

## CONTRACT FOR DOCTORAL STUDIES

Art. 1. **Legal basis:** Civil Code, art. 942, Government Decree 567/2005, all Government Decrees subsequently modifying it, and Regulation 14385 / October 31, 2005 of Babeş-Bolyai University, regarding the organization and development of doctoral studies, henceforth referred to as *the Regulation*.

### Art. 2. Parties

(1) Babeş-Bolyai University, Cluj-Napoca, 1, Kogălniceanu Mihail Street, Romania (henceforth referred to as *The University*), as an accredited institution of higher education, represented by its Rector, Professor Andrei Marga, Ph.D., functioning under the coordination of the Ministry of Education, Research and Innovation, which provides doctoral studies as stipulated in the Government Decree 567/2005;

(2) Mr. / Ms. \_\_\_\_\_, with the permanent 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 \_\_\_\_\_ (date), qualifying as *Ph.D. candidate* at the University, full-time/part-time program, at The Faculty of \_\_\_\_\_,  
field of study \_\_\_\_\_, and

(3) Mr. / Ms. \_\_\_\_\_,  
qualifying as *Ph.D. supervisor* of the candidate.

### Art. 3. Object of the contract

The present **Contract's** object is the activity developed within the framework of doctoral studies, regulating the relations among the University, the Ph.D. candidate and the Ph.D. supervisor, specifying the rights and the obligations of the implied parties, in accordance with the legislation in force, the decrees issued by the Ministry of Resort, the provisions in the University Charter, and the decisions of the University Senate.

### Art. 4. Duration of the contract

(1) The present contract is valid for three consecutive academic years (6 semesters), starting on October 01, 2010.

(2) In case of any adjournment of the Ph.D. program by the Ph.D. candidate, approved by the University Rector in accordance with *the Regulation*, the contract extends with the total amount of the adjournments.

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

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

(a) establishes the conditions of study, adjournment, expulsion or re-enrollment in doctoral studies of the Ph.D. candidate;

- (b) monitors the manner in which the Ph.D. candidate fulfills his/her obligations as a Ph.D. candidate, as stipulated in his/her Individual Curriculum, henceforth referred to as *the Individual Curriculum*, and the obligations stipulated in the present Contract;
- (c) every year, it decides the amount of the study fee, 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 study fee.

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

- (a) organizes the doctoral studies;
- (b) provides education services to the Ph.D. candidate through the doctoral schools;
- (c) ensures proper organizational and technical conditions for study and research, allowing the Ph.D. candidate to use the infrastructure of the University for documentation and research;
- (d) organizes the public defense of the Ph.D. dissertation;
- (e) ensures the confidentiality of the Ph.D. candidate's personal information, in compliance with the law;
- (f) provides, by request, documents that prove the quality of the inquirer as a Ph.D. candidate, in accordance with the legislation;
- (g) monitors and evaluates the Ph.D. candidate's activity through the Institute for Doctoral Studies, throughout the doctoral studies;
- (h) stimulates the publication of the Ph.D. candidate's scientific reports in specialized journals;
- (i) does not discriminate, with regard to the curricula, among Ph.D. candidates admitted to different forms of instruction and financing;
- (j) pays the scholarship, within the quota and on the date established by the institution offering the scholarship through the Babeş-Bolyai University, to the Ph.D. candidates who have been granted a scholarship by that institution;

**(3) The rights of the Ph.D. candidate:**

- (a) to participate in the construction of the Individual Curriculum;
- (b) the candidate 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;
- (c) to take part to research projects developed at the University, with the approval of the Ph.D. supervisor;
- (d) to use the laboratories, the course and seminary halls, study rooms, libraries, and other means provided by the University for the professional activity, and for cultural and sport activities;
- (e) to use protection equipment while carrying out practical work in a toxic environment, in compliance with the workplace safety norms;
- (f) 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 Regulation of the University's Department of Informatics;
- (g) the candidate can participate in a joint doctoral program, within a legal agreement, signed by the parties involved, in compliance with the laws;
- (h) the candidate benefits from the ECTS (European Credit Transfer and Accumulation System), as stipulated in the Regulation;
- (i) the full-time Ph.D. candidate may teach a maximum of 6 hours per week, on an hourly payment basis (seminar activities, practical and laboratory work, coordination of pedagogical or professional practice);
- (j) additional rights are stipulated in the Regulation, the Government Decree 567/2005, and in other normative acts on doctoral studies.

**(4) The duties of the Ph.D. candidate**

- (a) Obligations applied to all Ph.D. candidates:
  - the Ph.D. candidate must participate in the activities stipulated in the Individual Curriculum, in accordance with the Regulation and the present Contract;

- at the end of every academic year, regularly in July, the Ph.D. candidate must verify his or her transcript of records, at the University's Institute for Doctoral Studies;
- must respect the University regulations and measures, behaving in a manner consistent with the quality of a Ph.D. candidate at the University.

(b) Particular requirements for tuition paying Ph.D. candidates

- candidates must pay the annual study fee established by the University, in lei (RON), for each university semester, according to the Regulation, or, where applicable, the study fee, in EURO, established by the University in accordance with the Romanian Law No. 1 from Jan. 6, 2010;
- candidates will be fined 0.07% of the sum not paid in due time, for each day of delay;
- candidates cannot request reimbursement of paid fees, in case they adjourn, are expelled or transferred to other institutions that organize doctoral studies;
- candidates pay the fee for the public Ph.D. dissertation defense with their submission of the necessary documents regarding the start of procedures for the public Ph.D. dissertation defense at the Institute for Doctoral Studies of the University;

**(5) The rights of the Ph.D. supervisor:**

- (a) are stipulated in the Regulation, in Education Law no. 84/1995, reissued in 1999, with the subsequent modifications and addenda, in the Status of the teaching staff and other normative documents specifically issued;
- (b) they can collaborate in joint-doctorates for the achievement of doctoral and scientific research mobility.

**(6) The duties of the Ph.D. supervisor:**

- (a) the Ph.D. supervisor functions at the Department of \_\_\_\_\_, the Faculty of \_\_\_\_\_, Babeş-Bolyai University;
- (b) the supervisor must elaborate the Individual Curriculum together with the Ph.D. candidate, and submit it for evaluation to the Academic Staff Council of the Faculty of \_\_\_\_\_, and for approval to the University Rector.
- (c) the supervisor will permanently supervise the manner in which the Ph.D. candidate fulfills his/her activities of Ph.D. research;
- (d) the supervisor supports the Ph.D. candidate's participation in research projects;
- (e) the supervisor will ensure professional assistance and guidance for the Ph.D. candidate for the duration of the PhD studies, with the specific purpose of elaborating a Ph.D. dissertation that meets all the necessary conditions required in order to obtain the title of doctor in the field of study the candidate was enrolled in.

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

- (1) The contract is terminated: on the date of approval by the University Senate of the Ph.D. candidate's request of withdrawal from the Ph.D. program; on the date of expulsion of the Ph.D. candidate or on the date of the Ph.D. candidate's transfer to another institution that provides doctoral studies.
- (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 Ph.D. candidate, or when the Ph.D. candidate does not respect the provisions and obligations of the present contract. In the former case, the expulsion decision made by the University Senate Council leads to termination. In the latter case, termination occurs on the same date the University acknowledges the breach in contract by the Ph.D. candidate, without incurring penalties or any other formal measures, without the intervention of a legal body;
- (3) Any other measure adopted by the University in favor of the Ph.D. candidate 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 Ph.D. 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 Ph.D. supervisor and the Ph.D. candidate, approved by the Academic Staff Council of the Faculty of \_\_\_\_\_ and approved by the University Rector, 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 Ph.D. candidate when the procedure for public defense of the doctoral thesis is being started.

(3) The complains and the requests regarding the doctoral studies are being submitted in writing at the Institute for Doctoral Studies, which forwards them to be resolved by the Senate Council or by another competent body.

(4) If the Ph.D. candidate has fulfilled his/her duties within the program for advanced academic training, but has not finalized his/her Ph.D. dissertation after 6 semesters since admission, the candidate may request, in well justified cases and with the Ph.D. coordinator's agreement, an extension of 2-4 semesters of doctoral studies as tuition-paying Ph.D. candidate, subject – for the extension period – to Ph.D. candidates enrolled as tuition-paying students. The University Senate approves the extension period, which can refer only to a complete number of semesters. In this case, the parties will sign a doctoral studies contract for the extension period under the terms set by the University at the time this second contract is being signed.

(5) The registration of fees paid for the Ph.D. program falls under the responsibility of the Institute for Doctoral Studies of the University. The Ph.D. candidate must submit to the Institute for Doctoral Studies of the University copies of the receipts that testify the payment of the study fees.

(6) If the Ph.D. candidate obtains a scholarship that will be paid through the University, an additional act to the present contract will be signed, which will specify the rights and obligations of the Ph.D. candidate and of the University, emerging from the scholarship holder quality of the Ph.D. candidate.

The present contract has been signed today \_\_\_\_\_, at Babeş-Bolyai University of Cluj-Napoca, in three copies, one for each party.

Babeş-Bolyai University of Cluj-Napoca  
Rector  
Prof. Dr. Andrei MARGA

.....

Ph.D. candidate

.....

(surname and given name)

.....

(signature)

Judicial Counselor

Jr. Alexandru BRAȘOVEANU

.....

Ph.D. Supervisor

Prof. Dr. ....

(surname and given name)

.....

(signature)