

## AGREEMENT ON ADMISSION TO THE PHD PROGRAMME AT MF

### INTRODUCTION AND INSTRUCTIONS

The admission agreement is based on the *Recommended Guidelines for the Doctor of Philosophy Degree (PhD)* approved by the Norwegian Association of Higher Education Institutions (UHR) on 29 April 2011 (updated and amended on 29 January 2015). The purpose of the agreement is to supplement and specify the institution's decisions concerning admission to the PhD programme. The binding agreement between the parties aims to ensure that candidates admitted to a PhD programme have working conditions that enable them to complete the programme within the specified period of time.

The agreement is drawn up in accordance with the laws and regulations that apply to the PhD programme at MF Norwegian School of Theology, Religion and Society (MF); see the Regulations for the Doctor of Philosophy Degree (PhD) at MF and the University and University College Act of 2005 and the appurtenant regulations, in particular the regulations concerning terms and condition of employment for the post *stipendiat* (doctoral research fellow) approved by the Ministry of Education and Research on 31 January 2006, and the supplementary provisions that apply at any given point in time. The agreement is also based on other laws and regulations, including the Civil Service Act, the Public Administration Act, General Data Protection Regulation (GDPR), the Copyright Act and the Patent Act, the Research Ethics Act, as well as The Norwegian Qualifications Framework for Lifelong Learning, UHR's Recommended Guidelines for the Doctor of Philosophy Degree and the Recommended Guidelines for Crediting Academic Publications to Institutions.

The agreement consists of three parts (A, B and C) and seeks to describe and regulate the most crucial aspects of the PhD programme at MF. Typically, only part A and B require signatures.

**Part A, General terms and conditions**, is to be signed by all candidates admitted to the PhD programme. The parties to Part A of the agreement are the PhD candidate and MF.

**Part B, Agreement on academic supervision in the PhD programme**, is to be signed by all candidates admitted to the PhD programme at MF. The parties to Part B of the agreement are the PhD candidate, the supervisor(s) and MF. Part B of this agreement is required for all candidate-supervisor relationships.

**Part C, Agreement between an external party and MF on completion of the PhD programme**, is to be completed for candidates who have an external employer that contributes to the completion of the PhD programme. If a candidate is affiliated with two or more institutions, an agreement must be signed with each of the external parties.

## **AGREEMENT ON ADMISSION TO THE PHD PROGRAMME**

### **PART A: GENERAL TERMS AND CONDITIONS**

Part A of this agreement is entered into between the doctoral candidate and MF Norwegian School of Theology, Religion and Society, hereafter referred to as “the candidate” and “MF” respectively. Reference is made to the candidate’s Letter of Admission received prior to admission. Reference is also made to the Regulations for the Doctor of Philosophy Degree (PhD) at MF, unless otherwise is specified.

The agreement concerns admission to MF’s PhD programme in Theology, Religion and Society. Upon completion of the programme, candidates are awarded the degree Philosophiae Doctor.

#### **1. PURPOSE**

This agreement applies to all doctoral candidates admitted to a PhD programme through ordinary admission procedures. The purpose of this agreement is to ensure completion of the PhD programme by the candidate and to regulate the rights and obligations of the parties within the framework of the relevant laws and regulations and the specifics of the individual admission decision.

#### **2. DURATION OF THE AGREEMENT**

The agreement is valid from and including the dates stated in the candidate’s Letter of Admission.

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, see Section 12.

#### **3. REQUIRED COURSEWORK AND DOCTORAL THESIS**

During the agreement period, the candidate is to complete a PhD programme consisting of required coursework and a research project. The programme as a whole will culminate in the completion of a doctoral thesis with the working title stated in the candidate’s Letter of Admission.

The basis of the PhD programme consists of the formal admission decision, the requirements stated in or formulated in accordance with the MF’s regulations for the PhD degree, an approved project description and a plan for the required coursework.

Changes or additions to the candidate’s project description or plan for the required coursework are permitted, as long as these are not 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. If this is the case, MF may demand that the agreement be terminated or replaced by a new agreement. Other, minor changes may be made without any amendment to this agreement. Minor changes must be documented in writing and stored in such a way that their connection with this agreement is clear and unambiguous.

The changes described in the paragraph above must be submitted to the PhD Coordinator at MF for written approval.

#### **4. ACADEMIC SUPERVISION**

The doctoral candidate has the right and obligation to receive academic supervision during the agreement period. A supervision agreement must be signed between the candidate, the supervisor(s) and MF. The supervision agreement is included in this agreement under Part B.

Any amendments to the supervision agreement must be made as described in Part B.

#### **5. FUNDING AND EMPLOYMENT**

The candidate's funding shall cover the expenses necessary for completion of the PhD programme for the period stated in the candidate's Letter of Admission, and in accordance with their application for admission. When the candidate is self-funded throughout the PhD programme, Part A and B of this agreement must be signed.

When an external institution or enterprise contributes to the PhD programme by providing the candidate with a research fellowship, funding or workplace, Part C of the agreement must also be filled out.

For doctoral candidates formally employed in PhD positions at MF, a separate agreement regulating the employment relationship must be signed in addition to Part A and B.

#### **6. INFRASTRUCTURE**

The candidate shall be provided with the infrastructure necessary to complete the PhD programme. MF decides what is to be considered necessary infrastructure.

Typically, candidates admitted to the PhD programme at MF are not provided with a dedicated workplace. Exceptions to this provision are PhD candidates who hold employment at MF as a doctoral research fellow (stipendiat) under a work contract, or are employed by an external institution with which a special agreement exists. In such cases, provisions are outlined in Part C of the agreement.

#### **7. COPYRIGHTS, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS (IPR)**

The provisions in this section must not be interpreted as conflicting with the Copyright Act of 12 June 1961 or its regulations.

If the candidate is the sole author of the doctoral thesis, they alone hold the copyright to the doctoral thesis.

In cases when an article or other manuscript is written by more than one author and it is not possible to identify the individual's contribution to the whole, the article will be regarded as a joint work. The authors of such articles will hold a joint copyright.

MF may make copies at no charge of those parts of the doctoral thesis to which the candidate alone holds a copyright, as well as of other manuscripts resulting from the work involved in the thesis and to which the candidate alone holds a copyright, for use in its own teaching and research activities. In the event of such use, the candidate must be notified well in advance. The candidate must be credited on each copy produced in accordance with legislation and best practice.

If the candidate makes a patentable invention in connection with the doctoral thesis, written notification of the invention must be given to MF without undue delay pursuant to Section 5 of the Act of 17 April 1970 respecting the right to employees' inventions. In accordance with Section 4, cf. Section 6, first and second paragraphs of this same Act, MF may demand that the right to the invention be transferred from

the candidate to the institution. If the invention results from cooperation with the supervisor, the candidate and the supervisor must identify their respective parts of the patentable invention.

Nonetheless, the candidate has the right to publish the invention on the conditions stated in Section 6, paragraph three, of the Act respecting the right to employees' inventions.

The right to publish in accordance with the previous paragraph also applies to the supervisor if the invention is the result of a cooperative effort, and the candidate's or a third party's rights do not prevent this.

No restrictions may be set on public access to or publication of a doctoral thesis, with the exception of a previously agreed postponement to allow the external party, if relevant, to settle questions regarding possible patents; cf. Section 7, Part C.

When a doctoral thesis is made publicly accessible or is published, MF is normally credited if MF has made a necessary and substantial contribution or laid a foundation so that the author could produce the published manuscript. If the candidate has been employed at MF while conducting the research activity, this is regarded as a necessary and substantial contribution. Candidates who are employed by, and/or have an appointed supervisor at, more than one institution or enterprise are subject to the provisions in Part 3, Section 7, last paragraph. Also see UHR's Recommended Guidelines for Crediting Academic Publications to Institutions. Deviations from the duty to credit as stated in this paragraph must comply with the Recommended Guidelines for Crediting Academic Publications to Institutions.

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

All use of results, data, etc. must be in accordance with legislation, applicable ethical guidelines, signed agreements, conditions established by committees on research ethics and other relevant bodies and must otherwise be in keeping with good research practice.

For results that are not, or that are not alone, regulated by provisions pertaining to copyrights, see the legislation on the relevant area.

## **9. DUTY TO PROVIDE INFORMATION AND SUBMIT REPORTS**

During the PhD programme, the candidate must submit a written report regarding their progress on an annual basis or at intervals set forth by MF. The reports must be submitted for approval to the body determined by MF.

The supervisor (s) must also submit a report as described in the previous paragraph. The main supervisor is responsible for ensuring that a collective report is submitted.

The parties have a duty to keep each other informed about all factors of significance for completion of the PhD programme. The parties must actively deal with any circumstances that could delay or prevent the candidate from completing the programme.

## **10. TERMINATION PRIOR TO EXPIRY OF THE AGREEMENT PERIOD**

### **Voluntary termination prior to expiry of the agreement period**

The candidate and MF may agree that the candidate's participation in the doctoral programme will be terminated prior to expiry of the agreement period. In the event of voluntary termination, all questions regarding the terms and conditions of employment, funding, rights to the use of the research results, etc. must be settled in a termination agreement.

If voluntary termination is due to the candidate's desire to change projects or transfer to a different doctoral programme, the candidate must reapply for admission on the basis of the new project.

#### **Involuntary termination in the event of delay or lack of progress**

When one or more of the following conditions are present, MF may decide to terminate a candidate's participation in the doctoral programme without the candidate's consent:

- A serious delay in completion of the required coursework.
- Repeated or serious violations of the candidate's obligations to provide information, meet commitments, and report on the project, including a failure to submit a progress report.
- A delay in the progress of the research project that is of such a nature as to raise doubts about the candidate's ability to complete the project within the stipulated time period.
- Pursuant to these regulations, involuntary termination may be imposed only if the lack of progress or delay is due to circumstances over which the PhD candidate has control.
- A decision to impose involuntary termination based on this section must be taken by that entity determined by MF's board. Complaints are to be handled by MF's appeals committee.

#### **Involuntary termination in the event of cheating on examinations or tests during the PhD programme**

If it is found that a PhD candidate has cheated on examinations or tests during the PhD programme, MF may decide to annul such examinations and tests, cf. section 4.7 of the Act relating to universities and university colleges. If the circumstance(s) are so serious as to constitute scientific misconduct, cf. section 4.13, first paragraph, of the same Act, cf. section 5 of the Act on ethics and integrity in research, second paragraph, MF may decide to impose involuntary termination.

Decisions based on this paragraph are to be taken by the board itself or MF's appeals committee. Complaints are to be handled by the joint appeals committee for student cases, cf. section 5-1 of the Act relating to universities and university colleges and regulations in accordance with this.

#### **Involuntary termination in the event of scientific misconduct**

If it is found that a PhD candidate is guilty of scientific misconduct, cf. Section 4.13, first paragraph, of the Act relating to universities and university colleges, cf. section 5, second paragraph, of the Act on ethics and integrity in research, MF may decide to impose involuntary termination.

A decision to impose involuntary termination on the basis of scientific misconduct is to be taken by that entity determined by MF's board. Complaints regarding such decisions will be handled by the ministry or a special appeals committee appointed by the ministry.

#### **Termination and dismissal**

A PhD candidate may be dismissed from their position when there are proper grounds related to MF's or the PhD candidate's circumstances, c.f. sections 9 and 10 of the Civil Servants Act or section 15 of the Act regarding summary discharge.

## **11. CONCLUDING PROVISIONS**

Amendments and specifications to the agreement are described in the candidate's Letter of Admission. Any additional amendments and specifications made at a later time are to be filed together with this agreement in MF's digital archives; cf. Part A, Section 3.