

# BABEȘ-BOLYAI UNIVERSITY CLUJ-NAPOCA

Institute for Doctoral Studies

Registration no. \_\_\_\_\_

## DOCTORAL STUDIES AGREEMENT

### 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; Minister's Order No. 5110/2018 regarding the approval of the minimum national standards for awarding the doctoral degree, Regulation no. 483/13 January 2020 of Babeș-Bolyai University regarding the organization and operation of doctoral studies, henceforth referred to as the Regulation.

### Art. 2. Parties

I. *Babeș-Bolyai University of Cluj-Napoca*, located in Cluj-Napoca, 1 Mihail Kogălniceanu Street, as an accredited state institution of higher education under the Ministry of National Education, running doctoral degree programmes, registered as personal data operator under no. 5533, henceforth referred to as the *University* and legally represented by its rector, professor Daniel DAVID, PhD;

(2) Mr./Ms. \_\_\_\_\_, resident in (city, country) \_\_\_\_\_, address: \_\_\_\_\_

\_\_\_\_\_ city of birth \_\_\_\_\_ date of birth \_\_\_\_\_, ID Card (Series and Number) \_\_\_\_\_, National Identification Number \_\_\_\_\_, enrolled on 27.09.2021 as *doctoral student* on a (check the box that applies) state funded ; tuition paying  place, form of education (check the box that applies) full time ; part time , doctoral degree in the field of History,  academic  professional doctoral studies offered by the doctoral school of \_\_\_\_\_ at the Faculty of \_\_\_\_\_;

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

### Art. 3. Object of the Agreement

The object of the present **Agreement** is the activity performed within the framework of doctoral studies, regulating the relations between the University, the doctoral student, and the doctoral supervisor, specifying the rights and the obligations of the parties involved, in accordance with the legislation in force.

### Art. 4. Duration of the Agreement

(1) The present Agreement is valid for the regular schooling period of three consecutive academic years (six semesters), starting on 27/09/2021.

(2) An addendum to the Agreement 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) Rights of the University:

- (a) establishes the operating terms and conditions of doctoral studies, the interruption and the extension of doctoral studies, the enrolment and expulsion of the doctoral student;
- (b) monitors the manner in which the doctoral student fulfils their obligations as a doctoral student, as stipulated in their Course of Study Plan, henceforth referred to as the *Course of Study Plan*, as well as the obligations assumed in the present Agreement;
- (c) it establishes the tuition fee for each academic year and the fee for the defence of the doctoral thesis, in accordance with the schooling costs, within the economic and legal frame at that time;
- (d) each year, it decides on the payment procedure and the payment deadlines for the tuition fee.

### (2) 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 purposes; provides a free email account for academic and administrative correspondence only, in accordance with the Operating Regulation of the University's Data Communication Centre, in order to ensure an official communication medium;
- (d) organizes the public defence of the doctoral thesis;
- (e) ensures the confidentiality of the doctoral student's personal information, in compliance with the law;
- (f) provides, upon request, transcripts of records and documents that certify the status of 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) encourages the publication of the doctoral student's scientific reports in specialized journals;
- (i) does not discriminate, with regard to the curricula, against any doctoral students admitted to certain types of funding;
- (j) provides scholarship to the doctoral students who have been granted a scholarship, in the amount and on the day established by the institution offering the scholarship through Babeş-Bolyai University.

### (3) Rights of the doctoral student:

Throughout the duration of doctoral studies (with the exception of possible periods of interruption of these studies, and with the exception of potential grace periods), the doctoral student has the right:

- (a) to be informed, upon request, about the doctoral studies programme they are enrolled in;
- (b) to participate in establishing their Course of Study Plan;
- (c) to receive support, guidance, and advice from the doctoral supervisor and the guidance committee;
- (d) to request the doctoral school council, for true and just cause, to change their doctoral supervisor;
- (e) to attend the meetings or the seminars of the department/research group of their supervisor, when relevant themes for doctoral studies are being 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 facilities, documentation centres, libraries, and University equipment for their research and for writing 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 carry out activities as part of research teams from the University or from research-development units that have concluded institutional agreements or partnerships with the University, with the approval of the doctoral supervisor;

- (k) to carry out the doctoral training in a joint doctoral degree programme in accordance with an 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 communication sessions organized by the doctoral schools or/and by the University;
- (n) to benefit from institutional support in order to attend, in the country or abroad, scientific sessions, workshops, and summer/winter schools in the field of the doctoral studies connected to the topic of their doctoral dissertation;
- (o) to carry out traineeships in economic public/private companies in the country or abroad;
- (p) to participate in any other professional activities, at the supervisor's or the doctoral school's request;
- (q) the doctoral student may teach four to six conventional didactic hours per week; didactic activities in excess of six conventional didactic hours per week will be carried out and paid in accordance with the labour legislation in force, and legal contributions and taxes will be duly paid;
- (r) the possibility of carrying out paid didactic activities for a doctoral student with no scholarship or for a doctoral student on tuition will be regulated through an additional act;
- (s) the doctoral student will be granted the title and the diploma of doctor in the scientific domain they were enrolled to doctoral studies, in compliance with the law;
- (t) to use the communication services of the University – email and internet – only in relation to the training activity and with other issues related to the educational process, in compliance with the Operating 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 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) of the National Education Law, and in accordance with specific laws regulating 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) **Obligations of the doctoral student:**

##### ► Obligations applying to all doctoral students

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

- (a) the doctoral student must participate in the activities stipulated in the Course of Study Plan, in accordance with the *Regulation* and the present Agreement, for the period specified in article 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 meet the following mandatory minimum standards for obtaining a doctoral degree, as regulated by Minister's Order no. 5110/2018:
  1. ***Publication of at least one article during the doctoral studies period in journals ranked in international databases (BDI), according to addendum no. 31 to the Order of the Minister of National Education and Scientific Research no. 6.129 / 2016 approving the minimum required and mandatory standards in order to obtain the higher education didactic titles, professional research and development degrees, doctoral supervisor qualification and habilitation qualification.***
  2. ***Publication of at least one study in collective volumes by CNCS acknowledged publishers;***
  3. ***Participation with scientific papers in at least two national/ international conferences in the field with a program committee, included in the conference program;***
  4. ***The doctoral student must be a first author, and the published/ delivered papers must contain results from the doctoral thesis research.***

- (c) to communicate permanently with the doctoral supervisor, with the members of the guidance committee, and with the secretariat of the Institute for Doctoral Studies;
- (d) to submit activity reports to the doctoral supervisor and to the guidance committee at least once every 12 months, and every time they are requested to do so;
- (e) to respect the University regulations and measures, behaving in a manner consistent with the doctoral student status;
- (f) to actively contribute to the improvement of the doctoral studies programme framework;
- (g) to promptly answer to all requests from the doctoral school or from the Institute for Doctoral Studies;
- (h) to double check, at the end of each academic semester, usually during the months of February or March, respectively during July or September, their academic records at the secretariat of the Institute for Doctoral Studies, and to promptly signal any noticed discrepancy;
- (i) to bring to the attention of the director of the doctoral school, respectively the Doctoral School Council any situation which could affect the funding status of the doctoral student (state funded or on tuition);
- (j) to promptly notify the secretariat of the Institute for Doctoral Studies of any changes occurring in their personal data;
- (k) to not request in their correspondence with the staff of the *University* to receive personal information to email accounts other than the one provided free of charge by the *University*, in line with the personal data protection regulation in accordance with the existing laws.

► Specific obligations for tuition-paying doctoral students

- (a) For the period of doctoral studies, with the exception of possible periods of interruption, and with the exception of a potential grace period, the doctoral student must pay, under conditions set out by the University Senate, the tuition fee for each academic semester, including the semester when the public defence of the doctoral thesis is scheduled, and the fee for the defence of the doctoral thesis. The period of doctoral studies is considered the period since the enrolment date to the date of the public defence of the doctoral thesis, or the expulsion date, this period falling under the Agreement for doctoral studies and any addenda to this Agreement. 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 comply with the tuition fee deadlines established by the University Senate and will be billed a penalty of 0.04% of the outstanding amount for each day of delay, in accordance with the *Regulation regarding the enrolment, tuition, and graduation fees for the 2021-2022 academic year*, approved by Babeş-Bolyai University Senate Decision no. 11/15.02.2021. The late payment penalty will be paid when the entire outstanding amount 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 doctoral studies in the 2020-2021 academic year was established by University Senate Decision no. 11/15.02.2021, for each faculty of the University. Doctoral students enrolled on 27 September 2021 on tuition will pay the same established amount for the 2021-2022 academic year, for the 2022-2023 academic year, and for the 2023-2024 academic year, respectively, provided that no interruption of studies occurs between 27 September 2021 and 26 September 2024. If an interruption of doctoral studies occurs between 27 September 2021 and 26 September 2024, the doctoral student will pay the semester fee established for the 2021-2022 academic year only for the semesters between 27 September 2021 and the beginning of the first semester of interruption within the period 27 September 2021 – 26 September 2024.
- (d) Upon resuming their studies following an interruption, the doctoral student on tuition will pay, for each academic semester of doctoral studies subsequent to the end of the interruption, a semester tuition fee which will be calculated based on the annual tuition fee established by the University Senate for the current academic year.

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

(f) Failure to pay the tuition fees and/or the penalties incurred because of late payments leads to the doctoral student being barred from sitting for required evaluation examinations of the doctoral degree programme, and will be subject to the consequence of non-attendance.

(g) Failure to pay the tuition fees and/or the penalties due to late payments constitutes a breach of the obligations and terms and conditions of the present Agreement, and the legal consequences are listed in article 6 paragraph (2).

**(5) Rights of the doctoral supervisor:**

- (a) to select the guidance committee of the doctoral student, in consultation with the doctoral student;
- (b) to evaluate the activity of the doctoral student throughout the period of the doctoral studies (with the exception of possible periods of interruption), in line with the requirements of the doctoral studies programme, and in relation to the professional interests of the doctoral student;
- (c) to establish the doctoral committee;
- (d) to decline the guidance of the doctoral student if a conflict of interest should arise, due to circumstances independent of their will;
- (e) to request the council of the doctoral school, for true and just cause, for the interruption of the supervision and guidance of the doctoral student;
- (f) any other right arising from the *Regulation*, the Government Decree no. 681/2011, and from other normative acts pertaining to doctoral studies.

**(6) Obligations of the doctoral supervisor:**

- (a) to supervise the doctoral student within the doctoral school \_\_\_\_\_, of the Faculty of \_\_\_\_\_, at Babeş-Bolyai University;
- (b) to elaborate the Course of Study Plan 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 fulfils their activities pertaining to the doctoral studies;
- (e) to take all necessary measures to provide the doctoral student with the prerequisites, knowledge and information necessary for maximizing the chances of finalizing the doctoral studies;
- (f) to carry out an objective and rigorous evaluation of the doctoral student's activity and achievements;
- (g) to exercise due diligence in engaging the doctoral student in research projects;
- (h) to avoid the emergence of conflicts of interest in supervising and guiding the doctoral student.

**Art. 6. Amendment and termination of the Agreement**

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

(2) The Agreement may be terminated, without requiring the mediation of a legal body or other formal measures, in case of expulsion of the doctoral student, or when the doctoral student does not comply with the provisions and obligations of the present Agreement. In the former case, the expulsion decision

of the doctoral school council leads to termination. In the latter case, termination occurs on the date the University informs the doctoral student of their breach of Agreement, without incurring penalties or any other formal measures, without the intervention of a legal body. The university has the right to request the doctoral student for compensation for any accumulated amounts, associated penalties, and/or material losses.

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

(4) The force majeure clause, as defined by law, leads to the suspension of the contractual obligations, and it protects from liability the party invoking the clause.

(5) Any amendment regarding the provisions of the present Agreement, while in force, requires the signing of an additional document, in compliance with the law. The Agreement is automatically amended where amendments in the legislation pertaining to the organization and operation of the doctoral studies occur.

(6) Any disputes regarding the signing, execution, amendment, suspension, or termination of the present Agreement will be resolved amicably. If disputes could not be settled amicably a party has the option to take the dispute to court or arbitration, in compliance with the law.

#### **Art. 7. Other provisions**

(1) The Course of Study Plan 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 Agreement.

(2) The doctoral dissertation is a public document. It will be written and submitted both in printed and digital form. In the field of arts, the doctoral dissertation may be accompanied by the digital recording of the original artistic creation.

(3) The doctoral dissertation and its addenda will be published on a website administered by the Ministry of Education and Research, in compliance with the legislation in force on copyright and intellectual property. The publication of the doctoral dissertation will mention both the last name and first name of the doctoral student, and the last name and first name of the doctoral supervisor.

(4) 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 the public defence of the doctoral thesis is started.

(5) Any complaints and requests regarding the doctoral studies at the University will be submitted in writing to the Institute for Doctoral Studies, which will forward them to be resolved by the competent bodies, as the case may be.

(6) In special circumstances, the doctoral supervisor may request, within the limitations of the available funds and with the approval of the council of the doctoral school, an extension of two or four semesters of doctoral studies for the doctoral student. If no funds are available, the extension can be approved only on tuition. The extension can only be granted once. The request will be submitted by the doctoral supervisor to the secretariat of the Institute for Doctoral Studies, and will be further submitted for the approval of the University Senate by the director of the doctoral school council.

(7) If the doctoral student finishes the doctoral studies but does not succeed in finalizing or publicly defending their doctoral thesis within the time frame established through the present Agreement and through possible additional acts, they benefit from a grace period of maximum two years for finalizing and publicly defending the doctoral thesis; exceeding this two-year grace period will lead to enforcing the provisions of Law no. 49 of 14 March 2013. The grace period is granted ex officio, starting from the moment the doctoral student is no longer covered by the present Agreement 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.

(8) According to Law no. 49/2013, the doctoral thesis can be defended within four 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 prior to the beginning of the grace period.

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

(10) The doctoral student must abide by the provisions of the Safety and Health at Work Law no. 319/2006.

The present Agreement was 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 of Cluj-Napoca  
Rector  
Professor Daniel DAVID, PhD

.....

Legally approved

Doctoral student

.....  
(Last name and first name)

.....  
(Signature)

Doctoral supervisor

Professor ....., PhD  
(Last name and first name)

.....  
(Signature)

Director of doctoral school

Professor ....., PhD  
(Last name and first name)

.....  
(Signature)