



**LEARNING AGREEMENT FOR DOCTORAL STUDIES**

No. \_\_\_\_\_ of October 2, 2023

**CHAPTER I. Legal basis**

**Article 1.** This Agreement is executed pursuant to the National Education Law no. 1/2011, the Government Decision no. 681/2011 approving the Code of Doctoral Studies, as subsequently amended and supplemented, the Order of the Minister of Education and Scientific Research no. 6102/2016 on the general framework for the organization and conduct of admissions to bachelor's, master's and doctoral studies.

**CHAPTER II. Parties to the Agreement**

**Article 2.** This Agreement is executed by and between the following parties:

**(1) Carol Davila University of Medicine and Pharmacy of Bucharest**, headquartered in Bucharest, 37 Dionisie Lupu St., District 2, as an accredited higher education institution and an institution organizing doctoral studies (hereinafter referred to as the *IODS*), represented by its Rector—Prof. Viorel Jinga, M.D., the CDS Director—Prof. Valentina UIVAROȘI, Pharm.D., and the CFO Liviu Marian MATAAC.

**(2) Mr./Ms.** \_\_\_\_\_, having his/her domicile (permanent address) in the city/town/village of \_\_\_\_\_, \_\_\_\_\_ Street, No. \_\_\_\_, Building \_\_\_\_, Entrance \_\_\_\_, \_\_ Floor, Apt. \_\_\_\_, County \_\_\_\_\_, **e-mail** \_\_\_\_\_, phone number \_\_\_\_\_, born in the city/town/village of \_\_\_\_\_ on \_\_\_\_\_ (date), identified by ID \_\_\_\_\_, series \_\_\_\_, no. \_\_\_\_\_, Personal Identification Number \_\_\_\_\_, enrolled on **October 2, 2023**, as **doctoral student** at the IODS on a

- **tuition-free place**       **with a scholarship**
- without a scholarship**



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or a

- fee-based place

in the field of doctoral studies  Medicine/ Dentistry/ Pharmacy.

and

(3) Prof. \_\_\_\_\_  
M.D./D.M.D./Pharm.D., having his/her domicile (permanent address) in the city/town/village  
of \_\_\_\_\_, \_\_\_\_\_ Street, No. \_\_\_\_, Building \_\_\_\_,  
Entrance \_\_\_\_, \_\_ Floor, Apt. \_\_\_\_, County \_\_\_\_\_, born in the city/town/village of  
\_\_\_\_\_ on \_\_\_\_\_ (date), identified by ID \_\_\_\_\_, series \_\_\_\_, no.  
\_\_\_\_\_, Personal Identification Number \_\_\_\_\_, as *doctoral  
advisor* of the doctoral student.

The selected research topic is:  
\_\_\_\_\_  
\_\_\_\_\_.

The language in which the doctoral thesis will be prepared and defended:  Romanian/  
English/ another world language, i.e., \_\_\_\_\_.

(4) After completing the admissions procedure and signing the learning agreement for doctoral  
studies, the admitted individual becomes a doctoral student for the duration of the doctoral  
program pursuant to Article 39(2) of Government Decision no. 681/2011 approving the Code  
of Doctoral Studies. (Usually, the duration of doctoral programs within higher education in  
human medicine and pharmacy is four (4) years). The status of doctoral student ceases upon  
the award of the doctoral degree or upon the issuance of the expulsion order.

### CHAPTER III. Object of the Agreement



**Article 3.** The object of this Agreement is the conduct of the activities within the doctoral program; this Agreement governs the relationship of the University, the doctoral student and the doctoral advisor, stipulating the rights and obligations of its signatories in accordance with the laws in force, the orders of the competent minister, the provisions of the University Charter, the decisions of the Council for Doctoral Studies and of the University Senate, and the Regulations for the organization and conduct of doctoral studies, hereinafter referred to as the Regulations.

#### **CHAPTER IV. Duration of the Agreement**

##### **Article 4.**

(1) This Agreement will be effective for the entire duration of the doctoral studies, i.e., **from October 2, 2023, to September 30, 2027.**

(2) If the doctoral student, regardless of the type of funding (i.e., fee-based/tuition-free education), fails to complete his/her thesis within the time limit established herein for good reasons, he/she may request an extension of one (1) to no more than two (2) years, with the approval of the University Senate, at the proposal of the doctoral advisor, in which case the doctoral student must pay for the year(s) of extension the tuition fee in the amount established in the year of his/her enrollment in doctoral studies.

(3) Doctoral studies may be interrupted for good reasons, as established in the Regulations of the doctoral school. The duration of such studies will be extended by the cumulative periods of the approved interruptions, in accordance with the Regulations and the provisions hereof.

(4) The extension referred to in paragraph (2) and the extension referred to in paragraph (3) must be laid down in addenda to the learning agreement for doctoral studies.

(5) If the doctoral student fails to complete his/her thesis within the term limit established according to the learning agreement for doctoral studies and any addenda thereto, the doctoral student has a grace period of no more than two (2) years to complete and publicly defend the thesis.

(6) During the extension/interruption/grace period, the doctoral student is not entitled to a stipend provided from the doctoral grants specified in Article 52 of Government Decision no. 681/2011.



## **CHAPTER V. Rights and obligations of the parties**

### **Article 5. Rights of the University:**

- (a) Establishes the conditions for the schooling, extension, interruption, expulsion or re-enrollment of the doctoral student;
- (b) Monitors the way in which the doctoral student performs his/her obligations arising from his/her status of doctoral student, as set forth in the Regulations, as well as the way in which the doctoral student performs his/her obligations hereunder;
- (c) Punishes the doctoral student if he/she fails to perform the contractual obligations he/she has assumed and fails to comply with the schedule established hereunder;
- (d) Establishes the frequency of and minimum requirements for the doctoral students' scientific reports;
- (e) Establishes the amounts and payment due dates for the tuition fees for doctoral students enrolled in fee-based education.

### **Article 6. Obligations of the University:**

- (a) Organizes doctoral studies;
- (b) Provides training to the doctoral student;
- (c) Provides appropriate organizational and technical conditions for education and research by making available the University's documentation and research infrastructure to the doctoral student;
- (d) Organizes the public defense of the doctoral thesis;
- (e) Ensures the confidentiality of the doctoral student's personal data according to law;
- (f) Issues upon request the documents that certify the applicant's doctoral student status, according to law;
- (g) Monitors and evaluates the activity of the doctoral student throughout the doctoral studies;
- (h) Encourages the publication of the doctoral student's scientific results in specialist journals.



**Article 7. Rights of the doctoral student:**

- (a) To be awarded the doctoral degree and diploma in the scientific field in which he/she was enrolled as a doctoral student, according to law;
- (b) To be included, with the consent of the doctoral advisor, in research projects conducted in the University;
- (c) To use the laboratories, lecture and seminar rooms, reading rooms, libraries and other means provided by the University for professional training as well as for cultural and sporting activities;
- (d) To receive support, guidance and supervision from the doctoral advisor and the advisory committee;
- (e) To participate in the seminars or working meetings of R&D staff within the IODS when topics relevant to his/her doctoral studies are discussed;
- (f) To be represented in the decision-making bodies of the CDS/doctoral school;
- (g) To enroll for the classes and seminars organized by other doctoral schools;
- (h) To work with teams of research scientists within the IODS or within R&D units that have executed institutional agreements or partnerships with the IODS;
- (i) To access national or international mobility opportunities;
- (j) To receive institutional support to attend scientific conferences or congresses, workshops, summer/winter schools and national and international seminars in the field of expertise pertaining to his/her doctoral thesis;
- (k) To participate in scientific sessions organized by the doctoral school and/or the IODS;
- (l) To be informed of the curriculum of the doctoral studies within the doctoral school;
- (m) To use protective equipment while performing practical assignments in toxic environments, according to the occupational safety rules;
- (n) To participate in the training modules organized by the University within the advanced academic training program;
- (o) To be granted an interruption of doctoral studies, according to the Regulations, in the following cases:
  - (1) sick leave certified by specialist physicians;
  - (2) prenatal or postnatal leave, according to law;
  - (3) parental leave, according to law;



- (4) force majeure events.
- (p) To request that the management of the IODS terminate the Agreement via an application to withdraw from the doctoral program (only after having paid any financial debt to the University);
- (q) To withdraw for a 48-hour period the original study documents that he/she has submitted.

**Article 8. Obligations of the doctoral student:**

- (a) To conduct the activities specific to doctoral studies, according to the Regulations and this Agreement;
- (b) To be aware of and comply with the Regulations for the organization and conduct of doctoral studies; to comply with the University rules and regulations, behaving in a manner appropriate to the status of doctoral student at the University;
- (c) To comply with the schedule established together with the doctoral advisor and to perform his/her obligations to defend papers and present the results of his/her research;
- (d) To present—annually or whenever requested—activity reports before the doctoral advisor and the advisory committee;
- (e) To be in constant contact with the doctoral advisor;
- (f) To observe institutional discipline rules;
- (g) **To achieve the following minimum national standards, as established by Order of the Minister of National Education no. 5110 of September 17, 2018, published in the Official Gazette (Part I) no. 817 of September 24, 2018, for the award of the doctoral degree:**

**☐ Field of Medicine**

1. Publishing as first author, sole author or corresponding author at least three (3) scientific articles that contain results from the thesis content, of which:
- (a) At least one (1) article must be published in an ISI-indexed journal (Clarivate Analytics) with an impact factor (IF)  $\geq 0.5$ ;
- (b) At least two (2) articles must be indexed in the PubMed database.

**☐ Field of Dentistry**



1. Publishing as first author, sole author or corresponding author at least two (2) scientific articles, of which:
  - (a) At least one (1) scientific article must be published in an ISI-indexed journal;
  - (b) At least one (1) scientific article must be published in a PubMed-indexed journal.

**□ Field of Pharmacy**

1. Publishing the results of the doctoral thesis as author, as follows:
    - (a) At least one (1) article published in an ISI-indexed journal with an IF > 0.5;
    - (b) At least two (2) scientific articles published in PubMed- or BDI-indexed journals or one (1) article published in an ISI-indexed journal.
  2. The articles specified in point (1) letters (a) and (b) may be original research or review articles, but at least two (2) articles must be original research articles.
  3. The doctoral student must be the lead author (first author, corresponding author, co-author) of all scientific articles and the first author for at least one (1) article.
- (h) To mention his/her affiliation with the Carol Davila University of Medicine and Pharmacy of Bucharest on any paper prepared during the doctoral studies;
  - (i) To perform teaching activities (4–6 hours/week) at the request of the doctoral advisor;
  - (j) To take responsibility for the accuracy of the data and information presented in the thesis as well as the accuracy of the opinions and demonstrations provided in the thesis;
  - (k) To comply with the rules of good conduct in research and development, including the obligation not to fabricate results or replace results with fictitious data, as well as the obligation not to plagiarize results or publications of other authors; the doctoral student is directly responsible for compliance with quality or professional ethics standards, including for ensuring the originality of the thesis content;
  - (l) To respond to the requests of the doctoral, including any requests regarding the reporting of doctoral research results;
  - (m) To pay the tuition fees as and when provided for herein;



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- (n) To notify the Registrar's Office of the IODS in writing of any change in his/her personal data and contact data (name, domicile, phone number, e-mail address, etc.). If the doctoral student changes his/her contact data and fails to notify the Registrar's Office of the IODS of this matter, he/she is fully liable for any consequences arising from such default and for any failure in the notification of documents of personal interest.

**Article 9. Rights of the doctoral advisor:**

Pursuant to the Regulations, the National Education Law no. 1/2011 and other specific regulatory documents, the doctoral advisor is granted, inter alia, the following rights:

- (a) To participate in competitions for doctoral grants;
- (b) To supervise and evaluate the activity of the doctoral student within the doctoral program, according to professional and academic autonomy, monitoring the fulfillment of the doctoral program requirements and observing the professional interests of the doctoral student;
- (c) To propose the members of the doctoral committee;
- (d) To benefit from an unbiased internal and external evaluation in accordance with the specific evaluation methodology;
- (e) To be aware of the methodology against which he/she is evaluated (for both internal and external evaluations);
- (f) To be informed of the results of his/her internal and external evaluations;
- (g) To refuse to supervise a doctoral student if the doctoral advisor is involuntarily placed in a conflict of interest;
- (h) To request that the Doctoral School Council terminate his/her supervision of a doctoral student;
- (i) To select a doctoral candidate for a vacancy under his/her supervision and to propose the enrollment of a doctoral student;
- (j) To request that the Doctoral School organize an admissions competition for each doctoral student vacancy under his/her supervision;
- (k) To decide the study elements of the advanced academic training program in which the doctoral student must participate;
- (l) To provide joint supervision in doctoral and scientific research mobilities.





**Article 10. Obligations of the doctoral advisor:**

- (a) To continuously monitor the way in which the doctoral student performs his/her activities within doctoral studies;
- (b) To provide each doctoral student with scientific, professional and ethical supervision;
- (c) To propose research topics;
- (d) To provide the conditions required and to stimulate the progress of doctoral students in the research they conduct;
- (e) To monitor and objectively and thoroughly evaluate each doctoral student;
- (f) To support the mobility of doctoral students;
- (g) To avoid the occurrence of conflicts of interest in the supervision of doctoral students;
- (h) To take the steps necessary to involve the doctoral student in research projects;
- (i) To provide the doctoral student with specialized guidance over the course of the doctoral studies with a view to having the doctoral student prepare a doctoral thesis that meets the requirements for the award of the doctoral degree in the field in which the doctoral student enrolled, and to provide full support to the doctoral student in achieving the result indicators set forth herein;
- (j) The doctoral advisor is responsible for the structure, content, conduct and organization of the doctoral student's scientific research program;
- (k) The doctoral advisor is directly responsible for the doctoral student's scientific path and must take all necessary measures to provide the doctoral student with the conditions, knowledge and information required to maximize his/her chances of completing the doctoral program;
- (l) The doctoral advisor is jointly liable with the author of the thesis for compliance with quality or professional ethics standards, including for ensuring the originality of the thesis content.

**CHAPTER VI. Funding of doctoral studies**

**Article 11.** Doctoral studies are funded from the state budget by doctoral grants with/without a stipend (scholarship) or from tuition fees in the amounts approved by the University Senate.



(1) The amount of the stipend for the doctoral student who was admitted on a tuition-free place with a scholarship is that established by the Ministry of Education, does not exclude other forms of remuneration provided for by the laws in force and will be notified to the doctoral student.

**Article 12.** The amounts and payment due dates for doctoral students enrolled in fee-based education.

(1) Romanian or EU nationals who are enrolled as doctoral students in fee-based education must pay the tuition fee in the amount of 15,000 RON/year of study in three (3) installments:

- **First installment: 50% of the annual tuition fee by the deadline of October 15;**
- **Second installment: 25% of the annual tuition fee by the deadline of February 28;**
- **Third installment: 25% of the annual tuition fee by the deadline of May 31.**

(2) Non-EU nationals who are enrolled as doctoral students in fee-based education must pay the tuition fee in the amount of 7500 EUR/year of study in three (3) installments:

- **First installment: 50% of the annual tuition fee by the deadline of October 15;**
- **Second installment: 25% of the annual tuition fee by the deadline of February 28;**
- **Third installment: 25% of the annual tuition fee by the deadline of May 31.**

(3) By way of exception, for the first year of study, the **first installment** must be paid by **September 1**.

**Article 13.** Suspension of the doctoral student status.

(1) Payment of the annual tuition fee that is past due by 30 days, calculated from the day following the due date, automatically entails the suspension of the doctoral student status.

(2) The suspended individual will be reinstated as a doctoral student only after paying the overdue installment plus a fee of 500 RON for doctoral student reinstatement.

**Article 14.** A thesis defense fee in the amounts specified below is charged for defending the thesis after more than six (6) years of doctoral studies:

- 3000 RON for doctoral students that are Romanian or EU nationals;
- 1500 EUR for doctoral students that are non-EU nationals.



**Article 15.** Missing the installment due dates by more than 30 days automatically entails the doctoral student's expulsion.

## **CHAPTER VII. Amendment and termination of the Agreement**

### **Article 16.**

(1) The learning agreement for doctoral studies is terminated:

- (a) At the completion of the doctoral studies by the public defense of the doctoral thesis and the award of the doctoral degree;
- (b) On the date when the University management approves the doctoral student's application to withdraw from the doctoral program but only after the student having discharged his/her financial obligations to the University (if any);
- (c) On the date when the University management approves the doctoral student's application to transfer to another institution organizing doctoral studies;
- (d) On the date when the University management issues the expulsion order.

The obligations due by the termination of the Agreement must be performed in accordance with the contractual terms.

(2) In the event of the doctoral student's expulsion, the learning agreement for doctoral studies is terminated without court intervention or any other formalities via the issuance of the expulsion order by the University management, without notice of default or any other formality or court intervention being required. The University is entitled to payment by the doctoral student of any accrued debts, related penalties and/or property damage.

## **CHAPTER VIII. Miscellanea**

**Article 17.** The advanced academic training program is conducted during the first year of study based on a curriculum approved by the University Senate. The doctoral advisor will decide the entire path of the doctoral student—from enrollment to thesis defense.

### **Article 18.**

(1) If doctoral studies are provided under joint supervision, the doctoral student will work under



the joint supervision of a doctoral advisor in Romania and a doctoral advisor abroad or under the joint supervision of two doctoral advisors from different institutions in Romania, based on a written agreement executed by the organizing institutions involved.

(2) Doctoral studies under joint supervision may also be organized if the doctoral advisors are part of the same IODS but have different specializations/fields of study.

(3) A principal doctoral advisor must be established for doctoral studies under joint supervision. The doctoral student will be counted solely toward the activity of the principal doctoral advisor, including with regard to this advisor's teaching and research workload regulation.

(4) The joint supervision agreement will be laid down in an *annex* to this Agreement.

**Article 19.** Any complaints and requests related to doctoral studies must be submitted to the Registrar's Office of the Doctoral School, which will then refer them to the Doctoral School Council and/or the Council for Doctoral Studies for resolution pursuant to the Government Decision no. 681/2011 and the Regulations for the organization and conduct of doctoral studies.

## CHAPTER IX. Final provisions

**Article 20.** The provisions hereof are accordingly supplemented by the provisions of Law no. 1/2011 and of the regulatory documents which govern the organization and conduct of doctoral studies as well as the provisions of the internal rules governing this field.

**Article 21.** Any amendment or addition hereto will be carried out only by written agreement of the parties and requires the execution of an addendum according to law. The Agreement is amended by operation of law in the event of changes to the laws on the organization and conduct of doctoral studies.

**Article 22.** Force majeure, as defined by law, entails the suspension of the Agreement performance and holds harmless the party claiming it within five (5) days of the occurrence thereof.



**Article 23.** Disputes related to the execution, performance, amendment, suspension or termination of this Agreement will be settled amicably. If an amicable settlement cannot be reached, disputes will be settled by a court with subject-matter and territorial jurisdiction, according to law.

**Article 24.**

(1) The doctoral student agrees to the processing of his/her personal data concerning his/her status of enrolled student, despite the fact that Article 5(2)(c) of Law no. 677/2001 for on the protection of individuals with regard to the processing of personal data and on the free movement of such data stipulates that the consent of the data subject is not required where the processing is necessary for the purposes of complying with a legal obligation of the controller and where the processing is necessary for the performance of measures in the public interest or related to the exercise of public powers vested in the third party or controller to whom the data is disclosed.

(2) The doctoral student and the doctoral advisor agree for the doctoral thesis—published on the national platform according to legal requirements—to specify both the name of the doctoral student and the name of the doctoral advisor.

**Article 25.** Any communications and notices between the doctoral student and the doctoral school will be sent only via institutional e-mail addresses.

**Article 26.** This Agreement was executed today, **October 2, 2023**, at the Carol Davila University of Medicine and Pharmacy of Bucharest, in three (3) copies, one for the IODS, one for the doctoral student and one for the doctoral advisor.

**Prof. Viorel JINGA, M.D.**

**RECTOR**



# CAROL DAVILA UNIVERSITY OF MEDICINE AND PHARMACY OF BUCHAREST



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## CAROL DAVILA UNIVERSITY OF MEDICINE AND PHARMACY OF BUCHAREST

**Prof. Valentina UIVAROȘI, Pharm.D.**

*(Signature)*

**CDS Director**

**Prof. \_\_\_\_\_,**

**M.D./D.M.D./Pharm.D.**

**DOCTORAL ADVISOR**

*(Signature)*

**Mr./Ms. \_\_\_\_\_**

**DOCTORAL STUDENT**

*(Signature)*

**Econ. Liviu Marian Matac**

**CFO**

*(Signature)*

**Endorsed by the Legal & Litigation**

**Department**

*(Signature)*