

# ADMISSION AGREEMENT FOR THE ORGANIZED PHD PROGRAMME

## VID SPECIALIZED UNIVERSITY

The admission agreements are based on § 6 in the regulations for the PhD Degree at VID Specialized University of 11 December 2015, no. 1666, which state that admission to the PhD Programme must be formalized by a written agreement between the PhD student, the supervisor and VID. The admission agreement ensures that the PhD student participates regularly in an active research environment and facilitates that the PhD Programme is completed on schedule.

The agreement document complies with the rules and regulations concerning the PhD Programme (Act of 1 April 2005 no. 15 concerning Universities and University Colleges, regulations for the PhD Degree at VID Specialized University and guidelines and additional provisions for the PhD programmes at VID of 20 September 2016, the Working Environment Act with regulations and the Public Administration Act, cf. uhl § 7-6). The agreement consists of three parts.

Instructions on completing the agreement document:

### **Part A, General part**

All PhD students who have been admitted to the organized PhD Programme must fill out Part A.

This is an agreement between the PhD student and VID, either at the Centre for Diaconia and Professional Practice (CDP) or at the Centre for Mission and Global Studies (CMG).

Concerning some of the paragraphs in part A:

Point 3 Term of agreement: Enter the start date and date of completion for the doctoral research fellowship position. If the PhD student has an agreement with the employer about funding through other arrangements, use the equivalent start date and date of funding approval and other facilitation of the PhD Programme. If exact dates cannot be determined, use the time of admission to the PhD Programme as a start date.

### **Part B, Academic supervision agreement**

All PhD students who have been admitted to the organized PhD Programme must fill out part B.

This is an agreement between the PhD student, supervisor(s) and VID, either at the Centre for Diaconia and Professional Practice or at the Centre for Mission and Global Studies.

If a PhD student has several formal supervisors, part B of the agreement must be made between the student and all the supervisors.

### **Part C, Agreement between external institution and VID**

The PhD students who receive external funding or who are employed by another institution must fill out part C. The agreement is also valid for PhD students who are employed by another VID faculty than the one he/she is affiliated with through the admission agreement's part A.

If a PhD student is affiliated with two external institutions (one external funding institution and one that offers the position) an agreement must be made for each of the external parties. See further information in the attached application form for admission to the PhD Programme.

# **ADMISSION AGREEMENT FOR THE PHD PROGRAMME**

AT VID SPECIALIZED UNIVERSITY

THE AGREEMENT CONSISTS OF PARTS A, B, AND C

## **PART A: GENERAL PART**

### **1. AIM**

The agreement applies to PhD students who have been admitted to the organized PhD Programme. The aim of the agreement is to ensure implementation of the PhD Programme and regulate the rights and obligations of the parties within the framework of legislations, regulations and admissions decisions.

### **2. THE ADMISSIONS DECISION**

Agreement between:

Centre: \_\_\_\_\_ and

PhD student: \_\_\_\_\_

who \_\_\_\_\_ (date) is admitted to the PhD Programme at VID Specialized University.

### **3. DURATION**

The agreement is valid from \_\_\_\_\_ to \_\_\_\_\_

The agreement period is automatically extended for leave of absences pursuant to legislations, regulations and guidelines for holding a doctoral research fellowship position.

Under special circumstances, the agreement can be terminated before the agreed date, cf. § 5-5 in regulations for the PhD Degree at VID Specialized University.

#### **4. PLAN FOR THE TRAINING COMPONENT AND DISSERTATION**

The PhD student must implement a training component and a research project during the term of agreement. The PhD Programme shall lead to a dissertation with the following working title:

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The plan for the PhD Programme is governed by the requirements in the University's regulations for the PhD Degree with additional provisions, current training programme for the PhD Programme and the PhD student's approved plan for the training component and the research project (the Admissions Decision).

It is possible to make changes or supplements in the PhD student's project description or plan for the training component without revising the agreement. However, any changes in the PhD student's approved plan for the training component or research project must be submitted to the centre in question (CDP or CMG at VID) for written approval, for example in the semi-annual progress report. If the changes are so drastic that the agreement no longer portrays a real picture of the working relations, funding, content and progress of the research project, or other essential conditions, the institution can demand expiration or replacement of the agreement.

#### **5. ACADEMIC SUPERVISION**

A separate agreement must be made concerning academic supervision during the PhD Programme, cf. part B of the agreement.

Any changes in the supervision agreement will be specified in part B.

## 6. FUNDING AND EMPLOYMENT DURING THE PHD PROGRAMME

The PhD Programme is implemented with funding or employment specified in the following:

### Employment and work place:

During the term of agreement, the PhD student will be employed by: \_\_\_\_\_

During the term of agreement, the PhD student will have his/her work place at (centre/campus, if relevant: Name of institution, enterprise or other unit):

\_\_\_\_\_

### Funding:

The PhD student is funded by (institution/source of funding):

\_\_\_\_\_

for the time period specified in point 3 or the following time period:

from \_\_\_\_\_ to \_\_\_\_\_

Other conditions concerning the funding: \_\_\_\_\_

\_\_\_\_\_

(If the conditions are specified in part C of the agreement or in a separate document, please specify and, if necessary, attach the document.)

### Appointment to a doctoral research fellowship position and terms of employment (To be completed by those who have such an appointment during the term of agreement)

The PhD student is employed as a doctoral research fellow 1071 or doctoral research fellow 1378 at

\_\_\_\_\_

(Employer institution)

### Terms of employment for those employed with a work requirement (upon agreement):

The work requirement will be carried out at:

\_\_\_\_\_ (work place)

The work requirement comprises the following percentage of working hours: \_\_\_\_\_ %

Other terms of employment: \_\_\_\_\_

Doctoral research fellows are expected to contribute actively and regularly to the academic environment he/she is affiliated with, beyond participation in mandatory workshops and seminars at CMG/CDP .

A separate agreement that regulates the employment is made for doctoral research fellowship positions where VID is the employer. Also applicable, are regulations for the PhD Degree at VID Specialized University and guidelines and additional provisions for the PhD programmes at VID of 20 September 2016.

## **7. AGREEMENT BETWEEN DEGREE-AWARDING INSTITUTION AND EXTERNAL INSTITUTIONS OR ENTERPRISES**

When an external institution or enterprise contributes to the PhD training through employment, funding or by facilitating work places, part C of the agreement must be filled out.

## **8. INFRASTRUCTURE**

PhD Students employed by CMG/CDP as doctoral research fellows, will have access to the infrastructure needed to implement his/her research project, as specified in § 5-2 in the regulations for the PhD Degree at VID.

Special agreements about access to necessary infrastructure are made with PhD students who are not employed by CMG/CDP (but have external funding or work place). The University/external party's obligation to provide necessary infrastructure for these PhD students is specified in part C of the agreement.

VID makes individual agreements concerning special incidental expenses with the source of funding/funding unit and/or those who provide work places. These are specified in part C of the agreement.

Other special conditions:

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## **9. COPY-, PATENT- AND OTHER INTELLECTUAL PROPERTY RIGHTS; IPR**

The following is in accordance with the Copyright Act of 12 May 1961 no. 2 and its' regulations.

If the PhD student is the sole author of the PhD Dissertation, he/she has sole intellectual property rights of the product.

Academic publications or other contributions which cannot be distinguished as one author's individual work, will be considered joint products. The authors have shared intellectual property rights of such articles.

Parts of the dissertation and other academic work resulting from the dissertation of which the PhD student has sole intellectual property rights, may be copied free of charge by VID for use in teaching, research and development, unless a publisher/scientific journal sets limits for this. The PhD student

must be notified in advance and credited by name according to current legislation and normal practice.

If the PhD student makes a patentable invention during his/her PhD project, a written notice of the invention must be immediately submitted to the University according to § 5 of the Act of 17 April 1970 no. 21 concerning the right to employees' inventions (Act Respecting the Right to Employees' Inventions). According to the same Act's § 4, cf. § 6, 1. and 2. section, the University is entitled to claim the right to the invention. If the invention is created in cooperation with a supervisor, the PhD student and the supervisor must determine their respective shares of the patentable invention.

Nevertheless, the PhD student is entitled to publish the invention according to the conditions specified in § 6, 3. section of the Act Respecting the Right to Employees' Inventions.

The same right to publish is also applicable to the supervisor, if the invention is a joint project and the PhD student's or third party's rights do not prevent it.

No restrictions can be applied to the publication of a PhD dissertation, unless there is a previous agreed upon delay of the publication date, to allow a possible external party to consider the question of patenting, cf. Part C, point 7.

Normally, VID should be credited if VID has provided an essential contribution to or made possible the PhD student's contribution to the publication. If the PhD student is appointed by VID during his/her research project or parts of this, it is considered an essential contribution. The provisions in Part C, point 7, last section are applicable to PhD students who are appointed and/or have supervisor(s) at several institutions/enterprises. The Norwegian Association of Higher Education Institutions (UHR) provides guidelines for crediting academic publications to institutions. Deviations from the crediting requirements specified in this paragraph, can be made in accordance with the crediting guidelines mentioned above.

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

Results, data etc. must be used in accordance with laws, current ethical guidelines, agreements, conditions determined by research ethical committees and other competent bodies in addition to normal research practice.

Legislation applicable to the specific area governs results that are not regulated by intellectual property rights alone.

## **11. DISCLOSURE REQUIREMENTS AND FOLLOW-UP RESPONSIBILITY**

While in the Programme, the PhD student must submit written progress reports at least once a year, or at other intervals decided by the institution's additional provisions. The reports are submitted to the Research Committee or another body appointed by the rector.

The supervisors must also submit a report as mentioned in the above section. The main supervisor is responsible for submitting a joint report.

The parties are required to exchange ongoing information concerning all conditions relevant to the completion of the PhD Programme. The parties are required to actively follow up conditions that may lead to delayed or incomplete progression.

## 12. TERMINATION BEFORE THE AGREED DATE

Voluntary termination:

An agreement can be made with the PhD student concerning termination before the stipulated date. In such cases, there must be a written agreement on the settlement of prospective employment, funding, rights of research results etc.

If the voluntary termination is due to the PhD student's wish to change projects or transfer to a different PhD Programme, he/she must apply for new admission on the basis of the new project, cf. point 4 of this part, section 3.

### **Enforced termination:**

The institution can decide to terminate a PhD Programme before the agreed date. Decisions to terminate may be made based on one or more of the following conditions:

- Substantial delay in the progression of the training programme
- Repeated or considerable breaches regarding the demands for the disclosure of information, follow-ups and reports, including non-submission of progress reports, cf. point 11 above and § 9 in the regulations concerning the PhD Degree at VID.
- Delay in the progress of the research project of such nature that it creates a reasonable doubt as to the PhD student's ability to complete the project within the agreed period of time. Enforced termination under these conditions can only be applied if the delays or lack of progress are the direct responsibility of the PhD student, such as if:
  - The qualifications of the PhD student appear to be weaker than first assumed on the basis of the admissions application, project description and other information available at the time of admission.
  - The PhD student misuses his/her time, resulting in reduced progress compared to what could be reasonably expected.
  - The PhD student is no longer able to maintain reasonable progress, due to failing motivation or other personal conditions.

Decisions on enforced terminations are made by the University. Complaints are processed by the University's Appeals Committee.

As a rule, the above conditions should be sought solved in consultation with the PhD student, i.e. through arranged measures. Enforced termination cannot be imposed until such solutions have been tried and appear to have no chance of succeeding.

If cheating occurs at exams or tests during the programme, the institution may impose an annulment, cf. Act Relating to Universities and University Colleges § 4-7. If the incident(s) is serious enough to be considered misconduct, cf. same Act's § 4-13 (1), cf. Act on Ethics and Integrity in Research § 5, second section, the institution may impose enforced termination (cf. the ensuing paragraph). Decisions on enforced termination due to cheating, are made by the University's Appeals Committee. The Appeals

Committee’s decision can be appealed again to the Joint Appeals Committee, cf. Act Relating to Universities and University Colleges § 5-1 (7) and additional regulations.

If a PhD student is guilty of academic misconduct, cf. Act Relating to Universities and University Colleges § 4-13 (1), cf. Act on Ethics and Integrity in Research § 5, section 2, the University can determine enforced termination. Decisions on enforced termination due to academic misconduct, are made by the University’s Appeals Committee. Appeals against such decisions are processed by the Ministry of Education and Research or a special appeals body appointed by the Ministry, cf. Act Relating to Universities and University Colleges § 4-13 (1).

Conduct by the PhD student that breaks the trust between the institution and the PhD student, including criminal activities during implementation of the PhD Programme, may also cause enforced termination.

PhD students who hold doctoral research fellowship positions at the institution, can be dismissed from their positions for just and reasonable cause with reference to either the institution, the employer or the employee, cf. The Working Environment Act.

**13. FINAL PROVISIONS**

This agreement is made within the framework of current regulations for the PhD Programme. The parties have received one copy each of the agreement. The University College files the original agreement.

\_\_\_\_\_, date \_\_\_\_ / \_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
PhD student

\_\_\_\_\_  
VID, Director of Centre (CMG/CDP)

**CHANGES AND SPECIFICATIONS IN THE AGREEMENT**

The following changes/specifications are included in the agreement:

\_\_\_\_\_, date \_\_\_\_ / \_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
PhD student

\_\_\_\_\_  
VID, Director of Centre (CMG/CDP)

# ADMISSION AGREEMENT FOR THE ORGANIZED PHD PROGRAMME

AT VID SPECIALIZED UNIVERSITY

THE AGREEMENT CONSISTS OF THE PARTS A, B, AND C

PART B: AGREEMENT ON ACADEMIC SUPERVISION DURING THE PHD PROGRAMME

**If more than one supervisor is appointed, the agreement must be signed by all the supervisors.**

## 1. AIM

This agreement applies to supervision of the PhD dissertation with the working title:

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and academic follow-up of the agreed plan for the PhD Programme (cf. Part A, point 4).

The agreement determines rights and obligations concerning supervision during the term of agreement.

## 2. THE PARTIES OF THE AGREEMENT

The parties of the agreement are the PhD student, supervisor(s) and VID at one of the centres (CDP /CMG)

The appointed main supervisor during the term of agreement is:

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

\_\_\_\_\_ (department/faculty/institution)

The appointed co-supervisor during the term of agreement is:

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

\_\_\_\_\_ (department/faculty/institution)

The appointed co-supervisor during the term of agreement is:

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

\_\_\_\_\_ (department/faculty/institution)

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## 3. THE BASIS OF THE PROGRAMME

Supervision is based on the project description and the plan for the training component, cf. Part A, point 4.

#### **4. REPORTING AND DISCLOSURE REQUIREMENTS**

The PhD student and the main supervisor are required to exchange ongoing information about all conditions relevant to the implementation of the PhD Programme and the supervision. The parties must actively follow up conditions that can lead to a breakdown in the supervision, as specified in § 9-1 in the regulations for the PhD Degree at VID and in point 5 below. The PhD student is obligated to submit progress reports according to the additional provisions of the regulations and in part A of the agreement.

#### **5. THE PHD STUDENT'S AND THE SUPERVISOR'S DUTIES CONCERNING IMPLEMENTATION OF SUPERVISION**

**The supervisor is required to:**

- give advice on the formulation and limitation of the subject and problems
- discuss and evaluate hypotheses and methods
- provide support in navigating scholarly literature, digital resources and databases (libraries, archives etc.)
- discuss plans and production of thesis text (outline, style, documentation etc.)
- stay informed about the PhD student's progress and evaluate it according to the planned progress
- introduce the PhD student to relevant academic environments
- discuss results and their interpretations
- provide the PhD student with guidance concerning academic communication
- provide the PhD student with guidance concerning ethical dilemmas in connection with the dissertation.

**The PhD student is required to:**

- submit drafts for parts of the dissertation by agreement with the supervisor and according to the project description. Parts of the dissertation can be submitted in connection with seminars
- complete the course work in accordance with the progress plan
- contribute actively and regularly to the academic environment he/she is affiliated with, beyond participation in mandatory workshops and seminars at the CMG/CDP
- comply with research ethical principles applicable to the discipline.

#### **6. PHD PROJECTS INVOLVING SEVERAL ACADEMIC ENVIRONMENTS**

When the PhD dissertation involves several academic environments, or different academic environments cooperate on a dissertation, academic- and possible financial credit granted to the specific academic environment must be incorporated in a separate agreement.

The agreement is predicated on the following distribution:

Academic environment	Credit by %

The final distribution is determined when the PhD student applies for his disputation.

#### **7. COPY- AND PATENT RIGHTS**

If the PhD student is the sole author of the PhD dissertation, he/she has sole intellectual property rights of the product.

If the PhD dissertation comprises a compilation of articles and a summary, the PhD student alone will have intellectual property rights of the parts resulting from his/her independent creative efforts. Articles which cannot be distinguished as each author's individual work, will be considered joint products. The authors have shared intellectual property rights of such articles.

If the PhD student makes a patentable invention during his/her PhD project, the PhD student is entitled to apply for a patent. If the invention is created in cooperation with a supervisor, the PhD student and the supervisor must determine their respective shares of the patentable invention.

#### **8. CHANGE OF SUPERVISOR**

The PhD student and the supervisor can agree to request that a new supervisor be appointed for the PhD student. The supervisor cannot resign until a new supervisor is appointed.

If the PhD student or the supervisor finds that the other party fails to comply with their obligations in accordance with points 4 and 5 above, the party that claims violation is required to confront the other party. Even though it is desirable that the PhD student and the supervisor attempt to find a joint solution to the situation at hand, it might be required to seek assistance from the management at the centre in question or the pro-rector for research (i.e. if the head of the centre/programme leader also is supervisor).

If the PhD student or the supervisor finds that the other party fails to comply with their obligations in accordance with points 4 and 5 above, and the parties do not reach an agreement despite discussion, the PhD student or the supervisor can request to be released from the supervision agreement. There

may also be other reasons why the parties want to be released from the supervision agreement (i.e. changes in the supervisor’s work situation, private matters, collaboration problems, incompatible personalities).

A request to be released from the supervision agreement, can be filed to the centre in question. The centre must send a copy of the request to the other party. The director of centre in agreement with the pro-rector for research, or the pro-rector for research (if the Director of Centre/programme leader is supervisor), determines whether the PhD student and the supervisor should be released from the supervision agreement. The director of centre/pro-rector for research must immediately arrange to appoint a new supervisor for the PhD student and ensure that he/she enters a supervision agreement with the new supervisor. Any external parties must be informed about the situation described in this paragraph.

**9. FINAL PROVISIONS**

This agreement is made within the framework of the current regulations for the PhD Programme. The parties have received a copy of the agreement. The University College files the original.

\_\_\_\_\_, date \_\_\_\_\_ 20 \_\_\_\_\_

PhD student: \_\_\_\_\_

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

VID, Director of Centre (CMG/CDPC): \_\_\_\_\_

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

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

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**CHANGES AND SPECIFICATIONS**

The following changes/specifications are included in the agreement:

\_\_\_\_\_, date \_\_\_\_\_ 20\_\_\_\_\_

PhD Student: \_\_\_\_\_

Main

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

VID, Director of Centre (CMG/CDPC): \_\_\_\_\_

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

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

# ADMISSION AGREEMENT FOR THE ORGANIZED PHD PROGRAMME

AT VID SPECIALIZED UNIVERSITY

THE AGREEMENT CONSISTS OF PARTS A, B, AND C

## PART C: AGREEMENT BETWEEN EXTERNAL INSTITUTION AND VID SPECIALIZED UNIVERSITY CONCERNING THE IMPLEMENTATION OF THE PHD PROGRAMME

If a cooperation exists between two external institutions (Institution providing funding and institution providing work place), an agreement must be made for each institution.

### 1. THE PARTIES OF THE AGREEMENT

This agreement is made between:

\_\_\_\_\_  
VID, Director of Centre (CMG/CDPC):

\_\_\_\_\_  
PhD student

and

\_\_\_\_\_  
University College, University, external institution, company, henceforth called **external party**.

It is assumed that the **external party** is acquainted with Part A and Part B of the agreement, and with the regulations for the PhD Degree at VID.

### 2. THE AIM AND DURATION OF THE AGREEMENT

This agreement aims to ensure that the PhD student has satisfactory working conditions to complete his/her PhD training and dissertation. The agreement determines the rights and obligations of the respective parties during the term of agreement.

The working title of the PhD student's dissertation: \_\_\_\_\_

A plan for the training and the dissertation is specified in Part A: General admissions agreement. This agreement has the same duration as the agreement between the PhD student and VID (cf. Part A, point 3). The agreement may be of a shorter duration in the previous section if the PhD student terminates the organized PhD Programme before the agreed date. In such cases, each party must apply for an arranged termination of their mutual obligations.

### 3. COOPERATION

The parties are obligated to cooperate closely concerning the implementation of the research training mentioned in point 2 above. The parties are required to exchange mutual information concerning aspects of relevance to the implementation. Every aspect concerning the obligations of the parties, as stated in point 4, that could affect the agreement or the current rights and obligations, should be brought to the other party's attention as soon as possible.

When this information and aspects mentioned in the first section are conveyed to the other party, the parties are obligated to find a joint solution to the problem at hand.

### 4. RIGHTS AND OBLIGATIONS

VID's rights and obligations are specified in the regulations for the PhD Degree with additional provisions and admissions agreement Part A and B.

The **external party** is obligated to fund the PhD Programme and ensure satisfactory salary and working conditions for the PhD student, so that he/she gets a PhD education equivalent to nominal full time period of study, and that the PhD training constitutes at least 50 % of the working hours. The **external party** is also obligated to offer the PhD student a work space with necessary equipment. The **external party** must also supply an operating budget of minimum NOK 20 000 (i.e. minimum NOK 60 000 during the PhD Programme). The PhD student is required to contribute actively and regularly to the academic environment he/she is affiliated with, beyond participation in mandatory workshops and seminars at the CMG/CDP .

If the PhD student is given a work space at VID, these expenses must be included in the funding of the research training. If salary/scholarship for the PhD student and operating expenses are divided between VID and external party/parties, this must be specified in the agreement.

If the **external party** provides a supervisor for the PhD student during the term of agreement, this must be specified in the Admissions agreement, Part B.

### 5. EQUIPMENT

The PhD student must have access to equipment needed to implement his/her research project, cf. point 8 in Part A of the agreement and the regulations for the PhD Degree.

VID in consultation with the **external party** decides what is considered necessary equipment and the funding of the equipment. The institution that provides a working place for the PhD student is responsible for meeting the obligations in this respect. VID and the **external party** must negotiate a special agreement on funding for extra equipment and operating expenses.

## 6. ADDITIONAL PROVISIONS

During the term of agreement, the PhD student will have his/her working place at:

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

\_\_\_\_\_ (centre/campus)

During the term of agreement, the PhD student will be needing special operating expenses for the following purposes:

\_\_\_\_\_

The total expenses of the PhD Programme (labour costs equivalent to a minimum of 50 % working hours in addition to operating expenses/equipment etc.) is estimated to NOK\_\_\_\_\_ of which

\_\_\_\_\_ (External party) funds NOK\_\_\_\_\_

## 7. RIGHTS CONCERNING USE OF RESULTS ETC.

VID, the PhD student and the external party must make an agreement concerning the scope of the external party's possible right to use results that emerge from a PhD dissertation.

The **external party** may not require the dissertation or parts of it to be exempt from publication.

No restrictions can be applied regarding the publication of a PhD dissertation, unless there is a previous agreed upon delay of the publishing date to allow the external party to consider the questions of patenting/commercialization in cases where they can claim the exploitation rights.

## 8. FINAL PROVISIONS

Any changes or additions to this agreement must be in writing. Conflicts concerning the understanding of this agreement should be sought solved through negotiations.

\_\_\_\_\_, date \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
VID, Director of Center (CMG/CDP)

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

\_\_\_\_\_  
PhD student

**CHANGES AND SPECIFICATIONS**

The following changes/specifications are included in the agreement:

\_\_\_\_\_, date \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
VID, Director of Centre (CMG/CDP)

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

\_\_\_\_\_  
PhD student