

DOCTORAL STUDIES CONTRACT

Art. 1. Legal basis

Law no. 287/2009 on the Civil Code; The Higher Education Law no. 199/2023 with subsequent amendments and completions; Ministerial Order no. 3020/2024 for the approval of the Framework Regulation on doctoral studies; Ministerial Order no. 3.018 of January 13, 2025 on the approval of the necessary and mandatory national minimum standards for the conferral of the doctoral degree; Regulation of Babeș-Bolyai University for the organization and conduct of doctoral studies with subsequent amendments and completions, hereinafter referred to as the Regulation and any other applicable normative acts.

Art. 2. Parties to the Contract

(1) *Babeș-Bolyai University of Cluj-Napoca*, headquartered in Cluj-Napoca, str. Mihail Kogălniceanu nr. 1, as an accredited state higher education institution, under the coordination of the Ministry of Education and Research, an institution organizing doctoral studies, registered as a personal data controller under no. 5533, hereinafter referred to as *University* and legally represented by its rector, Prof. univ. dr. Adrian-Olimpiu PETRUȘEL

(2) Mr/Mrs. _____, residing in _____ locality, str. _____, nr. _____, bl. _____, staircase _____, floor _____, apt. _____, județul _____, born in _____ locality on _____, identified with the deed of identity _____, series _____, no. _____, CNP _____, enrolled on 29.09.2025 as a *doctoral student* on one place **(the corresponding box(es) are marked with x)**

- **with funding from the budget and scholarship, the form of full-time study, in the scientific doctorate study program / professional doctorate** ,
- **with funding from the budget, without scholarship, part-time form of study, in the scientific doctorate study program / professional doctorate**
- **with fee ; part-time study or full-time** , in the scientific doctoral study program / professional doctorate

from the _____ field, offered by the **Doctoral School** of _____ from the **Faculty** of _____;

(3) Mr/Mrs. _____, member of the **Doctoral School** of the **Faculty** of _____, as *doctoral supervisor* of the doctoral student.

Art. 3. Object of the contract

The purpose of this **Agreement** is to carry out the activities during the doctoral student's doctoral studies, regulating the relations between the University, the doctoral student and the doctoral supervisor, specifying the rights and obligations of the signatory parties, in accordance with the legislation in force.

Art. 4. Duration of the contract

- (1) This Agreement is concluded during the normal period of 4 consecutive academic years (8 semesters), starting from 29.09.2025.
- (2) For each period of interruption of the doctoral student's doctoral studies, as well as for the period of extension of these studies, a period approved in accordance with *the Regulation*, an additional act to this Agreement shall be concluded.

Art. 5. Rights and obligations of the parties

(1) University Rights:

- (a) establishing the conditions for carrying out doctoral studies, their interruption, extension and reduction, as well as the enrollment and expulsion of the doctoral student;
- (b) monitors the way in which the doctoral student complies with the obligations arising from the quality of 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 also complies with the obligations he has assumed by this Agreement;
- (c) establish for each academic year the amount of the annual tuition fee and the fee for the maintenance of the doctoral thesis, depending on the evolution of tuition costs, in the context of the economic and legal framework at the time;
- (d) establishes annually the method of payment of fees by the doctoral student and the deadlines by which they must be paid.

(2) Obligations of the University:

- (a) organizes doctoral studies;
- (b) provides training services for doctoral students through doctoral studies;
- (c) ensure adequate organisational and technical conditions for study and research, by providing the doctoral student with the University's infrastructure for documentation and research, as well as a free e-mail account intended only for academic and administrative correspondence, according to the Operating Regulations of the Data Communication Center of the University, having the character of an official means of communication;
- (d) organizes the public defense of the doctoral thesis;
- (e) ensures the confidentiality of the doctoral student's personal data, according to the law;
- (f) issues, upon request, documents attesting the school situation or the quality of doctoral student of the applicant, according to the legislation;
- (g) monitors and evaluates, through the Institute for Doctoral Studies, the activity of the doctoral student during the doctoral studies;
- (h) stimulates the publication of the doctoral student's work in specialized journals;
- (i) makes no distinction, as regards training during doctoral studies, between doctoral students admitted to different forms of funding;
- (j) transfer the scholarship, in the amount and on the dates established by the institution offering the scholarship through Babeş-Bolyai University, to doctoral students who have obtained a scholarship from that institution.

(3) Rights of the doctoral student:

During the doctoral studies, except for any periods of their interruption, the doctoral student has the right:

- (a) to be informed upon request about the doctoral study program in which he/she has been enrolled;

- (b) to participate in the preparation of the individual plan of doctoral studies;
- (c) to benefit from the support, guidance and coordination of the doctoral supervisor and the advisory and academic integrity committee;
- (d) to request the board of the doctoral school, on the basis of well-founded reasons, to change its doctoral supervisor;
- (e) to participate in meetings or seminars of the research department/team, of which the doctoral supervisor is a member , when topics relevant to doctoral studies are discussed ;
- (f) to be represented in the decision-making forums of the doctoral school, in the CSUD and in the Senate of the University, according to the provisions of the regulations and the doctoral school, of *the Regulation* and of the Charter of the Babeş-Bolyai University;
- (g) to benefit from the logistics, documentation centres, libraries and equipment of the University for its preparation and for the elaboration of the doctoral thesis;
- (h) to use protective equipment during the execution of practical work that takes place in a toxic environment, according to the rules of labor protection;
- (i) to participate in activities organized by other doctoral schools of the University;
- (j) to work, with the consent of the doctoral supervisor, in research teams within the University or within research and development units that have concluded institutional agreements or partnerships with the University;
- (k) to carry out, as the case may be, the doctoral program in co-supervision, based on an agreement concluded and signed by the parties involved, according to the law;
- (l) benefit from national or international mobility;
- (m) to participate in the communication sessions organized by the doctoral schools and/or the University;
- (n) to benefit from institutional support to participate, in the country or abroad, in scientific events, workshops and summer/winter schools in the doctoral field in which the topic of the doctoral thesis has been chosen;
- (o) to carry out research internships with public/private economic agents in the country or abroad;
- (p) to engage in any other professional activities, at the request of the doctoral supervisor or the doctoral group;
- (q) to be employed by IOSUD-UBB as a research assistant or university assistant, as the case may be, for a fixed period, following a competition. The conditions of participation in the competition are established by each doctoral school.
- (r) for the doctoral student without a scholarship or with a fee, the possibility of carrying out paid teaching activities will be regulated by a possible additional act;
- (s) to receive the title and diploma of doctor in the doctoral field in which he/she was enrolled as a doctoral student, in accordance with the law;
- (t) to use the University's communication services- electronic mail and the Internet - only in connection with the training activity and other problems of the educational process, according to the Regulations of the Data Communication Center of the University;
- (u) to request, under the conditions of *the Regulation*, the interruption, extension or reduction of doctoral studies;
- (v) Throughout the duration of the activity, the doctoral student benefits from the recognition of seniority in work and specialty; until the age of 26, he benefits from free medical and dental assistance, without paying mandatory social contributions, according to art. 67 para. (2) of Law no. 199/2023 and art. 224 para. (1) letter a) of Law no. 95/2006;

- (w) any other right resulting from the law, *the Regulation* and other normative acts relating to doctoral studies .

(4) Obligations of the doctoral student:

► Obligations common to all doctoral students

During the doctoral studies (exceptin the possible periods of their interruption), the doctoral student has the following obligations:

- (a) to carry out, in accordance with the *Regulation* and this Contract, the activities provided for in the individual plan of doctoral studies for the period specified in art. 4 para. (1), complying with the obligations regarding attendance established in the specific regulations of the doctoral faculty to which he/she belongs;
- (b) meet the minimum mandatory standards for obtaining the title of doctor in the doctoral field referred to in art. 2, in force at the time of their admission to the doctoral program: [.....]
- (c) to be in permanent contact with the doctoral supervisor, with the members of the advisory and academic integrity committee and with the secretariat of the Institute for Doctoral Studies;
- d) to comply with the requirements and indications of the doctoral supervisor and the academic integrity and guidance committee in order to develop the project and the research reports as well as the doctoral thesis , throughout the doctoral internship;
- (e) to submit activity reports to the doctoral supervisor and to the advisory and academic integrity committee at least once every 12 months, as well as whenever requested;
- (f) to comply with the regulations and internal rules of the University, to have an appropriate behavior as a doctoral student;
- (g) to actively contribute to the improvement and improvement of the framework of the doctoral study programme ;
- (h) to respond promptly to all requests addressed to it by the doctoral school or the Institute for Doctoral Studies;
- (i) to verify at the end of each academic semester, usually in February or March, respectively July or September, his/her academic situation as evidenced by the records of the secretariat of the Institute for Doctoral Studies and to immediately notify any inadequacy he/she observes;
- (j) to bring to the attention of the director and of the doctoral faculty and of the director of CSUD any situation likely to lead to the modification of the status of doctoral student with budget or fee;
- (k) to immediately notify the secretariat of the Institute of Doctoral Studies of any change that has occurred in his/her personal data;
- (l) **not to request in its correspondence with the employees of the University the transmission of personal data to e-mail accounts other than the one made available to it free of charge by the University, in order to allow the confidentiality of such personal data, required by law, to be ensured.**
- m) any other obligations resulting from the law, *the Regulation* and any other normative acts relating to doctoral studies.
- n) PhD students with a scholarship will carry out teaching activity of 2 to 6 hours/week, in compliance with the area of competence of each one, during at least 3 semesters (seminars or laboratories) or other documentable activities (through a monthly activity report) for the benefit of the department and/or the doctoral school to which they belong. The doctoral student employed as a research assistant can also carry out teaching activities on an hourly basis, in accordance with the legislation in force.

► Specific obligations for fee-paying doctoral students

- (a) During his/her doctoral studies, except for any interruption periods, the doctoral student has the obligation to pay, under the conditions established by the University Senate, the study fee for each academic semester, including for the semester in which the public defense of the doctoral thesis takes place, as well as the fee for defending the doctoral thesis. A doctoral student is considered to be in the course of his doctoral studies for the entire period of his presence within the respective program, from enrollment to the completion of the study program or until expulsion, except during periods of interruption of studies, but including any extensions granted according to the provisions of the study contract. The tuition fee for one semester of an academic year, hereinafter referred to as the semester fee, represents 50% of the annual tuition fee established by the University Senate for that academic year.
- (b) The doctoral student has the obligation to comply with the deadlines for payment of the study fee established by the University Senate and bears penalties of 0.04% of the amount not paid on time, for each day of delay, according to the specifications of the *Regulation on the fees (fees) for admission, tuition and completion of studies for the academic year 2025-2026* approved by Decision no. 13/17.02.2025 of the Senate of Babeş – Bolyai University, with subsequent additions. The payment of the penalties is made on the date of payment of the respective principal debts. The doctoral student will not request the refund of some fees paid, in case of withdrawal from doctoral studies, in case of reduction of the duration of the doctoral studies program at the request of the doctoral student, expulsion or transfer to other institutions organizing doctoral studies.
- (c) The amount of the annual study fee for doctoral studies in the academic year 2025 – 2026 was established by Decision 13/17.02.2025 of the Senate of Babeş – Bolyai University, with subsequent additions, for each faculty of the University. PhD students, enrolled on September 29, 2025 on a fee-paying place, will pay this amount both for the academic year 2025-2026, and for each of the academic years 2026-2027, 2027-2028 and 2028-2029, if they do not interrupt their doctoral studies during the period September 29, 2025 – September 8, 2029. The doctoral student who has interruptions of doctoral studies during the period between September 29, 2025 and September 28, 2029 will pay the semester study fee, which was established for the academic year 2025-2026, only for the semesters taking place between September 29, 2025 and the beginning of the first semester of interruption between September 29, 2025 – September 28, 2029. The tuition fee will be maintained throughout the normal duration of the study cycle, being able to be indexed with the maximum inflation rate, for the same class of students.
- (d) At the time of resuming studies after an interruption, the fee-paying doctoral student will pay, in each academic semester when he participates again in doctoral studies, a semester study fee calculated on the basis of the annual study fee set by the University Senate for the academic year to which the respective semester belongs.
- (e) The fees for the doctoral program are collected by the faculty. The doctoral student has the obligation to submit to the secretariat of the Institute of Doctoral Studies of the University, copies of the receipts certifying that he/she has paid the study fee or the fee for the support of the doctoral thesis.
- (f) The non-payment of the colarization fees and/or the penalties due for non-payment on time leads to the prohibition of the participation of the doctoral student in the specific evaluation tests within the doctoral program and to the consequences related to the non-participation.
- (g) The non-payment of the colarization fees and/or the penalties due for non-payment on time represents a failure to comply with the obligations and conditions of this Contract, the consequences being shown in art. 6 para. (2).

(5) Rights of the doctoral supervisor:

- (a) to establish the Guidance and Academic Integrity Commission of the doctoral student following his/her consultation;

- (b) to evaluate the activity of the doctoral student throughout the doctoral studies (except for any periods of their interruption), following the requirements of the doctoral study program and respecting the professional interests of the doctoral student;
- (c) to propose the doctoral committee;
- (d) to refuse the guidance of the doctoral student in conditions in which he is unwillingly put in a conflict of interest;
- (e) to request the council of the doctoral school, on the basis of well-founded reasons, to interrupt the management relationship of the doctoral student;
- (f) any other right resulting from the *Regulation*, Order no. 3020/2024 and other normative acts relating to doctoral studies.

(6) Obligations of the doctoral supervisor:

- (a) to carry out the activity of managing the doctoral student within **the Doctoral School** _____ of **the Faculty** of _____ Babeş-Bolyai University;
- (b) to draw up together with the doctoral student *the Individual Plan* and submit it to him for approval the Council and the Doctoral College;
- (c) to provide the doctoral student, throughout the doctoral studies (except in the possible periods of their interruption), an adequate technical, professional and deontological guidance;
- (d) to permanently monitor the way in which the doctoral student carries out the activities of his/her doctoral studies;
- (e) to take all necessary measures to ensure that doctoral students have the conditions, knowledge and information that maximise the chances of completing their doctoral studies;
- (f) carry out an objective, rigorous evaluation of the *IP* and the results of the doctoral student;
- (g) to Submit a Diligent necessary for the involvement of the doctoral student in research projects;
- (h) to avoid conflicts of interest in the student's management - PhD student.

Art. 6. Modification and termination of the Agreement

- (1) The doctoral studies contract terminates on the date of approval by the doctoral council of a request of the doctoral student to withdraw from the doctoral studies from the University or to permanently mobility his/her to another institution organizing doctoral studies, respectively on the date of completion by the PhD student of doctoral studies. Obligations arising up to the date of termination of *the Contract* must be performed under the contractual conditions.
- (2) The contract is terminated, without the intervention of the court of law and without other formalities, in the event of the expulsion of the doctoral student or in the situation in which the doctoral student does not comply with the obligations and conditions provided in this Agreement or in the legal regulations in force. In the first case, the termination occurs through the adoption of the expulsion decision by the doctoral council and college. In the second case, the termination occurs on the date of communication by the University of the finding of non-compliance by the doctoral student, without the need for a formal notice or any other formality, or the intervention of the court. The University is entitled to the payment by the doctoral student of the accumulated debts, the related penalties and/or material damages.
- (3) Any measure taken by the University, considered to be in favor of the doctoral student, cannot be interpreted as a waiver of the express commission agreement stipulated in para. (2) respectively to the expulsion clauses.

- (4) Force majeure, as defined by law, leads to the suspension of the performance of the Contract and defends the party that invokes it within the deadline from liability.
- (5) Any modification of the clauses of this *Contract*, during its execution, requires the conclusion of an additional act, in accordance with the legal provisions. The contract is amended by law in case of modification of the legislation regarding the organization and conduct of doctoral studies. (6) Disputes in connection with the conclusion, execution, modification, suspension or termination of this Agreement shall be settled amicably. In the event that the settlement of the divergences cannot be agreed amicably, their resolution will be carried out by the court with material and territorial jurisdiction.

Art. 7. Other clauses

- (1) The individual doctoral study plan, signed by the doctoral supervisor and the doctoral student, approved by the council of the _____ **Doctoral School** within the **Faculty of** _____, is part of this Contract.
- (2) The doctoral thesis is a public document. It is also drafted in digital format. In the field of arts, the doctoral thesis can be accompanied by the digital recording of the original artistic creation.
- (3) The doctoral thesis and its annexes are published on an admin site set up by the Ministry of Education and Research, in compliance with the legislation in force in the field of copyright. The publication of the doctoral thesis will be made both with the name and surname of the doctoral student and with the name and surname of the doctoral supervisor.
- (4) The University has the right to display, and the doctoral student consents to be displayed on the University's web pages (on the Internet), the abstract of the doctoral thesis, submitted by the doctoral student to the Institute of Doctoral Studies on the occasion of the initiation of the procedure for the public defense of the doctoral thesis.
- (5) Notifications and requests regarding doctoral studies in the University are submitted in writing to the Institute of Doctoral Studies, which will forward them for resolution, as the case may be, to the competent forums.
- (6) In special situations, the duration of the university study program may be extended by 1-2 years, with the approval of the university senate, at the proposal of the doctoral supervisor and within the limits of the available funds, at the request of the doctoral student, with the approval of the doctoral supervisor and with the approval of the university senate, under the conditions provided by the law and the Regulations. The extension can be granted only once. The request for extension is submitted by the doctoral supervisor to the secretariat of the Institute of Doctoral Studies and will then be submitted by the director of the Council of Doctoral Studies to the approval of the university senate. Also, the duration of the doctoral study program may be reduced by one year, at the request of the doctoral student, with the approval of the doctoral supervisor and with the approval of the university senate.
- (7) If the doctoral student obtains a scholarship to be transferred through the University, an addendum to this Agreement will be concluded. This addendum regulates the rights and obligations, arising from the quality of scholarship student-doctoral student, for the doctoral student and for A student.
- (8) The doctoral student undertakes to comply with the provisions of the Law on Occupational Health and Safety, no. 319/2006.

This Contract was concluded today, _____, at the Babeş Bolyai University of Cluj-Napoca, in four copies, one for each contracting party.

Babeş University-Bolyai from Cluj-Napoca
Rector

PhD student

Prof. univ. dr. Adrian-Olimpiu PETRUȘEL

.....

(Name and surname)

.....
(Signature)

.....
(Signature)

Targeted by legality,

Prof. univ. dr.
(Name and surname)

.....
(Signature)

Director Doctoral School
Prof. univ. dr.
(Name and surname)

.....
(Signature)