

DOCTORAL STUDIES AGREEMENT

Art. 1. Legal basis

Law No. 287/2009 on the Civil Code; Higher Education Law No. 199/2023, as amended and supplemented; Ministerial Order No. 3020/2024 approving the Framework Regulation governing doctoral studies; Ministerial Order No. 3.018 of 13 January 2025, approving the national minimum standards required and mandatory for the award of doctoral degrees; Babeş-Bolyai University Regulation governing the organisation and conduct of doctoral studies, as amended and supplemented, hereinafter referred to as the Regulation, and any other applicable legislation.

Art. 2. Parties

(1) *Babeş-Bolyai University of Cluj-Napoca*, located in Cluj-Napoca, 1 Mihail Kogălniceanu Street, as an accredited public higher education institution under the Ministry of National Education and Research, running doctoral degree programmes, registered as personal data operator under no. 5533, hereinafter referred to as the *University* and legally represented by its rector, Professor Adrian-Olimpiu PETRUŞEL, PhD.

(2) Mr./Ms. _____, resident in (city, county/country) _____ address: _____
_____, city of birth: _____, date of birth: _____, ID Card
(Serial Number) _____, National Identification Number _____, enrolled on
29.09.2025 as *doctoral student* with _____, _____, _____, in a _____
doctoral degree programme in the field of **Philosophy**, run by the **Doctoral school of Philosophy** at the
Faculty of History and Philosophy;

(3) Mr./Ms. Prof. dr. _____, member of the **Doctoral school of Philosophy** at the **Faculty of History and Philosophy**, 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 four consecutive academic years (eight semesters), effective 29.09.2025.

(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, extension and shortening of doctoral studies, as well as 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) organises the doctoral studies;
- (b) provides education services to the doctoral student through the doctoral schools;
- (c) ensures proper organisational 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) organises 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 specialised 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, the doctoral student has the following rights:

- (a) to be informed, upon request, about the doctoral studies programme they are enrolled in;
- (b) to participate in establishing their Individual Course of Study Plan;
- (c) to receive support, guidance, and advice from the doctoral supervisor and the the academic integrity and 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 organised 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 undertake, as applicable, a doctorate in a joint doctoral degree programme pursuant to an agreement signed by the parties, in compliance with the law;
- (l) to benefit from national and international mobility;
- (m) to take part in scientific communication sessions organised 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 research 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) to be recruited by IOSUD-UBB as research assistants or teaching assistants, as applicable, on a temporary contract, subject to a call for applications. The terms of eligibility are set by each doctoral school.
- (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, extension or shortening of doctoral studies;
- v) during the entire period of activity, the doctoral student is entitled to official recognition of length of service and specialisation; until the age of 26, they are entitled to free medical and dental care, with no compulsory social security contributions, under Article 67 para. (2) of Law No. 199/2023 and Art. 224 para. (1) letter a) of Law no. 95/2006;
- (l) any other rights pursuant to the *Regulation* and from other normative acts governing 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 comply with the minimum mandatory criteria for the award of the doctoral degree in the doctoral field referred to in Article 2, as regulated in Order No. 3,018 of 13 January 2025 on the approval of the national minimum mandatory standards required for the award of a doctoral degree, issued by the Ministry of Education and Research, published in the Official Gazette No. 78 of 29 January 2025, in force on the date of signing the contract:

"Philosophy Committee:

1. In order to receive the title of doctor in Philosophy, the following minimum standards are required and mandatory:

- a) *at least one article/study in the field of doctoral research published or accepted for publication (with proof of acceptance), as single author, in a journal acknowledged by the National Council for Scientific Research (CNCS) or listed in at least one of the international databases (IDB) recognised for the field of Philosophy by the National Commission for the Accreditation of Titles, Diplomas and University Certificates (CNATDCU) or in a collective volume published by an internationally recognised publisher acknowledged by CNCS or by a nationally recognised publisher acknowledged by CNCS or CNATDCU or the state authority in the field of research - the Ministry of Education and Research (MEC);*
- b) *at least one paper relevant to the doctoral research topic, presented in at least a national conference, as confirmed by the conference agenda;*
- c) *the doctoral dissertation must contain original work relevant to the field of Philosophy, based on scientific methods or applied research and complying with research ethics standards, including the rules in force governing the citation of sources and the compilation of bibliographical reference lists.*

2. Definitions and terms

- a) *For national or international article/paper or national or international conference, or international databases (IDB) acknowledged in the field of Philosophy by CNATDCU and a journal acknowledged by CNCS or internationally or nationally recognised publishers acknowledged by CNCS or CNATDCU or MEC, the definitions and conditions set out for the respective categories in the addendum listing the minimum national standards required and mandatory for the granting of the academic title of associate professor or full professor in the field of Philosophy shall be considered.*
- b) *Doctoral student publications referred to in point 1, letter a) or other publications as single author or main author may be included in the doctoral thesis provided that those publications are explicitly mentioned in the thesis, including in the Bibliography section, and that only the student's own contributions have been retained.*
- c) *Compliance with minimum national standards is a prerequisite to be eligible for initiating the public defence of the doctoral dissertation. Proposals for the award of doctoral degrees come from the doctoral committee, which will assess the extent to which the doctoral dissertation meets the minimum national standards required and mandatory for the award of a doctoral degree, including the standards of research quality and ethics in the field of philosophy set out in point 1, letter c)."*
- (c) to communicate on a regular basis with the doctoral supervisor, with the members of the academic integrity and guidance committee, and with the secretariat of the Institute for Doctoral Studies;
- (d) to submit activity reports to the doctoral supervisor and to the academic integrity and guidance committee at least once every 12 months, and every time they are requested to do so;
- (e) to respect the University regulations and internal 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.

(l) any other obligations pursuant to the *Regulation* and from other normative acts governing doctoral studies.

► Specific obligations for tuition-paying doctoral students

(a) For the period of doctoral studies, with the exception of possible periods of interruption, 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. A doctoral student retains their status for the entire period of their attendance in the respective programme, from enrolment until the completion of the degree programme or until termination of their enrolment, except for periods of interruption of studies, but including any extensions granted in accordance with the provisions of the learning agreement. The tuition fee due 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 due dates 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 governing the enrolment, tuition, and graduation fees for the 2025-2026 academic year*, as approved by Babeş-Bolyai University Senate Decision no. 13/17.02.2025, as further supplemented. 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, shortening of doctoral degree studies at the request of the doctoral student, expulsion or transfer to other institutions that run doctoral studies.

(c) The amount of the annual tuition fee for doctoral studies in the 2025-2026 academic year was established by Babeş-Bolyai University Senate Decision no. 13/17.02.2025, as amended and supplemented for each faculty within the University. Doctoral students enrolled on 29 September 2025 on tuition will pay the same established amount for the 2025-2026 academic year, as well as for the 2026-2027, 2027-2028 and 2028-2029 academic year, respectively, provided that no interruption of studies occurs between 29 September 2025 and 28 September 2029. If an interruption of doctoral studies occurs between 29 September 2025 and 28 September 2029, the doctoral student will pay the semester fee established for the 2025-2026 academic year only for the semesters between 29 September 2025 and the beginning of the first semester of interruption within the period 29 September 2025 - 28 September 2029. The tuition fee will be charged for the normal duration of a cycle of study and may be adjusted for inflation for the same class of students.

(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 set for the doctoral degree programme 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).

(h) Doctoral students with scholarship will be expected to teach 2 to 6 hours/week, within their area of expertise, for a minimum of 3 semesters (seminars or laboratories) or other verifiable activities (documented in a monthly activity report) for the department and/or the doctoral school where they are enrolled. Doctoral students employed as research assistants may also carry out teaching activities on an hourly paid basis, subject to the applicable legislation.

(5) Rights of the doctoral supervisor:

(a) to appoint the academic integrity and 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 pursuant to the *Regulation*, Order no. 3020/2024, and from other normative acts governing doctoral studies.

(6) Obligations of the doctoral supervisor:

(a) to supervise the doctoral student within the **Doctoral school of Philosophy** at the **Faculty of History and Philosophy** at Babeş-Bolyai University;

(b) to prepare the Individual 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 maximising the chances of finalising 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 any emerging conflicts of interest in supervising and guiding the doctoral student.

Art. 6. Amendment and termination of the Agreement

(1) This Agreement is terminated on the date when the doctoral school council approves the doctoral student's application to withdraw from the doctoral studies or transfer to another institution that runs doctoral studies, or on the date of the completion of doctoral student's doctoral degree, respectively. Obligations incumbent prior to the termination of the *Agreement* must be fulfilled in accordance with the contractual terms.

(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 terms and obligations of the present Agreement or the legal regulations in effect. In the first situation, the decision of expulsion issued by the doctoral school council leads to termination. In the second situation, 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 this *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 organisation 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 may take the dispute to court or arbitration, in compliance with the law.

Art. 7. **Other provisions**

(1) The Individual Doctoral Course of Study Plan signed by the doctoral supervisor and the doctoral student, approved by the council of the **Doctoral school of Philosophy** at the **Faculty of History and Philosophy** is an integral part of this Agreement.

(2) The doctoral dissertation is a public document. It will also be edited in digital format. In the field of arts, the doctoral dissertation may be accompanied by a digital recording of an 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 is entitled to publish, and the doctoral students agrees to the publishing, on the University website, of the abstract of the doctoral thesis, submitted to the Institute for Doctoral Studies by the doctoral student when the process 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 applicable.

(6) In exceptional circumstances, the duration of the doctoral programme may be extended by 1-2 years, with the approval of the University Senate, at the proposal of the doctoral supervisor and within the limit of available funds, at the request of the doctoral student, with the consent of the doctoral supervisor and subject to the approval of the University Senate, as provided for by the legislation and Regulation in force. 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. The duration of the doctoral programme may also be scaled down by one year at the request of the doctoral student, with the consent of the doctoral supervisor and subject to the approval of the University Senate.

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

(8) 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 party.

Babeş-Bolyai University of Cluj-Napoca
Rector
Professor Adrian-Olimpiu PETRUŞEL, PhD

Doctoral student

.....

(Last name and first name)

.....

(Signature)

(Signature)

Legally endorsed,

Professor _____, PhD
(Last name and first name)

(Signature)

Doctoral school director
Professor _____, PhD
(Last name and first name)

(Signature)