**Student Sponsorship Contract for Ph.D. Scholarship**

by and between:

[**Name of company**] having its principal place of business in …………………………..., at the address: …………… ………………………………...……………………………………………e-mail: ………………, duly represented by …………………………………………….………, [position held in company, Name], hereinafter referred to as "**CCC**",

and

[**Name of student**], having the address ………………………………………………………….., e-mail: …………………. enrolled in the academic year 2017-2018 in the Doctoral School of Automatic Control and Computers, University Politehnica of Bucharest, as tax paying Ph.D. student in the doctorate domain [System Engineering / Computers and IT], hereinafter referred to as “**Ph.D student**”.

**CCC** and **Ph.D. student s**hall be hereinafter referred to individually as the "**Party**" or jointly as the "**Parties**".

The Parties agree to sign the present Sponsorship Contract for Ph.D. Scholarship, in the framework created by the partnership research for an Industrial Agreement of Training through Doctoral Research IATDR xx, and in conformity with the Romanian Civil Code, the Law no. 32 / 1994 of the Ministry of Finance with all its subsequent modifications, the Law concerning the Fiscal Code no. 227 / 2015 (Art. 62, Chapter 1, Title IV) and the Law concerning Private Scholarships no. 376 / 2004.

**I. Scope of the Contract**

1. The scope of the present contract is the funding granted by CCC to the Ph.D. student for [his / her] doctoral study fee perceived annually by the University Politehnica of Bucharest, hereinafter referred to as UPB, and for [his / her] doctoral research work [title of project] which will be carried out in the framework of the Partnership Research for an Industrial Agreement of Training through Doctoral Research IATDR xx.
2. The company CCC and the Ph.D. student who is enrolled in a tax paying doctoral program of the Doctoral School of Automatic Control and Computers (DSAC) within A&C in UPB have decided to enter an Industrial Agreement of Training through Doctoral Research. CCC entrusts the Ph.D. student a research project [title of project] that is strategic for its socio-economic development, and the Ph.D. student accepts to work out this research project as [his / her] doctoral thesis.
3. In this scope CCC will pay the Ph.D. student the amount of [value of UPB annual doctoral fee] for the annual doctoral study fee and the amount of [min. 12000 euro net, equivalent in lei] as annual scholarship for [his / her] research work [“title of research project”], for a period of three years.
4. The amount of [value of UPB annual doctoral fee] for the first year of doctoral study fee will be paid in maximum one week from the Parties signing the present contract, and for the second and third year of doctoral studies during the second week of October. The scholarship of [min. 12000 euro, equivalent in lei] for the Ph.D. student’s research work [“title of research project”] will be paid on the 15 of each month in amount of [min. 1200 euro, equivalent in lei] starting with November, for 36 months. The payment will be done by CCC in the Ph.D. student’s [name of student] account ……………………………......... at the bank …………………………….. …………..

**II. Obligations of the Parties**

**II.1 The Sponsor (CCC company)**

1. CCC supports the Ph.D. student in performing scientific research to prepare and defend [his / her] doctoral thesis [title of thesis] in the following imposed conditions:

* Title of research project, coincides with the thesis’ title: …………………………….
* Research objectives: …………………….
* Expected results of the research: ……………………………………
* Suggested research methodology and framework for solution development: ……………… …………………………….
* Experiments / simulations to be performed: …………………………………………..
* Case studies to be included: ………………………………….

1. CCC will assure advanced industrial training for the Ph.D. student [name of student] during his or her doctoral study, to give the Ph.D. student professional research experience in the CCC company that seeks to benefit from it.
2. The CCC company will host in its research site and supervise the doctoral student [name of student] during periods of time of his / her research work, in the following partition established with the research laboratory [title of A&C Res. Lab.] of the faculty of Automatic Control and Computers (A&C), UPB:

* First year of doctoral study: xx in CCC and yy in [title of A&C Res. Lab.].
* Second year of doctoral study: xx in CCC and yy in [title of A&C Res. Lab.].
* Third year of doctoral study: xx in CCC and yy in [title of A&C Res. Lab.].

1. CCC will designate as scientific tutor [Mr. / Mrs. name of tutor] to supervise the 3-year research work of the Ph.D. student, and conduct [his / her] activities during the time periods the student spends in CCC’s location. The scientific tutor will also characterize the doctoral student’s activity in each of the six bi-annual activity reports written by the Ph.D. student.
2. CCC will make available the following infrastructure for the student’s research, to permit the achievement of the conditions specified at point 5 of this contract………………………………….
3. The CCC company will allow the doctoral student to attend courses set up in the thesis’ domain by the doctoral school DSAC and possibly by other organizations and will allow [him / her] the necessary time to write up the thesis, activity reports and scientific publications related to the research work performed.
4. CCC will nominate one representative as member of the IATDR xx evaluation and follow-up committee, set up for: the evaluation of the research proposal, the selection of the Ph.D. student [name of student] whom the doctoral project [title of project] is assigned, and the follow-up of the research work.
5. One month prior to the termination date of the present Student Sponsorship Contract for Ph.D. Scholarship and thesis defence, based on the 6th activity report received, CCC will send by electronic means final evaluation questionnaires to the: scientific tutor, thesis director and doctoral student in order to appraise the scientific results, impacts, defence perspectives, future of the doctoral student, and quality of the partnership. The feedback from these filled-in questionnaires will be used by the company to assess whether the expected results have been obtained in the research project, which is their value and utility for the company’s business, which is the quality of the student’s work and the contributions brought in the future perspective of hiring him / her, and finally to validate the payment of the IATDR xx Ph.D. scholarship.
6. CCC will effectively make the payment of the Ph.D. student’s scholarship in the amounts and at the terms specified at point 4 of this contract, as long as the conditions for granting the present Ph.D. research scholarship and the conditions in which it is carried out correspond.

**II.2 The Beneficiary (Ph.D. student)**

1. The Ph.D. student, beneficiary of the sponsorship for Ph.D. Scholarship, enrolled in the DSAC affiliated to A&C in UPB as tax paying doctoral student in the domain [System Engineering / Computers and IT] starting with the academic year 2017-2018, engages [himself or herself] in carrying out the research work necessary to realize the project [title of project] as doctoral thesis.
2. The Ph.D. student will use at the best [his / her] knowledge, professional skills and creativity to finalize [his / her] doctoral thesis [title of project] in three years in the scientific and technical conditions specified at point 5 of the present contract and obtain the expected results.
3. The Ph.D. student will devotes 100% of [his / her] time, which is shared between the company CCC and the academic laboratory [title of A&C Res. Lab.], to research work, according to the partition defined at point 7 of this contract.
4. The Ph.D. student will work during his research program with the scientific tutor designated by CCC (the sponsor) to supervise [his / her] 3-year research work, and conduct [his / her] activities during the time periods the student spends in CCC’s location.
5. The Ph.D. student will write bi-annual activity reports according to the model in Annex 1 of the present contract, describing the progress and results of [his / her] doctoral work; the reports will be also signed by the scientific tutor from the company and the thesis director from the academic laboratory [title of A&C Res. Lab.]. These activity reports must be handed to the IATDR xx evaluation and follow-up committee every 6 months, the last one being handed one month before starting the procedure of thesis defence and termination of this sponsorship contract.
6. The Ph.D. student engages [himself / herself] to strictly use the amount of [value of UPB annual doctoral fee] paid by CCC at the terms specified at point 4 of the present contract for the payment of [his / her] annual doctoral study fee to UPB until the end of October in each of the 3 years of doctoral study. [He / she] will transmit copies of the three study fee payment receipts to CCC.

**III. Duration of the Student Sponsorship Contract**

1. The present Student Sponsorship Contract for Ph.D. Scholarship is drawn up for a period of thirty-six months starting from the date of effect formally stipulated in the contract and validated by the signatures of Parties. This period may be extended to a maximum of forty-eight months with the agreement of the CCC company and if the legal UPB conditions of extending the duration of the student’s doctoral studies are met.
2. No annual extension of the Student Sponsorship Contract for Ph.D. Scholarship may be authorised by way of derogation.
3. The Student Sponsorship Contract for Ph.D. Scholarship may nevertheless be extended in the case of significant interruption of the doctoral student’s studies in conditions set out in article 23.

**IV. Early suspension or termination of the Student Sponsorship Contract**

1. The present Student Sponsorship Contract for Ph.D. Scholarship and the payment of the associated subsidies may be suspended in case of a prolonged interruption of the doctoral student’s work (illness lasting over one month, maternity leave, etc.). Upon resumption, the sponsorship contract is thus extended by the period of suspension. The A&C research laboratory consequently agrees to inform CCC of any work interruption by the doctoral student lasting one month or more.
2. The discontinuation of the Student Sponsorship Contract for Ph.D. Scholarship, on the same date, leads to discontinuation of the payment of the subsidies.
3. In all cases, CCC reserves the right to suspend or terminate the present Student Sponsorship Contract for Ph.D. Scholarship if: the conditions of its implementation obviously do not comply with the general terms and conditions or specific conditions leading to the sponsorship of the Ph.D. student’s doctoral work, or if no progress of the research work is identified, or major difficulties and delays in the preparation of the doctoral thesis are detected after any period of six months described in the Ph.D. student’s activity report. In such cases, if CCC and the A&C faculty establish that the Ph.D. student is solely responsible for the low quality of the research and absence of results established in Art. 5 of the present contract, CCC may request that the student pays back all or part of the subsidies granted in cases, repayment request which will be accepted and made by the Ph.D. student
4. The Ph.D. student’s enrolment at the Doctoral School SDAC affiliated to the academic research laboratory [title of the A&C Res. Lab.] that supervises the work must cover the duration of the Student Sponsorship Contract for Ph.D. Scholarship. Withdrawal of the student [name of student] from the UPB doctoral study program, at whatever date, leads to the termination of the Student Sponsorship Contract for Ph.D. Scholarship and subsidy payment.

**V. Confidentiality and intellectual property**

1. The Ph.D. student engages [himself / herself] to consider as confidential any information to which it might have access in any form inclusively during [his / her] activities in CCC’s location, concerning the sponsoring company. The Ph.D. student also engages [himself / herself] to utilise not the informations and/or results obtained during [his / her] doctoral research for any other scope than the one agreed in the present contract – achievement of [his / her] Ph.D. thesis, and to disclose not such informations or results to third parties without the prior authorisation of the sponsor CCC. This rule refers especially to scientific publications, communications and conferences. Consequently, the Ph.D. student engages [himself / herself] to ask and obtain the prior written acceptance of the CCC company for any written or oral communication concerning the subject, solution and results of the thesis during the period of this sponsorship contract.
2. Concerning the confidentiality and intellectual property aspects including patents, dissemination, publication and use of results that might be obtained during the sponsored research work of the Ph.D. student, CCC engages itself not to obstruct the conditions officially imposed by the Code of academic studies of doctorate approved through the Government Decision no. 681/2011 and the CNATDCU Committee 15 Decision of 2017 regarding specific standards of Ph.D. theses evaluation in the System Enginering and Computers and IT domains and the student’s obligation to publish partial results of [his / her] doctoral research work.
3. If the doctoral research performed by the Ph.D. student generates patentable results exploitable for economic gains, the patent right belongs equally to the CCC company because the invention eventually realized by the student can be assimilated with “doctoral assignment”; the CCC company will be co-owner of patents generated during the sponsored Ph.D. scholarship.
4. The company CCC, sponsor of the research program of the Ph.D. student benefits from a license of results exploitation (patent and / or knowhow), eventually exclusively in its domain of activity.
5. The Ph.D. student engages [himself / herself] to provide [his / her] signature, even after the termination of the present Student Sponsorship Contract for Ph.D. Scholarship, for any procedure needed to obtain a patent resulted from [his / her] doctoral research work.

**VI. Force majeure**

1. The force majeure exonerates the liability of the Parties for performing with delay or unsatisfactorily the obligations assumed through the present contract.
2. The meaning of “force majeure” in Art. 33 is an event that must be external to both Parties, unforeseeable and unavoidable, which occurs after signing the present sponsorship contract, which interrupts the expected course of events and restricts the Parties from fulfilling their obligations.
3. The Party that invokes the force majeure must notify to the other Party within 24 hours the event’s occurrence and take all possible measures in order to limit its consequences.
4. If the event does not come to an end in 30 days from its appearance, the Parties have the right to notify the termination of the present contract, none of them having the right to ask for damages.

**VII. Contract effects and unforeseenness**

1. The Parties are held to accomplish their obligations stipulated in the present contract in accordance to Art 1.271 of the New Civil Code, even if the execution of these obligations is subject to certain difficulties. In this respect, if the progress of the thesis work reveals after any period of six months differences from the initial specifications, then CCC and A&C through its Doctoral School DSAC and research lab. [title of A&C Res.] shall examine the opportunity to change or adapt the operating conditions expressed at point 5 of this contract, or terminate it.
2. The change or adaptation of the operating conditions of the research project and hence of the doctoral thesis are applicable only if:

* Significant changes in the context of thesis realization occurred after signing the present contract.
* These changes and their duration could not have been reasonably foreseen by the Ph.D. student at the moment of signing the contract.
* The Ph.D. student has tried in good faith in a reasonable time interval to adapt his research activity to the new circumstances that occurred.

1. Similarly, if for circumstances that occurred after signing the present contract, and which could not have been reasonably foreseen by CCC, the company is not able to pay for two consecutive months the stipend to the doctoral student, CCC and the Ph.D. student assisted by the DSAC and [title of A&C Res. Lab.] shall examine the opportunity to change or adapt the payment conditions of the scholarship expressed at point 4 of this contract or terminate it. In any of these cases:

* The company will have to pay in continuation the annual doctoral fee of the Ph.D. student, for the number of years remaining from the period of three years agreed in the present contract.
* Reducing the monthly scholarship paid to the Ph.D. student will imply changes in the realization conditions of the doctoral research with respect to the company’s benefits initially expressed at point 5 of this contract.

1. Any additional clause or change in the thesis’ specifications initially agreed in conformity with article 5 of the present sponsorship contract, or in the scholarship payment conditions initially agreed in conformity with article 4 of the present sponsorship contract shall be signed if the Parties (CCC and Ph.D. student) agree to modify the respective conditions of the research implementation or scholarship payment.

**VIII. Notifications between the Parties**

1. Any notification concerning the execution of this contract, sent by one Party to the other, will be made in written or by e-mail at the addresses specified at the beginning of this contract.
2. Oral notifications concerning the execution of this contract will be not considered unless they are confirmed in one of the modes mentioned in article 40 of this contract.

**IX. Settling disputes**

1. The Parties consent to solve amiably any problems deriving from the present contract that may result from its interpretation, execution or termination.
2. In the case that the eventual dispute cannot be solved amiably, the Parties will address themselves to legal competent courts.
3. The Parties accept that only the courts of Bucharest are competent to settle any dispute resulting from the present sponsorship contract.

**X. Final clauses**

1. The present Student Sponsorship Contract for Ph.D. Scholarship assures the implementing framework of the Industrial Agreement of Training through Doctoral Research IATDR xx established between the CCC company and the A&C faculty for the doctoral research and thesis of [Mr / Miss name of student].
2. Any changes of the present sponsorship contract will be edited as additional terms and conditions in legal attachments extending the present contract.
3. The financial sponsorship for Ph.D. scholarship of [name of student] will be registered in the accounting files of the CCC company, based on the documents that attest the execution of payments.
4. The present contract has been drawn up in two identical copies, one copy for each Party

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**The CCC Company**  **The Ph.D. student**

Authorized Signature Authorized Signature

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Position, Name Name

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Date: ..................., 2018 Date: ……………..., 2018