

**CONTRACT FOR DOCTORAL STUDIES**

Art. 1. **Legal basis:** Law no. 287/2009 on the Civil Code; Law no. 288/2004 and its amendments; National education law no. 1/2011 and its amendments; Government Decree no. 681/2011 regarding the approval of the Code of doctoral studies and its amendments; Regulation no. 7622/May 8, 2017 of Babeș-Bolyai University, regarding the organization and development of doctoral studies, henceforth referred to as *the Regulation*.

**Art. 2. Parties**

(1) Universitatea „Babeș-Bolyai”, Cluj-Napoca, 1, Kogălniceanu Mihail Street, Romania (henceforth referred to as *the University*), as an accredited institution of higher education, registered as personal data operator under no. 5533, legally represented by its Rector, Acad. Prof. Dr. Ioan-Aurel POP, functioning under the coordination of the Ministry of National Education, which provides doctoral studies;

(2) Mr. / Ms. \_\_\_\_\_, with the address: street address: \_\_\_\_\_ city \_\_\_\_\_, county \_\_\_\_\_, postal code \_\_\_\_\_, country \_\_\_\_\_, born on \_\_\_\_\_, city of birth \_\_\_\_\_, identified with the ID Card Series \_\_\_\_\_, No. \_\_\_\_\_, Personal Identification Number \_\_\_\_\_, enrolled on October 1, 2018, qualifying as *doctoral student* at the University, with (tick the appropriate boxes) state budget financing ; tuition-paying , full-time program , part-time program , in the field of doctoral study \_\_\_\_\_ provided by the doctoral school \_\_\_\_\_, at the Faculty of \_\_\_\_\_;

(3) Mr. / Ms. \_\_\_\_\_, member of the doctoral school \_\_\_\_\_ from the Faculty \_\_\_\_\_, qualifying as *doctoral supervisor* of the doctoral student.

**Art. 3. Object of the Contract**

The present **Contract**'s object is the activity performed within the framework of doctoral studies, regulating the relations among the University, the doctoral student and the doctoral supervisor, specifying the rights and the obligations of the implied parties, in accordance with the legislation in force.

**Art. 4. Duration of the Contract**

- (1) The present Contract is valid for the regular schooling period of 3 consecutive academic years (6 semesters), starting on October 1, 2018.
- (2) Addenda to the Contract will be signed for the periods of interruption or extension of doctoral studies of the doctoral student, approved in accordance with *the Regulation*.

**Art. 5. Rights and obligations of the parties**

**(1) The rights of the University:**

- (a) establishes the conditions of doctoral studies, the interruption and the extension of doctoral studies, the enrollment and expulsion of the doctoral student;
- (b) monitors the manner in which the doctoral student fulfills his/her obligations as a doctoral student, as stipulated in his/her Individual Curriculum, henceforth referred to as *the Individual Curriculum*, and the obligations assumed in the present Contract;
- (c) every year, it decides the amount of the tuition fee, and the fee for the defense of the doctoral thesis, in accordance with the changes of the schooling costs, within the economic and legal context at that time;

(d) every year, it decides on the payment procedure and the payment deadlines of the tuition fee.

**(2) The obligations of the University:**

- (a) organizes the doctoral studies;
- (b) provides education services to the doctoral student through the doctoral schools;
- (c) ensures proper organizational and technical conditions for study and research, allowing the doctoral student to use the infrastructure of the University for documentation and research; provides a free email account intended for academic and administrative correspondence only, in accordance with the Functioning Regulation of the University's Data Communication Centre, with the role of official communication medium;
- (d) organizes the public defense of the doctoral thesis;
- (e) ensures the confidentiality of the doctoral student's personal information, in compliance with the law;
- (f) provides, on request, transcripts of records, and documents that prove the quality of the inquirer as a doctoral student, in accordance with the legislation;
- (g) monitors and evaluates the doctoral student's activity through the Institute for Doctoral Studies, throughout the doctoral studies;
- (h) stimulates the publication of the doctoral student's scientific reports in specialized journals;
- (i) does not discriminate, with regard to the curricula, against doctoral students admitted to certain forms of financing;
- (j) pays the scholarship to the doctoral students who have been granted a scholarship by some institution, within the quota and on the date established by that institution offering the scholarship through the Babeş-Bolyai University.

**(3) The rights of the doctoral student:**

For the period of doctoral studies (with the exception of possible periods of interruption of these studies, and with the exception of the possible grace period), the doctoral student has the right:

- (a) to be informed, on request, about the program of doctoral studies he/she was enrolled in;
- (b) to participate in the construction of the Individual Curriculum;
- (c) to be supported, guided and coordinated by the doctoral supervisor and by the guidance committee;
- (d) to ask the council of the doctoral school, based on good reasons, for the change of the doctoral supervisor;
- (e) to take part in the meetings or the seminars of the department/research group his/her supervisor belongs to, when relevant themes for doctoral studies are discussed;
- (f) to be represented in the decision making instances of the doctoral school, in the doctoral studies council, and in the University Senate, in accordance with the doctoral school regulation, *the Regulation* and the Babeş-Bolyai University Charter;
- (g) to use the logistics, the documentation centres, the libraries, and University equipments for his/her training, and for elaborating the doctoral thesis;
- (h) to use protection equipment while carrying out practical work in a toxic environment, in compliance with the workplace safety norms;
- (i) to take part in activities organized by other doctoral schools of the University;
- (j) to work as part of research teams from the University or from research-development units that signed institutional agreements or partnerships with the University, with the approval of the doctoral supervisor;
- (k) to perform the doctoral training in a joint doctoral program, on the basis of agreement, signed by the parties involved, in compliance with the laws;
- (l) to benefit from national and international mobility;
- (m) to take part in scientific communications sessions organized by the doctoral schools or/and by the University;
- (n) to benefit from institutional support for taking part, in the country or abroad, in scientific sessions, workshops, and summer/winter schools in the field of doctoral study he/she has chosen the theme of the doctoral thesis;
- (o) to carry out internships in economic public/private companies in the country or abroad;
- (p) to get involved in any other professional activities, at the supervisor's or the doctoral school's request;
- (q) the doctoral student may teach 4-6 conventional didactic hours per week; didactic activities in excess of 6 conventional didactic hours per week will be carried out and paid in accordance with the labor legislation in force, and legal contributions and taxes will be paid;
- (r) the possibility of carrying out paid didactic activities, for the doctoral student with no scholarship or for the tuition-paying one, will be regulated through a possible additional act;
- (s) the doctoral student will be granted the title and the diploma of doctor in the scientific domain he or she was enrolled to doctoral studies, in compliance with the law;

- (t) to use the communication services of the University – email and internet – only in connection with the training activity and with other problems of the education process, in compliance with the Functioning Regulation of the University’s Data Communication Centre;
- (u) to request, in accordance with *the Regulation*, the interruption or the extension of the doctoral studies;
- (v) for the entire period of activity, the doctoral student benefits from recognition of length of service and duration of service in the professional field, and is entitled to free medical attendance, without having to pay contributions to the state social insurance, to unemployment insurance, to health social insurance, and for work accidents and professional diseases, in accordance with art. 164 paragraph (2) from the National education law no.1/2011, and in accordance with specific regulations from the field of social insurance;
- (w) any other right arising from *the Regulation*, the Government Decree no. 681/2011, and from other normative acts on doctoral studies.

**(4) The duties of the doctoral student:**

- Obligations applied to all doctoral students:

For the period of doctoral studies (with the exception of possible periods of interruption of these studies, and with the exception of the possible grace period), the doctoral student has the following obligations:

- (a) the doctoral student must participate in the activities stipulated in the Individual Curriculum, in accordance with *the Regulation* and the present Contract, for the period specified in art. 4 paragraph (1), and in compliance with the attendance obligations established in the specific regulation of the doctoral school the student belongs to;
- (b) to stay permanently in touch with the doctoral supervisor, with the members of the guidance committee, and with the secretariate of the Institute for Doctoral Studies;
- (c) to present activity reports to the doctoral supervisor and to the guidance committee at least once every 12 months, and each time he/she is requested to do so;
- (d) to respect the University regulations and measures, behaving in a manner consistent with the quality of being a doctoral student;
- (e) to actively contribute to the improvement of the doctoral studies program framework;
- (f) to promptly answer to all requests from the doctoral school or from the Institute for Doctoral Studies;
- (g) to check, at the end of each academic semester, usually during the months of February or March, respectively during July or September, his/her academic records from the secretariate of the Institute for Doctoral Studies, and to promptly communicate any noticed discrepancy;
- (h) to bring to the attention of the director of the doctoral school and of the director of the Council for Doctoral Studies any situation which could produce the modification of the financing status of the doctoral student (state budget financing or tuition paying status);
- (i) to promptly notify the secretariate of the Institute for Doctoral Studies of any change in his/her personal information;
- (j) to not demand in his/her correspondence with the staff of the University the conveying of personal information to email accounts other than the one provided for free by the University, to allow the assurance of confidentiality of this information with personal character, as requested by law.

- Particular requirements for tuition-paying doctoral students from Romania, other member states of the European Union or European Economic Area, and from the Swiss Confederation

(a) For the period of doctoral studies, with the exception of possible periods of interruption, and with the exception of the possible grace period, the doctoral student must pay, under conditions set out by the University Senate: (a) the tuition fee for each academic semester, including the semester the public defense of the doctoral thesis falls in, and (b) the fee for the defense of the doctoral thesis. The period of doctoral studies is the period between the enrollment date and the date of the public defense of the doctoral thesis, or the expulsion date, this period being only the one covered by the contract for doctoral studies and by possible addenda to this contract. The tuition fee for one semester of an academic year, henceforth referred to as the *semester fee*, equals 50% of the annual tuition fee established by the University Senate for that academic year.

(b) The doctoral student must respect the tuition fee deadlines established by the University Senate and will be fined 0.04% of the sum not paid in due time, for each day of delay, in accordance with the *Regulation regarding the enrolment, tuition and graduation fees for the academic year 2018-2019*, approved through the Babeş-Bolyai University Senate Decision no. 447/2018. The late payment penalty is to be paid when the main debit is paid. The doctoral student will not request reimbursement of paid fees, in case of withdrawal, expulsion or transfer to other institutions that organize doctoral studies.

(c) The amount of the annual tuition fee for the doctoral studies from the academic year 2018-2019 was established through University Senate Decision no. 447/2018, for each faculty of the university. The doctoral

students enrolled on October 1, 2018, on a tuition-paying position pay this amount for the academic year 2018-2019 and for the academic years 2019-2020 and 2020-2021, if no interruption of studies would occur between October 1, 2018 – September 30, 2021. If interruption of doctoral studies would occur between October 1, 2018 – September 30, 2021, the doctoral student pays the semester fee established for the academic year 2018-2019 only for the semesters between October 2, 2018 and the beginning of the first semester of interruption from the period October 1, 2018 – September 30, 2021.

(d) When resuming the studies, following an interruption, the tuition-paying doctoral student will pay, for each academic semester of doctoral studies subsequent to the end of the interruption, a semester tuition fee which will be computed on the basis of the annual tuition fee established by the University Senate for the academic year the semester belongs to.

(e) The tuition fee for doctoral studies and the fee for the defense of the doctoral thesis are collected by the faculties. The doctoral student must submit to the University's Institute for Doctoral Studies copies of the receipts proving the payment of the tuition fee, and of the fee for the defense of the doctoral thesis.

(f) Not paying the tuition fees and/or the penalties owed because of late payments leads to doctoral student not being allowed to attend the specific evaluation examinations from the doctoral program, and to the consequences of non-attendance.

(g) Not paying the tuition fees and/or the penalties owed because of late payments represents an infringement of obligations and conditions from the present Contract, and the consequences are mentioned in art. 6 paragraph (2).

- Particular requirements for tuition-paying doctoral students who are not citizens of the European Union member states, of the European Economic Area states, and of the Swiss Confederation

(a) For the period of doctoral studies, with the exception of possible periods of interruption, and with the exception of the possible grace period, the doctoral student must pay, under conditions set out by the University Senate: (a) the tuition fee for each academic semester, including the semester the public defense of the doctoral thesis falls in, and (b) the fee for the defense of the doctoral thesis. The period of doctoral studies is the period between the enrollment date and the date of the public defense of the doctoral thesis, or the expulsion date.

(b) The Senate of Babeş-Bolyai University establishes, each academic year, a monthly tuition fee and a public defense fee. In accordance with the Romanian Law no. 1 from January 6, 2010, regarding the approval of the Government Ordinance no. 22/2009, *the annual tuition fee* that must be paid by tuition-paying full time doctoral students is 9 times the monthly fee, if no practice periods are stipulated in the curriculum, respectively *the annual tuition fee* is 10 times the monthly fee, if practice periods are stipulated in the curriculum. The tuition fee for one semester of an academic year, henceforth referred to as the *semester fee*, equals 50% of the annual tuition fee.

(c) For the academic year 2018-2019, the amount of the monthly tuition fee for the doctoral studies was established through University Senate Decision no. 447/2018. The corresponding annual tuition fee applies to all doctoral students enrolled on October 1, 2018, on a tuition-paying position, for the academic years 2018-2019, 2019-2020 and 2020-2021, if no interruption of studies would occur between October 1, 2018–September 30, 2021. If interruption of doctoral studies should occur between October 1, 2018 – September 30, 2021, then the doctoral student will pay the annual (respectively semester) tuition fee, established for the academic year 2018-2019, only for the period between October 1, 2018 and the beginning of the first semester of interruption from the period October 1, 2018 – September 30, 2021. When resuming the doctoral studies, subsequent to an interruption of studies, the tuition-paying doctoral student will pay, for each academic semester of resumed doctoral studies, a semester tuition fee which will be computed on the basis of the annual tuition fee stipulated by the University Senate for the academic year the semester belongs to.

(d) The tuition-paying doctoral student who owes the fee for both semesters of an academic year can pay in full the due amount for the entire academic year (no later than October 15), or at the most in 4 installments, as follows:

- at least 25% of the due fee to be paid no later than October 15;
- at least 50% of the due fee to be paid no later than December 05;
- at least 75% of the due fee to be paid no later than March 15;
- the entire due amount to be paid no later than May 15.

(e) The tuition-paying doctoral student who has to pay the fee for only one semester of a particular academic year can pay the due amount in one installment (no later than October 15 for the 1<sup>st</sup> semester, respectively no later than March 15, for the 2<sup>nd</sup> semester), or at the most in 2 installments, as follows:

(1) at least 50% of the 1<sup>st</sup> semester fee to be paid no later than October 15, and the entire amount owed for the 1<sup>st</sup> semester to be paid no later than December 05;

(2) at least 50% of the 2<sup>nd</sup> semester fee to be paid no later than March 15, and the entire amount owed for the 2<sup>nd</sup> semester to be paid no later than May 15.

(f) Not paying the tuition fees and/or the penalties owed because of late payments leads to doctoral student not being allowed to attend the specific evaluation examinations from the doctoral program, and to the consequences of non-attendance.

(g) The fee for the defense of the doctoral thesis is the fee established for the academic year the defense falls on.

**(5) The rights of the doctoral supervisor:**

(a) to select the guidance committee of the doctoral student, subsequent to his/her consultation;

(b) to evaluate the activity of the doctoral student throughout the period of the doctoral studies (with the exception of possible periods of interruption), observing the requirements of the doctoral studies program, and with respect to the professional interests of the doctoral student;

(c) to propose the doctoral committee;

(d) to decline the guidance of the doctoral student if a conflict of interests should arise, due to circumstances independent of his/her will;

(e) to ask the doctoral school council, on the basis of well grounded reasons, for the interruption of the supervisory or guidance relationship with the doctoral student;

(f) any other right arising from *the Regulation*, the Government Decree no. 681/2011, and from other normative acts on doctoral studies.

**(6) The duties of the doctoral supervisor:**

(a) to perform the supervisory activity of the doctoral student within the doctoral school \_\_\_\_\_, of the Faculty of \_\_\_\_\_, of Babeş-Bolyai University;

(b) to elaborate the Individual Curriculum together with the doctoral student, and submit it for approval to the doctoral school council;

(c) to provide the doctoral student, for the entire duration of doctoral studies (with the exception of possible periods of interruption), with scientific, professional and deontological guidance;

(d) to permanently supervise the manner in which the doctoral student fulfills his/her activities related to the doctoral studies;

(e) to take all necessary measures to provide the doctoral student the prerequisites, knowledge and information in order to maximize the chances of finalizing the doctoral studies;

(f) to perform an objective and rigorous evaluation of the doctoral student's activity and results;

(g) to exercise due diligence in involving the doctoral student in research projects;

(h) to avoid the emergence of conflicts of interests in supervising and guiding the doctoral student.

**Art. 6. Modification and termination of the Contract**

(1) The Contract is terminated: on the date of approval, by the doctoral school council, of the doctoral student's request of withdrawal from the doctoral studies; on the date of the doctoral student's transfer to another institution that organizes doctoral studies, or on the date of the completion of doctoral student's doctoral studies. Obligations which have arisen prior to the termination of the contract must be executed in accordance with the contractual conditions.

(2) The Contract may be rescinded, without the intervention of a legal body and with no other formal measures, in case of expulsion of the doctoral student, or when the doctoral student does not respect the provisions and obligations of the present Contract. In the former case, the expulsion decision made by the doctoral school council leads to termination. In the latter case, termination occurs on the same date the University communicates the acknowledgement of the breach in Contract by the doctoral student, without incurring penalties or any other formal measures, without the intervention of a legal body. The university has the right to charge the doctoral student with accumulated debts, associated penalties and/or material losses.

(3) Any other measure adopted by the University in favor of the doctoral student cannot be interpreted as a waiver of the express termination clause mentioned in paragraph (2).

(4) The force majeure, as defined by law, leads to the suspension of the Contract's execution, and it protects from liability the part invoking it on time.

(5) Any change regarding the provisions of the present Contract, while is being carried out, requires the signing of an additional document, in compliance with the law. The Contract is automatically modified should there occur changes in the legislation regarding the organization and development of the doctoral studies.

(6) The conflicts regarding the signing, the execution, the modification, the suspension or the termination of the present Contract will be resolved amiably. The disputes not amiably settled are being resolved by the court materially and territorially in charge, in compliance with the law.

**Art. 7. Other provisions**

(1) The Individual Curriculum signed by the doctoral supervisor and the doctoral student, approved by the council of the doctoral school \_\_\_\_\_ from the Faculty of \_\_\_\_\_ is an integral part of the present Contract.

(2) The University has the right to publish, on its Internet website, the abstract of the doctoral thesis, submitted to the Institute for Doctoral Studies by the doctoral student when the procedure for public defense of the doctoral thesis is started.

(3) The complains and the requests regarding the doctoral studies are being submitted in writing to the Institute for Doctoral Studies, which forwards them to be resolved by the competent bodies, as the case may be.

(4) In special situations, the doctoral supervisor may request, within the limits of the available funds and with the approval of the doctoral school council, an extension of 2 or 4 academic semesters of doctoral studies of the doctoral student. If no funds are available, the extension can be carried out only in tuition-paying conditions. The extension can only be granted once. The request will be handed in by the doctoral supervisor to the secretariate of the Institute for Doctoral Studies, and will be submitted for the University Senate's approval by the director of the doctoral studies council.

(5) If the doctoral student finishes the doctoral studies but does not succeed in finalizing or publicly defending his/her doctoral thesis within the timeframe established through the present Contract and through possible additional acts, he/she benefits of a grace period of maximum 2 years for finalizing and publicly defending the doctoral thesis; exceeding this 2-year grace period will lead to application of the provisions of Law no. 49 from March 14, 2013. The status of doctoral student in the grace period is granted ex officio, starting from the moment the doctoral student is no longer covered by the present Contract and by possible additional acts. No interruptions and no extensions of doctoral studies can be granted during the grace period and subsequent to its conclusion.

(6) According to Law no. 49/2013, the doctoral thesis can be defended within 4 years maximum from the completion of the doctoral studies, with the approval of the university senate and of the doctoral supervisor. The doctoral studies are considered completed before the beginning of the grace period.

(7) If the doctoral student obtains a scholarship that will be paid through the University, an additional act to the present Contract is signed. The additional act regulates the rights and obligations of the doctoral student and of the University, emerging from the scholarship holder quality of the doctoral student.

(8) The doctoral student must observe the provisions of the Law on safety and health at work no. 319/2006.

The present Contract has been signed today \_\_\_\_\_, at Babeş-Bolyai University of Cluj-Napoca, in four copies, one for each contracting party, and one for the doctoral school.

Babeş-Bolyai University  
Rector

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Judicial Counselor

.....

Doctoral student

.....  
(surname and first name)

.....  
(signature)

Doctoral supervisor

Prof. Dr. ....  
(surname and first name)

.....  
(signature)

Director of the doctoral school

Prof. Dr. ....  
(surname and first name)

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