

By order of Rector: 20 January 2012

STANDARD AGREEMENT

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

This is the authoritative agreement that governs academic work by students at the Norwegian University of Science and Technology (NTNU) that is carried out in cooperation with an 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

Student:	Date of birth: dd-mm-yy
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Supervisor at NTNU:

Company/external organization:

and

Norwegian University of Science and Technology (NTNU), represented by the Head of Department
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concerning the use and exploitation of the results from a master's thesis/project assignment.

1. Description of the academic work

The student is to carry out

Master's thesis	
Project assignment	

(insert cross)

In cooperation with

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company/external organization:

starting date – completion date (dd-mm-yy)

Title of the academic work:

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

2. Responsibilities of the organization

The organization is to appoint a contact person who has the necessary experience in supervision and will give the student adequate supervision in cooperation with the supervisor at NTNU. The contact person at the organization is:

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:

3. Rights of the parties

a) The student

The student holds the copyright to his/her academic work. All intellectual property rights to the results of the academic work done by the student alone during the academic work are held by the student with the reservations stated in points b) and c) below.

The student has the right to enter into an agreement with NTNU concerning the publication of his/her academic work in NTNU's institutional archive on the Internet. The student has also the right to publish his/her academic work or parts of it in other media providing the present agreement has not imposed restriction concerning publication, cf. Clause 4.

b) The organization

If the academic work is based on or develops materials and/or methods (project background) that are owned by the organization, the project background is owned by the organization. If the development work that includes the project background can be commercially exploited, it is assumed that a separate agreement will be drawn up concerning this between the student and the organization.

The organization is to have the right to use the results of the academic work in its own activities providing the commercial exploitation falls within the activities of the organization. This is to be interpreted in accordance with the terminology used in Section 4 of the Act Respecting the Right to Employees' Inventions (Arbeidstakeroppfinnelsesloven). This right is non-exclusive.

The use of the results of the academic work outside of the activities of the organization, cf. the last paragraph above, assumes that a separate agreement will be drawn up between the student and the organization. The agreement between the student and the organization concerning the rights to the results of the academic work produced by the student is to be in writing and the agreement is invalid until NTNU has received a copy of the agreement in writing.

If the value of the results of the academic work is considerable, i.e. it is more than NOK 100 000, the student is entitled to receive reasonable compensation. Section 7 of the Act Respecting the Right to Employees' Inventions states how the amount of compensation is to be calculated. This right to compensation also applies to non-patentable results. Section 7 of the Act also states the applicable deadlines.

e) NTNU

All copies of the submitted academic work/files containing the academic work and any appendices that are necessary for determining a grade and for the records at NTNU, are the property of NTNU. The academic work and any appendices to it can be used by NTNU for educational and scientific purposes free of charge, except when the restrictions specified in Clause 4 are applicable.

4. Delayed publication

The general rule is that academic work by students is to be available in the public domain. If there are specific circumstances, the parties can agree to delay the publication of all or part of the academic work for a maximum of 3 years, i.e. the work is not available for other students or organizations during this period.

The academic work is subject to delayed publication for:

one year	
two years	
three years	

(insert cross next to the number of years if this clause applies)

The grounds for delayed publication are as follows:

The parts of the academic work that are not subject to delayed publication can be published in NTNU's institutional archive, cf. Clause 3 a) second paragraph.

Even if the academic work is subject to delayed publication, 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 doctoral study.

5. General

This agreement takes precedence over any other agreements that are or will be entered into by two of the parties mentioned above. In case the student and the organization are to enter into a confidentiality agreement concerning information the student obtains while he/she is at the organization, NTNU's template for a confidentiality agreement is to be used for this purpose. If there is such an agreement, it is to be appended to the present agreement.

Should there be any dispute relating to this agreement, it should be resolved by negotiation. If this does not lead to a solution, the parties agree to the matter being resolved by arbitration in accordance with Norwegian law. Any such dispute is to be decided by Sør-Trøndelag District Court or a body appointed by this court.

This agreement is signed in 4 - four - copies, where each party to this agreement is to keep one copy. The agreement comes into effect when it has been approved and signed by NTNU represented by the Head of Department.

Note that the Norwegian version of this standard agreement is the authoritative version.

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place, date (dd-mm-yy) student

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place, date (dd-mm-yy) supervisor at NTNU

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place, date (dd-mm-yy) Head of Department, NTNU

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place, date (dd-mm-yy) for company/organization

signed and stamped