, except for an agreed postponement of the date of publication and the public defence. Such postponement may be arranged to allow UiB and any external party that has fully or partially funded the PhD education to consider potential patenting or similar actions, cf. Regulations for PhD in Artistic Research, section 14-2. An external party may not demand that all or parts of the PhD result be withheld from publication.

When publishing or publicly presenting the PhD result, candidates shall follow the applicable guidelines for institutional crediting, cf. Regulations for PhD in Artistic Research, sections 10-2 and 14-2.

SECTION 7 CONCLUDING PROVISIONS

The parties may make remarks or amendments to this agreement. Any dispute regarding the interpretation of this agreement should be resolved through negotiation

SECTION 8 SIGNATURES

Signature candidate

Date

Signature faculty for UiB

Date

Signature external party

Date

SECTION 9 REMARKS OR AMENDMENTS, PART C

SECTION 10 SIGNATURES IF ANY AMENDMENTS

NB! ONLY TO BE SIGNED IF THERE ARE ANY AMENDMENTS AFTER ADMISSION

Signature candidate

Date

Signature basic unit/department

Date

Signature faculty for UiB

Date

Signature external party

Date