



PHD CONTRACT

Agreement concerning admission to the PhD programme
at NHH Norwegian School of Economics

The agreement applies to PhD candidates who have been individually admitted to the PhD programme at NHH. The contract has been drawn up in accordance with the Acts and regulations concerning the PhD programme, cf. in particular the *“Regulations for the Philosophiae Doctor (Ph.D) degree at NHH”*.

The contract consists of three parts:

- **Part A** is to be signed by the PhD candidate, the Head of Department, the principal supervisor and the Vice Rector for Research.
- **Part B** is to be signed by the PhD candidate, the Head of Department and the principal supervisor.
- **Part C** applies to externally funded PhD candidates, and is to be signed by the PhD candidate, the Vice Rector for Research, and the external party.

The contract should be signed within the first three (3) months after the start date of the contract of employment.

Changes or additions in the contract must be approved by the Vice Rector for Research (Part A and C) or the Head of Department (Part B) and documented in the form *“Revision to the original agreement”*.

PART A

1 Contract intention

The objectives of the agreement are to ensure completion of the PhD programme within the stipulated time and to specify the parties' responsibilities, rights and obligations.

2 The contract parties

The contract has been entered between:

PhD candidate: _____

and

NHH Norwegian School of Economics, at the Department of: _____

3 Contract period

The period covered by the Agreement is the same as the period covered by the funding, cf. Contract of employment.

The Agreement is valid from: _____ to _____

The agreement period will be extended automatically for leaves of absence, longer than two or more continuous weeks, granted on the basis of Norwegian Rules and Regulations for state employees.

Under certain circumstances, this agreement may be terminated prior to the specified date of conclusion, cf. *Regulations for the PhD degree at NHH Chapter 4*.

4 NHH's obligations

NHH is obliged to facilitate the PhD candidate's completion of the requirements in this contract. This includes offering the courses and exams that the candidate is required to complete, or facilitating the PhD candidate's completion of these requirements at other universities or business schools. The department will appoint one principal supervisor and at least one or more co-supervisor which constitutes the PhD candidate's supervisory committee.

NHH has no obligation to offer the PhD candidate supervision for a period longer than the Contract period, cf. section 3.

The appointed **principal supervisor** during the agreement period is:

Name: _____

Department: _____

5 Obligations of the principal supervisor and the PhD candidate in connection with supervision

5.1 Obligation to provide information

The PhD candidate and the principal supervisor are obliged to keep one another regularly informed about all matters of significance for carrying out the PhD project. The parties are obliged to actively follow up on matters of importance in relation to 5.2 and 5.3.

5.2 Obligations of the principal supervisor

The basis for supervision is the subject of the thesis and the plan of progress. The supervisor shall:

- Assist in formulating and delimiting the topic and research question
- Discuss and recommend the course plan for the PhD candidate
- Discuss and assess research methods, data and hypotheses

- Discuss results and their interpretation and relevance
- Provide guidance to search and review literature and data (library, archives etc.)
- Discuss the plan and completion of the thesis (structure, linguistic form, documentation, milestones, publication outlets etc.)
- Be committed to the progress of the candidate's work
- Introduce the candidate to relevant scientific communities and networks
- Provide guidance in research ethics principles regarding the thesis

The principal supervisor will be obliged to submit an annual progress report by **1 October** each year cf. *Regulations for the PhD degree at NHH § 3-2*.

5.3 Obligations of the PhD candidate in relation to the supervision

- Comply with ethical research principals of her/his disciplinary field
- Actively seek supervision on academic matters in connection with the research work and work on the thesis
- Submit regular drafts of parts of the research work/thesis to the supervisor(s)

5.4 Change of supervisor/termination of supervision

Disagreements concerning the rights and obligations in accordance with this contract may be brought, by either party, before the Vice Rector for Research.

If the PhD candidate or the supervisor finds that the other party is not fulfilling his or her obligations according to Section 5 and 6, the party which feels that the obligations are not being met is to raise the issue with the other party. The PhD candidate and the supervisor must work together to find a solution.

The PhD candidate and the supervisor may by mutual agreement, request the Vice Rector for Research to appoint a new supervisor. The supervisor shall not be released from the agreement until a new supervisor is appointed.

If the parties, after discussion have not reached an agreement on resolving the situation, the PhD candidate and the supervisor may request to be released from the supervision. Such a request shall be addressed to the Vice Rector for Research, but sent through the Department, which will make a recommendation. On any such decision, the Department must ensure that the PhD candidate is appointed a new supervisor.

6 PhD candidate's obligations

The following obligations constitute a plan of progression for the PhD candidate. The PhD candidate and supervisor/PhD coordinator should develop additional milestones in Part B. Subsequent revision of the plan cannot weaken the implied requirements or expectations expressed therein.

6.1 Research work and the working title of the thesis

A detailed plan of progression for the thesis work is stated in Part B, "17 Additional Milestones".

Please state the working title of the PhD candidate's thesis:

The thesis may be a collection of research papers or a monograph. Please mark off one of the following:

- The dissertation will be a collection of researchs papers
- The dissertation will be a monograph

6.2 Training component

The training component must be equivalent to a minimum of 45 credits, and it must include training in the philosophy of science and ethics. The PhD candidate must normally pass the training component within the second year of the programme.

Please state the mandatory courses below. The plan for the elective courses is specified in section 16, part B of this agreement.

Mandatory courses

Course code	Title of course	Credits

Note regarding all courses:

- PhD candidates are normally required to achieve no less than “C” or “pass” in any course.
- Courses can be retaken *once*, to satisfy this requirement.

6.3 Milestones

The following milestones apply:

- a. The PhD candidate must normally complete the training component within two years.

- b. The PhD candidate must pass a mid-term evaluation (proposal defence). The proposal defence should normally be held in the third or the fourth semester.
- c. The PhD candidate must complete a course in pedagogy (the course gives no credits) prior to submission of the thesis.
- d. Vice rector for research may add additional obligatory milestones in case of delayed progress.

Additional milestones are specified in Part B, “17 Additional milestones”. Failure to reach the milestones constitute a breach of the candidate’s obligations.

6.4 Annual progress report

The PhD candidate is obliged to submit an annual progress report by **1 October** each year cf. *Regulations for the PhD degree at NHH § 3-2*.

6.5 Other requirements

The PhD candidate must:

- a. Regularly attend faculty seminars and other major events organised by the department
- b. Present his/her research work at least once a year in one of the department’s seminar series or similar occasions.
- c. Register for an ORCID on <https://orcid.org>. The ID shall be registered into the Crstin-system.
- d. Reside in Bergen, Norway for the duration of this contract, unless written permission to reside elsewhere is provided by the department. Such permissions should be reserved for PhD candidates who visit other universities or business schools as part of the PhD programme at NHH.
- e. Read and abide to the *Regulations for the Ph.D degree at NHH*
- f. Be present at his/her workplace at your Department and adjust to the requirements from the Leadership of the Department.

7 Voluntary termination prior to termination rights

The PhD candidate and the institution may agree to terminate the candidate’s participation in the PhD programme prior to the termination date. All questions regarding employment, funding, rights to use of research results etc. shall be settled in a termination agreement.

If voluntary termination is due to a candidate’s desire to change projects or transfer to a different doctoral programme, the candidate is required to reapply for admission to the PhD programme on the basis of the new project. A decision to transfer to a dr. philos. degree (the independent doctorate) shall be considered to be a voluntary termination.

8 Intellectual property rights (IPR), patent and copyrights

If the PhD candidate is the sole author of the thesis, she/he has the sole copyright for the work. If the doctoral thesis consists of a collection of research papers and a summary/abstract, the candidate has the sole copyright for the parts that are the result of his/her independent creative efforts. Research papers written by a number of authors where it is impossible to identify individual contributions as separate works, the co-authors jointly hold the intellectual property rights to the work.

The parts of a doctoral thesis for which the candidate has the sole copyright, as well as other works that result from the work on the thesis and for which the candidate has the sole copyright, may be used for the production of copies for NHH's teaching and research activities without any costs to

16 Elective courses

If the PhD candidate's and supervisor's plan for the candidate to take PhD courses at other institutions, these courses must be approved by the Department in advance.

Please state the elective courses below:

Course code	Title of course	Credits

Note regarding all courses:

- PhD candidates are normally required to achieve no less than "C" or "pass" in any course.
- Courses can be retaken *once*, to satisfy this requirement.

17 Additional milestones

The parties to this contract may agree upon additional milestones.

Please state the additional milestones below:

	Milestone	Due date
1		
2		
3		
4		
5		
6		
7		
8		

Failure to reach the milestones constitute a breach of the candidate's obligations.

PART C

Part C applies to externally funded PhD candidates, and is to be signed by the PhD candidate, the Vice Rector for Research, and the External party.

21 The contract parties

Please mark off one of the following:

- Industrial PhD
- Public sector PhD
- Agreement with another institution

For industrial/public sector PhD: This agreement is conditioned upon that the Research Council of Norway and the External party enter into an industrial or public sector PhD agreement.

This contract has been entered between:

NHH Norwegian School of Economics

Department: _____ (hereafter NHH)

and

External party: _____ (hereafter External party)

External mentor: _____ **e-mail:** _____

Other parties

PhD candidate: _____

Principal supervisor: _____ **Affiliation:** _____

Co-supervisor: _____ **Affiliation:** _____

Co-supervisor: _____ **Affiliation:** _____

It is assumed that the **External party** is familiar with Part A and Part B of the agreement and the *Regulation for the degree of Philosophiae Doctor (PhD) at NHH*.

22 Objective of the agreement

The objective of this agreement is to ensure that the PhD candidate has the satisfactory working conditions for the completion of the PhD programme. The agreement defines the parties' respective rights and obligations during the period covered by the agreement.

Please state the title of the project:

23 Contract period

This agreement is of the same duration as the agreement between the PhD candidate and NHH cf. Part A, section 3.

The Agreement is valid from: _____ to _____

If the PhD candidate terminates his/her PhD study on a voluntary basis or if the termination is enforced before the agreed date of completion, each party must seek the proper settlement of their obligations in relation to the other parties.

24 The parties' cooperation

The parties to this agreement will cooperate closely and assist in the candidate's PhD project.

NHH is obliged to provide a supervisor for the PhD candidate for the period covered by the agreement and offer library resources at the disposal of the candidate.

In addition to salary, the External party will fund the PhD project including funds to cover annual operating costs of up to NOK 30 000 in relation to the candidate's PhD project (data collection, travel to conferences etc.). The External party carries employer liability in accordance with Norwegian law.

The parties are obliged to cooperate closely on the completion of the PhD programme. All parties are obliged to keep each other informed about any conditions that may be of significance to the completion of the programme. All factors which may impact the fulfilment of the agreement must be brought to the attention of all parties as early as possible. The parties are obliged to actively cooperate to find a solution to the problems which may arise.

25 Residency requirement of the PhD candidate

The candidate must reside at both NHH and the External party, each for at least one year of his/her PhD study. This does not have to be continuous and the residency time is to be allocated in accordance with what is most appropriate for the project and PhD programme. NHH will offer the candidate office space during the time period the candidate resides at NHH.

NHH and the candidate have responsibility to ensure that the candidate is included and integrated in the research environment at NHH.

The obligations/relationship between the candidate and NHH will otherwise be regulated by Part A and Part B of this agreement.

26 Intellectual property rights, public access and publishing

26.1 Intellectual property rights to the PhD thesis

If the PhD candidate is the sole author of the thesis, she/he has the sole copyright of the work. If the doctoral thesis consists of a collection of research papers and a summary/abstract, the candidate has the sole copyright for the parts that are the result of his/her independent creative efforts. Research papers written by multiple authors where it is impossible to identify individual contributions as separate works, the co-authors jointly hold the intellectual property rights to the work.

The parts of a doctoral thesis for which the candidate has the sole copyright, as well as other works that result from the work on the thesis and for which the candidate has the sole copyright, may be used for the production of copies for NHH's teaching and research activities without any costs to NHH. In the event of such use, the candidate's name will be stated in accordance with legal stipulations and good practise.

26.2 Public access and publishing

The candidate has the right to publicly defend and publish the results of the PhD thesis.

No restrictions may be imposed on the publication of and public access to a PhD thesis, with the exception of a pre-agreed deferral of the date of publication/public access, so that any External party may consider patent filing/commercialization (c.f. Regulations for the PhD degree at NHH § 9-1). An External party can not set the condition that all or parts of the PhD thesis can be retained from to publication or public access. NHH may, by request from the External party, decide to postpone the public defence. However, if the delay is more than three months it requires consent from the candidate.

26.3 NHH's rights to publish the results from the project

NHH has the right to publish the results from the research project and the External party will be given a written notice three months in advance before the publishing. The External party will have the right to comment on the proposed publications and to request the removal of sensitive information.

27 Crediting publications

On the publication of or public access to the PhD thesis, NHH and the External party must be credited.

28 Concluding remarks

The basis for admission to the PhD programme may cease if the candidate's contract of employment is terminated during the agreement period.

If the candidate's participation in the PhD programme ends either through voluntary or involuntary termination before the PhD thesis work is completed, each of the contract parties retains all rights to material/results they have contributed to.

Any disputes concerning the interpretation of the agreement are to be resolved by negotiations according to Norwegian law.

29 Amendments

The following amendments/clarifications have been included in the agreement:

30 Signatures

For NHH by Vice rector for research:

.....
Capital letters

.....
Date/signature

For the External party:

.....
Capital letters

.....
Date/signature

Copy: PhD candidate