

CONTRACT FOR UNIVERSITY DOCTORAL STUDIES
WITHOUT SCHOLARSHIP
Nr...../.....

I. THE CONTRACTING PARTIES

Art. 1 This contract is concluded between:

1. The Romanian Academy, based in Bucharest, 125, Calea Victoriei , as an institution organizing doctoral university studies, through the School of Advanced Studies of the Romanian Academy, hereinafter referred to as SASRA and represented by Acad. Bogdan C. Simionescu, Vice President of the Romanian Academy;

2. Prof. univ./ Dr. member of SASRA,
Department, **as a doctoral supervisor;**

3. Mr. Mrs...., born on
..in 1, daughter (son) of and a (al)
....., residing in, no., St.
Building...., Entrance., Ap., County, Possessor of the I.B./I.C series
....., no., C.N.P. issued by on,
tel .. e-mail..... **as a doctoral student**

II. SUBJECT OF THE CONTRACT

Art. 2 (1) The present contract has as object the development of activities during the doctoral studies, settling the relations between SASRA, the doctoral supervisor and the doctoral student, specifying the rights and obligations of the signatory parties, in accordance with the legislation in force and the SASRA Regulation. for organizing and conducting doctoral studies approved by Decision no. 35 / 25.02.2011, hereinafter referred to as the Regulation

(2) The chosen research topic and the title of the doctoral thesis

(3) The doctoral thesis is written in Romanian or an international language and will be defended in

III. DURATION OF THE CONTRACT

Art. 3 (1) This contract is concluded for the entire duration of the doctoral studies cycle of 3 (three) years, starting with 01.11.2021 and is concluded on, respectively for 4 (four) years, for the field of Medicine and Veterinary Medicine, starting with 01.11.2021 and ending on

(2) For each period of interruption of the doctoral student's studies and the period of extension of these studies, the period approved in accordance with the Regulation on the organization and development of doctoral studies in SCOSAAR, an additional act is concluded to this contract

(3) The term for completing the doctoral studies: 31.10

Art. 4 After completing the cycle of doctoral studies, the doctoral student will receive the doctoral degree diploma in accordance with the law.

IV. DOCTORAL FIELD

Art. 5 The doctoral student is enrolled in a scientific doctorate in the fundamental field doctoral field, in the form of full-time education and carries out his/her activity in within SASRA

V. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Art. 6 The rights and obligations of the contracting parties derive from the legislation in force, Law 752/2001 on the Organization and functioning of the Romanian Academy; SASRA Regulation for the organization and development of doctoral university studies approved by Decision no. 35 / 25.02.2011, hereinafter referred to as the Regulation.

Art. 7 SASRA has the following rights:

a) to supervise and follow the way in which the doctoral student respects his / her obligations deriving from the quality as a doctoral student, provided in the doctoral student's doctoral studies plan, hereinafter referred to as the individual plan, as well as the way in which the doctoral student complies with the obligations deriving from this contract;

b) to use personal data, in the capacity of the Romanian Academy as a data operator, in order to carry out the educational process, the university management activities and the support activities underlying it;

c) to establish annually the amount of registration fees, for the defense of the doctoral thesis, as well as of the other fees related to the doctoral studies, their breakdown into installments, the way of updating them and the remaining installments, as well as the consequences regarding non-payment ;

d) to recover in the shortest time, from the doctoral student guilty of causing a damage resulting from the degradation or destruction of some goods, their equivalent value;

e) not to admit the defense of the exams, scientific reports and the doctoral thesis, if the doctoral student has not paid his fees or other obligations deriving from the present contract and has not fulfilled his obligations from the individual plan;

f) to approve the change of the doctoral supervisor, in accordance with the law, at the motivated request of the doctoral student;

g) to issue the expulsion decision in case of non-compliance with the contractual obligations by the doctoral student;

h) to establish the criteria for admission to the cycle of doctoral university studies;

i) to approve the extension/interruption of the doctoral university study program in accordance with the law;

j) to take measures for the prevention and sanctioning of deviations from the norms of scientific, professional and university ethics, according to the code of ethics of SASRA.

Art 8. SASRA has the following obligations:

a) to apply the regulation regarding the organization of doctoral university studies;

b) to ensure the conditions for exercising the rights of the doctoral student, in accordance with the legislation in force;

c) to hand over to the doctoral student for signing the doctoral studies contract and, when applicable, the additional documents;

- d) to ensure adequate organizational and technical study conditions by making available to the doctoral student the infrastructure available to the institution for documentation and research;
- e) to have included in the curricula, the courses of ethics and academic integrity, in accordance with the provisions of art. 1 and 2 of M.O no. 3131/30 Jan. 2018;
- f) to comply with the provisions of art. 5 to M.O. no. 5110/17 Sept. 2018, the express specification of the minimum national standards for granting the doctoral degree, corresponding to each doctoral field, being made in the curriculum for doctoral studies, respectively in the individual training program, which is an integral part of this contract;
- g) to apply the quality assurance policy of all the activities carried out within the cycle of doctoral university studies;
- h) to issue, upon request, documents attesting the quality of doctoral student of the applicant, according to the legislation in force;
- i) to send the doctoral file and a copy of the doctoral thesis to the Ministry of Education and Research in order to validate the decision of the doctoral commission by National Council Attesting the Uni. Degrees, Diplomas & Certificates (NCAUDDC)
- j) to issue a doctor's degree diploma

Art. 9 The doctoral supervisor has the following rights:

- a) to guide and evaluate the activity of the doctoral student within the doctoral university study program, according to the professional and university autonomy, following the exigencies of the doctoral university study program and respecting the professional interests of the doctoral student;
- b) to propose the doctoral commission and the guidance commission of the doctoral student;
- c) to refuse the guidance of a doctoral student in the conditions in which he is placed without his will in a conflict of interests;
- d) to request SASRA to interrupt the guidance relationship with a doctoral student;
- e) to select the doctoral candidate for a vacant position under his / her guidance and to propose the enrollment of the doctoral student;
- f) to request SASRA to organize an admission contest for each vacant doctoral student position under his / her guidance;
- g) to decide the study elements within the training program based on advanced university studies in which the doctoral student must participate, in compliance with the legislation in force.

Art. 10 The doctoral supervisor has the following obligations:

- a) to ensure the scientific, professional and deontological guidance of each doctoral student;
- b) to propose research topics;
- c) to draw up the curriculum for doctoral studies, respectively the individual training program, which is an integral part of this contract, in compliance exactly with the provisions of M.O no. 3131/30 Jan. 2018 and M.O no. 5110/17 Sept. 2018;
- d) to take all the necessary measures to ensure to the doctoral student the conditions, information and knowledge that will maximize the chances of completing the doctoral program;
- e) to ensure the conditions and to stimulate the progress of the doctoral students in the research they carry out;
- f) to carry out the objective and rigorous monitoring and evaluation of each doctoral student;
- g) to support the mobility of doctoral students;
- h) to avoid the occurrence of conflicts of interest in guiding doctoral students;
- i) to observe the norms of ethical and professional conduct;
- j) to respect the quality standards;
- k) to inform the doctoral student regarding the scientific, professional and university ethics and to verify its observance;

l) to analyze the reports / scientific reports of the doctoral student and to allow their support only if he / she considers that they have a consistent scientific content, focused on the issues of his / her doctoral thesis;

m) to follow and respect the provisions of the doctoral studies contract;

n) to communicate in writing to the S management, in each academic year, until its end, the non-observance of the contractual obligations by the doctoral student (especially the non-compliance with the curriculum for doctoral studies, respectively the individual training program) and the proposal to expel the doctoral student in question;

o) to communicate in writing to the SASRA management, immediately, upon the fulfillment of the legal term for the public defense of the thesis, in view of the expulsion, in case the thesis has not been defended. To monitor and confirm by report, the remaking or completion of the doctoral thesis within the terms and in accordance with those established by the doctoral commission and/ or NCAUDDC;

p) to monitor and confirm by report, the remaking or completion of the doctoral thesis within the terms and in accordance with those established by the doctoral commission and/ or NCAUDDC

Art. 11 The doctoral student has the following rights:

a) to benefit from the support, guidance and coordination of the doctoral supervisor, as well as of the guidance commission;

b) to participate in the seminars or working meetings of the research and development staff within SASRA when relevant topics for doctoral studies are under discussion;

c) to be represented in the decisional forums of the doctoral school, according to the legislation in force;

d) to benefit from the logistics, documentation centers, libraries and equipment of the doctoral school and of SASRA for the elaboration of the research projects and of the doctoral thesis;

e) to enroll in courses and seminars organized by other doctoral schools;

f) to work together with teams of researchers from SASRA or from research-development units that have concluded institutional agreements or partnerships with SASRA;

g) to benefit from national or international mobilities;

h) to benefit from institutional support to participate in scientific conferences or congresses, workshops, summer or winter schools and national and international seminars in the field of specialization of the doctoral thesis;

i) to use protective equipment during the execution of practical works that take place in a toxic or dangerous environment, according to the norms of labor protection;

j) to participate in the scientific communication sessions organized by the doctoral school and / or by SASRA;

k) to be informed about the curriculum of doctoral studies within SASRA;

l) to request, for justified reasons, the interruption of the doctoral activities, or the extension of the duration of the doctoral program, according to the legislation in force;

m) to carry out the preparation of the doctorate in co-supervision, based on an agreement concluded and signed by the parties involved, according to the law;

n) to request SASRA to change the doctoral supervisor in case he / she does not comply with his / her legal or contractual obligations or for other reasons related to the guidance relationship between the doctoral supervisor and the doctoral student;

o) to request SASRA to change the title of the doctoral thesis, under the conditions of the legislation in force;

p) to receive the title and diploma of doctor's degree in the doctoral field in which he/she was enrolled as a doctoral student, in accordance with the law;

r) other rights provided by the Regulation on the organization and development of doctoral university studies in SASRA.

Art. 12 The doctoral student has the following obligations:

- a) to comply with the regulations of the legislation in force and the specific ones of SCOSAAR in the development of university and extra-university activities;
- b) to observe the norms of university discipline and ethics, in accordance with the own regulations of SASRA;
- c) to use with care the existing material goods in the spaces where they carry out their activity, laboratories, dormitories, canteens, libraries, etc. and keep them in good condition. The equivalent value of the damages resulted by the degradation or destruction of these goods will be recovered from the one who produced them, according to the legal procedures in force;
- d) to observe and carry out exactly all the classes/ activities provided in the curriculum of the doctoral school, as well as those related to the individual plan;
- e) to respect the schedule established together with the doctoral supervisor and to fulfill his obligations to support the works and to present the research results;
- f) to present activity reports to the doctoral supervisor and to the guidance commission whenever requested;
- g) to be in permanent contact with the doctoral supervisor, in order to ensure a continuity of training and a normal flow of information;
- h) to respect the institutional discipline;
- i) to respect the quality standards;
- j) to obtain at least grade eight in all examinations and the grade *Very Good* or *Good* in all research reports and any evaluation provided in the individual study plan;
- k) to permanently update his contact data from the doctoral student's file;
- l) to observe the secret of service regarding the scientific research carried out;
- m) to remake or complete the doctoral thesis within the established terms and in accordance with those established by the doctoral commission and / or NCAUDDC
- n) to write the summary of the doctoral thesis in Romanian, if the thesis was written in a language of international circulation;
- o) to sign, when necessary, in accordance with the legislation in force and with the SCOSAAR decisions, the additional documents to the present contract for doctoral studies;
- p) to pay on time the fees due and those for defending the doctoral thesis as well as other obligations arising from this contract;
- r) other obligations deriving from the Regulation on the organization and development of doctoral university studies in SASRA and from the legislation in force.

Art. 13 In litigious situations, interpersonal conflicts, indecent behavior regarding the relations with other doctoral students or the relations between doctoral students and doctoral supervisors, both the doctoral student and the doctoral supervisor can address the SASRA President to solve these problems.

VI. INTERRUPTION AND EXTENSION OF UNIVERSITY DOCTORAL STUDIES

Art. 14 (1) In special situations, the doctoral student may request, only once, the extension of the duration of the doctoral program by 1-2 years, with the approval of SASRA, at the proposal of the doctoral supervisor and within the available funds.

(2) The situations for which the training program can be extended are:

- a) the identification, during the studies, of some research directions related to the thesis topic, which were not intuited at the moment of the elaboration of the training program and which presuppose a special deepening;
- b) other justified situations that require the extension, accepted by the doctoral supervisor;
- c) cases determined by force majeure.

Art. 15 (1) The interruption of the doctoral university studies is made at the request of the doctoral student with the consent of the doctoral supervisor, the approval of the Department and is approved by the President of SASRA. The cumulative interruption periods of doctoral studies may not exceed 2 years.

(2) The doctoral university studies may be interrupted for good reasons, not imputable to the doctoral student, as follows:

- a) medical leave (motivated by accidents with serious bodily injuries attested by specialist doctors, contacting serious / chronic diseases that require long-term treatment);
- b) maternity leave (in case of pregnancy, childbirth, postnatal leave, parental leave and childcare);
- c) situations of force majeure.

(3) The duration of the doctoral university studies shall be extended, in case of interruption, corresponding to the cumulative periods of the approved interruptions.

Art. 16 (1) If the doctoral student fails to complete the thesis within the term established according to the doctoral studies contract and any additional documents to it, according to the legislation in force, the doctoral student has another grace period, for to complete and publicly defend the thesis.

(2) For the non-observance of the contractual obligations, especially of the curriculum for doctoral studies, respectively of the individual training program, the doctoral student will be expelled at the end of the respective academic year;

(3) The doctoral student will be expelled if, at the fulfillment of the legal term for the public defense of the thesis, he / she has not defended his /her thesis.

Art. 17 In case the doctoral student withdraws from studies, he /she has the obligation to submit a **request for withdrawal from studies before the beginning of the semester.**

VII. MAJOR POWER

Art. 18 (1) By force majeure is meant that unpredictable, insurmountable and impossible to remove event, independent of the parties' will, occurred during the performance of the contract, and which prevents the execution in whole or in part of the contract and which exonerates the party that invokes it.

(2) The party invoking force majeure has the obligation to notify the other parties of the case of force majeure within 5 (five) days from the date of occurrence and to prove the existence of the force majeure situation within 15 (fifteen) days based certificates issued by the competent authorities.

VIII. TERMINATION OF THE CONTRACT

Art. 19 The doctoral studies contract terminates:

- a) on the date of expiration of the period provided in art. 3 of this contract;
- b) at the moment of expulsion of the doctoral student for non-fulfillment of the contractual obligations;
- c) on the date of approval by the SASRA President of the request for withdrawal from the doctoral university studies;
- d) on the date of the public defense of the doctoral thesis under the conditions of observing the provisions of art. 3 of this contract.

X. FINAL PROVISIONS

Art. 20 (1) The communications between the parties in connection with the execution of this contract shall be made only in writing.

(2) This contract is duly completed with other contractual clauses, provided as the case may be by additional act, in accordance with the applicable legislation in force.

(3) The curriculum for doctoral studies, respectively the individual training program, signed by the doctoral student, the doctoral supervisor and approved by SASRA, is an annex to this contract and is an integral part of it.

(4) By signing this contract, the doctoral supervisor and the doctoral student grant to the Romanian Academy (respectively to SASRA and to the institutes in which they carry out their activities within the training), as the data operator institution, the right to use their data personally, in order to carry out the educational process, the university management activities and the support activities that underlie it. At the same time, it displays its express agreement that, in accordance with the legal provisions in force, the publication of the thesis should be done with their full name and surname.

Art. 21 Disputes in connection with the conclusion, execution, modification, suspension or termination of this contract will be resolved, as the case may be, amicably. In the event that the settlement of disputes cannot be agreed amicably, their settlement will be made by the competent courts in the territorial area where SASRA has its headquarters.

Art. 22 This contract is concluded today 01.11.2021, in 4 (four) original copies, one for each contracting party and one for SASRA.

SASRA PRESIDENT,

Department Director

Acad. Bogdan C. Simionescu
Vice President of the Romanian Academy

Economic Adviser,

Director of the Research Institute,

Legal Adviser,

PhD Supervisor,

PhD student,