



## DOCTORAL SCHOOL OF MEDICINE

### CONTRACT OF DOCTORAL ACADEMIC STUDY

No. \_\_\_\_\_ from \_\_\_\_\_ 2023

#### I. LEGAL BACKGROUND

1.1. Law no. 287/2009 on the Civil Code; Higher Education Law no. 199/2023 art.34 paragraph (1); Regulation of organization and conduct of doctoral studies in UVVG, Rule of organization and operation of the Doctoral School of Medicine.

#### II. PARTNERS

1. "VASILE GOLDIS" WESTERN UNIVERSITY of ARAD, based in Arad, Bd. Revolutiei, nr. 94-96, Arad County, established by Law no. 240/2002, VAT no, 143054080, represented by Prof. Coralia Adina Cotoraci, MD PhD, with the position of Rector, as **Institution Organizing Doctoral Academic Studies**,

2. Mr/Mrs. ...., **residing in the locality** ....., str. ...., nr. ...., bl. ...., sc. ...., et. ...., ap , county ....., born in the locality ....., county ....., on....., identified with the identity document PASSPORT / BI / CI, series ....., no. ...., Personal number ....., registered on the date as a doctoral student in **fee-paying regime** in the **full-time form, in the doctoral academic study program in the field of Medicine at the Doctoral School of Medicine within IOSUD-UVVG, with the topic:** .....

3. Mr/Mrs. ...., identified by identity document ID series ..... No. ...., CNP ....., member of the Doctoral School of ..... from IOSUD-UVVG, as **doctoral supervisor of the doctoral student**.

#### III. OBJECT OF THE CONTRACT

3.1. This contract has as object the development of activities during the doctoral studies of the doctoral student, 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.

#### IV. DURATION OF THE CONTRACT

4.1. This contract refers to the completion by the doctoral student of the Doctoral Study Program in the Doctoral Field of MEDICINE, under the coordination of a doctoral supervisor, and includes a training program based on advanced academic studies and an individual scientific research program, for a duration of 4 years, with a total of 240 ECTS credit points. The contract enters into force on 02.10.2023 and terminates on 30.09.2027.

**4.2.** For good reasons, the duration of the doctoral program may be extended/interrupted by 1-2 years, **only on a fee basis**, with the approval of the University Senate, and the assent of the Board of Directors, at the proposal of the doctoral supervisor.

**4.3.** The specific situations justifying the extension/interruption of the duration of doctoral academic studies are established by the regulation of the Doctoral School of Medicine. The duration of these studies shall be extended by the cumulative periods of approved interruptions.

**4.4.** The extension/interruption of the doctoral program is established by addenda to the doctoral studies.

## **V. FORM OF REGISTRATION**

Form of registration according to art.33 of the Higher Education Law no. 199/2023:

### **5.1. Full-time doctorate**

### **5.2. Part-time doctorate**

*(select the form of registration established by the doctoral supervisor and the doctoral student upon admission)*

## **VI. TUITION FEES, TERMS AND CONDITIONS OF PAYMENT OF FEES**

**6.1.** The financing of doctoral studies is made through the annual fee, paid by the doctoral student in the amount and under the conditions established by the University Board of Directors, annex to this contract.

**6.2.** In case of extensions/grace period approved by the Board of Directors, the doctoral student will pay the fees for the period of time elapsed until the official submission of the doctoral thesis to the secretariat of the Doctoral School.

**6.3.** The amount of the fee shall be that corresponding to the fees established by the Board of Directors for the academic year in which the doctoral student benefits from extension.

**6.4.** In case of withdrawal, expulsion or transfer, the fees already paid by the doctoral student are not refunded.

**6.5. Terms and conditions for payment of the annual fee for doctoral students belonging to the European area or to the Member States of the Swiss Confederation:**

- a) The tuition fee for first-year students belonging to the European space or to the member states of the Swiss Confederation who **will defend their doctoral thesis in Romanian is 8000 lei.**
- b) The tuition fee is paid in full on the date of declaration admitted and the payment with documents is confirmed justification, at the financial-accounting department within maximum 5 days from the beginning of the academic year.
- c) The tuition fee for the following years of study, including penalty, is established by the decision of the Board of Directors, annex to this contract, and will be brought to the attention of the doctoral student.
- d) The fees paid to "Vasile Goldiș" Western University of Arad are not refunded after the beginning of the year university.
- e) The doctoral student undertakes to pay the extension fee in the amount and term established by the Council administration.

**6.6. Terms and conditions of payment of the annual fee for doctoral students studying on own currency account in Romania (extra-Community)**

- a) Tuition fee for first-year doctoral students studying on their own currency in Romania (extra-Community) is **3800 Euro / year** and is paid in full on the date of registration.
- b) The tuition fee for the following years of study, including penalty, is established by the decision of the Board of Directors, annex to this contract, and will be brought to the attention of the doctoral student.

**6.7.** The doctoral student undertakes to pay any other fees established by the Board of Directors.

## **VII. OBLIGATIONS AND RIGHTS OF THE PARTIES**

**7.1. "Vasile Goldiș" Western University of Arad – IOSUD undertakes:**

- a) to organize the doctoral study program in compliance with the legal provisions in force;
- b) to provide training and training services for the doctoral student through the Doctoral School of Medicine;

- c) to ensure adequate organizational and technical conditions for study and research, by providing the doctoral student of the infrastructure available to the University for documentation and research;
- d) to include the doctoral student in the didactic training with the students, during the doctoral study programs according to the legal provisions, if requested;
- e) to organize the public defense of the doctoral thesis;
- f) to ensure the confidentiality of the personal data of the doctoral student, according to the law;
- g) to issue, upon request, documents certifying the applicant's status as a doctoral student, according to legislation in force;
- h) through IOSUD monitors and evaluates the activity of the doctoral student during doctoral studies;
- i) stimulates the publication of scientific papers of the doctoral student in specialized journals;
- j) does not distinguish, in terms of training during doctoral studies, between doctoral students admitted to different forms of education and funding;
- k) to announce the amount of the fee for each year of study at least 15 days before the beginning of the academic year, by posting it at IOSUD and through the Academis program;

**7.2. "Vasile Goldiș" Western University of Arad –IOSUD has the following rights:**

- a) to establish the conditions of schooling, interruption, expulsion or re-enrollment of the doctoral student in studies, according to the legal provisions and university autonomy;
- b) to monitor how the doctoral student complies with the obligations arising from the quality of doctoral student, stipulated in the Individual Training Program of the doctoral student, as well as how he complies with his obligations arising from this Agreement;
- c) to establish annually the amount of the tuition fee, depending on the evolution of tuition costs, in the context of the economic and legal framework at that time;
- d) to establish annually the method of collection and the terms of payment of the tuition fee.
- e) to collect tuition fees, according to the regulations in force;

**7.3. The doctoral undertakes:**

- a. to attend courses, seminars, conferences, symposia, workshops, presentations of research reports and other scientific events provided for in the Regulation of the Doctoral School of Medicine, the curriculum and in the individual training plan and to be personally involved in activities related to quality assurance;
- b. to carry out paid teaching activities, within the limit of the norm of teaching assistant, in accordance with Article 67 paragraph 3 of the Law on Higher Education 199/2023

**full-time doctorate:** to attend a program of at least 4 hours / day or 20 hours cumulatively / week in the department / laboratory / research unit to which the doctoral supervisor belongs, with the mention that in the first year the presence in the training program based on advanced university studies is at least 80%, detailed in agreement with the doctoral supervisor; **part-time doctorate:**

10 cumulative hours/week in the department/laboratory/research unit to which the doctoral supervisor belongs, with the mention that in the first year the presence in the training program based on advanced university studies is at least 50%; **(to be selected according to the form of enrollment established by the doctoral supervisor and the doctoral student upon admission)**

- c. to propose scientific research topics, research directions, topics for projects, with the agreement of the doctoral supervisor;
- d. pass exams and other forms of verification to obtain the number of credits stipulated in the individual training plan
- e. to submit interim reports and publish articles within the terms and conditions of the individual training plan;
- f. to meet the deadlines set out in the individual training plan;
- g. to check at the end of each academic year, usually in July, their school situation at the secretariat of the Doctoral School;
- h. assume the correctness of the data and information presented in the thesis, as well as of the opinions and demonstrations expressed in the thesis;

- i. to be responsible, together with the doctoral supervisor, for compliance with quality standards or professional ethics, including for ensuring the originality of the content;
- j. comply with the rules for writing the thesis established by the Doctoral School
- k. to pay the annual tuition fee in the amount and under the conditions established by the University Board of Directors for each academic year;
- l. to pay the fee for public defense of the doctoral thesis in the amount established by the Board of Directors, together with the submission to IOSUD-UVVG of the documents necessary to trigger the procedure of public defense of the doctoral thesis;
- m. to comply with the national and internal regulations of "Vasile Goldiș" Western University, having a behavior appropriate to the quality of doctoral student;
- n. to maintain the confidentiality of the results of the research carried out.
- o. to be informed of any amendments complementary to those already existing at the date of signature study contract by entering the [www.uvvg.ro](http://www.uvvg.ro) website.
- p. **The minimum publication obligations** for defending the doctoral thesis are as follows:
  - The doctoral student will obtain at least results (publications) according to the Order of the Minister of National Education no. 5110 / 17.09.2018, regarding the approval of the minimum national standards for granting the title of doctor, ANNEX 20:
    - 1. **publishing as first author, sole author or corresponding author at least three scientific articles, containing results from the content of the thesis, of which:**
      - a. **at least one article must be published in an ISI-rated journal (Clarivate Analytics) with FI  $\geq$  0.5;**
      - b. **at least two articles should be published in journals indexed in the PubMed database."**
  - If the publication criteria of the CNATDCU / Doctoral School Council specialized committees change, the publication conditions of the doctoral student will be updated in accordance with them. The articles published by the doctoral student in accordance with the Individual Training Plan and/or in connection with the doctoral thesis must mention the institutional affiliation to "Vasile Goldiș" Western University of Arad.
  - The thesis will be written in ....., in accordance with the doctoral supervisor's recommendation doctoral studies and with the approval of the doctoral school.
  - The abstract of the thesis will be posted, before its public defense, on the University's website, in Romanian or in an international language. In the case of a thesis written in an international language, the abstract will also be presented in Romanian.
  - The doctoral student who fails to complete the doctoral thesis within the term established according to the doctoral study contract and any addenda thereto, has a grace period of maximum 2 years, under the law, to finalize and publicly defend the thesis, exceeding this term automatically leading to his expulsion.
  - The grace period is granted at the written request of the doctoral student, endorsed by the doctoral supervisor and the director of the doctoral school and with the approval of the University Senate. The University Senate establishes the duration of the grace period, which may not exceed two years.

**7.4. The doctoral student has the following rights:**

- a) to receive appropriate guidance;
- b) to participate in the preparation of the Individual Training Program;
- c) to integrate into the scientific team of the doctoral supervisor;
- d) to challenge the evaluations whose object are the materials submitted by him/ her, under the law;
- e) to use laboratories, lecture and seminar rooms, reading rooms, libraries, online scientific databases and other means provided by the University for professional training, as well as for cultural and sports activities;

- f) to use protective equipment during the execution of practical works that take place in a toxic environment, according to labor protection norms;
- g) to use the communication services of the University - electronic mail and Internet - only in connection with the preparatory activity and other problems of the educational process;
- h) may carry out joint doctoral training, according to institutional agreements and within the limits of available means;
- i) to benefit from the provisions of the Regulation on transferable credits;
- j) to request the extension / interruption of doctoral studies on solid grounds for a period of up to 1-2 years, under the conditions provided by the legislation in force;
- k) to receive the title and diploma of doctor in the scientific field in which he was enrolled as a doctoral student, according to the law;

**7.5 The doctoral supervisor has the following rights:**

- a) to set, in agreement with the doctoral student, the individual training plan.
- b) to terminate the guidance relationship, for good reasons, with the consent of the Doctoral School Council, CSUD and the Rector.
- c) to propose the sanctioning of doctoral students who do not fit into the individual training plan, and who do not comply with scientific and ethical norms by the means, provided in IOSUD and university regulations.

**7.6. The doctoral supervisor has the following duties::**

- a) carries out the activity of doctoral student management within the Doctoral School of Medicine of IOSUD-UVVG;
- b) is responsible for the structure, content, development and organization of the scientific research program of the doctoral student;
- c) He/ she is directly responsible for the scientific path of the doctoral student, being obliged to take all necessary measures to provide him with the conditions, knowledge and information to maximize the chances of completing the doctoral program.
- d) draws up the individual training program together with the doctoral student, submits it to the approval of the Doctoral School Council and to the approval of the University Rector;
- e) offers scientific research topics, research directions, project themes;
- f) makes the necessary efforts to involve the doctoral student in research projects;
- g) provides the doctoral student with specialized counseling, during the doctoral studies, in order for the doctoral student to achieve a doctoral thesis, which meets the necessary conditions for granting the doctoral title in the field in which the doctoral student was enrolled.
- h) communicates in due time the grades obtained by the doctoral student;
- i) contributes to ensuring the transparency of the evaluation by all effective means.
- j) evaluates the interim research reports, in the number established by the individual training plan;
- k) prepares the support report within the deadline and to ensure that the members of the committee prepare and hand over the report within 30 days of receiving the paper.

**7.7. Other rights and obligations of the signatory parties derive from the legislation, from the Charter of "Vasile Goldiș" Western University of Arad, the Regulation for organizing and conducting doctoral studies and the Regulation of the Doctoral School of Medicine.**

**VIII. COORDINATION**

**8.1.** Throughout the doctoral studies, the doctoral student will be coordinated by Prof.

....., MD PhD in accordance with the Individual Training Plan, contained in Annex no.1, which is an integral part of this contract.

**8.2.** In order to carry out the doctoral degree, the doctoral student is supported by a guidance commission, consisting of 3 other members who can be part of the doctoral supervisor's research team, other persons affiliated to the doctoral school or other teaching and research staff not affiliated to it, according to the individual training plan.

## **IX. ACADEMIC RECOGNITION**

**9.1.** The doctoral student will agree with the doctoral supervisor the list of courses to be studied outside the Doctoral School, if applicable and the list will be attached to the individual training plan;

**9.2.** The title of doctor proposed by the commission will be submitted to the National Council for Attestation of University Titles, Diplomas and Certificates. The doctoral diploma will be issued by the effect of the Order of the Minister of National Education.

## **X. TERMINATION OF CONTRACT**

**10.1.** This contract terminates:

- a. on expiry of the period laid down in Article 4;
- b. **the doctoral student** ends his/her studies by defending his/her doctoral thesis;
- c. within 30 days from the registration of the request for withdrawal or transfer of the **doctoral student**;
- d. on the date of issuance by "Vasile Goldiș" Western University of Arad of the decision to expel the doctoral **student** due to non-inclusion in the pre-established program for doctoral studies, in case of non-fulfillment of his/her obligations and in case of non-payment of the tuition fee within the established deadlines.

## **XI. LITIGATION**

**11.1.** The parties have agreed that all disagreements regarding the validity of this contract or resulting from its interpretation, execution or termination shall be settled amicably as follows:

- a. conflicts between the doctoral student and the doctoral school are mediated by CSUD.
- b. conflicts between the doctoral student and the doctoral supervisor are mediated by the doctoral school council, and in case of failure to resolve the conflict at this level, it is mediated by CSUD.

**11.2.** If it is not possible to resolve disputes amicably, the parties shall address the competent courts.

## **XII. ANNEXES**

**13.1.** This Study Agreement is attached the annex containing:

- a) The decisions of the Board of Directors regarding the approval of tuition fees.
- B) Individual plan of doctoral studies.

## **XIII. FINAL CLAUSES**

**13.1.** The modification of this contract is made only by an addendum in written form concluded between the parties, in the following situations:

- a) extension of doctoral studies;
- b) transfer of the doctoral student from one doctoral supervisor to another;
- c) interruption of doctoral studies;
- d) grace period;
- e) other justified situations.

### **13.2. Processing of personal data (GDPR)**

(1) "Vasile Goldiș" Western University - Arad will process the personal data of the doctoral student for the purpose stated in art.2 of this contract, respecting the provisions of EU Regulation 2016/679 on the protection of personal data and the free movement of such data. The data will be processed in the ways provided by the Higher Education Law 199/2023, the University Charter and the Regulation on the Professional Activity of Students and other applicable norms.

(2) Also, considering the purpose stated in art.3.1., "Vasile Goldiș" Western University – Arad may establish ways of processing personal data in exceptional circumstances, according to the recommendations of the Ministry of Education and Research and the decisions of the Board of Directors and of the University Senate, (online courses, online exams, etc.) having the obligation to inform the doctoral student about the processing method and the

applicable security measures.

(3) "Vasile Goldis" Western University of Arad undertakes to comply with the European standards in force regarding the processing of personal data and their free movement, as provided for in EU Regulation 2016/679 and related applicable legislation and implements technical and organizational measures to protect all operations relating directly or indirectly to personal data, preventing unauthorized or unlawful processing and loss or destruction of personal data.

(4) In accordance with EU Regulation 2016/679, the rights of data subjects are as follows:

1. Right of access: is the right to obtain from the operator a confirmation whether or not personal data concerning him are processed and, if so, access to those data, including information on the categories of data held, the purpose of their use, the source of collection, etc. A copy of the data will be provided free of charge upon request. Requesting multiple copies of data may incur a reasonable fee based on administrative costs.

2. The right to withdraw consent at any time, but without affecting the lawfulness of processing based on consent before its withdrawal.

3. The right to rectification of personal data that is inaccurate. Taking into account the purposes for which the data have been processed, there is a right to have incomplete personal data completed, including by providing a supplementary statement.

4. The right to restrict data processing, if:

- the correctness of the data is contested, for the period necessary for verification;
- processing is unlawful if restriction of processing is requested instead of erasure;
- data are no longer needed but are required for the establishment, exercise or defense of a right in court;
- are objections to the processing.

5. The right to erasure, or "the right to be forgotten", based on which the deletion of personal data that is processed is requested. The controller must comply with this request without undue delay, unless the data are required:

- for exercising the right to freedom of expression and information;
- for compliance with a legal obligation;
- for archiving purposes in the public interest, scientific interest, historical studies or statistical purposes;
- for establishing, exercising or defending a right in court.

6. The right to data portability is the right to receive personal data concerning you and transmit them to another personal data operator. Where technically feasible, the controller may be required to transmit the data to another institution. This right exists if, cumulatively:

- Personal data are processed by automated means,
- Personal data is processed on the basis of consent, or processing is necessary for conclusion or performance of a contract to which you are a party;
- The transmission of data does not have a negative effect on the rights and freedoms of others.

7. The right to object, based on which you can object, at any time, to data processing, provided that the processing is not based on consent but on the legitimate interests of the operator or a third party. In this case, the data will no longer be processed, unless legitimate and compelling reasons can be proven that justify the processing and prevail over the interests, rights and freedoms of the data subject or if the purpose of the processing is to establish, exercise or defend a right in court. The data subject may always object to data processing for direct marketing purposes for any reason.

These rights can be exercised by a written request to "Vasile Goldis" Western University of Arad. The request can also be submitted personally, at our headquarters, or by e-mail, signed and scanned, at [dpo@uvvg.ro](mailto:dpo@uvvg.ro).

We will endeavour to respond favourably to each applicant, unless this proves impossible, involves disproportionate effort or is likely to render the goals impossible. In these cases, our company is exonerated from liability. If you are dissatisfied, you can contact the National Supervisory Authority for Personal Data Processing based in 28-30 General Gheorghe Magheru Boulevard, Bucharest 010336, Tel: 031 80 59 211, e-mail ansdpdc@dataprotection.ro

"Vasile Goldis" Western University of Arad does not process data for secondary purposes incompatible with the purposes for which they were collected.

**13.3.** In accordance with the provisions of Article 71 paragraph (14) of the Higher Education Law 199/2023, "if the doctoral student does not opt for the distinct publication of the thesis or of some chapters thereof, the digital form of the thesis remains public and can be freely accessed on the national platform managed by UEFISCDI, including after issuing the decision to award the doctoral degree. The thesis will be assigned a copyright protection license."

**13.4.** In accordance with the provisions of art. 71 (paragraph 16), if the doctoral student opts for the distinct publication of the doctoral thesis or of some chapters thereof, he/she has the obligation to notify IOSUD-UVVG of this fact and to send the bibliographic indication and a link to the publication, which will then be made public on the national platform managed by UEFISCDI.

**13.4.** This contract, together with its annexes, which forms an integral part of its contents, represents the will of the parties.

**13.5.** This contract was concluded in a number of 3 copies, one for each party, today ....., being signed by:

"VASILE GOLDIȘ" WESTERN UNIVERSITY of ARAD

*Rector,*

Professor Coralia Adina COTORACI, MD PhD

\_\_\_\_\_  
Signature

*Doctoral*

.....

\_\_\_\_\_  
Signature

*Economic Director,*

Ec. CONSTANTIN COMAN

\_\_\_\_\_  
Signature

*Scientific adviser,*

Professor ....., PhD

\_\_\_\_\_  
Signature

*Legal visa* \_\_\_\_\_