**DOCTORAL PROGRAMME LEARNING AGREEMENT**

**no. \_\_\_\_/ \_\_\_\_\_\_\_**

1. **The West University of Timișoara**, Institution Organizing Doctoral Studies (IODS – WUT), with its headquarters in 4 Vasile PârvanBlv., tax code no. 4250670, legally represented by Professor Marilen Gabriel Pirtea, Ph.D, as Rector in its capacity of PROVIDER and

2. Name And Surname:

 Address:

Personal Identification Document (type, number, series):

Issued on , by

Personal Identification Number:

Telephone:

E-mail: as a **DOCTORAL DIRECTOR** within the Doctoral School of , on the one hand and

3. Name and Surname:

 Address:

Personal Identification Document (type, number, series):

Issued on , by

Personal Identification Number:

Telephone:

E-mail: , as a **Ph.D STUDENT**, on the other hand, enter this agreement for the above-mentioned Ph.D programme.

**Article 1. The object of the agreement**

* 1. The object of this agreement is to carry out activities specific to the Ph.D studies programme in the fundamental domain of , field .
	2. The Ph.D programme takes place within the doctoral school of , under the coordination of , doctoral supervisor and under the coordination of , doctoral supervisor (in the case of joint doctorate) and has two parts:
1. *The training Programme*, based on advanced academic studies, which consists of attending the courses with a period of 12 weeks of the academic year 2023/2024 within the Doctoral School of .
2. *The individual programme of scientific research*/*artistic creation*, which consists of writing the Ph.D thesis with the next research topic: .
	1. The language in which the Ph.D thesis is written is and the language in which the Ph.D thesis is defended is .

**Article 2. The validity of the agreement**

2.1. This learning agreement shall be valid for four years. In this case, the deadline for the Ph.D thesis is **30th September 2027**.

2.2. In accordance with the Doctoral School Regulations, on just and proper grounds, at the proposal of the doctoral director, the duration of the programme can be extended up to 1-2 years, with the approval of WUT Senate. The extension is available only for the fee-paying students.

2.3. In accordance with the Doctoral School Regulations, on just and proper grounds, the duration of the Ph.D programme may be interrupted. The duration of the programme is extended by cumulative periods of interruption approved by West University of Timișoara Senate, but no more than 2 years.

2.4. The extension provided for in the paragraph 2.2., accordingly, the interruption provided for in the paragraph 2.3. shall be the subject of the amendments to this studies agreement.

2.5. If the Ph.D student fails to complete his/her Ph.D thesis within the set deadline at the paragraph 2.1. and within the eventual amendments, the student still has a period of grace of maximum 2 years in order to complete and defend his/her Ph.D thesis, exceeding this deadline leading to expulsion.

2.6. During the period of grace provided for at the paragraph 2.5., the Ph.D student can’t benefit from the doctoral scholarship awarded from funded doctoral grants by the Ministry of Education.

**Article 3. The financial terms of the agreement**

3.1. The Ph.D student is registered in a full-time education system:

* tuition-free, with scholarship
* tuition-free, without scholarship
* tuition fee paying
* ethnic Romanians
* ethnic Roma
* EU and EU third country tuition fee paying
* UVT scholarship

 3.2. The tuition fee for the academic year 2023/2024 is lei/ Euro.

The tuition fee is established annually by the West University of Timișoara Senate.

3.3. If applicable, the tuition fee will be paid as follows: 10% when signing the agreement, the first instalment 45% of the tuition fee will be paid by the 30th November 2023; the second instalment, representing 45% of the tuition fee will be paid by 31st March 2024.

3.4. If the Ph.D student pays the entire fee by 31st October 2023, he/she shall be granted by a 10% discount.

3.5. If the Ph.D student fails to pay the tuition fee in due time, he/she will have to pay 100 lei late penalties or fractions of month;

3.6. The university reserves the rights to recalculate the tuition fee in case the exchange rate increases more than 20%.

3.7. If the student is admitted on a tuition fee place, he/she will pay a doctoral thesis fee set annually by the WUT Senate.

3.8.The tuition fee for EU third country students is settled by the Letter of Acceptance issued by the Ministry of Education. This fee is paid fully, in advance, in the amount specified by the Letter of Acceptance. The EU third country tuition fee paying students are expected to pay this fee, fully, in advance, every year for the duration of their studies.

**Article 4. The IODS-WUT’s and Doctoral School’s rights and liabilities**

4.1. The IODS’s and Doctoral School’s rights of are the following:

a) to set the attendance requirements for the Ph.D students;

b) to check if the academic, professional and scientific ethics are respected;

c) to check if the deontological provisions during the scientific research are respected;

d) to observe if the deontological provisions during the process of writing the Ph.D thesis are respected;

e) to take action in order to prevent and penalize deviations from scientific ethics, professional and academic standards.

4.2. IODS-WUT and Doctoral School liabilities are:

a) it shall upload on the internet the next necessary information concerning the doctoral studies programme: the Doctoral School regulations; how the Ph.D programme is organized and carried out; the content of the doctoral studies programme; how the studies and the costs incurred by the Ph.D students are financed; the Ph.D supervisor and the Ph.D students mentored by the Ph.D supervisor, information concerning the Ph.D thesis to be defended publicly; the addresses where the completed Ph.D theses can be accessed and that are published on a site owned by the Ministry of Education;

b) it shall inform the Ph.D student concerning the academic, professional and scientific ethic;

c) it shall ensure the conditions for exercising the Ph.D student’s rights, in accordance with the legislation in force;

d) it shall organize regular seminars and scientific communication sessions for the Ph.D thesis;

e) it shall provide the necessary resources for the research projects in which the Ph.D student is involved.

**Article 5. The doctoral supervisor’s rights and liabilities:**

5.1. The doctoral director has the following rights:

a) to supervise and evaluate the activity of the Ph.D student within the doctoral studies programme, according to the academic and professional autonomy, following the Ph.D studies programme requirements and the professional interests;

b) to determine the members of the supervising committee after consulting the Ph.D student;

c) to propose the members of the doctoral committee;

d) to deny the supervising of a Ph.D student if he/she is implied in a conflict of interests against his/her will;

e) to ask the Doctoral School Council to finish the mentoring relationship with the Ph.D student;

f) to decide on the study elements within the preparation programme based on advanced academic studies to which the Ph.D student has to attend;

g) to establish the structure, the content, the organization and the carrying out of the Ph.D student scientific research programme and the deadlines for the activities included in the Doctoral Studies Plan.

5.2. The Doctoral Director has the following liabilities:

a) to provide the Ph.D student’s deontological, professional and scientific mentoring;

b) to provide proper conditions and to boost the progress of the Ph.D student during the research;

c) to monitor and evaluate the PhD student objectively and rigourously;

d) to enable the PhD student to be part in research grants;

e) to support the student’s mobility;

f) to publish together with the PhD student with WUT institutional affiliation;

g) to avoid the conflict of interests when mentoring the Ph.D student.

**Art. 6. The rights and obligations of the student – Ph.D student**

6.1. The Ph.D student has the following rights:

a) to benefit from the support, guidance and coordination of the doctoral director, as well as of the guidance committee;

b) to attend in the seminars and workshop meetings of the research and development staff within IODS - WUT when relevant topics for doctoral studies programme are being discussed;

c) to be represented at the decision-making bodies of the Doctoral School;

d) to benefit from the logistics, documentation centers, libraries and equipment of the Doctoral School and of IODS - WUT for the elaboration of the research project and of the Ph.D thesis;

e) to enroll in the courses and seminars organized by the Doctoral School;

f) to work together with teams of researchers from IODS - WUT or from research - development units that have concluded agreements or institutional partnerships with IODS - WUT;

g) to participate in international mobilities, learning, placement or research visits, virtual mobilities, international conferences and summer schools, study grants etc. This activity will be correlated for the final assessment of the PhD student’s activitu, alongside the publications, in view of the public defense of the thesis;

h) to benefit from institutional support to participate in scientific conferences or congresses, workshops, summer or winter schools and national and/or international seminars in the field of specialization in which he / she has chosen his/her Ph.D thesis;

i) to participate in the scientific communication sessions organized by the Doctoral School and / or IODS - WUT;

j) to be informed about the curriculum of doctoral studies within the Doctoral School;

k) to request, on the basis of a motivated claim, the change of the doctoral coordinator or of the title of the paper.

6.2. The Ph.D student has the following obligations:

a) to know and respect the provisions of the Institutional Regulation regarding the organization and development of doctoral studies in WUT and of the Regulation of the Doctoral School of ;

b) to respect the schedule established together with the Ph.D supervisor taking part directly and regularly in the activities;

c) to fulfill his/her obligations to support the works and to present the research results;

d) to present monthly activity reports to the Ph.D supervisor and the guidance committee;

e) to publish under WUT affiliation during the doctoral studies programme;

f) to carry out regular activities related to the training program based on advanced university studies and the scientific research program established by the Ph.D supervisor;

g) to respect the institutional discipline;

h) according to Government’s Decree no. 681/2011, Art. 71 (2) letter c) the student also has the obligation “to be in permanent touch with the Ph.D supervisor”.

**Art. 7. The teaching and research activities of the Ph.D student**

7.1. During the doctoral studies, the Ph.D student undertakes to carry out 4-6 conventional hours/week of teaching/institutional research activities, depending on the function of the teaching departments/research activities of the Research Centers within the West University of Timișoara, based on discussions with the doctoral director.

7.2. The didactic activities provided in point 7.1. will be carried out every academic year during the doctoral study program, for the entire duration of this agreement, without being remunerated by IODS - UVT.

7.3. The teaching activities provided by the Ph.D student in each academic year, during the present agreement, can be remunerated in “hourly payment” regime, within the faculty/department in which they are carried out, only after exceeding the limit of 168 conventional hours, according to the Law of National Education no. 1/2011, art. 164, para. (3) (6 conventional hours/week x 28 weeks corresponding to an academic year).

7.4. The teaching activities provided in point 7.1. and 7.3. are established by the Director of the department that manages the study program at which the classes are provided, after onsultation with the PhD supervisor and with the approval of the dean of the faculty. The research activities provided for in 7.1 are established by the Director of the Doctoral School, in collaboration with the Director of the Research Center and the Ph.D supervisor.

7.5. During the doctoral studies, the Ph.D student undertakes to carry out scientific research activities by participating in the scientific projects established by the Ph.D supervisor.

7.6. The PhD student in a joint degree programme, including those of the UNITA Universitas Montium allaince, in accordance with the European legislation, will disseminate the results of their research in Open Access publications, and, in accordance with national and WUT standards, in view of their thesis being accepted for public defense, will provide evidence of the publication of articles relevant for the WUT visibility in international rankings.

7.7. The structure, content, organization and development of the Ph.D student's scientific research program are established by the doctoral director based on discussions with the Ph.D student.

7.8. The teaching and / or research activities of the Ph.D student are included in the activity sheet, prepared monthly by the Ph.D student and endorsed by the doctoral director.

7.9. The protection of intellectual property rights over the Ph.D thesis is ensured in accordance with the provisions of the law.

7.10. The capitalization of the copyright and/or of the intellectual property rights over the original product or creation made within the doctoral university study program is made in accordance with the provisions of the law.

7.11. The doctoral studies are completed with the defense of the Ph.D thesis that must satisfy the scientific and publication conditions provided by the Order of the Minister of National Education no. 5.110 / 2018 regarding the approval of the minimum standards for granting the doctoral degree, Appendix 1 and the Regulations of the Doctoral School of at the time of enrollment in studies (respectively at the signing of the study agreement), in accordance with the law.

7.12. The name and surname of the Ph.D student, but also of the doctoral supervisor are mandatory, implicit elements of the Ph.D thesis. The publication of the Ph.D thesis, according to the legal requirements, is done both with the name and surname of the Ph.D student, but also of the doctoral supervisor.

7.13. The printed thesis can be consulted at BCUT at least 20 days before the date set for the public defense. The thesis remains public at the university library. According to the Doctoral Studies Code (art. 66. 4), if the PhD student does not choose to publish the thesis or excerpts from it in book form or as book chapter/article, the digital form of the thesis is made public and will be available on the national platform after the Ministry’s Order awarding the doctoral title; the thesis will be given a copyright licence. If the PhD student chooses to publish the thesis or exceprts from it in book format, a period of 9 months at most, from the moment the thesis is validated by minister order, will be given for the publication or for proof of the manuscript status (in the case of the full publication of the thesis) respectively to inform the doctoral studies office about the publication of the theiss results as articles (in journals, proceedings, contributions etc.). The following elements will be stated clearly: author, title, journal/collection (issue, volume, number, pages, DOI, Accession number), publisher (ISBN, link). After the given period, in case IODS-UVT is not notified otherwise, the digital form of the thesis will become accessible on the national platform.

7.14. Based on art. 168 para. (9) of the National Education Law no. 1/2011, with subsequent amendments and completions, art. 66 para. (4) of Government’s Decree no. 681/2011 on the approval of the Code of Doctoral Studies, with subsequent amendments and completions and art. 12 of the Order no. 3482/2016 on the approval of the Regulation on the Organization and Functioning of the National Council for Attestation of University Degrees, Diplomas and Certificates and taking into account the regulations on personal data protection in the context of publishing doctoral theses, this can be done within art. 6 para. (1) letter c) of the RGDP - the processing is necessary in order to fulfill a legal obligation incumbent on the operator - with prior information of the data subject and offering the possibility to oppose for justified reasons, under the law, as well as respecting the processing principles, in particular of minimizing data.

**Art. 8. Modification and termination of the agreement**

8.1. The modification of this agreement is made, in writing, by agreement of all parties, by additional act.

8.2. At the motivated request of the Ph.D student, the Doctoral School Council may decide to change the doctoral supervisor, if it has been found that the legal or contractual obligations assumed by him or other reasons related to the guidance relationship between the doctoral supervisor and the Ph.D student have been found.

8.3. The Doctoral School Council shall appoint another doctoral supervisor in the case provided for in point 8.2, as well as in the event that the doctoral supervisor is unavailable.

8.4. When appointing a new doctoral supervisor, the Doctoral School Council will give priority to the need for the Ph.D student to complete the doctoral program.

8.5. The deadline for completing the Ph.D thesis may be extended for a fee.

8.6. This study agreement terminates in the following situations:

a) by completing the studies;

b) by expelling the Ph.D student for non-payment of due fees or for failure to complete the doctoral training program;

c) by withdrawing of the Ph.D student from studies, at his request;

d) in case of major force.

8.7. The major force shall be established by a competent authority. The invoking party has the obligation to notify the other party, in writing, within a maximum of 5 calendar days from the appearance, and the proof of major force will be communicated within 15 calendar days from its appearance. The major force defends the party invoking it, the other party not having the right to claim compensation.

**Art. 9. Doctor's degree**

9.1. After the transmission of the ministerial order by which the doctoral title is awarded, IODS - WUT issues the doctoral diploma, in which the field of study is specified.

9.2. The doctor's degree is issued with the name as it appears on their birth certificate. For EU third country students, the name will coincide with the name on their passport, in accordance with the Minister’s Order approving the Regulation on academic papers and documents in institutions of higher education no. 4156 of 27 April 2020.

**Art. 10. Liability of the parties**

10.1. In case of possible academic fraud, violation of university ethics or in case of deviations from good conduct in scientific research, including plagiarism, the Ph.D student and/or the doctoral supervisor are liable under the law.

10.2. The non-observance by the signatory parties of the obligations deriving from the present agreement entails the application of the sanctions provided in the WUT Regulations, at the proposal of the Doctoral School Council, in accordance with the law. The sanction is applied depending on the seriousness of the violations, their number and the conditions under which they were committed and can be challenged within 30 days from the date of communication, to the hierarchically superior management structure.

**Art. 11. Disputes**

11.1. The conflicts between the Ph.D student and the Doctoral School are mediated by CSUD-WUT.

11.2. Conflicts between the Ph.D student and the doctoral supervisor are mediated by the Doctoral School Council. In case of failure to resolve the conflict at this level, it will be mediated by CSUD-WUT.

11.3. The parties agree that any disagreement regarding the validity of this agreement or the result of its interpretation, execution or termination shall be settled amicably.

11.4. If it is not possible to settle the dispute amicably, the signatory parties shall apply to the competent courts.

**Art. 12. Final provisions**

12.1. This agreement will be interpreted in accordance with the laws of Romania.

12.2. The provisions of this study agreement are compliant and are completed with the provisions of the National Education Law no. 1/2011, with subsequent additions and amendments, H.G. no. 681/2011 on the approval of the Code of Doctoral Studies, with subsequent completions and amendments, and with other decisions of the West University Senate.

12.3. This agreement represents the will of the contracting parties and was concluded in 3 original copies, today, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of which one copy is kept in the personal file of the Ph.D student, one copy for the Ph.D student and one copy for the doctoral supervisor.

**Doctoral Supervisor, Ph.D student,**

**Interim CDS Director, Legal advisor,**

**Prof. univ. Dr. Dana PERCEC Nadia TOPAI**