

CONTRACT FOR DOCTORAL STUDIES

No. _____ of _____

Legal framework: Law no. 287/2009 (New Civil Code, art. 1166), Law of National Education no. 1/2011, as subsequently amended and supplemented, Doctoral Studies Code, approved by the Government's Decision no. 681/2011, as subsequently amended and supplemented, Order of the Ministry of National Education No. 5110/17.09.2018, Order of the Ministry of Education and Research no. 5229 of 17 August 2020, Institutional Rules of organization and operation of doctoral studies within 'Victor Babes' University of Medicine and Pharmacy Timisoara, annex to Senate Decision no. 6/6022/27.05.2020, Chart of 'Victor Babes' University of Medicine and Pharmacy Timisoara.

ART. 1. CONTRACTING PARTIES

1. 'VICTOR BABES' University of Medicine and Pharmacy Timisoara (Institution Organizing Doctoral Studies, hereinafter referred to as UMFVBT-IOSUD), having its registered office in Timisoara, Piata E. Murgu no. 2, Tax Code 4269215 and account opened with the Treasury of Timisoara no. RO21TREZ62120F330500XXXX, legally represented by PhD Univ. Prof. Octavian Marius CRETU, as Chancellor.

and

2. Mr. (Mrs.) PhD Univ. Prof. _____ as PhD supervisor, according to MO no. _____ / _____ member of the Doctoral School, of the PhD student,

and

3. * Mr. (Mrs.) PhD Univ. Prof. _____ as PhD supervisor, according to MO no. _____ / _____ member/affiliate of _____, as co-supervisor of the PhD student,

and

4. The PhD student Mr. (Mrs.) _____ identified with identity card series _____ no. _____ Personal Numerical Code _____ domiciled in _____, _____ street, no. _____, building _____, entrance _____, _____ floor, app. _____, post code _____, county _____, tel. _____, email _____, enrolled on 01.10.2021, as **PhD student**, holding a place in one of the following categories¹

fee based full-time education , or

full-time education exempted from tuition fees with a scholarship;

full-time education exempted from tuition fees without a scholarship;

part-time education exempted from tuition fees without a scholarship

in the program of doctoral studies in **Medicine**, Doctoral School of Medicine – Pharmacy, 'VICTOR BABES' University of Medicine and Pharmacy Timisoara,

have agreed to conclude this contract

¹Please tick the applicable box by an x.

*please fill in if applicable

ART. 2. SCOPE OF THE AGREEMENT

This contract is concluded for the activities carried out throughout the doctoral studies of the PhD student and it states the rights and obligations of the signatory parties, according to the *Chart of the University* and law in force.

ART. 3. CONTRACT DURATION, AMENDMENT AND TERMINATION

3.1. This agreement is concluded for an academic cycle corresponding to the four-year doctoral studies, i.e. 01.10.2021 – 30.09.2025.

3.2. The program of doctoral studies may be interrupted, at the PhD student's request, on reasonable grounds, in the conditions set out by the *Rules of organization and operation of doctoral studies within UMFVB and of the Doctoral Studies Code*². The duration of the doctoral studies shall be extended for the cumulated periods of approved interruption. The duration of the contract herein shall be extended by the cumulated periods of approved interruption.

3.3. In special situations, when the PhD topic requires a longer research or experimentation period, the duration of the doctoral program may be extended by 1-2 years, with the approval of the University Senate, at the proposal of the PhD supervisor. The PhD student, regardless of the type of financing, i.e. with or without a tuition fee, who benefits from an extension of the doctoral studies, must pay the fee for the extension year/s, in the amount established by the University Senate.

3.4. This contract may be amended with the agreement of the parties. The contract shall be legally amended by an addendum, if the laws on the organization and development of doctoral studies change.

3.5. The contract may be terminated by agreement between the parties. If the PhD student completes and defends the doctoral thesis sooner than 4 years, the effects of this contract cease as of that date.

3.6. The contract terminates by the PhD student's unilateral will when this latter asks to withdraw from the doctoral studies within 'Victor Babes' University of Medicine and Pharmacy Timisoara or to transfer to another institution organizing doctoral studies.

3.7. The contract shall terminate by operation of law, if the PhD student is expelled, or if the PhD student does not comply with the obligations and conditions of this contract:

- in the first case, termination occurs as a result of expulsion
- in the second case, termination occurs as a result of the PhD student's not complying with the contract provisions, without any formal notice or any other formality, or without the intervention of the court.

ART. 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. 'Victor Babes' University of Medicine and Pharmacy Timisoara

4.1.1. Has the following *rights*:

- a) to conduct, organize, plan and control the entire activity of the doctoral studies;
- b) not to admit the defense of the exams, scientific reports and doctoral thesis, if the PhD student has not paid his / her fees and has not fulfilled his/her obligations from the individual program;
- c) to approve the change of the PhD supervisor;
- d) to approve the interruption of the program of doctoral studies;
- e) to decide on the expulsion of the PhD student, under the conditions established by the Rules of the Doctoral School;
- f) to establish annually the amount of tuition fees, methods of collection and terms of payment of the tuition fees, as well as the penalties in case of non-payment
- g) to take all the measures it deems necessary, within the limits of the law, for the PhD student's compliance with all the internal rules established by the Doctoral School;

4.1.2. Has the following *obligations*:

- a) to ensure the organizational framework specific to the cycle of doctoral studies, according to the law in force and to the rules of organization and operation of doctoral studies;
- b) to apply the quality assurance policy of all activities carried out within the cycle of doctoral studies;
- c) to ensure the PhD student's access to the material base of education and research resources within the doctoral studies;
- d) to make sure the PhD student is informed on the content of the rules of organization and operation of the doctoral studies;
- e) to ensure the PhD student's access to the information and decisions of the Senate of 'Victor Babes' University of Medicine and Pharmacy Timisoara regarding the organization and operation of the doctoral studies;
- f) not to discriminate between the PhD students admitted on places exempted from tuition fees and those admitted on fee-paying places and not to discriminate in any other way, according to the law;
- g) to make sure the PhD supervisor complies with his/her obligations and with the PhD student's rights according to the rules of organization and operation of the doctoral studies;

4.2. The PhD supervisor

4.2.1. Has the following *rights*:

- a) the right to participate in doctoral grant competitions;

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- b) the right to guide and evaluate the activity of the PhD student within the program of doctoral studies, according to the professional and university autonomy, following the requirements of the program of doctoral studies and respecting the professional interests of the PhD student;
 - c) the right to propose the doctoral commission;
 - d) the right to an impartial internal and external evaluation, complying with the specific methodology of the evaluation process;
 - e) the right to know the methodology in relation to which he/she is evaluated, both in the internal and in the external evaluation;
 - f) the right to know the results of the internal and external evaluation of his/her own activity;
 - g) the right to refuse to supervise a PhD student in circumstances where he/she is unwillingly placed in a conflict-of-interest situation;
 - h) the right to ask to the Council of the Doctoral School the interruption of the supervision relationship with a PhD student;
 - i) the right to select the PhD candidate for a vacant position under his/her supervision and to propose the enrolment of the PhD student;
 - j) the right to ask the Doctoral School to organize an admission competition for each vacant place for PhD students under his/her supervision;
 - k) the right to decide the research components of the training program based on the advanced university studies that the PhD student must attend, in compliance with the provisions of the law.
 - l) the right to collaborate in the form of co-supervision for the achievement of doctoral and scientific research mobility programs

4.2.2. Has the following *obligations*:

- a) to ensure the scientific, professional and deontological guidance of each PhD student;
- b) to propose the research topics;
- c) to ensure the conditions and to stimulate the progress of the PhD students in the research they carry out;
- d) to perform the objective and rigorous monitoring and evaluation of each PhD student;
- e) to support the mobility of PhD students;
- f) to avoid the occurrence of conflicts of interest in the supervision of PhD students.
- g) to establish together with the PhD student the individual plan and to submit it to the approval of the Council of the Doctoral School of 'Victor Babeş' University of Medicine and Pharmacy Timisoara

4.2.3. The co-supervisor

- 1) The doctoral studies may also be organized in co-supervision, in which case the PhD student carries out his/her activity under the concomitant guidance of a PhD supervisor from Romania and a PhD supervisor from another country or under the concomitant guidance of 2 PhD supervisors from different institutions in Romania, based on a written agreement between the organizing institutions involved. The co-supervised doctorate may also be organized if the PhD supervisors are from the same IOSUD, but have different specializations/areas of study or one of the PhD supervisors has reached the age of 65, according to the provisions of art. 289 para. (4) of Law no. 1/2011.
- 2) In the case of co-supervised doctorates, a main PhD supervisor is defined. The PhD student is fully accounted for by the main PhD supervisor, including with regard to establishing the rules for his/her teaching and research activity.
- 3) The PhD student who completes his/her doctoral program will defend the doctoral thesis at the IOSUD institution to which the main PhD supervisor is affiliated, in compliance with the rules of defense pertaining to the IOSUD and to the Doctoral School within the university in question.

4.3. The PhD student

4.3.1. Has the following *rights*:

Throughout the program of doctoral studies, the PhD student has the right:

- a) to benefit from the support, guidance and coordination of the PhD supervisor, as well as of the supervisory committee;

- b) to participate in the seminars or work meetings of the research and development staff within UMFVBT-IOSUD when topics relevant for the doctoral studies are discussed;
 - c) to be represented in the decision-making forums of the Doctoral School,
 - d) to benefit from the logistics, documentation centres, libraries and equipment of the Doctoral School and of the UMFVBT-IOSUD for the elaboration of the research projects and of the doctoral thesis;
 - e) to enrol in courses and seminars organized by other doctoral schools;
 - f) to work together with teams of researchers within the UMFVBT-IOSUD or within research and development units that have concluded institutional agreements or partnerships with the UMFVBT-IOSUD;
 - g) to benefit from national or international mobility programs;
 - h) to benefit from institutional support for participating in scientific conferences or congresses, workshops, summer or winter schools and national and international seminars in the area of specialization in which he/she has chosen his/her doctoral thesis;
 - i) to participate in the scientific communication sessions organized by the doctoral school and/or by the UMFVBT-IOSUD;
 - j) to be informed on the curriculum of the doctoral studies within the Doctoral School;
 - k) to prepare the doctoral thesis in co-supervision according to the Rules of the IOSUD;
 - l) to participate in competitions for doctoral scholarships;
 - m) the PhD student may perform teaching activities, according to the contract for doctoral studies within the limit of 4-6 conventional teaching hours per week. Teaching activities that exceed this level will be remunerated in compliance with the law in force, falling under the Labour Code, while observing the rights and obligations of the employee and paying the contributions due, according to law, to state social insurance, unemployment insurance, social health insurance and insurance for accidents at work and occupational diseases;
 - n) to receive the title and diploma of doctor in the field in which he/she was enrolled.
- 4.3.2. The PhD student has the following obligations:
- a) to comply with the schedule established together with the PhD supervisor and to fulfil his/her obligations to present his research work and results;
 - b) to present to the PhD supervisor and to the supervisory committee activity reports whenever requested;
 - c) to be in permanent contact with the PhD supervisor;
 - d) to comply with the institutional discipline; ethical principles and confidentiality of scientific research,
 - e) to comply with and fall within the provisions of the training plan;
 - f) to present, annually, to the PhD supervisor written reports regarding the stage achievements, the activity planning for the next semester, the problems and difficulties he/she has faced, as well as any correction proposals;
 - g) to comply with the ethical principles related to training and scientific research
 - h) to present to the PhD supervisor and Council of the Doctoral School, in due time, any event, personal or related to the academic and scientific environment, which may negatively influence the quality of training and compliance with the undertaken deadlines
 - i) to keep in touch with the PhD supervisor and to comply with the schedule of academic meetings;
 - j) to observe the academic discipline, measures for safety and health of the work in the unit, confidentiality and professional secrecy
 - k) The articles published in extenso must fall within the research topic of the doctoral thesis;
 - l) to declare, in all the works published during the doctoral studies, the affiliation to 'Victor Babes' University of Medicine and Pharmacy Timisoara;
 - m) to comply with the conditions for the extension and interruption of the doctoral studies regulated by the Doctoral School, and approved by the Senate of 'Victor Babes' University of Medicine and Pharmacy Timisoara;
 - n) to submit requests and/or complaints regarding his/her doctoral studies, in writing, to the Doctoral School, which will submit them to the Senate of the 'Victor Babes' University of Medicine and Pharmacy Timisoara for settlement.

- r) to give their consent on the processing of personal data in order to exercise the rights ensured by the quality of PhD student or graduate, during the entire period of education, i.e. until the completion of the doctoral studies;

In order to be awarded the title of doctor, the following minimum standards must be fulfilled:

1. publication of the doctoral thesis results, as an author, as follows:

a) at least one article published in an ISI rated journal with an IF > 0.5;

b) at least two articles published in PubMed or BDI indexed journals or one article published in an ISI rated journal;

2. the articles specified under point 1 letters a) and b) may of the Original Research or Review type, but at least two articles must be of the Original Research type;

3. the PhD student must hold the capacity as author (first author, corresponding author, co-author) of all scientific articles, and he/she must be the author of at least one article.

4.3.3. Conditions for the expulsion of PhD students:

- a) Failure to pass the 1st year exams at the Doctoral School;
- b) Non-compliance with the contractual obligations to pay the tuition fee;
- c) Lack of scientific/research activity for 2 consecutive years, without justification
- d) Failure to comply with the contractual obligations related to the elaboration of the doctoral thesis and/or exceeding the legal period of doctoral studies
- e) At the proposal of the PhD supervisor and of the PhD student's supervisory committee, for deviations from the ethical principles of scientific research

ART. 5. THE SUPERVISORY COMMITTEE

5.1. The supervisory committee supports the scientific research activity of the PhD student and consists of 3 members, who may be part of the research team of the PhD supervisor or are affiliate/non affiliate professor and research staff of the Doctoral School of 'Victor Babes' University of Medicine and Pharmacy Timisoara.

5.2 The structure of the supervisory committee is established by the PhD supervisor, after consultation with the PhD student.

ART. 6. RESEARCH TOPIC: _____

ART. 7. FUNDING

7.1. Doctoral studies are funded:

- from the state budget, for a period of 4 years for the PhD students admitted with a doctoral grant; the costs for exceeding the duration of free education, provided by law, shall be borne by the PhD student. The amount of the scholarship for the PhD student admitted on a scholarship, funded from the state budget, is the one established by the Ministry of Education, without excluding other forms of remuneration provided by the legal provisions in force, and will be communicated to the PhD student.
- from the tuition fee established by a Decision of the University Senate for PhD admitted with a fee;
- from other legally established sources.

7.2. The scholarship is automatically suspended during the interruption periods of the doctoral studies or in case the PhD student breaches the clauses of the contract for doctoral studies.

7.3. PhD students admitted with a tuition fee are required to pay the fees according to the Decisions of the Senate.

7.4. The PhD student will not request the refund of the fees paid in case of withdrawal from studies, expulsion or transfers to other institutions organizing doctoral studies.

7.5. The PhD student admitted on a fee based place will pay the tuition fee only for the period exceeding the term of 4 years. The tuition fee will be the one in force for the academic year in question.

7.6. After a grace period of one month from the deadline provided by the Rules on the payment of tuition fees, based on the accounting records, the university has the right to expel the PhD students who cannot prove the payment of the tuition fee within the established time limit.

ART. 8. COMPLETION OF THE DOCTORAL THESIS

8.1. The doctoral thesis will be defended until the end of the 4-year period.

8.2. After the public defense of the doctoral thesis, the doctoral committee evaluates and deliberates on the grade to be awarded ('Excellent', 'Very good', 'Good', 'Satisfactory' or 'Unsatisfactory').

8.3. Doctoral studies may be extended by 1-2 years, on reasonable grounds, at the proposal of the PhD supervisor, with the approval of the University Senate.

8.4. 2. The program of doctoral studies may be interrupted, at the PhD student's request, on reasonable grounds. The interruption must be approved by the University Senate. The total duration of the interruptions cannot exceed 2 years.

8.5. The interruption/extension/grace periods of the doctoral studies will extend the duration of this contract.

8.6. If the PhD student fails to complete the thesis within the period established according to the contract for doctoral studies and any addenda thereto, he/she further benefits of a grace period of maximum 2 years to complete and publicly defend the thesis; if this time limit is exceeded, the PhD student will automatically be expelled.

8.7. The doctoral thesis may be defended within maximum 4 years from the completion of the doctoral studies, with the consent of the University Senate and of the PhD supervisor.

8.8. The doctoral thesis will be written in Romanian or in a language of international circulation, to be chosen from: English, French, German.

8.9. The doctoral thesis will be written in compliance with the standards for writing a doctoral thesis. The doctoral thesis is a public document. It shall also be prepared in digital format. The doctoral thesis shall be published with both the name and surname of the PhD student, and of the PhD supervisor.

ART. 9. Contract cessation/amendment/termination

9.1. The contract for doctoral studies comes to an end:

- a) on the date when the Council of the Doctoral School approves the PhD student's request to withdraw from the doctoral studies undertaken within UMFVBT-IOSUD, or
- b) on the date when the Council of the Doctoral School approves the PhD student's request to transfer to another institution organizing doctoral studies, or
- c) on the date when the PhD student completes his/her doctoral studies.

The obligations provided until the Contract termination date must be performed under the contractual conditions.

9.2. Any amendment to the clauses herein, during its performance, requires the conclusion of an addendum, according to the legal provisions. The contract is amended by operation of law, if the legislation on the organization and development of doctoral studies changes.

9.3. The contract is terminated, without the intervention of the court and without any other formalities, as follows:

- a) in case of expulsion, the termination takes place on the date when the expulsion decision is communicated to the PhD student;
- b) if the PhD student does not comply with the obligations and conditions of this Contract, the termination takes place on the date when UMFVB-IOSUD communicates the non-compliance with the Contract by the PhD student, without any formal notice or any other formality, or intervention of the court.

The university is entitled to the payment by the PhD student of the accrued debts, of the related penalties and/or of any material damages.

ART. 10. FORCE MAJEURE

10.1. Force majeure, as defined by law, suspends the performance of the Contract and exonerates the party claiming it in due time.

10.2. The party claiming force majeure is required to communicate it to the other signatory parties to this contract, in writing, within maximum 5 calendar days as of the occurrence of force majeure, and the evidence thereof will be communicated within 15 calendar days.

10.3. Force majeure exonerates from liability the party claiming it, and the other party is not entitled to ask for damages.

ART. 11. CONTRACTUAL LIABILITY

11.1. Any disputes related to the conclusion, performance, amendment, suspension or termination of this Contract shall be settled amicably.

11.2. Any disputes between the PhD student and the Doctoral School shall be mediated by the Council for Doctoral Studies.

11.3. Any disputes between the PhD student and the PhD supervisor shall be mediated by the Council of the Doctoral School, and if the dispute is not settled at this level, it shall be mediated by the Council for Doctoral Studies.

11.4. If disputes cannot be solved by an amicable agreement, they shall be settled by the court with competent jurisdiction, according to the law.

ART. 12. SPECIAL CLAUSE

Regarding the intellectual property on the results obtained within the doctoral studies, the parties agree as follows:

- a) The scientific creation is the intellectual property of its creators, natural persons.
- b) The results obtained within the doctoral studies at UMFVBT-IOSUD must be published by the PhD students by indicating their status – i.e. of PhD student at 'Victor Babes' University of Medicine and Pharmacy from Timișoara – for the entire duration of this status.
- c) If the results of the research undertaken within the doctoral programs are of commercial interest, their capitalization in this regard can be done only based on specific prior agreements, which the parties undertake to conclude in order to establish their rights and obligations.

ART.13. MISCELLANEOUS

13.1. The PhD student declares that he/she was informed on the provisions of art. 326 of the Criminal Code on false declarations, and of art. 323 of the Criminal Code on the use of forgery.

13.2. This contract has been concluded in 3 counterparts, one for each contracting party and one for the Doctoral School.

Chancellor,
PhD Univ. Prof. Octavian Marius CREȚU

PhD student,

(name and surname)

(signature)

Legal Counsel,

PhD supervisor,

PhD L.C. Codrina Mihaela LEVAI

(name and surname)

(signature)

PhD co-supervisor,

(name and surname)

(signature)