



DOCTORAL SCHOOL OF BIOLOGY AND MEDICINE

CONTRACT OF DOCTORAL ACADEMIC STUDIES

No. _____ of _____ 2016

I. LEGAL BASIS

1.1. The Law no. 287/2009 on the Civil Code; the Act on National Education no. 1/2011 with ulterior amendments, the GD no. 681/2011 on the Code of Doctoral academic studies, with ulterior amendments, the Regulation on the organization and development of the doctoral academic studies at the UVVG, the Regulations of the Doctoral School of Biology and Medicine.

II. PARTNERS

1. THE “VASILE GOLDIȘ” WESTERN UNIVERSITY OF ARAD, with headquarters in the locality of Arad, 94-96 Revoluției Blvd, Arad County, established by Law no. 240/2002, Fiscal Code 143054080, represented by Prof. Coralia Adina Cotoraci, MD PhD, as Rector, in its quality of ***Institution Organizing Doctoral Academic Studies***,

2. Mr./Ms. _____, with the domicile in _____, st. _____, no. ____, bl. ____, entry ____, floor ____, apart. ____, County _____, born in the locality _____, County _____ on _____, identified with the identity document (BI/IC) _____, series _____, no. _____, PIN _____, enrolled on October 1st, 2016 ***PhD candidate with scholarship at full-time education***, in the program of doctoral academic studies in the field of Biology/ Medicine at the Doctoral School of Biology/ Medicine within IODAS-UVVG, with the subject: _____

** to be filled if the PhD candidate’s monthly scholarship is provided by another institution than the Vasile Goldiș Western University of Arad*

3. _____ with headquarters in the locality of _____, County _____, Street _____, number _____, VAT number _____, represented by _____;

4. Mr./Ms. prof. _____, MD/PhD, identified with the identity document (BI/IC) _____, series _____, no. _____, PIN _____, member of the Doctoral School of Biology/ Medicine at the IODAS-UVVG, as **PhD candidate's supervisor**.

III. SUBJECT OF THE CONTRACT

3.1. The subject of this contract is the performance of the activities during the PhD candidate's doctoral academic studies, regulating the relations between the University, the PhD candidate and the PhD supervisor, with the mentioning of the signatory parties' rights and obligations, according to the provisions of the applicable law.

IV. THE CONTRACT DURATION

4.1. This contract is concluded for 3 years in the field of Biology and for 4 years in the field of Medicine. The contract enters into force on October 1st, 2016 and it ends on September 30, 2019, respectively on September 30, 2020.

4.2. The doctoral program duration may be extended/ interrupted from justified reasons with 1-2 years, **only in paid regime of tuition fee**, with the approval of the University Senate and, being endorsed by the Board of Directors at the PhD supervisor's proposition.

4.3. The specific situations justifying the extension/ interruption of the doctoral academic studies are established by the Regulations of the Doctoral School of Biology/ Medicine. These studies duration is extended with the cumulated periods of the approved interruptions.

4.4. The extension/ interruption of the doctoral program is set by addenda to the contract of doctoral academic studies.

V. FUNDING OF THE DOCTORAL STUDIES

5.1. The PhD candidate scholarship is funded from the budget of the "Vasile Goldis" Western University of Arad/ or _____ (the proper option is to be filled). He/ she benefits for studies and research of the facilities provided by the Doctoral School (library, online databases, laboratories and/or university clinics, computers with Internet access)/ funds from the research agreement no.

5.2. The amount of the scholarship is as it follows:

Year 1: RON/month

Year 2: RON/month

Year 3: RON/month

Year 4: RON/month (*Doctoral School of Medicine*)

5.3. The PhD candidate undertakes to pay the eventual fees decided by the University Senate.

VI. PARTIES' RIGHTS AND OBLIGATIONS

6.1. The IODAS of the "Vasile Goldis" Western University of Arad – IOSUD undertakes:

- a) To organize the program of doctoral academic studies according to the provisions of the applicable law;
- b) To deliver training and instruction services for the PhD candidate via the Doctoral School of Biology/ Medicine;
- c) To ensure the proper organizational and technical conditions for study and research, by granting the PhD candidate access to the infrastructure which the University has for documentation and research;
- d) To include the PhD-candidate in the didactic training with the students during the doctoral academic studies, if requested and according to the provisions of the law;
- e) To organize the public defense of the doctoral thesis;
- f) To ensure the confidentiality of the PhD candidate's personal data, according to the law;
- g) By request, to release to the applicant the documents certifying the quality of PhD candidate, according to the applicable law;

- h) To monitor and evaluate the PhD candidate's activity during the doctoral studies via the IODAS;
- i) To stimulate the publishing of the PhD candidate's scientific essays in specialty journals;
- j) Not to make distinction among the PhD candidates admitted to various forms of education and funding with regard to their training during the doctoral academic studies;
- k) To communicate the amount of the fee for each year of study, at least 15 days prior to the beginning of the academic year, by publishing it at IODAS and via the Academis program;

6.2. The "Vasile Goldiș" Western University of Arad –IODAS has the following rights:

- a) To set the terms for PhD candidate's schooling, interruption of studies, expelling or re-enrolment, according to the law and to the academic autonomy;
- b) To monitor how the PhD candidate respects his/ her incumbent obligations resulting from his/ her PhD candidate status as stipulated in the PhD candidate's Program of Individual Training, as well as the way how this one respects the obligations incumbent from this Contract;
- c) To establish annually the way of payment and the payment deadlines for the tuition fee.
- d) To cash the tuition fees, according to the applicable law;

6.3. The PhD candidate undertakes:

- a) To frequent the courses, seminars, conferences, symposium, workshops, presentations of research reports and other scientific events stipulated in the Regulations of the Doctoral School of Biology/ Medicine, in the curriculum and in the plan for individual training and to get involved personally in the activities related to quality assurance;
- b) To develop teaching activities according to art. 164 para. (3) of the Act on national education no 1/2011 with ulterior amendments, corroborated with art. 37 of the GD no. 681/2011 on the approval of the Code for doctoral academic studies, with ulterior amendments, if requested to do so;
- c) To attend a 40 hours/ week program, respectively 8 hours/ day (full-time);
- d) To propose topics of scientific research, research directions, subjects for projects with the PhD supervisor's approval;
- e) To pass the exams and other forms of verification in order to acquire the number of credits stipulated in the plan for individual training
- f) To submit intermediate reports and to publish papers under the terms and in the conditions of the individual training plan;
- g) To respect the deadlines established in the plan for individual training;
- h) By the conclusion of each academic year, usually in July, to check his/ her schooling situation at the Doctoral School secretariat;
- i) To undertake the correctitude of data and information presented in the thesis, and the opinions and demonstrations expressed in it;
- j) Together with the PhD supervisor to be liable of respecting the quality or the professional ethics standards, including of assuring the originality of the content, according to the provisions of art. 170 of the Law no. 1/2011 with ulterior amendments;
- k) To respect the norms of drafting the thesis set by the Doctoral School
- l) To pay the annual tuition fee in the amount and terms set by the University Board of Directors for each academic year;
- m) To pay a penalty of 1 RON/ calendar day for non-payment of the tuition fee on the established deadlines;
- n) To pay the fee for public defence of the doctoral thesis in the amount established by the Board of Directors, when submitting at IODAS-UVVG of the documents necessary for starting the procedure for public defence of the doctoral thesis;
- o) To comply to the national regulations and to the internal ones of the "Vasile Goldiș" Western University, having a proper behaviour consistent with the status of PhD-candidate;
- p) To keep the confidentiality on the results of the performed research.
- q) To inform him-/herself on any changes, additional to those existing upon the conclusion of the contract of studies, by accessing the website www.uvvg.ro.

- r) The minimum publishing requirements for defending the doctoral thesis are:
- The PhD candidate is to obtain at least results (publications) according to the grid approved by the Council of the Doctoral School or to the applicable CNATDCU criteria for the scientific field where the PhD candidate is enrolled. If the criteria for publication of the specialized commissions of the CNATDCU/ Doctoral School Council change, the PhD candidate's publishing terms are to be updated according to them. The papers published by the PhD candidate, according to the Individual Training Plan and/ or related to the doctoral studies topic must mention the institutional affiliation to the Vasile Goldiș Western University of Arad.
 - The thesis is to be drafted in according to the PhD supervisor's recommendation and with the Doctoral School approval.
 - The synthesis of the thesis is to be published on the University website, in Romanian or in a widely spoken foreign language before the public defense of the thesis. If the thesis is drafted in a foreign language, widely spoken, the synthesis will also be submitted in Romania.
 - The PhD-candidate, who does not succeed to conclude the Doctoral Thesis on the deadline set according to the contract of doctoral academic studies and to its eventual addenda, still has a period of grace of at most 2 years, according to the law, in order to complete and defend publicly the thesis, and the non-compliance with this deadline leads automatically to his/ her expelling.
 - The period of grace is granted upon PhD candidate's written request, endorsed by the PhD supervisor and by the Director of the Doctoral School, and with the approval of the University Senate. The University Senate decides the duration of the period of grace, timespan which cannot be longer than two years.

6.4. The PhD candidate has the following rights:

- a) To benefit of proper guidance;
- b) To participate in the issue of the Program for self-training;
- c) To fit in the scientific team of the PhD supervisor;
- d) To appeal against the evaluations where the his/ her submitted materials are the topic, according to the law;
- e) To use the laboratories, the courses and seminar rooms, the reading rooms, the libraries and the other means supplied by the University for the professional training and for cultural and sports activities;
- f) To use protection suit when performing practical works in toxic environment, according to the norms for labor protection;
- g) To use the University communications services – electronic mail and internet – only related to the training activity and to other issues of the educational process;
- h) May carry on his/ her PhD training in joint custody, according to the institutional agreements and in the limits of the available means;
- i) To benefit of the provisions of the Regulations on Transferable Credits;
- j) To ask for extension/ interruption of the doctoral academic studies on justified reasons for a timespan up to 1-2 years, under the terms stipulated by the applicable law;
- k) To receive the title and the diploma of doctor in the scientific field where he/ she was enrolled as PhD candidate, according to the law;

6.5 The PhD supervisor has the following rights:

- a) To set mutually with the PhD candidate the plan for individual training.
- b) To cease the guidance relation, on justified reasons, with the approval of the Council of the Doctoral School, the Council of Doctoral Academic Studies and with Rector's approval.

- c) To propose the sanctioning of the PhD candidates not respecting the plan for individual training and not respecting the scientific and ethical norms by the means stipulated in the IODAS and the university regulations.

6.6. The PhD supervisor has the following obligations:

- a) To develop the activity of PhD supervision of the PhD candidate in the Doctoral School of Biology/ Medicine of the IODAS-UVVG;
- b) To be liable on the structure, contents, development and organization of the program for scientific research of the PhD candidate;
- c) To be directly liable for the scientific trajectory of the PhD candidate, being obliged to take all necessary measures to ensure to that one the conditions, the knowledge and the information to maximize the chances for completing the doctoral program.
- d) To issue the Program for individual training together with the PhD candidate, submits it for endorsement of the Doctoral School Council and to the approval of the University Rector;
- e) To provide topics of scientific research, research directions, topics for projects;
- f) To submit the necessary diligences for PhD candidate's involvement in research projects;
- g) To deliver the PhD candidate specialty counseling, during the doctoral academic studies, in order that the PhD candidate of a doctoral thesis which to accomplish the necessary conditions for the awarding of the doctoral title in the field where the PhD candidate was enrolled.
- h) To communicate in time the qualifications obtained by the PhD candidate;
- i) To contribute to the assurance of the transparence of the evaluation by all efficient means.
- j) To evaluate the intermediate research reports, in the number established by the plan of individual planning;
- k) To prepare the essay for supporting the essay for defense on term and to provide that the members of the commission draft and deliver the report within 30 days since the reception of the work.

6.7. Other signatory parties' rights and obligations resulting from the legislation, from the Charter of the "Vasile Goldiș" Western University of Arad, from the Regulations for organizing and developing the doctoral academic studies and from the Regulations of the Doctoral School of Biology/Medicine.

VII. COORDINATION

7.1. During the entire duration of the doctoral academic studies, the PhD candidate is to be coordinated by _____ according to the Plan for individual training, enclosed in the Appendix no. 1, which is part of this contract.

7.2. For the development of the doctoral studies, the PhD candidate is supported by a commission of guidance, formed by other 3 members who may be part of the PhD supervisor's research team, from other persons affiliated the doctoral school or from other teaching and research staff not affiliated to it, according to the plan of individual training.

VIII. ACADEMIC RECOGNITION

8.1. The PhD candidate will agree with the PhD supervisor the list of courses to be studied beyond the Doctoral School, if it is the case and the list is to be attached to the plan for individual training;

8.2. The doctoral title proposed by the Commission is to be submitted to the National Council for Certifying the Titles, the Diplomas and the University Certificates. The doctoral diploma is to be issued by the effect of the Disposition of the Ministry for National Education.

IX. TERMINATION OF THE CONTRACT

9.1. This contract ceases:

- a. On the expiry of the duration stipulated at art.4;
- b. **The PhD candidate** concludes the studies by defending the Doctoral thesis;
- c. Within 30 days since the registration of the **PhD candidate's** application for withdrawal or transfer;
- d. On the date of issue of the decision for the **PhD candidate's** expelling by the "Vasile Goldiș" Western University of Arad for reasons due to not respecting the pre-established program for the doctoral studies, for not accomplishing the incumbent obligations and for not paying the tuition fee within the established deadlines.

X. DISPUTES

10.1. The parties have agreed that all disputes related to the validity of this agreement or resulting from its construing, performance or termination to be solved amiably as it follows:

- a. the conflicts between the PhD candidate and the doctoral school are mediated by the CDAS.
- b. the conflicts between the PhD candidate and the PhD supervisor are mediated by the Council of the Doctoral School and, in case of not solving it at this level, CDAS provides the mediation.

10.2. If the litigations cannot be solved amiably, the parties will address the competent courts of law.

XIII. APPENDICES

13.1. This Contract of Study has attached the appendix comprising:

- a) The Board of Directors' decisions on the approval of the tuition fees.
- B) The individual plan of the Doctoral academic studies.

XIV. FINAL PROVISIONS

14.1. The modifications of this contract is made only by addendum in writing, signed by both parties, for the following situations:

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

14.2. This contract, with its appendices, which are part of its contents, represents the parties' will.

14.3. This contract was concluded in 2 copies, one for each party, today _____, being signed by the:

THE "VASILE GOLDIȘ" WESTERN UNIVERSITY OF ARAD
 Rector,
 Prof. Coralia Adina COTORACI, MD PhD

PhD Candidate

 Signature

 Name and surname

Economic Director,
 Ec. Adriana Pușcaș

 PhD candidate

 Signature

Scientific Supervisor

Name, surname and signature

Juridical Visa _____