

CONTRACT OF DOCTORAL STUDIES

No. _____ of _____

Between

Transilvania University of Braşov, represented by Rector, Prof. Dr. Eng. Ioan Vasile ABRUDAN, as Institution Organizing University Doctoral Studies (IOSUD), headquartered in Braşov, No. 29, Eroilor Blvd., fiscal code no. 4317754, hereinafter called UNIVERSITY, and by the Doctoral Supervisor Prof./Assoc. Prof. Dr. at the Interdisciplinary Doctoral School (SDI), _____, hereinafter called DOCTORAL SUPERVISOR

and

_____, born on _____,
in the locality _____ son (daughter) of _____ and of _____, residing in the locality _____ st. _____ no. _____, county _____, National Identification Number _____, owner of ID card series _____ no. _____ issued by _____ on _____, in his/her capacity of doctoral student under budgetary financing / fee-paying , attending full-time studies / part-time studies , according to the results of Admission **2020**, field of doctoral studies: _____ at the Faculty _____,

hereinafter called DOCTORAL STUDENT

the following contract was concluded:

OBJECT OF THE CONTRACT

Art. 1. This contract has as object to regulate the relations between UNIVERSITY and DOCTORAL SUPERVISOR, on the one hand, and DOCTORAL STUDENT, on the other hand, for the enrolment in the academic year **2020/2021**, and to specify the rights and obligations of the signing parties in line with the applicable legislation, with the orders of the relevant Ministry, with the provisions of the University Charter, as well as with the decisions of the UNIVERSITY Senate and of the UNIVERSITY Executive Board and of the management bodies at IOSUD level, as regards the DOCTORAL STUDENT's conducting the activities within the advanced university training and scientific-research programme under the authority of IOSUD and of the Interdisciplinary Doctoral School (SDI), throughout the university doctoral studies, with a view to publicly defending the doctoral thesis.

The legal relations with regard to the doctoral studies, respectively the rights and obligations of the parties as part of the object of this contract, shall be extinguished once the doctoral thesis has been defended in open session in front of the commission for public defence of the doctoral thesis; the quality of a doctoral student shall cease upon the award of the title of a Doctor by Ministerial Order. By way of exception, the legal relations shall cease by the issuance of the order of expulsion prior to the public defence of the thesis, regardless of the reason of expulsion.

This contract is supplemented with the provisions of the National Education Law no. 1/2011, with the Government Decision no. 681/2011, the EU Regulations 2016/679, with the Regulations for organizing and conducting doctoral and postdoctoral studies at Transilvania University of Braşov, with the provisions of decisions of the UNIVERSITY Senate, of the UNIVERSITY Executive Board and of IOSUD, which regulate the doctoral students' professional activity, as well as with any other legal provision which will emerge until the completion of this contract.

TRAINING PROGRAMME

Art. 2. The doctoral students' training programme is organized under the National Education Law no. 1/2011, the Code of the University Doctoral Studies (namely Government Decision no. 681/2011), as well as the Regulations for organizing and conducting doctoral and postdoctoral studies and the Regulations of the Interdisciplinary Doctoral School – approved by the University Senate.

DURATION OF THE CONTRACT

Art. 3. (1) The contract has a limited duration, respectively the normal tuition duration in the case of the doctoral studies, of 3 (three) years , respectively 4 (four) years for the field Medicine , and comes into force from the date of its signing, producing effects throughout the tuition, starting with the date of enrolment as a doctoral student, respectively 01.10.2020.

(2) The university doctoral studies may be interrupted on solid grounds, under the conditions established by the SDI Regulation, upon the DOCTORAL STUDENT's written application, with the Doctoral Supervisor's assent, the endorsement of C-SDI and the approval of the University Senate. The interruption shall become effective from the date of approval by the University Senate. The cumulated periods of interruption, may not exceed 2 (two) years. The duration of the university doctoral studies shall be extended with the cumulated periods of approved interruptions. During the interruptions, this Contract is suspended, respectively there are no financial obligations either from IOSUD-UNITBV or from the DOCTORAL STUDENT, regardless of the form of doctorate and the financing regime within which the student was enrolled. This situation is regulated by an addendum to the contract of university doctoral studies.

(3) For solid reasons, under the conditions established by SDI Regulations, the normal duration of the doctoral programme can be extended for maximum 2 (two) years, upon the DOCTORAL STUDENT's written application, with the Doctoral Supervisor's approval, the endorsement of C-SDI and the approval of the University Senate; and the interruption shall operate from the date of approval by the University Senate. During the extension period, the DOCTORAL STUDENT who was enrolled on a budgeted place shall not receive scholarship and shall pay tuition fee for the second year of extension, as regulated by the addendum, while the fee-paying DOCTORAL STUDENT shall pay the tuition fee throughout the approved period of extension. This situation is regulated by an addendum to the Contract of Doctoral Studies.

(4) If the DOCTORAL STUDENT fails to complete and defend the thesis within the time limit set by the contract of university doctoral studies and the possible addenda on the extension of the duration of the studies, (s)he can benefit from a grace period of maximum 2 (two years), under the conditions established by the SDI Regulation, upon the DOCTORAL STUDENT's written application, with the Doctoral Supervisor's assent, the endorsement of C-SDI and the approval of the University Senate. The interruption shall enter into force from the date of approval by the University Senate. During the grace period, the DOCTORAL STUDENT may not receive financial support of any kind from IOSUD-UNITBV and shall pay the tuition fee for the entire approved period, regardless of the form of Doctorate and the financing regime within which the student was enrolled. Exceeding the grace period without publicly defending the doctoral thesis entails the termination of the legal relations and the DOCTORAL STUDENT's expulsion, at the expiry of the term, without other formalities.

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Art. 4. (1) The rights and obligations of the contracting parties derive from the applicable legislation, from the UNIVERSITY Charter and from the Regulations for organizing and conducting doctoral and postdoctoral studies at Transilvania University of Braşov, under Art. 1 of the Contract.

(2) During the tuition, excepting the possible periods of interruption and the grace period the DOCTORAL STUDENT has the following specific rights:

- a) to be informed, upon request, on the programme of university doctoral studies in which (s)he was enrolled;
- b) the right to use the UNIVERSITY scientific-research facilities, in compliance with the UNIVERSITY internal regulations, and with the specific regulations of the UNIVERSITY scientific-research units, under the conditions established by the doctoral supervisor.;
- c) the right to use the laboratories, lecture halls, course and seminary rooms, libraries, and the other means rendered available by the UNIVERSITY, for the purposes of professional training, as well as for the cultural and sports activities, in compliance with the UNIVERSITY internal regulations, and with the regulations specific to the constituent units of the UNIVERSITY. Towards the UNIVERSITY equipment used by the DOCTORAL STUDENT, throughout the Contract, (s)he shall act as a good administrator and owner; and in case (s)he causes, by his/her deeds, either partial or full damage to the equipment(s), (s)he shall be liable to the UNIVERSITY, to the extent of the damage caused by his/her deed;
- d) the right for protection outfit, during the fulfilment of the practical works conducted within the UNIVERSITY premises, according to the labour protection rules;
- e) the right to use the institutional internet and e-mail account, in conjunction with the training activity and other issues related to the educational process, including during the grace period;
- f) the right to ask the change of his/her doctoral supervisor, by a motivated application, in compliance with the undertaken obligations and with the express agreement of the SDI (C-SDI) Council, and of the Council for University Doctoral Studies (CSUD), provided that the new doctoral supervisor should accept and confirm the activity. The application for the change of doctoral supervisor shall be accompanied by the two doctoral supervisors' written consent;

- g) (s)he shall benefit from any other right resulting from the Code of Doctoral Studies, and from the Regulations for organizing and conducting doctoral and postdoctoral studies, as well as from other normative acts referring to the doctoral university studies, starting with the emergence of the respective right under the law.

In the grace period granted for him/her to complete the doctoral thesis, the DOCTORAL STUDENT benefits from the continuation of the doctoral supervisor's scientific coordination, from access to the library and information sources, as well as from the rights stipulated at points a and e.

(3) The DOCTORAL STUDENT has the following obligations:

(3.1) Common obligations to all doctoral students, during their tuition:

- a) to complete the training programme in due time, to write and defend the doctoral thesis in compliance with the applicable legislation, within the study duration referred to in Art. 3 hereof;
- b) to write and defend the doctoral thesis in Romanian or in an international language, with the doctoral supervisor's express consent;
- c) to comply with the daily activity programme, in line with the activities of the Programme of advanced university training organized by SDI, and with the Programme of scientific research established by the DOCTORAL SUPERVISOR;
- d) to publish in specialized magazines (ISI/BDI) and international-conference proceedings, several papers in the field of his/her doctoral thesis, the minimal number of publications, per doctoral field, being established according to OMEN no. 5110/2018 on the approval of the minimal national standards for awarding the title of Doctor;
- e) to promptly answer all the demands formulated by IOSUD and SDI;
- f) to participate in the scientific events organized by the UNIVERSITY, with a view to supporting the training activity by doctoral studies;
- g) to observe the academic ethics and discipline norms, in compliance with the UNIVERSITY regulations and with the regulations specific to the UNIVERSITY entities;
- h) to observe the labour safety and occupational health measures at site;
- i) to comply with the provisions contained in the University Charter, in the UNIVERSITY Rules and Regulations for the Organization and Operation of Doctoral and Postdoctoral Studies, and in the applicable legislation;
- j) to conduct didactic activities, or activities supportive of the didactic process, according to the organization chart valid for the current academic year (obligation valid only for the 2nd and 3rd year doctoral students on a scholarship).

(3.2) Obligations specific to the tuition-fee paying doctoral students:

- a) throughout the doctoral studies, less during any possible interruptions, the DOCTORAL STUDENT has the obligation to pay, under the conditions established by the University Senate, on the proposal of SDI and with the endorsement of CSUD, the annual tuition fee, as well as other fees incumbent on the students in relation to the unfolding of the studies;
- b) to pay the tuition fees in 3 (three) annual instalments (academic year), within the following time limits: December 1st, March 1st, June 1st;
- c) the failure to pay the tuition fees is a failure to comply with the obligations and provisions of this contract, the consequences being the expulsion and the termination of the contract according to Art.5 - letter b) hereof, from the date of issuance of the expulsion order, under the conditions regulated by IOSUD;
- d) in case of withdrawal from studies, of expulsion, or of transfer (definitive mobility) to other institutions organizing doctoral studies, the DOCTORAL STUDENT is not entitled to the reimbursement of the paid fees;
- e) the public defence of the doctoral thesis can be scheduled only after the full payment of the tuition fee and respectively of other fees afferent to the doctoral studies.

(4) In line with the provisions of UE Regulation no.2016/679, by signing this contract, the DOCTORAL STUDENT expresses his/her consent to provide personal data and agrees that the UNIVERSITY processes the data supplied through this contract and from the admission procedure, for the purposes of education and culture, according to the Appendix on the DOCTORAL STUDENT's information and consent for personal-data processing. In this regard, in order for him to benefit from health insurance, without paying the contribution, and from free internal railway transport, for all categories of trains, second class, throughout the calendar year, regardless of the distance or travel routes, according to the applicable legal provisions, respectively in order to benefit from public transport discount within the municipality of Braşov, the DOCTORAL STUDENT expressly agrees with the processing, including the transfer of the personal data towards the relevant authorities, so as to prove his status of enrolled student.

Furthermore, for the situation where the DOCTORAL STUDENT will be the beneficiary of an external mobility, s/he agrees to the transfer

of the personal data to the higher-education institution – partner within the mobility. The refusal to supply the enumerated personal data determines the impossibility to establish specific legal relations with the UNIVERSITY and shall not be imputable to this one. Considering the character of public document of the doctoral thesis, according to art.168 paragraph 9 of Law no.1 / 2011, under the conditions of art.22 of GD no.681 / 2011 related to the provisions of EU Regulation 2016/679, the DOCTORAL STUDENT agrees to the processing of personal data, respectively full name and surname, by the UNIVERSITY and the institutions authorized by law, for the stated purpose of publishing the doctoral thesis in any form, according to legal provisions.

In line with the legal provisions in force, the DOCTORAL STUDENT benefits from the right of access, of intervention on the data, from the right not to be subjected to an individual decision, and from the right to address justice for the protection of the personal data, except for the right to be forgotten/to delete the personal data from the records of the UNIVERSITY. In order for him to exercise these rights, the DOCTORAL STUDENT may submit a written application, dated and signed, to the UNIVERSITY management. Moreover, the DOCTORAL STUDENT is recognized the right to have recourse to justice.

The DOCTORAL STUDENT bears full responsibility for the correctness of the supplied data and has the obligation to contact the UNIVERSITY in the event of supplying incorrect personal data, so as to remedy any error or data of this kind, as well as in the event of any modification of these data.

(5) The DOCTORAL SUPERVISOR has the following rights:

- a) to establish the advisory board for the DOCTORAL STUDENT;
- b) to decide upon the study elements within the training programme based on advanced university studies, to be attended by the DOCTORAL STUDENT;
- c) to benefit from the recognition of the doctoral-supervision activity, under the law;
- d) to benefit from the resources of the UNIVERSITY and of its research entities, in compliance with the general and specific regulations;
- e) to propose the doctoral commission;
- f) to request, on motivated grounds, to C-SDI, the interruption of the mentoring of the doctoral student.

(6) The DOCTORAL SUPERVISOR has the following obligations:

- a) to define the theme of the doctoral programme, in compliance with the nationally established research priorities. The SCIENTIFIC SUPERVISOR shall establish the themes of the doctoral programmes, in line with the themes, resources and research priorities of the didactic department, and in compliance with the scientific research strategy of the UNIVERSITY;
- b) to schedule the DOCTORAL STUDENT's activity in compliance with the legal framework, as well as with the internal and specific regulations of the UNIVERSITY and of the entities in charge with ensuring the conduct and support framework of the scientific-research activity;
- c) to ensure, in organisational terms, the conditions for the unfolding of the DOCTORAL STUDENT's activities, and for the timely defence of the thesis, in compliance with the legal framework, as well as with the regulations of the UNIVERSITY and of the specific scientific research entities;
- d) to ensure the continuity in mentoring the DOCTORAL STUDENT throughout the stage;
- e) to involve the DOCTORAL STUDENT in solving financed scientific research activities, with complementary themes to the one developed through the doctoral programme;
- f) to submit proposals to the managements of IOSUD and SDI, as regards the way to improve the DOCTORAL STUDENT's research activities;
- g) to contribute, alongside IOSUD and SDI, to ensuring the DOCTORAL STUDENT's participation in conferences and scientific-communication sessions;
- h) to inform the IOSUD management in writing of any situation which may entail the failure to complete the doctoral programme; otherwise, the SCIENTIFIC SUPERVISOR shall be responsible for any failure to complete the doctoral programme;
- i) to inform the DOCTORAL STUDENT of the scientific, professional and academic ethics, and to verify his/her compliance with it.
- j) not to oppose, regardless of personal reasons, the publication of personal data - full first name and surname - at publishing the doctoral thesis in any form, according to legal provisions, by the UNIVERSITY and the institutions authorized by law, considering that the doctoral thesis becomes a public document after public defence.

(7) IOSUD and SDI have the following rights and obligations:

- a) to ensure the technical and organizational conditions adequate to study and research, in compliance with the legal provisions,

as well as with the internal and specific regulations;

- b) to establish and communicate every year the amount of the annual tuition fee and of other fees related to the doctoral activities, as well as the time limits for payment (at the proposal of SDI, with the endorsement of CSUD and with the approval of the Senate, respectively of the Executive Board, in the case of due payment dates);
- c) to issue, upon request, all the documents which certify the applicant's status of doctoral student;
- d) to ensure the confidentiality of the DOCTORAL STUDENT's personal data;
- e) to ensure the DOCTORAL STUDENT's permanent information on the latest legal regulations;
- f) to make decisions regarding the DOCTORAL STUDENT and the university doctoral studies in line with the legal provisions;
- g) to monitor how the DOCTORAL STUDENT complies with the obligations specified in the doctoral programme;
- h) to expel the DOCTORAL STUDENT, at the SCIENTIFIC SUPERVISOR's proposal, in case of failure to comply with the obligations mentioned in the doctoral programme, with the compulsory endorsement of SDI Council.

TERMINATION OF CONTRACT

Art. 5. The Contract of Doctoral Studies shall cease:

- a) upon the expiry of the period referred to in Art. 3 hereof, established according to the provisions of this contract;
- b) as a result of the DOCTORAL STUDENT's expulsion, by his/her own fault, from the date of communication of the expulsion decision, or in the event of his/her transfer to another IOSUD from the date of approval of the transfer;
- c) upon public defence of the doctoral thesis, yet no later than the limit date referred to in Art.3 -Contract;
- d) upon the endorsement by C-SDI of an application for the doctoral student's withdrawal from studies.

FINAL PROVISIONS

Art. 6. (1) The exceptional circumstances arising throughout the doctoral studies shall be made known to the management of IOSUD and of SDI. Solving them requires the prior agreement of CSUD and of the UNIVERSITY Senate.

(2) In case of interruption of the doctoral studies, under the law and in compliance with the legal procedures, the scholarship granted by IOSUD shall be suspended.

(3) The doctoral programme shall be completed by the public defence of the doctoral thesis, in line with the provisions of the applicable legislation.

(4) Any change of the contractual clauses, during the execution of this Contract of Doctoral Studies, shall be made by an addendum, according to the provisions of the applicable legislation. The contract shall be amended in case of changes in the legislation related to the organization and operation of doctoral studies.

Art. 7. Any conflict about the conclusion, execution, amendment, suspension or termination of this Contract shall be amiably solved by CSUD. In the event the disputes cannot be amiably solved, the parties may address the materially and territorially competent courts, from the headquarters of IOSUD (UNIVERSITY), according to the law.

This Contract of Doctoral Studies includes 7 (seven) pages and was issued in 2 (two) copies, one for the DOCTORAL STUDENT and one for IOSUD.

Institution Organizing University Doctoral Studies (IOSUD) at Transilvania University of Braşov,

Rector (legal representative IOSUD)

Prof. Dr. Eng. Ioan Vasile ABRUDAN

Signature _____

Director of the Interdisciplinary Doctoral School

Prof. Dr. Eng. **Maria Cristina TIMAR**

Signature _____

Doctoral Supervisor,

Prof. Dr./ Assoc. Prof. Dr. _____

Signature _____

Doctoral Student

Last name and first name _____

Signature _____

Approved by the Legal Department

Lawyer Laura MANEA

Signature _____

Annex to the doctoral studies contract no.

Declaration of consent regarding the processing of personal data within the schooling report and regarding the completed doctoral thesis

A. Information

Transilvania University of Brasov, headquartered in Brasov, 29, Eroilor Blvd., Braşov County, phone no. 0268 410525/0268 413000, represented by the Rector, Prof. Dr. Eng. Ioan Vasile ABRUDAN, is a personal data controller for the declared purpose of "education and culture", "the record of candidates for the admission competitions / completion of studies", "the record of undergraduate students, master students and doctoral students".

In accordance with the provisions of EU Regulation no. 2016/679, Transilvania University of Braşov processes Personal Data, in compliance with legal requirements and under conditions that ensure security, confidentiality and respect for the rights of data subjects.

By *Personal Data* we mean any information regarding an identified or identifiable natural person. This information may include, but is not limited to, full name, address, personal identification number, telephone number, and any other necessary information regarding the individualization and record of doctoral students, including the institutional e-mail address assigned at the time of enrolment.

Personal data may be communicated between Transilvania University of Braşov and other institutions or public bodies in the field of education, which may use the information for education and culture purposes, as well as student records, respectively for publishing the completed and publicly defended doctoral thesis, according to National Education Law no. 1/2011.

Your data is necessary for the preparation of the personal file of doctoral student, for the development of the doctoral study contract and for the development of the legal schooling relationship with the related education and research activities, including examinations / evaluations, internal and international, temporary and permanent mobility, granting scholarships and other forms of support, granting student-doctoral facilities, providing accommodation, as appropriate, organizing competitions, student camps and other events, issuing and recording study documents, graduating records, publishing a publicly defended doctoral thesis. At the same time, at the end of the studies, the information collected by the University will be anonymized and can be used for analyses and statistical processing necessary to substantiate the management decisions of the institution, for a period of 10 years, except personal data required to record studies in archives, to processes and to manages them for a permanent period, respectively the first name and surname in case of publication of the thesis by the University and the institutions authorized by law, in any form, according to the legal provisions.

In accordance with the provisions of the legislation in force, you have the following rights: to be informed, to access your own data, to intervene on personal data, to oppose, not to be subject to an individual decision by submitting a written dated and signed request to Transilvania University of Brasov, in order to resort to justice.

The provision of personal data, part of the admission procedure, is a necessary obligation for concluding the doctoral study contract, their non-provision making it impossible to carry out the schooling report.

You have the right to withdraw your consent at any time regarding the processing of personal data, except for the processing necessary to record the study documents and situations in the registers, respectively the procedures for publishing the defended doctoral thesis.

Withdrawal of consent does not affect the lawfulness of the processing carried out on the basis of the consent before its withdrawal, but depending on the time of withdrawal of consent you will be informed of its consequences. You have also acknowledged that you have the right to file a complaint with the National Authority for the Supervision of Personal Data Processing.

B. Declaration

In view of the above information, by accepting this statement of consent by handwritten signature, the undersigned identified by personal identification number I confirm that I have been informed that personal data are to be stored, processed and used in accordance with EU Regulation no. 2016/679 and of the National Education Law no. 1/2011 and related legislation, and that I agree that these Personal Data (including the personal identification number), as personally uploaded by the undersigned in the computer system regarding the admission to Transilvania University of Braşov, respectively by filling them in the file admission, to be processed and used as specified both during the schooling report and subsequently for the purpose of managing study papers, record graduates, and publishing a publicly defended doctoral thesis, according to the activity and obligations of Transilvania University of Braşov.

First and last name,

Signature