

CONTRACT FOR DOCTORAL STUDIES
No. / 02.10.2017

Between

(1) **THE BUCHAREST UNIVERSITY OF ECONOMIC STUDIES (Institution Administering Doctoral Studies – I.O.S.U.D.)**, headquartered in 6 Romană Square, district 1, phone number +40 21 319.19.00, fax +40 21 319.18.99, represented by its Rector, Professor Nicolae ISTUDOR PhD,

and

(2) **Ms. / Mr.**, identified by ID card series.....No., Personal Identification Code, with permanent address: str..... no., bl., staircase., floor, ap., county / district, tel., e-mail address, registered on 2nd October 2017 as **PhD student** on a (corresponding box is marked with ×) with state funding / tuition fee , frequency form / low frequency , in the doctoral study program in the doctoral field, Doctoral School,

and

Ms. / Mr., PhD. Professor, identified by ID card series No., Personal Identification Code, member of Doctoral School, Doctoral field as **PhD supervisor of the PhD student**, occurred the current contract.

Art. 1 Object of the contract

- The present Contract's object regulates the activity developed within the framework of doctoral studies, regulating the relationship between IOSUD - ASE, PhD student and PhD supervisor, specifying the rights and obligations of the implied parties in accordance with the University's Charter, Regulation for the organization and conduct of doctoral studies within ASE and legislation in force.
- The title of the selected research topic is:
.....

Art. 2. Contract term

- (1) This contract is concluded for an appropriate academic doctoral studies cycle of three years, respectively 02.10.2017 – 30.09.2020.
- (2) In special cases when the doctoral research field requires a longer period of study and experimentation, the length of the PhD programme may be extended by 1-2 years, with the ASE's Senate – IOSUD approval, at the proposal of the PhD supervisor and within the available funding options and the extension of the PhD program is established through addendums to this contract. For extension period, the PhD program can be financed by state budget or tuition fee, POSDRU financing or other sources granted by law.
- (3) The doctoral study program may be interrupted at the request of the PhD student, for solid reasons, as determined by the ASE's Regulation for the organization and conduct of doctoral studies and Doctoral Studies Code (HG no. 681 / 2011). The interruption is approved by the ASE's Council of Doctoral Studies (CSUD) - IOSUD, based on the PhD supervisor and Council of Doctoral School approval. Aggregated interruption periods shall not exceed two years, excluding breaks granted by law. The length of the doctoral studies is extended by periods of approved cumulative interruptions. The duration of this contract is extended to the approved interrupted aggregated periods. For each period of interruption of the student's doctoral studies, there should be an addendum to this Contract signed by the involved Parties.
- (4) If the PhD student does not succeed in finalizing his/her thesis within the framework decided by the Doctoral Studies Contract and its possible subsequent annexes, the PhD student has another grace period, of maximum two-years to finalize and defend the thesis. Exceeding this period automatically leads to the expelling of the student.
In the above-mentioned grace period, the PhD student cannot benefit from a PhD grant from the PhD grant sums.
- (5) The thesis can be defended in no more than 4 years since graduation of the PhD programme, with the agreement of the University Senate and of the PhD supervisor.
- (6) The thesis can be public defended only after fulfillment of minimal criteria for allowing the defence of PhD Thesis, established by CSUD and described in PhD Thesis public defence procedure.

Art. 3. After the public defence of the thesis and the issuing order of the Ministry of Education on awarding the doctorate, the PhD candidate receives a PhD diploma in the field of the pursued study.

Art. 4 Rights and obligations of the PhD student

(1) During the program of doctoral studies, **the PhD student** has the following *rights*:

- a) to receive support, guidance and coordination from the PhD supervisor as well as the guidance committee;
- b) to participate at seminars and working meetings of the research and development personal within the IOSUD-ASE when they refer to subjects relevant to the doctoral studies;
- c) to be represented in decision-making forums of the doctoral school, according to the Regulation for the organization and conduct of doctoral studies;
- d) to benefit from logistics, documentation centres, libraries and doctoral school and IOSUD-ASE equipment in order to conduct the research of the thesis;
- e) to register for courses and seminars organized by his/her own doctoral school and/or other doctoral schools;
- f) to work with research teams from IOSUD or within research and development units which have concluded institutional agreements with IOSUD-ASE;
- g) to benefit from national and international mobility, within the available funding options;
- h) to benefit from institutional support to attend scientific conferences or congresses, workshops, summer or winter schools, national or international seminars, that are related to their thesis field, within the available funding options;
- i) to attend the Scientific Communication Sessions organized by the doctoral school and/or the IOSUD-ASE;
- j) to be informed about the curriculum of doctoral studies within the doctoral school.
- k) to benefit from legal provisions on studies' cessation, studies' extension, thesis title alteration and change of PhD supervisor.

(2) During the program of doctoral studies, **the PhD student** has the following *obligations*:

- a) to know and respect the Regulation for the organization and conduct of doctoral studies of ASE- IOSUD and other regulations governing the organization and the educational process. Regulation for the organization and conduct of doctoral studies is annually reviewed and therefore the PhD student must periodically check the following pages: www.ase.ro and www.doctorat.ase.ro
- b) to comply with the timetable agreed with the PhD supervisor and fulfil their obligations to support the works and present the research results;
- c) to submit to the PhD supervisor and guidance committee (if applicable), annually and whenever requested, scientific research progress reports and other monitoring elements established through the Regulation for the organization and conduct of doctoral studies of ASE - IOSUD;
- d) to be in permanent contact with the PhD supervisor;
- e) to observe institutional ethics;
- f) to notify, in writing, the Office of Doctoral Studies regarding any change in their personal and contact data (name, address, phone, email, etc.);
- g) to periodically check the website www.doctorat.ase.ro and their personal page where important information of general interests are published;
- h) to have a good behaviour in the scientific research community and avoid plagiarism and the substitution of own results with fictitious data or use of undeclared sources; elsewhere, penalizations will be applied according to the Regulation for the organization and conduct of doctoral studies of IOSUD-ASE;
- i) on each published article or conference participation, mentioning 'The Bucharest University of Economic Studies' is compulsory;
- j) to follow the rules of prevention and fire regulations, of civil defence and provisions of art. 22 and art. 23 of Law no. 319/2006 with respect to health and safety at work, as amended and further supplemented.

Art. 5. Rights and obligations of the PhD supervisor

(1) **The PhD supervisor** has, beyond the normal rights that arise from the labour contract, the following *rights*:

- a) to be paid for the coordination of PhD activities;
- b) to participate at competitions for doctoral grants;
- c) to guide and evaluate the activity of the PhD student within the professional and university autonomy following the demands of the doctoral study program and complying with the professional interests of the PhD student;
- d) to propose the guidance committee of the PhD student and doctoral committee for thesis' public presentation, after consulting with the PhD student;
- e) to receive an impartial evaluation both at internal and external level, according to the specific methodology of the evaluation process;
- f) to know the results of both internal and external evaluation of its work;
- g) to propose research topics;
- h) to refuse the supervision of the PhD student when, without their knowledge, they are involved in a conflict of interests;
- i) to request the Council of Doctoral School based on good reasons, the interruption of the mentoring relationship with a PhD student;
- j) to require the PhD student's expelling if they do not fulfil the obligations of the doctoral studies program.

(2) **The PhD supervisor** has, beyond the obligations that arise from the labour contract, the following *obligations*:

- a) to ensure the scientific, professional and deontological supervision of each PhD student;
- b) to propose research topics;
- c) to assure the conditions and stimulate the progress of the PhD student in their research;
- d) to carry out an objective and rigorous monitoring and evaluation of the PhD student;
- e) to support the mobility of the PhD student;
- f) to avoid the formation of interest conflicts in the supervision of the PhD student;
- g) to be aware of the rules included in the internal and external assessment methodology of their work.

Art. 6. Rights and obligations of ASE-IOSUD

(1) ASE - IOSUD has the following *rights*:

- a) to ask the PhD student to comply with the current legislation and the regulations of ASE-IOSUD and to penalize the student when they do not obey the regulations;
- b) to determine the annual amount of the tuition fee, split it in instalments; establish fees for other university services;
- c) to ask the PhD student to pay the established fees at the specified deadlines and apply penalties when PhD students do not meet these requirements;
- d) to ask the PhD student to conduct 4-6 didactic hours per week according to the regulations;
- e) to recover as soon as possible the goods or the values of the ASE's belonging goods that were damaged by the culprit of the PhD student.

(2) ASE-IOSUD has the following *obligations*:

- a) to ensure the material and logistical conditions needed to perform specific doctoral studies;
- b) to ensure the conditions for PhD student's rights compliance, within the current legislation framework;
- c) to give the proper degree certificate upon meeting all the requirements of study and scientific research and after the validation of the title of doctor from minister's order.

Art. 7. Financing

(1) The financing of doctoral studies will be made from the state budget for doctoral students admitted on a scholarship, study fee established by the Decision of ASE's Senate – IOSUD, PhD students admitted to the charge or other legally established. Students may receive doctoral grants for doctoral studies in accordance with the methodology established by the Ministry of Education.

(2) Funding from the state – budget for a PhD student admitted on a funded state budget is kept as long as the PhD supervisor and the doctoral guidance committee note progress in doctoral preparation at the end of the first and second year of doctoral studies. Otherwise, the available place granted with funds from the state budget becomes vacant and the PhD supervisor organizes a competition for the spare place.

(3) The grant for the scholarship admitted PhD student funded from the state budget is set by the Ministry of Education, without excluding other forms of remuneration provided by the laws in force and will be presented to the PhD students in writing by ASE – IOSUD.

(4) The amount of the annual fee for PhD student admitted on tuition fee places and the charge of presenting the thesis is established by ASE's Senate - IOSUD when the contract is concluded.

(5) If the PhD student benefits from an interruption of doctoral studies, the previous paid fee will not be refunded.

(6) Resumption after interruption of doctoral studies is under funding from budget or under tuition fees in accordance to applicable regulations, subject to availability. Tuition fee will be in accordance to the academic year in which the PhD student returns after interruption. Resumption after interruption of studies is based on an addendum to this contract.

(7) The PhD student is required to pay the tuition fee for each academic semester, representing 50% of the annual fee established by IOSUD-ASE's Senate for the academic year, including the semester when the public presentation of the thesis takes place.

Art. 8. The payment of financial obligations of the PhD student is done through bank transfer, based on a card issued by one of the banks approved by the university.

I own a card obtained from ASE and I oblige myself to renew it on its expiration date.

I agree with authorising ASE to issue me a debit card in order to collect financial rights regarding scholarships and the payment of financial obligations to the university (tuition fees, debts etc.) and thereby express my consent to processing my personal data by the bank in order to open me a bank account and issue me the debit card.

I do NOT agree with authorising ASE to issue me a debit card. I oblige myself to undergo the process of issuing a debit card at one of the banks approved by the university and to send ASE its coordinates.

Art. 9. If the PhD student will carry out teaching activities, the amount of conventional teaching hours per week, will make an addendum to this contract, signed by the parties.

Art. 10. The content of the training program based on advanced academic studies and individual research program and research topic, the language of the doctoral thesis, the deadline for completion of the thesis, objectives, activities and expected results are those established by PhD student in agreement with the PhD supervisor and are settled based through the Individual Doctoral Plan (IDP). Composition of mentoring PhD student's guidance commission will be determined by the PhD supervisor, after a consultation of the PhD student, as until October 20, 2017, the Individual Doctoral Plan (IDP), signed by the PhD student, PhD supervisor, the members of the guidance must be submitted by the PhD student to the doctoral school where he was admitted.

The doctoral studies will be conducted in the Romanian language, in one of the national minorities languages or in an international language, i.e. (English, French, German).

Art.11. Termination / Modification / Cancellation of the Contract

(1) Doctoral studies contract ceases:

- a) the approval date by the Council of the Doctoral School of the PhD student's request to withdraw from the doctoral studies of ASE- IOSUD, or
- b) the approval date by the Council of the Doctoral School of the PhD student's transfer request at another institution organizing doctoral studies, or
- c) the date of completion of the doctoral studies by the PhD student.

Obligations referring prior to the date of termination of the Contract should be executed in terms of the contract.

(2) The contract shall be terminated without court intervention and without further formalities, as it follows:

- a) in the case of expulsion, termination of PhD student's occurs by expulsion decision by the Council of the Doctoral School.
- b) when the PhD student do not respect the conditions of this Contract termination occurs after the communication by IOSUD of failure to comply with the Contract by the PhD student without having a formal court intervention.

The University is entitled to payment by the PhD student, the debts accrued, penalties related and / or property damage.

(3) Force majeure, as defined by law, results in the suspension of the Contract and defends the liability side invoking it.

(4) Any change in the terms of this Contract, during its execution, must sign an addendum as required by law. The current Contract changes when amending legislation on the organization and conduct doctoral studies.

(5) Conflicts about the conclusion, performance, amendment, suspension or termination of this Contract shall be settled amiably. Conflicts between the PhD student and the Doctoral School is mediated by CSUD. Conflicts between PhD student and the PhD supervisor is mediated by the Council of the Doctoral School, and if the conflict is unresolved at this level, it is mediated by CSUD. In the event that differences cannot be agreed amiably, the solution will be searched in the competent court and territorial law, according to the law.

Final provisions

Art. 12. The provisions of this agreement are completed by the Regulation for the organization and conduct of doctoral studies of ASE- IOSUD with the provisions of other laws regulating this area.

Art.13. PhD student quality is maintained including during internal and international mobility.

Art. 14 In accordance with art. 8 (1) a) of the Act 677/2001 for protection of individuals with regard to the processing of personal data and on the free movement of such data, the student agrees that the personal data contained in this contract shall be processed by ASE and Ministry of Education. ASE data controller has number 19458. Student notes that under the provisions of art. 13, 14 and 15 of Law 677/2001 is entitled to access, intervention and opposition of these personal data by making a written request, dated and signed.

Art. 15 The PhD student is aware of the provisions of art. 326 of the Penal Code regarding false statements and art. 323 of the Penal Code on the use of fake.

Art. 16 The present contract was completed in four copies, one for each party and one for the Doctoral School and will enter into force on the date of enrolment of the PhD student.

I agree to receive information regarding the doctoral school's activity by e-mail.

I do not agree to receive information regarding the doctoral school's activity by e-mail.

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| <p>The Bucharest University of Economic Studies RECTOR, Prof. univ. dr. Nicolae ISTUDOR </p> | | <p>PhD Student, (Name and Surname) (Signature)</p> |
| <p>Doctoral School Director, PhD Professor (Name and Surname) (Signature)</p> | | <p>PhD Supervisor, (Name and Surname) (Signature)</p> |