

Appendix to the description of the “Independent Elective Study”

Agreements in connection with the “Independent Elective Study” – cooperation and secrecy agreements

Cooperation agreement

Rights to results

The student owns the intellectual rights to the results reached during work on the “Independent Elective Study” unless otherwise agreed, see below: Section 53(1) of the Science Ministry’s Examinations Order. If the student is connected with a research project where in principle there is the possibility of an invention being made, it is important for the supervisor to ask the student to sign the **cooperation agreement** below. This will allow PHARMA/the research group to make the necessary arrangements with regard to the student’s part of a possible invention.

If the student does not want to sign a cooperation agreement, the supervisor must carefully weigh the extent to which the student should be involved in the project and have access to data. This is a particularly important consideration if the supervisor is cooperating with external partners on the project.

Secrecy agreement

The student will also be asked to sign a secrecy agreement in connection with an “Independent Elective Study” conducted internally at PHARMA, if the supervisor considers it necessary.

Cooperation with a company

Students who are carrying out an “Independent Elective Study” at a company or institution other than PHARMA may be asked by the company or institution to sign an agreement containing a **confidentiality clause**. If the student is participating in a project at PHARMA involving cooperation with the company or other institution, the student may similarly be asked to sign an agreement.

The above may mean that the examination, including the oral examination, must be conducted with regard to the need for secrecy of the company/institution/supervisor.

Regulations

Extract of Section 53 of the Science Ministry’s Examinations Order of 19 August 2004:

(1) The university must respect the students’ intellectual property rights to the results, products, etc. that stem from a test.

(2) If the test procedure involves parties from outside the university, including companies, institutions, etc., agreement must be reached between the university, the student and the third party about the extent to which the university, the student or the third party, as per current rules governing intellectual property rights, is entitled to use the results, products, etc. that derive from the test procedure, including whether information about the third parties that emerges in the assignment may be published.

In order to ensure compliance with Section 53(2), all drafts of agreements in this connection must be sent to the Office of Law and Innovation [Kontoret for Jura og Innovation] at Pharma.