



CONTRACT FOR DOCTORAL STUDIES

No. /

Concluded between

National University of Political Studies and Public Administration Studies with headquarters in Bucharest, sector 1, Povernei str. no. 6, as the Organizing Institution for Doctoral Studies, represented by the Rector - Prof. Univ.Dr. Remus PRICOPIE and Economic Director, Ec. Oana CHIRICA, hereinafter referred to as SNSPA- IOSUD,

and

Mr./Mrs. identified with BI/CI, series, no., personal numerical code, with permanent residence in, tel., email address.....; matriculated on the date of as a doctoral student, with full time form education, on a fee-paying place (CPV), in the doctoral program in the field of, SNSPA Doctoral School,

and

Mr./Mrs. Univ. Prof. Dr./ Univ. Assoc. dr./ University lecturer Dr., member of the SNSPA Doctoral School, Doctoral Field, as the PhD student's doctoral supervisor

Art. 1 Subject of the contract

(1) The purpose of this Contract is to carry out the activities during the doctoral studies of the PhD student, regulating the relations between SNSPA-IOSUD, the PhD student and the PhD supervisor, specifying the rights and obligations of the signatory parties, in accordance with the SNSPA Chart, Institutional Regulation for the Organization and Development of Doctoral University Study Programs and with the legislation in force.

(2) PhD Subject:

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.....
.....

(3) Deadline for completing the doctoral thesis:.....

Art. 2 Duration of the contract

(1) This contract is concluded for an academic cycle corresponding to three-year doctoral studies, respectively

(2) In special situations, when the doctoral topic requires a longer period of study or experimentation, the duration of the doctoral program can be extended by 1-2 years, with the approval of the SNSPA Senate, at the proposal of the PhD supervisor. The extension of the doctoral university study program is established by an addendum to this contract, with study fee, according to art. 159 paragraph 3 of Law 1/2011, with subsequent amendments and additions. During the extension period, the PhD student cannot benefit from the doctoral scholarship awarded from the doctoral grants.



- (3) The extension of the doctoral program beyond three years, by one year, can only be approved if the student accumulates a minimum of 120 ECTS before the extension, according to the Regulation on the application of the European Transferable Credit System – ECTS/SECT, including the support of the research project and a minimum of two reports Research. A second year of extension can only be approved if the student accumulates 180 ECTS and supports the research project and three research reports.
- (4) The doctoral program can be interrupted, at the request of the PhD student, for valid reasons, under the conditions established by the Institutional Regulation for the Organization and Conduct of Doctoral University Studies Programs - IOSUD and the Code of University Doctoral Studies. The interruption is approved by the Council for Doctoral University Studies (CSUD) of SNSPA-IOSUD, based on the opinion of the PhD supervisor and with the agreement of the Doctoral School Council. The duration of doctoral university studies is extended by the cumulative periods of approved interruptions.
- (5) The total duration of interruptions, regardless of whether they are due to personal reasons (two semesters) or legal reasons (e.g. maternity leave, illness, etc.), cannot exceed 3 years. The duration of studies is extended by the cumulative periods of approved interruptions.
- (6) The duration of this contract extends with the cumulative periods of approved interruptions. For each period of interruption of the doctorate university studies of the student-doctorate, an additional act is concluded to this Contract, signed by the parties.
- (7) If the PhD student fails to complete the thesis within the term established according to the doctoral studies contract and any deadlines provided by additional documents to it, the PhD student has a grace period of a maximum of 2 years, with study fee, according to Art. 40 para. (1) of GD 681/2011, with subsequent amendments and additions. Exceeding this term leads to his expulsion. During the grace period, the PhD student cannot benefit from the doctoral scholarship awarded from the doctoral grants.
- (8) The PhD student is considered to be enrolled in the course of doctoral studies in the period between the date of registration and the date of the public defense of the doctoral thesis or the date of expulsion.

Art. 3 The rights and obligations of the doctoral student

- (1) During the course of the doctoral program, the PhD student has the following rights :
 - a) to benefit from the support, guidance and coordination of the PhD supervisor as well as the guidance committee ;
 - b) to participate in the seminars or work meetings of the research and development staff, respectively of the research and development centers within the SNSPA-IOSUD, as well as in the department meetings when topics relevant to doctoral studies are discussed ;
 - c) to be represented in the decision-making forums of the doctoral school, according to the provisions of the Institutional Regulation for the Organization and Development of University Doctoral Studies Programs - IOSUD;



- d) to have access to the documentation centers, libraries and equipment of the doctoral school and of SNSPA-IOSUD for the preparation of doctoral research reports and the doctoral thesis;
- e) to participate in the courses and seminars organized by their own doctoral school and/or by other doctoral schools within the SNSPA-IOSUD;
- f) to work together with teams of researchers from SNSPA or from research and development units that have concluded agreements or institutional partnerships with SNSPA-IOSUD;
- g) to benefit from national or international mobility, within the limits of available funds;
- h) to benefit from institutional support to participate in scientific conferences or congresses, workshops, summer or winter schools and seminars, national and international, in the field of specialization in which he chose his doctoral thesis, within the limits of available funds ;
- i) to participate in the scientific communication sessions organized by the doctoral school and/or by SNSPA-IOSUD;
- j) to be informed about the curriculum of doctoral university studies within the doctoral school;
- k) to benefit from the legal provisions regarding the interruption of studies, the extension of studies, the change of the title of the doctoral thesis and the change of the doctoral supervisor.

(2) During the course of the doctoral program, the PhD. student has the following obligations:

- a) to know and comply with the Institutional Regulation on the Organization and Conduct of Doctorate University Study Programs-IOSUD and the other normative acts that regulate the organization and conduct of the educational process;
- b) to comply with the schedule established together with the PhD supervisor and to fulfill his obligations to support the papers and present the research results;
- c) during his doctoral studies, minus the possible interruption periods, the PhD student has the obligation to pay the study fee for each academic year, under the conditions established by the University Senate, as well as the fee for defending the doctoral thesis;
- d) The annual study fee is 2160 euros and is paid in full or in 4 installments;
- e) the PhD student has the obligation to respect the deadlines for paying the study fee established by the University Senate and bears penalties of 0.01% per day of delay, from the unpaid amount, until full payment, at the latest on the date of the defense the doctoral thesis, otherwise the provisions of art. 11 (2) letter b); SNSPA, from the payment of financial obligations, will first be able to pay off the penalties generated by the late payment of the study fee as mentioned in Art. 6 (1), which will be calculated and collected separately and then the main debit. The penalties applied and/or actually collected cannot exceed the amount to which they were applied;
- f) the amount of the study fee is established annually by Decision of the University Senate;
- g) from the moment of resuming studies after an interruption, the fee-paying PhD student will pay the annual study fee established by the University Senate for the academic year in which he resumes his studies;



- h) to present to the PhD supervisor and the guidance committee (as applicable), annually and whenever requested, the progress reports of the scientific research and the other monitoring elements established by the Institutional Regulation for the Organization and Development of University Study Programs Doctorate – IOSUD. The composition of the guidance committee is established by the PhD supervisor following consultation with the doctoral student;
- i) to accumulate the number of credits necessary to successfully complete the doctoral program, according to the Regulation on the application of the European Transferable Credit System – ECTS/SECT;
- j) to be in permanent contact with the PhD supervisor;
- k) to respect the institutional discipline;
- l) to notify, in writing, the IOSUD secretariat regarding any change to his personal and contact data (name, address, telephone, e-mail, etc.);
- m) to respect good conduct in scientific research, not to plagiarize the results or publications of other authors (or own), not to fabricate results or replace own results with fictitious data and/or not to use undeclared sources, otherwise being sanctioned according to Institutional Regulation for the Organization and Conduct of Doctoral University Study Programs - IOSUD;
- n) to mention the SNSPA affiliation on each published article and each paper presented at conferences;
- o) to comply with the fire prevention and extinguishing rules, civil defense, as well as the provisions of art. 22 and art. 23 of Law no. 319/2006 on health and safety at work, with subsequent amendments and additions;
- p) to pay the doctoral thesis defense fee;
- q) to submit the doctoral thesis in printed format to the university library for consultation, at least 20 days before the date set for public support;
- r) to submit the doctoral thesis in electronic format and, as the case may be, in printed format, to the secretariat of the Doctoral School in order to start the procedures for its support;
- s) to not enter the collective if they present symptoms with potential infection, with epidemiological, pandemic or contagious risk, in the situation where physical presence in the university premises is necessary.

(4) The defense of the doctoral thesis is conditioned by the fulfillment of all the obligations mentioned in paragraph (2)

Art. 4. The rights and obligations of the PhD supervisor:

- (1) The PhD supervisor has, in addition to the rights arising from his employment contract, the following rights:
 - a) to be remunerated for doctoral coordination activities;
 - b) participate in competitions for doctoral grants;
 - c) to guide and evaluate the activity of the PhD student within the doctoral program, according to the professional and university autonomy, following the requirements of the doctoral program and respecting the professional interests of the PhD student;



- d) to propose the doctoral committee for the public defense of the doctoral thesis, respectively to propose, following consultation with the PhD student, his guidance committee;
- e) to benefit from an impartial internal and external evaluation, in accordance with the methodology specific to the evaluation process;
- f) to know the results of the internal and external evaluation of one's own activity;
- g) to propose research topics;
- h) to refuse the guidance of the PhD student, in the conditions in which he is placed against his will in a situation of a conflict of interests;
- i) to request from the Doctoral School Council, based on well-founded reasons, the interruption of the mentoring relationship with a PhD student, with the consent of the Rector and the University Senate of SNSPA;
- j) to request the expulsion of the PhD student if he does not fulfill his obligations from the doctoral program ;
- k) to set, by common agreement with the PhD student he/she supervises, the training plan and the research calendar;
- l) to sanction, in accordance with the legal provisions or the provisions of the regulations approved at the SNSPA level, the PhD student who does not respect the scientific and ethical norms or the training calendar established by mutual agreement;
- m) to request co-financing from the SNSPA for participation in prestigious international conferences where he presents the results of the research undertaken within the Doctoral School;
- n) to benefit from the amounts from the doctoral grant available to him and to monitor the use of the amounts from the doctoral grant allocated for the PhD student's guidance committee.

(2) The PhD doctoral supervisor has, in addition to the obligations arising from his employment contract, the following obligations:

- a) to ensure the scientific, professional and ethical guidance of the PhD student;
- b) propose research topics;
- c) to ensure the conditions and stimulate the progress of the PhD student in the research he carries out;
- d) to carry out objective and rigorous monitoring and evaluation of the PhD student;
- e) to support the mobility of the PhD student;
- f) to avoid the emergence of conflicts of interest in the guidance of the PhD student;
- g) to know the internal and external evaluation methodology of one's own activity.
- h) to prepare the report for the defense of the thesis within the set deadline and to ensure that the members of the Doctoral Commission will prepare and submit the report within a maximum of 30 days from the date of receipt of the paper.

Art. 5. (1) The rights and obligations of SNSPA-IOSU:

- a) to establish the conditions for conducting doctoral studies, their interruption and extension, the enrollment and expulsion of the PhD student;
- b) to follow the way in which the PhD student complies with the obligations arising from the quality of doctoral student, provided in the University Doctoral Studies Plan



of the PhD student, as well as the way in which the doctoral student complies with the obligations arising from this contract;

c) to ask the PhD student to comply with the legislation in force and the SNSPA-IOSUD regulations and to sanction him in case of deviations from them;

d) to require the PhD student to carry out 4-6 didactic hours per week, in accordance with the legal regulations in force; didactic activities that exceed 6 conventional didactic hours per week will be provided and remunerated in accordance with the labor legislation in force, in this case the contributions provided for by law will be paid;

e) to recover, as soon as possible, from the doctoral student guilty of causing damage resulting from the degradation or destruction of assets belonging to SNSPA, their value.

(2) SNSPA-IOSUD has the following obligations:

a) to ensure the necessary material and logistical conditions for carrying out activities specific to doctoral studies;

b) to ensure the conditions for exercising the rights of the PhD student, in accordance with the legislation in force;

c) to ensure the confidentiality of the personal data of the PhD student, according to the law;

d) to issue, upon request, documents certifying the quality of the applicant as a PhD student, according to the legislation;

e) to monitor and evaluate the activity of the PhD student during the doctoral studies;

f) to stimulate the publication of the PhD student's scientific works in specialized magazines;

g) to treat fairly, with regard to the preparation during the doctoral studies, the PhD students admitted to different forms of financing;

h) transfer the scholarship, in the amount and on the dates established by the institution that offers the scholarship through the university, to the PhD students who obtained the scholarship;

i) to organize the public defense of the doctoral thesis;

j) to grant the appropriate degree, after fulfilling all the obligations of studies and scientific research and, after confirming by order of the minister, the title of doctor.

Art. 6. Funding

(1) The annual study fee is 2160 euros and is paid in full or in 4 installments, as follows:

In the first year

Installment 1: until October 15 - 40% of the fee

Installment 2: until February 15 - 20% of the fee

Installment 3: until May 15 - 20% of the fee

Installment 4: until September 15 - 20% of the fee

In the senior years

Installment 1: until October 15 - 25% of the fee

Installment 2: until February 15 - 25% of the fee

Installment 3: until May 15 - 25% of the fee

Installment 4: until September 15 - 25% of the fee;



(2) Tax refunds

- a) The PhD student who withdraws his file by September 30 will be fully refunded the paid tuition fee.
- b) The PhD student who requests a refund of the tuition fee as a result of renouncing his PhD studies during the month of October will be withheld 20% of the amount paid.
- c) Starting from November 1, the withheld amount will increase monthly compared to October by 10% of the tuition fee paid, without exceeding the tuition fee.
- d) The admission fee and the registration fee are not refundable.
- e) After March 1st, refund requests will no longer be approved.

(3) The fee-paying place for a PhD student is kept as long as the PhD supervisor and the guidance committee note progress in the PhD student's doctoral preparation at the end of the first and second years of doctoral studies.

(4) The fee for defending the doctoral thesis is 3000 lei. Changes to the fees as well as other fees and contributions of the PhD student can only be charged with the consent of the SNSPA Senate and through an addendum to this contract.

(5) The resumption of doctoral university studies after interruption is done under budget financing or with a fee, as the case may be, in accordance with the applicable regulations. The amount of the tuition fee will be the one in force in the academic year in which the doctoral student returns after the interruption. The resumption of studies after interruption is based on an addendum to this contract.

Art. 7. The payment of the financial obligations of the PhD student is made by bank transfer, based on a card issued by one of the banks approved by the university.

Art. 8. The actual presence of the PhD student at the activities within the Doctoral School is established by the PhD supervisor.

Art. 9. (1) The doctoral thesis is written in the language (Romanian or a language of international circulation) _____ and is supported in the _____ language.

(2) The publication of the doctoral thesis and its appendices will be carried out in accordance with the provisions of art. 168 para. (9) of Law 1/2011 with subsequent amendments and additions and will be done with the mention of the name and surname of the PhD student and the name and surname of the PhD supervisor.

Art. 10. Intellectual property rights

In accordance with this contract, SNSPA has the right to use the results of the research carried out by the PhD student for scientific and educational purposes, without any financial obligation towards him. This right refers to the right related to the doctoral thesis and any other academic activity arising from it, for which the PhD student holds the intellectual property right.

Art. 11. Termination/ Modification of the Contract

(1) The doctorate studies contract ends in the following cases:

- a) on the date of approval by the Doctoral School Council of the PhD student's request to withdraw from the doctoral studies in SNSPA-IOSUD;
- b) on the date of approval by the Doctoral School Council of the transfer request of the PhD student to another institution organizing doctoral university studies;
- c) on the date of completion by the PhD student of the doctoral studies.

The obligations stipulated until the date of termination of the Contract must be performed in accordance with the contractual conditions.



(2) The contract is terminated, without the intervention of the court and without other formalities, as follows:

- a) in the case of expulsion of the PhD student, on the date of issuance of the expulsion decision by the Rector, following the approval of the Doctoral School Council;
- b) in the situation where the PhD student does not comply with any of the obligations and conditions incumbent upon him, including the payment of the study fee and penalties, if applicable, within the terms provided for in this Contract, the termination occurs on the date of communication within 15 days by the SNSPA-IOSUD of finding non-compliance with the Contract in the sense of the above, by the PhD student, without the need for delay or any other formality, or the intervention of the court. The university is entitled to payment by the PhD student of accumulated debts, related penalties and/or material damages.

Art. 12. Other clauses

(1) The individual plan, signed by the PhD supervisor and the PhD student, approved by the Doctoral School Council, constitutes an annex to this contract and is an integral part of it. The Individual Plan will also include:

- chosen research topic,
- the deadline for completing the doctoral thesis,
- the language in which the doctoral thesis will be supported;

(2) Force majeure, as defined by law, leads to the suspension of the execution of the Contract and protects the party that invokes it within the term from liability.

(3) Any modification regarding the clauses of this Contract, during its execution, requires the conclusion of an additional act, according to the legal provisions. The contract is legally amended in the event of a change in the legislation relating to the organization and conduct of doctoral studies.

(4) Conflicts related to the conclusion, execution, modification, suspension or termination of this Agreement will be resolved amicably. Conflicts between the PhD student and the doctoral school are mediated by the CSUD. Conflicts between the PhD student and the PhD supervisor are mediated by CSUD. In the event that the termination of the differences cannot be agreed amicably, their resolution will be carried out by the materially and territorially competent court, according to the law.

(5) The provisions of this contract are supplemented by the provisions of the Institutional Regulation on the Organization and Development of University Doctoral Studies Programs - IOSUD and the provisions of other normative acts that regulate this field.

(6) The quality of PhD student is maintained including during the period of internal and international mobilities.

(7) In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, the PhD student agrees that the personal data contained in this contract to be processed by SNSPA. The student acknowledges the fact that he has the right to access, intervene and oppose these personal data, by formulating a written, dated and signed request.

(8) The PhD student declares that he is aware of the provisions of art. 326 of the criminal code regarding false declarations and art. 323 of the criminal code regarding the use of forgery.



This contract has been concluded in 3 copies, one for each contracting party, takes effect on the date of enrollment of the PhD student.

**National University of
Political Studies and Public
Administration**

Doctoral School Director Director,

Prof. univ. dr. Nicoleta Corbu

**Rector,
Prof.univ.dr. Remus Pricopie**

PhD Supervisor

**Administrative General Director,
Ecaterina Alexoaei**

PhD Student,

**Financial Director,
Oana Chirica**

**Administrative General Director Adj.,
Lăcrămioara Pop**

Legal Notice,