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|  | **Institutt for fysikk og teknologi**Deres ref.: Vår ref.: Dato: 04.09.2013 |
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**AGREEMENT**

**concerning work on a master’s thesis/project assignment (academic work) done in cooperation with a company/external organization (organization).**

The involved parties have the responsibility to clarify whether or not a third party (that is not a party to this agreement) may have intellectual property rights to the project background before the latter is used in connection with the academic work.

Agreement between

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Student Born

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Resposible supervisor at UiT The Arctic University of Norway (UiT)

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Company/external organization Description of the academic work

And

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UiT represented by the Head of Department of ...

concerning the use and exploitation of the results from a master’s thesis/project assignment.

# **Description of the academic work**

The student is to carry out

 Tick off Credits (ECTS) Course code

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| Capstone project |  |  |  |
| Bachelor’s thesis |  |  |  |
| Master’s thesis |  |  |  |

in cooperation with

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| company/external organization: |  |

in the period

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| Start date:  | Completion date:  |

Working title of the academic work:

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Consumables, equipment and lab services necessary for the implementation of the project are covered by:

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The academic work is carried out at:

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| Faculty of Science and Technology | Depatment of … |

The student has his/her daily workplace at:

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The responsible supervisor at UiT has overall academic responsibility for structuring and approving the description of the academic work and the student’s learning.

# **Responsibilities of the organization**

The organization is to appoint a contact person who has the necessary professional supervision competence at a minimum master's level and provide the student with sufficient supervision in collaboration with the supervisor at UiT. The contact person at the organization is:

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The purpose of completing the academic work is academic training for the student. The academic work is part of a student’s course of study and the student is not to receive wages or similar compensation from the organization. The organization agrees to cover the following expenses that are associated with carrying out the academic work:

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# **Rights of the parties**

"Intellectual property rights" here means any element, result - regardless of form or format - that is or may be subject to intellectual property protection, including but not limited to copyright, patent, design, trademarks, trade marks, trade mark, intellectual property protection, integrated circuits, know-how or the like. Intellectual property rights also include any application, registration, extension or renewal application or similar process related to the aforementioned.

## **The student**

The student has the copyright to his/her academic work. All intellectual property rights to the results of the academic work created by the student alone through the academic work, are owned by the student with the reservations that follow from this point 3, as well as point 4 below.

The student has the free right to later reuse general knowledge and experiences acquired during the work on the capstone project / bachelor's thesis / master's thesis, provided that such use does not conflict with the other provisions in the agreement. However, the results of the academic work may only be reused in a non-commercial context, and may only be published or published in accordance with the provisions of points 3 c), 4 and 5 below.

## **The organization**

The organization remains the owner of the intellectual property rights they hold before entering into this agreement and in the future. The student is not given any right to exercise the organization's intellectual property rights other than what is strictly necessary to complete, including writing and submitting, the academic work.

The organization is given the right to use the results of the academic work in its own business. This includes the right to use, modify, further develop, distribute, sublicense, and otherwise commercially exploit the results of the academic work as is natural for the organization. In any utilization of the results of the assignment, the organization must ensure that the student is credited.

If the value of the use of the results of the academic work is significant, in this agreement that mean that the value exceeds NOK 100.000, the student is entitled to a reasonable remuneration. Section 7 of the Act Respecting the Right to Employees' Inventions is applied to the calculation of remuneration. This right to remuneration also applies to non-patentable results. The time limit provisions in section 7 are applied correspondingly.

## **UiT**

The submitted copies / files of the academic work with attachments, which are necessary for censorship and archiving at UiT, belong to UiT. UiT receives a free right of use for the results of the academic work, including appendices to this, and may use this for teaching and research purposes, including further development of the research carried out through the academic work, with any restrictions stated in points 4 and 5.

# **Exemption from public disclosure**

Regulations for studies and examinations at UiT, section 33, stipulate that master's theses or equivalent are in principle public. However, the faculties may exempt all or part of the academic work from the public for up to five years if there are compelling reasons. In special cases, the acedemic work can be exempted for a longer period.

An application for exemption from publication is decided by the relevant department on behalf of the faculty. Application can be sent in advance of signing this agreement, or in advance of submitting the academic work.

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| Does not apply for exemption from public disclosure at this time |  |
| Application for exemption from public disclosure processed by the department and granted with X number of years (copy of decision must be attached to this agreement) |  |

A possible granted exemption from public disclosure is based on the following:

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The parts of the academic work that are not subject to exemption from public disclosure can be published in UIT’s institutional archive.

Even if the academic work is subject to exemption from public disclosure, the organization is to make it possible for the student to use all or part of his/her academic work in connection with a job application or follow-up work in connection with a ph.d. study.

# **General**

This agreement shall prevail over other agreements that are or will be established between two of the parties mentioned above. If the student and organization enter into an agreement on confidentiality regarding what the student becomes aware of in the organization, a confidentiality agreement entered into must be attached to this agreement. Supplementary points may be added to this agreement, provided that it does not weaken the student's rights under this agreement.

The parties agree that the supervisor shall not have access to confidential information unless such access is absolutely necessary for the implementation of the supervisor's role in the performance of the task, or follows from law or regulations.

The person evaluating the academic work will have a duty of confidentiality pursuant to the Public Administration Act § 13 for information on technical facilities and procedures as well as operational or business matters which it will be of competitive importance to keep secret for the sake of the person to whom the information relates, ie "trade secrets". The duty of confidentiality will apply to both the internal examiner at UiT and the person appointed as the external examiner.

The examiners will also have a duty of confidentiality for information about "someone's personal circumstances" according to the same provision in the Public Administration Act if there is sensitive information that can identify persons.

The departments are obliged to inform both internal and external examiners of the imposed duty of confidentiality as described above.

Any disagreement that may arise as a result of, or related to this agreement, shall be resolved through negotiations. If the parties do not reach an agreement, the parties agree that the dispute will be decided in the ordinary courts with the North Troms District Court as venue.

This agreement is signed in 4 - four - copies where the parties must each have their own copy. The agreement is valid when it has been approved and signed by UiT represented by the head of department.

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Place and date student

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Place and date responsible supervisor at UiT

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Place and date for the organization (stamp and signature)

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Place and date UiT represented by the Head of Department