

## Agreement

### on Bachelor's or Master's Thesis in Cooperation with an External Company

This agreement (the "Agreement") governs the rights and obligations related to bachelor's and master's theses (the "Thesis") at the University of Stavanger ("UiS") that are carried out in cooperation with an external company (the "Company").

#### Definitions:

**Right to use** means that the person who owns the Project Background or Project Results grants others a right to use them. For instance, a student could give UiS and the Company the right to use the Project Results in a specific way.

**Copyright** is the right of the creator of the work to produce copies of a literary, scientific, or artistic work and make it available to the public. The student Thesis is such a work.

**the Project** refers to the activities that a student carries out in connection with the Thesis and that fall under this Agreement.

**Project Background** refers to information or contributions generated or obtained prior to the Project, owned or with rights held by a party upon entering into the Agreement. Any Project Background considered relevant upon entry into the Agreement must be specified and outlined and described in an appendix to the Agreement.

**Project Results** refers to the results produced or achieved through work carried out as a part of the Project, including intellectual property rights, regardless of whether or not they are protected by law. The Thesis is such a result.

**Delayed Publication** means that the Thesis will not be available to the public until a certain period has passed; for example, publication may be delayed for two years. In this case, only the supervisor, the examiners and the external organization will have access to the Thesis for the first two years after the student work was submitted.

#### 1. Parties

UiS Name of department, name Course coordinator:
Supervisor <sup>1</sup> Name, e-mail address and telephone number:
The Company

<sup>1</sup> This must be completed if the supervisor is external.

Contact person, e-mail address and telephone number:

Student  
Name and date of birth:

Other students, if applicable:

## 2. Execution of the Project

The student is to complete the following: (place an X)

Master's Thesis	
Bachelor's Thesis	

Start date:

Completion date:

The working title of the student work is:

## 3. Rights and obligations

### 3.1 The student's rights and obligations

The student holds the copyright to the Thesis, cf. §2 of the Norwegian Copyright Act. Project Results created by the student alone, is owned by the student with the limitations following from this section 3.

The student has the right to publish the Project Results, unless limitations on the right to publish have been agreed upon pursuant to section 3 and 4. The student is obligated to mention the involvement of the Company and UiS in their information about the Project.

The student will always retain the moral right to their own work, i.e., the right to attribution and protection against derogatory use.

### 3.2 Rights of the Company

If Project Results are based on or further develop Project Background owned by the Company, the Project Background continues to be owned by the Company. If the student is to utilize results that include the Company's Project Background, the Project Background needs to be clearly described in an appendix to the agreement, and any terms of use must be specified.

#### a) General rule: (place X)

	The Company is granted right to use the Project Results
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This means that the Company shall have the right to use the Project Results within its own operations. The right is non-exclusive.

#### b) Exception: (place X)

	The Company shall have ownership of the Project Results
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Justification of the Company's need to have ownership of Project Results:          
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### 3.3 Obligations of the Company

The Company shall provide a contact person with the necessary professional competence to provide the student with sufficient guidance in collaboration with the supervisor. The Company's contact person is specified in section 1 of the Agreement.

The purpose of the Project is student work. The Project is carried out as part of the student's studies. Expenses related to the implementation of the Project shall be covered by the Company where this is agreed upon. Relevant expenses may include travel, materials for building prototypes, purchase of samples, lab tests, chemicals. The student shall clarify expense coverage with the Company in advance.

The Company shall cover the following expenses for the implementation of the Project:          
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Coverage of expenses not listed here will be determined by the Company during the course of the Project.

### 3.4 Rights of UiS

The submitted files of the Thesis with attachments, necessary for assessment and archiving at UiS, belong to UiS. UiS is granted a royalty-free license to use the Project Results for educational and research purposes, subject to any limitations specified in section 4. The student's name should be included on each copy of the Thesis, as customary. Additionally, UiS should acknowledge the Company's contribution.

#### **4. Delayed publication of the Thesis**

The general rule is that the Thesis must be available to the public. Upon reasoned request from the Company, UiS may delay publication for up to two years, with a maximum of five years.

If there arises a need for delayed publication during the course of the work, an application for deferred publication must be submitted to the faculty study coordinator no later than 14 days before the submission deadline for the Thesis. Delayed publication for up to two years can be decided by the department head upon recommendation from the academic supervisor. Delayed publication beyond two years must be decided by the dean. Delayed publication is only permitted if significant adverse effects of publication must be demonstrated.

The Thesis is to be subject to delayed publication for (if applicable):

Number of years (date to date):

The need for delayed publication is justified on the following basis:

In the event of delayed publication, the parties shall, during the Project, assess the continued need for such delay. If the parties, after the Agreement has been signed, agree that delayed publication is no longer necessary, this can be amended. In such case, this shall be agreed upon in writing.

During the delayed publication of the Thesis, the student, UiS, and any external supervisor are bound by confidentiality regarding the parts of the Assignment that are withheld from publication. This confidentiality obligation applies for the specified period of delayed publication.

The confidentiality obligation does not apply to information that:

- a) Was publicly available at the time of receipt
- b) Was known to UiS or the student upon receipt
- c) Was lawfully received from a third party without a confidentiality agreement
- d) Was developed by UiS independently of the received information

- e) UiS, as a public authority, is legally obligated to disclose
- f) It is evident, due to the passage of time or other reasons, that the considerations justifying confidentiality are no longer present

Even though the Thesis is subject to delayed publication, the Company should facilitate the student's use of all or parts of the Thesis for job applications and continuation in master's or doctoral studies.

Appeals against decisions rejecting delayed publication must be submitted to the faculty. The appeal shall be processed according to the public administration act.

## 5. General

This Agreement shall take precedence over any other agreements concerning the Project whether existing or created, between two of the parties mentioned above.

If the student and the Company are to enter into a separate confidentiality agreement, the confidentiality agreement shall not contain provisions contradictory to this Agreement. If any inconsistencies arise, this Agreement regarding the execution of a bachelor's or master's Thesis in cooperation with an external Company shall prevail. Any confidentiality agreement shall be attached to this Agreement.

## 6. Disputes

This agreement is governed by Norwegian law. Any disputes concerning the interpretation of this Agreement or matters arising from it shall be sought to be resolved through negotiations between the parties.

If negotiations fail to resolve the matter within one (1) month of a request for negotiations, the dispute may be brought before the ordinary courts. The jurisdiction for disputes arising from this Agreement is the South-Rogaland District Court.

## 7. Signatures

This Agreement is signed with each party holding one copy. The Agreement shall be signed by the student and the Company before being processed by UiS. The Agreement is valid upon being signed by UiS.

For UiS – department head/dean:
Date:
Supervisor <sup>2</sup> :
Date:

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<sup>2</sup> This must be completed if the supervisor is external.

The Company:
Date:
Student:
Date:
Other students, if applicable:

Note: In the case of delayed publication for up to two years, the department head may sign. For delays beyond this period, the Agreement shall be signed by the dean.