



PHD CONTRACT 2021

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

The contract 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” (hereafter PhD Regulations)*, and the *“Regulations for full-time study programmes at the Norwegian School of Economics (NHH)” (hereafter Full-time study Regulations)*.

Parts A and B of the contract must always be completed and signed by the parties. If there is external funding or if the candidate has a place of work at an external party, Part C of the contract is also required. Part C of the contract is also to be completed for PhD candidates in the Industrial and Public Sector PhD schemes.

Any changes or additions to the contract during the period covered by the contract are to be documented by using the form *“Revision to the original PhD contract”*, dated and approved by the Vice Rector for Research (Parts A and C) or the Head of Department / PhD coordinator (Part B).

- **Part A** is to be signed by the PhD Candidate, the Head of Department or the PhD Coordinator, the Principal Supervisor, and the Vice Rector for Research.
- **Part B** is to be signed by the PhD Candidate, the Head of Department or the PhD Coordinator, 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. All parties are to have a signed copy of the contract. The signed contract is to be filed in NHH's records system.

PART A

Contract between NHH, the Department and the PhD Candidate

1 Contract intention

The PhD contract regulates the parties' rights and obligations during the contract period and is intended to ensure that the candidate regularly participates in an active research community and facilitate completion of the PhD programme by the agreed time.

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 PhD contract is the same as the period covered by the funding, cf. the contract of employment.

The PhD contract is valid from: _____ **to** _____

The contract period will be extended automatically for leaves of absence, provided that these are a) longer than two or more continuous weeks; b) granted on the basis of Norwegian Rules and Regulations for state employees.

Under certain circumstances, this contract may be terminated prior to the specified date of conclusion, cf. *PhD Regulations 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, equivalently, facilitating the PhD candidate's completion of these requirements at other universities or business schools. The Vice Rector for Research will appoint one principal supervisor and the department will appoint at least one co-supervisor who constitute the PhD candidate's supervisory committee.

NHH has no obligation to offer the PhD candidate supervision beyond the Contract period, cf. Section 3.

The appointed **principal supervisor** for the contract 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 Section 5.2 and Section 5.3.

5.2 Obligations of the principal supervisor

Supervision covers thesis work and plan of progress. The supervisor shall:

- Discuss and recommend a course plan for the PhD candidate
- Assist in formulating and delimiting a thesis topic and research questions and a research plan/design
- Provide guidance to find and review literature and data (library, archives etc.)
- Discuss and assess research methods, data and hypotheses
- Discuss results and their interpretation and relevance
- Discuss the completion of the thesis (structure, linguistic form, documentation, milestones, publication outlets, etc.)
- Promote and encourage the progress of the candidate's work
- Introduce the candidate to relevant scientific communities and networks
- Provide guidance in research ethics matters regarding the thesis work

The principal supervisor will be obliged to submit an annual progress report by the deadline provided by the Section for Doctoral Education each year cf. *PhD Regulations Section 3-2*.

5.3 Obligations of the PhD candidate in relation to the supervision

- Comply with ethical research principles of her/his academic 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

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

If the parties are not able to resolve the issue, the PHD candidate and the supervisor may ask for a new supervisor to be appointed for the candidate cf. *PhD Regulations Section 5-2*. If it is desirable or necessary to replace the principal supervisor/committee, the matter must be submitted to the Vice

Rector for Research with the department's input. The Vice Rector for Research will make a decision in the matter. The supervisor may not withdraw until a new supervisor has been appointed. The parties can bring disputes concerning the academic rights and obligations of the supervisor and candidate before the Vice Rector for Research for consideration and decision.

6 Requirements of the PhD candidate

The PhD contract shall regulate requirements of the PhD candidate relating to the training component including grade requirements, progress requirements and milestones and reporting cf. *PhD Regulations Chapter 3*.

These requirements are specified in the sections below. The Department may include additional milestones such as progression for the thesis work in Part B, Section "18 Additional milestones decided by the Department".

6.1 Progress requirements of all PhD candidates

The following milestones apply:

- a. The PhD candidate must normally complete the training component by the fourth semester
- b. The PhD candidate must pass a mid-term evaluation (proposal defence). The proposal defence should normally be completed by 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

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

6.2 Working title of the thesis

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 thesis is planned to be a collection of research papers
- The thesis is planned to be a monograph

6.3 Training component

The training component must cover the equivalent of a minimum of 45 credits (60 ECTS for the Economics and Finance specialisations). This includes the courses approved by the Vice Rector for Research (Table 1 below) and the courses approved by the Department (Table 2 in part B). The training component must include training in the philosophy of science and research ethics (specified in Table 1).

The PhD candidate must normally complete and pass the training component by the fourth semester of the programme. PhD candidates are normally required to achieve no less than grade “C” (on an A-F scale or equivalent) or “Pass” in any course.

Notes regarding courses approved by the Vice Rector for Research:

- Courses can normally only be replaced by equivalent courses
- Courses can normally be retaken only *once* to satisfy the grade requirement, cf. *PhD Regulations Section 5-6*
- Assessments are governed by the *Full-time study Regulations*
- Absence from a scheduled exam/assessment will count as an unsuccessful attempt
- The only valid documentation of absence due to illness on an assessment is a sick note (in Norwegian: «sykemelding») from a licensed doctor – this will not count as an attempt

Please state the plan for the courses approved by the Vice Rector for Research below. The plan for the courses approved by the Department is specified in Section 16, part B of this contract.

Table 1 Courses approved by the Vice Rector for Research

Course code	Title of course	Credits (ECTS)	Completed by semester/year

6.4 Annual progress report

The PhD candidate is obliged to submit an annual progress report by the deadline provided by the Section for Doctoral Education each year cf. *PhD Regulations Section 3-2*.

6.5 Other requirements

The PhD candidate:

- a. Should regularly attend faculty seminars and other major events organised by the department
- b. Should present his/her research work at least once a year in one of the department’s seminar series or similar occasions.

- c. Should register for an ORCID on <https://orcid.org>. The ID shall be registered into the Cristin-system.
- d. Must reside in or around Bergen, Norway, for the duration of this contract, unless written permission to reside elsewhere is granted 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. Must read and abide by the
 - *PhD Regulations and any Supplementary provisions*
 - *Full-time Regulations and any Supplementary provisions*
- f. Must be present at his/her workplace at the Department and adhere to the requirements of the Department.

7 Voluntary termination before the end of the contract period

According to the *PhD Regulations Section 4-1*;

“A PhD candidate may leave the PhD programme before the end of the contract period by agreement with the Vice Rector for Research. In the event of such termination of the PhD programme, it must be stipulated in writing how issues relating to employment relationship, funding, rights to results etc. are to be settled.”

8 Intellectual property rights (IPR), patent and copyrights

8.1 Norwegian legislation

This area of law is regulated by the act relating to IPR («Åndsverksloven» LOV-2018-06-15-40) and the employee’s inventions act («Arbeidstakeroppfinnelsesloven» LOV-1970-04-17-21).

8.2 IPR to the PhD thesis

If the PhD candidate is the only author of the PhD thesis, then he/she holds the sole IPR to the work.

If the PhD thesis contains a collection of papers, the candidate holds the sole IPR to those parts which are the result of his/her independent creative work.

Papers written by more than one person where it is impossible to ascertain the individual contributions will be deemed co-authored. For such papers, the co-authors jointly hold the IPR to the work.

The parts of the PhD thesis which the candidate holds the sole IPR to, as well as other academic literature resulting from the thesis work which the candidate alone holds the IPR to, can be used free of compensation in NHH’s teaching and research activities. This also applies to making copies (on paper and/or digitally) free of compensation. In the case of such use, the candidate’s name will be credited/stated in accordance with legal stipulations and good practice.

8.3 Duty to report patentable inventions

Pursuant to the employee’s inventions act («Arbeidstakeroppfinnelsesloven» LOV-1970-04-17-21), the PhD candidate is obliged to notify NHH of any patentable inventions made in connection with his/her PhD work. If the PhD candidate is in doubt as to whether or not a result is patentable, he/she must report it in any case.

8.4 Publication of the thesis

The thesis shall be publicly available no later than two weeks before the date of the public defence. The thesis is made available in the form in which it was submitted for evaluation, with any reworking based on the committee's preliminary comments included, cf. *PhD Regulations Section 8-2*.

The PhD candidate must submit an abstract of the thesis in English and Norwegian no later than two weeks before the date of the public defence. If the thesis is written in a language other than English or Norwegian, the abstract must also be submitted in the language of the thesis. The abstract will be made public in the same way as the thesis itself.

No restrictions may be imposed on the publication of a PhD thesis, with the exception of a deferral of publication agreed in advance cf. *The PhD regulations Section 9-1*. Publication may be deferred to allow NHH and any external parties who have funded the research in whole or in part to make decisions relating to patents. The external party may not demand that all or part of a PhD thesis shall not be published, cf. *PhD Regulations Section 2-3, second paragraph*.

9 Ethical guidelines

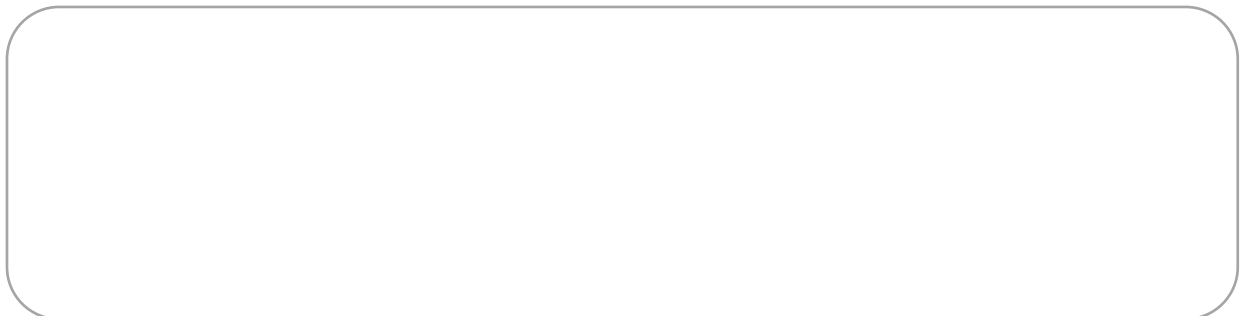
The PhD candidate is obliged to act in accordance with NHH's ethical guidelines for research, teaching and dissemination and NHH's code of conduct.

10 Institutional review board (IRB) approval

The PhD candidate is obliged to act in accordance with NHH's IRB guidelines.

11 Amendments

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



12 Other provisions and signatures

This contract is completed in two copies, one for each party. The PhD candidate confirms with her/his signature to this contract that all the conditions in this contract are fully understood and approved, and that the candidate will promptly report to the PhD coordinator at the Department in writing (e.g. by email) any breaches to meet the requirements or expectations in this contract.

Date and signatures:

.....
place, date PhD Candidate

.....
place, date Head of Department / PhD Coordinator

.....
place, date Principal Supervisor

.....
place, date Vice Rector for Research

PART B

Contract between the Department and the PhD Candidate

Part B is a contract between the PhD candidate and the Department.

13 The contract parties

The contract has been entered between:

PhD candidate: _____

and

Department: _____

14 Co-supervisors

The appointed **co-supervisor(s)** during the contract period is:

Name: _____

Institution/ Department: _____

Name: _____

Institution/ Department: _____

15 Courses approved by the Department

The courses in this section require approval by the Department, but not the Vice Rector for Research.

Notes regarding courses approved by the Department:

- Changes in courses listed in Part B must be approved by the Department. The form "*Revision to the original PhD contract*" must be signed by the parties and submitted either to phd@nhh.no or to The Section for Doctoral Education in P360.
- If the PhD candidate plans to take PhD courses at other institutions, these courses must be approved by the Department in advance.

Notes regarding all courses:

- PhD candidates are normally required to achieve no less than grade "C" (on an A-F scale or equivalent) or "Pass" in any course.

- The PhD candidate must normally complete and pass the training component by the fourth semester of the programme.
- Courses can normally be retaken only *once* to satisfy the grade requirement, cf. *PhD Regulations Section 5-6*
- Assessments are governed by the *Full-time study Regulations*
- Absence from a scheduled exam/assessment will count as an unsuccessful attempt
- The only valid documentation of absence due to illness on an assessment is a sick note (in Norwegian: «sykemelding») from a licensed doctor – this will not count as an attempt

Please state the courses approved by the Department below:

Table 2 Courses approved by the Department

Course code	Title of course	Credits (ECTS)	Completed by semester/year

16 Additional milestones approved by the Department

The parties to this contract may agree upon additional milestones beyond the progress requirements in Part A. Failure to reach the milestones constitute a breach of the candidate’s obligations.

Please state any additional milestones below:

Table 3 Additional milestones approved by the Department

	Milestone	Due date
1		
2		
3		
4		

PART C

Contract between External Party, NHH and the PhD Candidate

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

20 The contract parties

Please mark off one of the following:

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

For industrial/public sector PhD: All parts (A, B, and C) of this contract are conditioned upon that the Research Council of Norway and the External party enter into an industrial or a public sector PhD contract.

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 expected that the **External party** is familiar with Part A and Part B of the contract and the *Regulations for the degree of Philosophiae Doctor (PhD) at NHH (hereafter PhD regulations)*.

21 Objective of the contract

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

Please state the title of the PhD project:

22 Contract period

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

The Contract 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.

23 The parties' cooperation

The parties to this contract 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 contract 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 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 the 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 contract 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 problems which may arise.

24 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 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 contract.

25 Intellectual property rights (IPR), public access and publishing

25.1 Norwegian legislation

This area of law is regulated by the act relating to IPR («Åndsverksloven» LOV-2018-06-15-40) and employee's inventions act («Arbeidstakeroppfinningsloven» LOV-1970-04-17-21).

25.2 IPR to the PhD thesis

If the PhD candidate is the only author of the PhD thesis, then he/she holds the sole IPR to the work.

If the PhD thesis contains a collection of papers, the candidate holds the sole IPR to those parts which are the result of his/her independent creative work.

Papers written by more than one person where it is impossible to ascertain the individual contributions will be deemed co-authored. For such papers, the co-authors jointly hold the IPR to the work.

The parts of the PhD thesis which the candidate holds the sole IPR to, as well as other academic literature resulting from the thesis work which the candidate alone holds the IPR to, can be used free of compensation in NHH's teaching and research activities. This also applies to making copies (on paper and/or digitally) free of compensation. In the case of such use, the candidate's name will be credited/stated in accordance with legal stipulations and good practice.

25.3 Publication of the thesis

The thesis shall be publicly available no later than two weeks before the date of the public defence. The thesis is made available in the form in which it was submitted for evaluation, with any reworking based on the committee's preliminary comments included, cf. *PhD Regulations Section 8-2*.

The PhD candidate must submit an abstract of the thesis in English and Norwegian no later than two weeks before the date of the public defence. If the thesis is written in a language other than English or Norwegian, the abstract must also be submitted in the language of the thesis. The abstract will be made public in the same way as the thesis itself.

No restrictions may be imposed on the publication of a PhD thesis, with the exception of a deferral of publication agreed in advance. Publication may be deferred to allow NHH and any external parties who have funded the research in whole or in part to make decisions relating to patents. The external party may not demand that all or part of a PhD thesis shall not be published, cf. *PhD Regulations Section 2-3, second paragraph*.

26 Crediting publications

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

27 Concluding remarks

The basis for admission to the PhD programme may cease if the candidate's contract of employment is terminated during the contract 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 contract are to be resolved by negotiations according to Norwegian law.

28 Amendments

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

29 Signatures

For NHH by Vice Rector for Research:

.....
Capital letters

.....
Date/signature

For the External party:

.....
Capital letters

.....
Date/signature

For the PhD Candidate:

.....
Capital letters

.....
Date/signature