**Partnership Research Contract for an**

**Industrial Agreement of Training through Doctoral Research**

**IATDR no. xx / date**

by and between:

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

and

The **Faculty of Automatic Control and Computers**, within the University Politehnica of Bucharest, with its location at the address: 313, Spl. Independentei, sector 6, 060042 Bucharest, Romania, duly represented by Adina Magda Florea, Dean of the Faculty, hereinafter referred to as "**A&C**".

**CCC** and **A&C** shall be hereinafter referred to individually as the "**Party**" or jointly as the "**Parties**".

**I. Scope of the IATDR xx Partnership Research Contract**

1. The Parties agree to cooperate in the scope of setting up an Industrial Agreement of Training through Doctoral Research (IATDR xx), starting with the academic year 2017-2018.
2. IATDR xx aims at fostering the development of public-private partnership research in the domain [System Engineering / Computers and Information Technology] and placing doctoral students in advanced industrial training situation. This involves an association between three parties:

* The company CCC, that recruits [name of Ph.D. student], a master graduate or equivalent, enrolled in a tax paying doctoral program of the Doctoral School of Automatic Control and Computers (DSAC) within A&C in University Politehnica of Bucharest (UPB), on the basis of a doctoral training internship and entrusts him / her with the research theme [title of project] that is strategic for its socio-economic development. The work becomes the subject of the student’s doctoral thesis.
* The Faculty of Automatic Control and Computers (A&C) within the University Politehnica of Bucharest (UPB) that supervises through its Research Laboratory [title of A&C Res. Lab.] and its Doctoral School of Automatic Control and Computers the Ph.D. student’s work.
* The Ph.D. student [name of the student] who devotes 100% of his or her time, shared between the company CCC and the academic laboratory [title of A&C Res. Lab.] to research work. He / she benefits from dual academic - professional training. The Ph.D. student is enrolled in the DSAC within UPB, by signing a Contract of doctoral studies with the Doctoral School DSAC and the university UPB complying thus to the national framework and procedure for obtaining a Romanian national doctorate diploma.
* The IATDR xx Partnership Research Contract is indispensible for CCC to pay the subsidies to the Ph.D. student [name of student], and for the academic research laboratory [title of the A&C Res. Lab.] in A&C to coordinate the student’s doctoral research, because it establishes the general collaboration principles and rules.

1. IATDR xx will be realized by the company CCC, the faculty A&C within the university UPB and the Ph.D. student [name of student] through collaborative research and supervision, and financial sponsorship granted by the company CCC to the student as specified in Section II.

**II. Realization of the Industrial Agreement of Training through Doctoral Research IATDR xx**

1. The Industrial Agreement of Training through Doctoral Research IATDR xx will be realized in the framework created by:

* The present Partnership Research Contract.
* The IATDR xx Student Sponsorship Contract for Ph.D. Scholarship, based on which the student [name of student] receives from the company CCC a subsidy that funds his or her doctoral study fee perceived annually by UPB, and his / her research work. The annual doctoral stipend for the student’s research work is of minimum € 12000. This contract is signed by the student [name of student] with CCC for a number of three years. The IATDR xx Student Sponsorship Contract for Ph.D. Scholarship can be extended for one year with the company’s agreement and if the legal UPB conditions of extending the duration of the student’s doctoral studies are met.
* Optionally, the CCC company can fund annually through sponsorship a certain sum for the academic Research Lab. [title of Res. Lab.] within A&C in order to realize specific activities of experiments, test and validation of the scientific results obtained by the Ph.D. student during her / doctoral research, and for the dissemination of results in national and international scientific conferences. In this case a separate sponsorship contract will be signed between the parties.

1. The Industrial Agreement of Training through Doctoral Research IATDR xx will be realized in the legal context of funding university studies from private sources created by: the Law of National Education no. 1/2011 (Art. 51, 54 and 223 (2)), the Government Decision concerning the Code of Doctoral Studies no. 681/2011, Chapter IV, Art. 51, 52, the Law concerning the Fiscal Code no. 227/2015 (Art. 62, Chapter 1, Title IV) and the Law concerning Private Scholarships no. 376/2004
2. The implementation of the IATDR xx agreement will give the candidate a professional research experience in the CCC organisation that seeks to benefit from it; this is accomplished through CCC - A&C collaboration in research and doctorate sponsorship.

**III. Eligibility conditions for the IATDR xx research partnership**

1. The parties acknowledge that the eligibility conditions for the IATDR xx agreement are fulfilled:
2. Conditions related to the candidate:

* The IATDR xx candidate [name of student] is not employed by the organisation CCC, continuously or discontinuously, at the date the present Partnership Contract enters in force.
* The IATDR xx candidate [name of student] does not already hold a doctorate and has not started a thesis different from [title of thesis] in DSAC or any thesis in another doctoral school, with or without benefiting from other doctoral financial support, for whatever duration.
* In accordance with the Code of academic studies of doctorate approved through the Government Decision no. 681/2011 and the UPB Bylaw for Ph.D. admission in 2018-2019, the IATDR xx candidate [name of student] has been admitted for doctoral studies by the Doctoral school DSAC within the University UPB as tax paying doctoral student in [1st / 2nd ] 2018 admission session. The IATDR xx candidate [name of student] has also signed the Contract of Doctoral Studies with the DSAC and UPB starting with the academic year 2018-2019.

1. Conditions related to CCC (the company):

* CCC is a [big / medium / small] size organisation established on Romanian territory and part of the socio-economic sphere, having “research and development” as one of its activities, according to the Government Decision (GD) no. 57/2002 concerning the Scientific Research and Technologic Development in Romania and the GD no. 6/2011 for the modification of GD no. 57/2002, officially included and recognized in its domains of activity by the National Office of the Commerce File (ONRC).
* The research subject of the doctoral thesis [title of the research project = title of the thesis] proposed by CCC clearly corresponds to the company’s research and development objectives, as established by the IATDR xx evaluation and follow-up committee.
* The scientific value and objectives of the research subject proposed by CCC [title of the research project] are justified for a doctoral research work. The company has the capacity to host and supervise the doctoral student [name of student] during periods of time of his / her research work.
* The CCC company has the capacity to fulfil its financial sponsorship commitments under the present agreement.

1. Conditions related to A&C (the faculty’s laboratory):

* The academic research laboratory [title of A&C Res. Lab.] that supervises the student’s doctoral research is part of the A&C faculty within UPB, and the scientific coordinator [name of scientific coordinator] of the student [name of student] is member of the Doctoral School of Automatic Control and Computers in UPB and is authorized to conduct research activities using the resources of the Research Laboratory [title of A&C Res. Lab.].
* The scientific coordinator [name of scientific coordinator] supervises theses in the [“System Engineering” / “Computers and IT”] doctorate domain, has the scientific expertise and agreed to conduct the research project [title of the thesis].

**IV. Initiation and evaluation of the IATDR xx application and candidate selection**

1. The IATDR xx program can be initiated by the two parties of this Partnership Research Contract: the company CCC and A&C at any time of the year, but not later than September 1st:

* The company CCC proposes a research project, subject for a doctoral thesis in the [System Engineering / Computers and IT] domain, to the A&C’s Doctoral School of Automatic Control and Computers at any time of the year, but no later than June 1st for candidate selection in the first Ph.D. admission session organized by the DSAC in July, respectively no later than September 1st for candidate selection in the second Ph.D. admission session organized by the DSAC in September. The proposal of the doctoral project [title of research project] was made by CCC on [date of CCC proposal] according to the standard model and is included as Annex 1 of the present contract.
* An IATDR xx evaluation and follow-up committee was set up for the evaluation of the research proposal, of the candidates and selection of the Ph.D. student whom the doctoral project [title of project] is assigned, and the follow-up of the research work. The IATDR xx evaluation and follow-up committee is composed by the Director of the DSAC, one member of Commission 15 of the National Council for Certification of University Titles and Doctorates (CNATDCU), one member of the DSAC Council for the [System Engineering/Computers and IT] domain, the director of the [AII / AIS / CS] department of A&C and one representative of the CCC company
* The IATDR xx evaluation and follow-up committee has analysed the proposal [title of research project] together with the CCC company for scientific adequacy as doctoral research in the [System Engineering / Computers and IT] domain. The proposal was accepted, and an announcement was posted by the DSAC on its website (<http://doctorat.acs.pub.ro/> ) on [date of posting]. The announcement specifies the date of candidates’ evaluation and selection – one week before the admission examinations organized by the DSAC in July respectively September. For IATDR xx the date of candidates’ evaluation and selection was [date of IATDR xx candidates’ evaluation and selection in 2018].
* Annual inscriptions of the candidates for the IATDR xx program, based on written request, are accepted by the DSAC at any time after the announcement is posted in the website, but not later than the date of candidates’ evaluation and selection of the Ph.D. student whom the doctoral project [title of project] will be assigned.

1. The IATDR xx evaluation and follow-up committee analyses three components which must be all fulfilled to start the Industrial Agreement of Training through Doctoral Research IATDR xx:
2. Based on CV analysis and interview, the ANRT xx evaluation and follow-up committee selects Mr. / Mrs. [name of student] from the list of inscribed candidates, whose technical education, professional skills and results best correspond and are relevant to the research project [title of project].
3. The IATDR xx evaluation and follow-up committee analyses the scientific value and objectives of the research project [title of the research project] proposed by CCC and concludes on the adequacy of the project as doctoral research work and on the company’s capacity to supervise the doctoral student’s [name of student] research activity from the following perspectives:

* The perspective and scientific quality of the research subject and its technical-economic interest.
* The company’s commitment to support the candidate during the realisation of the research project.
* The degree in which the company’s activity corresponds and is relevant to the research project
* The company’s capacity to fulfil its financial sponsorship commitments.

1. The IATDR xx evaluation and follow-up committee analyses the capacity of the academic Research Laboratory [title of A&C Res. Lab.] of A&C to supervise the student’s doctoral research [title of project] and the expertize and availability of the scientific coordinator to conduct the research, in what concerns:

* The competence of the laboratory and the existence of the necessary infrastructure to supervise the doctoral research [title of project] and achieve the expected results.
* Its openness to partnerships with companies within the socio-economic environment.

1. Based on the analysis performed, The IATDR xx evaluation and follow-up committee has drawn a report which concludes that the components specified in 9.1-9.3 are fulfilled. This report represents the basis for the acceptance and start of the partnership research program IATDR xx.
2. After the acceptance of the IATDR xx agreement, A&C has sent one copy of the report to the company CCC and has notified the selected candidate about his / her Ph.D. scholarship that is granted by CCC.

**V. Implementing the IATDR xx partnership research program**

1. Necessary contracts to implement the doctoral research program in partnership IATDR xx
2. The company CCC and the A&C faculty within UPB formalize their partnership through the present Partnership Research Contract for an Industrial Agreement of Training through Doctoral Research IATDR no. xx. This contract includes:

* The conditions for the execution of the CCC-A&C doctoral research partnership, including: the research subject, objectives and expected results; the research methodology and framework for solution development; the experiments / simulations to be performed; the infrastructure which will be made available by the parties for the student’s work; the locations at CCC and the academic research laboratory [title of the A&C Res. Lab.] in A&C where the doctoral student will work, respectively the time periods spent in these laboratories.
* The aspects concerning the confidentiality and intellectual property of the obtained results, including patents and use of results obtained during the IATDR xx research work, and the dissemination and publication of scientific results. None of these agreements will 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 students’ obligation to publish partial results of their doctoral research work.
* The duration of the IATDR xx Partnership Research Contract for Ph.D. supervision is of three years; it can be extended for maximum one year only with the company’s agreement and if the legal UPB conditions of extending the duration of the student’s doctoral studies are met.

1. The company CCC and the selected candidate [name of student] will sign the IATDR xx Student Sponsorship Contract for Ph.D. Scholarship no later than two weeks from the beginning of the doctoral year 2017-2018 at the university UPB, i.e., October 15, 2018. This contract represents a mutual engagement of CCC and the Ph.D. student, establishing the conditions in which CCC entrusts the student [name of student] the research project [title of project] which represents the subject of the student’s doctoral thesis, and the student engages himself or herself in carrying out the research work necessary to realize the project:

* The student [name of student] has successfully passed the examination for Ph.D. admission organized in 2018 by the DSAC in UPB, and has enrolled himself / herself as Ph.D. tax paying student by signing the contract of doctoral studies with the DSAC and UPB.
* The IATDR xx Student Sponsorship Contract for Ph.D. Scholarship will include: the scientific and technical specifications of the research project; the means of following the progress of the student’s work; the details of financing of the student’s doctoral fee at UPB and of his or her research work; the rules of intellectual property rights and use of results, confidentiality and publications; the division of the doctoral student’s time between his or her sponsor (CCC) and the academic research laboratory [title of A&C Res. Lab.] in the A&C faculty, UPB.
* Through this IATDR xx Student Sponsorship Contract, CCC assures advanced industrial training for the student [name of student] during his or her doctoral study; the IATDR xx program is intended to give the candidate a professional research experience in the CCC company that seeks to benefit from it.
* CCC engages itself to provide effective corporate training of the candidate: at the end of the IATDR xx partnership the doctoral student [name of student] must be able to demonstrate genuine professional research experience. Also, at the end of the doctoral training, the doctor must be able to highlight his or her methodological and scientific achievements.
* The annual doctoral stipend for the student’s research work is of minimum € 12000, payable monthly by CCC to the student [name of student].
* The continuity of the Student Sponsorship Contract for doctoral research IATDR xx is conditioned by the favourable bi-annual reports of the IATDR xx evaluation and follow-up committee. CCC may suspend the IATDR xx partnership research program and contract, terminate it, or request that the student [name of student] pays back all or part of the subsidies granted in cases where it observes significant differences between the conditions for granting the IATDR xx and the conditions in which the research work is carried out by the student.
* The duration of the IATDR xx Student Sponsorship Contract for Ph.D. Scholarship is of three years; it can be can be extended for maximum one year only with the company’s agreement and if the legal UPB conditions of extending the duration of the student’s doctoral studies are met.

1. Doctoral training:
2. CCC and the Faculty of Automatic Control and Computers (A&C) within through its Research Laboratory [title of A&C Res. Lab.] and the Doctoral school of Automatic Control and Computers (DSAC) within UPB will collaborate for the scientific coordination and supervision of the Ph.D. student’s [name of the student] research work [title of project] in the following scientific and technical conditions agreed in common:

* 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. Throughout the duration of the IATDR xx Partnership Research Contract, the doctoral student [name of student] is supervised by both a scientific tutor designated by the CCC company and a thesis director who is a member of the Doctoral School of Automatic Control and Computers of the A&C faculty within UPB, and who is not employed full time or part time by CCC. The scientific tutor and the thesis director are formally mentioned in: the IATDR xx Partnership Research Contract and in the IATDR xx Student Sponsorship Contract for Ph.D. Scholarship; any change of these persons must be mutually notified between the parties, ad may lead to signing additional clauses in these contracts.
2. CCC and A&C agree that the Ph.D. student [name of student] shall devote at 100% his or her activity to prepare the thesis and engage themselves to support the doctoral student in the public defence of her / his thesis. The CCC company allows the doctoral student to attend courses set up in the thesis’ domain by the doctoral school DSAC and possibly by other organizations and allows him / her the necessary time to write up the thesis, activity reports, and to publish and communicate the scientific results obtained during the research work performed.
3. The 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 IATDR xx agreement. Withdrawal of the student [name of student] from the UPB doctoral study program, at whatever date, leads to the termination of the IATDR xx convention and related IATDR xx sponsorship contract.
4. The doctoral student’s thesis defence constitutes the final stage of verifying the quality of the work carried out by the student [name of student] during the IATDR xx Industrial Agreement of Training through Doctoral Research. Therefore the public defence at the time and in the conditions of quality established initially in this Agreement represent a common objective for the partiers. A&C must inform CCC about the date of the public defence or about any reasons for which it must be postponed. The completion of the defence brings the IATDR xx Agreement to an end.
5. Annual and close-out reports:
6. Bi-annual activity reports will be written by the Ph.D. student. They will be signed by the student, the technical tutor from the company, and the thesis director from the academic laboratory [title of A&C Res. Lab.], and must be handed to the IATDR xx evaluation and follow-up committee every 6 months. The last report will be written one month before starting the procedure of thesis defence at the end of the third year of the IATDR xx Agreement.
7. Each report must be written and signed by the doctoral student following the model provided in Annex 2 of the present research partnership contract. It must be jointly commented and signed by the scientific tutor in the company and the thesis director. It should take into account the recommendations made by the IATDR xx evaluation and follow-up committee, established at the beginning of the Ph.D. partnership program.
8. These reports are analysed by the student’s IATDR xx evaluation and follow-up committee allowing it to assess whether the IATDR xx program is operating correctly. The conclusions of the analysis are sent to CCC, the A&C faculty and the student [name of student]. In case of any persistent difficulties, the IATDR xx evaluation and follow-up committee may contact the scientific tutor from the company, the thesis director from the academic laboratory in A&C and the doctoral student in order to correct and improve the problems put in evidence by the reports: recuperating the delays, reaching the proposed objectives, obtaining the expected results, changing the methods used in the research activity.
9. CCC may suspend the IATDR xx agreement, terminate it or request that the student pays back all or part of the subsidies granted in cases where it observes significant differences between the conditions for granting the Ph.D. research scholarship and the conditions in which it is carried out.
10. One month prior to the termination date of the IATDR xx and thesis defence, based on the 6th activity report received, CCC sends 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 is 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.

**VI. Obligations of the Parties**

**VI.1. Obligations of the company CCC**

1. CCC supports the Research Laboratory [title of A&C Res. Lab.] of the faculty of Automatic Control and Computers (A&C) within the University Politehnica of Bucharest (UPB) for the scientific coordination and supervision of the Ph.D. student’s [name of the student] research work [title of project], and the related activities for experimenting, testing, and dissemination of results obtained using the A&C laboratory’s resources, in the scientific and technical conditions specified at point 13.1 of the present contract.:
2. CCC will assure advanced industrial training for the Ph.D. student [name of student] during her / his doctoral study, to give the Ph.D. student professional research experience in the CCC company that seeks to benefit from it.
3. 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 together 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 evaluate the doctoral research activity in each of the six bi-annual activity reports written by the Ph.D. student.
2. CCC and its designated scientific tutor [name of tutor] will cooperate during the entire period of doctoral research with the research laboratory [title of A&C Res. Lab.] of the faculty of Automatic Control and Computers (A&C), UPB and with the thesis director [name of thesis director] for the best possible finalization of the research project and doctoral thesis [title of project] in the conditions imposed at point 13.1 of the present contract.
3. CCC will make available the following infrastructure for the student’s research, to permit the achievement of the conditions specified at point 13.1 of the present contract: ……………………. ……………………………………………………………………………………………………………….. ……………………………………….………………………………………………………………………. …………………………………………………………….………………………………………………….
4. CCC will effectively make the sponsorship of the doctoral stipend in the amount and at the terms specified at point 4 of this contract, as long as the conditions in which the doctoral research carried out by the Ph.D. student [student name] in the academic Research Lab. [title of Res. Lab. in A&C] and in the CCC research lab correspond to the initial conditions established for granting the doctoral research allowance.

**VI.2. Obligations of the A&C faculty**

1. A&C through its Research Laboratory [title of A&C Res. Lab.] and Doctoral School of Automatic Control and Computers (DSAC) within the University Politehnica of Bucharest (UPB) supports the realization of the research project [title of project] assigned to the Ph.D. student [name of student] as doctoral thesis through scientific supervision and supervision, and related activities for experimenting, testing, and dissemination of results using the A&C laboratory’s resources, in the scientific and technical conditions specified at point 13.1 of the present contract.
2. A&C designates as scientific director [Mr. / Mrs. name of thesis director] who is a member of the Doctoral School of Automatic Control and Computers (DSAC) of the A&C faculty within UPB and who is not employed full time or part time by CCC 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 A&C’s location. The thesis director will evaluate permanently the doctoral student’s research activity in the six bi-annual activity reports written by the Ph.D. student.
3. The research laboratory [title of A&C Res. Lab.] of the faculty of Automatic Control and Computers (A&C), UPB will host in its location and supervise the doctoral student [name of student] during the periods of time of his / her research work, in the partition agreed with the CCC company in point 17 of the present contract.
4. A&C and the thesis director [name of thesis director] will cooperate during the entire period of doctoral research with the CCC company and its scientific tutor [name of scientific tutor] for the best possible finalization of the research project and doctoral thesis [title of project] in the conditions specified at point 13.1 of the present contract.
5. The A&C research laboratory [title of A&C Res. Lab.] will make available the following infrastructure for the student’s research, to permit the achievement of the conditions specified at point 13.1 of this contract: …………………….……………………………………………..……………. ……………………………………………………………….………………………………………………..

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**VII. Duration of the Laboratory Sponsorship Contract**

1. Duration of the IATDR xx agreement

* The IATDR xx agreement is drawn up for a period of thirty-six months starting from the date of effect formally stipulated in the present Partnership Research Contract for an Industrial Agreement of Training through Doctoral Research IATDR no. xx agreement, and validated by the signatures of the two 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.
* No annual extension of the IATDR xx contract may be authorised by derogation.
* The IATDR xx agreement may nevertheless be extended in the case of significant interruption of the doctoral student’s studies on the conditions set out in article 28.1.

1. Suspension and termination of IATDR xx prior to the term of the agreement
2. The IATDR xx 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 IATDR xx will be extended by the period of suspension. The A&C research laboratory will inform CCC of any work interruption by the doctoral student lasting one month or more.
3. If the progress of the thesis work or the implementation of the IATDR xx agreement between the parties reveals excessive differences relative to the initial specifications, the parties CCC and A&C shall examine the opportunity to change the conditions and objectives of the doctoral research project or to terminate the IATDR xx agreement before the term of three years. Any additional clause for the modification of the objectives or implementing conditions of the doctoral research project [project title] shall be signed if the parties: CCC, A&C and Ph.D. student.
4. In all cases, CCC reserves the right to suspend or terminate the IATDR xx agreement if the research activity and the implementing conditions of the doctoral project [project title] do not correspond to the terms and conditions initially established.
5. The discontinuation of the IATDR xx leads on the same date to the discontinuation of the payment of the doctoral allowance through sponsorship.

**VIII. Confidentiality and intellectual property**

1. Intellectual property; the rules for attributing these rights are stipulated in the present partnership contract as follows:
2. The confidentiality must be respected by the academic research laboratory [title of A&C Res. Lab.] and by the CCC company as long as the research results which are susceptible to be patented have not generated a patent demand, considering that:

* The Ph.D. student was not confronted with the refusal of CCC to authorize the publication of the obtained results. Such a refusal must be motivated and reasonable; in any situation, the Ph.D. researcher must have full rights to communicate the results he obtained to his academic research laboratory [title of A&C Res. Lab.] under the coverage of the confidentiality consent of the A&C laboratory.
* The confidentiality can be maintained, even after submitting the patent demand, for serious reasons the CCC company should provide, but for a short period of time (in general 12 months, maximum 18 months). Any demand of Romanian and EU patent is published 18 months from the submission date and remains secret during this period; this fact can be used to make a withdrawal of the demand eventually followed by a new demand, the procedure assuming that meantime there was no divulgation of the invention.
* It is possible that the Ph.D. researcher must defend a thesis that contains confidential informations; the thesis defence being public by definition, it will be agreed that SDAC asks the approval of the Ministry of National Education and Scientific Research (MENCS) for a defence session closed to the public.

1. If the IATDR xx partnership research generates results exploitable for economic gains, patentable if necessary, distinction should be made between the “property of results” and “exploitation of results”:

* Concerning the property of results:
* The Ph.D. student [student name] being under doctoral scholarship by sponsorship in the frame of the IATDR xx contract, the patent right belongs equally to the CCC company because the invention eventually realized by the student can be assimilated with “assigned doctoral task”. The Parties may sign an additional agreement, which is distinct of the understandings formulated at point 29 of the present IATDR xx contract, stipulating clearly that the CCC company will be co-owner of patents generated during the sponsored Ph.D. scholarship of [name of student].
* This distinct agreement should also specify: a) which entity writes the demand for the patent; b) which entity submits the patent demand; c) where will be addressed the patent demand and which entity (entities) will bear the expenses; d) how will be decided the extension of the patent demand abroad in case of initial request for a Romanian patent, and how will be borne the extension expenses; e) concerning the choice of the extension country, the company’s preferences will prevail from the moment on which it will benefit from an exploitation license on and the company will bear the extension costs; f) how will be handled the refusal of one co-owner to make a patent demand or extension, or the decision to abandon a patent obtaining procedure already started, or the refusal to maintain a patent; g) how will be handled a counterfeit situation: which entity engages the action, bears the costs and regains losses and interests.
* A&C will also make sure that the doctoral student has engaged himself / herself to provide his / her signature, even after the termination of the IATDR contract, for any procedure needed to obtain the patent.
* Concerning the exploitation of results:
* The company that funded the doctoral research program IATDR xx benefits from a license of results exploitation (patent and / or knowhow), eventually exclusively in its domain of activity.
* On the other hand, outside the company’s domain of activity, the academic research laboratory [title of A&C Res. Lab.] in A&C will be free of choosing its partner(s) and the type of granted license.
* The A&C academic research laboratory [title of Res. Lab. in A&C] will be free of using the results obtained in the doctoral research program to continue its research in the domain considered. The intellectual property agreement to be signed by the parties will include a clause about the utilization rights at the termination of the IATDR xx research program, specifying that the utilisation for research purpose of the patented system, procedure or technology by the A&C research laboratory is not an act of counterfeit and the A&C research laboratory must not ask the authorization of the company or pay whatever is.

**IX. 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. 30 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.

**X. Contract effects and unforeseen situations**

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. Lab.] shall examine the opportunity to change or adapt the realization conditions expressed at point 13.1 of this partnership contract, or terminate it.
2. The change or adaptation of the conditions for the realization 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 and the A&C research laboratory at the moment of signing the contract.
* The Ph.D. student [student name] and the A&C research laboratory [title of A&C Res. Lab.] have tried in good faith in a reasonable time interval to adapt the research activity to the new circumstances that occurred.

1. If in 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 to the Ph.D. student the stipend, A&C and CCC shall examine the opportunity to change or adapt the payment conditions of the allowance established at point 4 of this contract or terminate it. In any of these cases, CCC 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.
2. Any additional clause or change in the thesis’ scientific and technical specifications for the realization of the doctoral thesis initially agreed in conformity Art. 13.1 of the present contract or in the payment conditions initially agreed in conformity with article 4 of student sponsorship contract shall be signed by the Parties, i.e. CCC and A&C within UPB.

**XI. 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 38 of this contract.

**XII. 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.
4. Disputes: only the courts of Bucharest are competent to settle any dispute resulting from the present agreement.

This contract has been drawn up in two identical copies, one copy for each Party.

For the Company For the Faculty of

CCC Automatic Control and Computers,

University Politehnica of Bucharest

Authorized Signature Authorized Signature

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Position, Name Position, Name

General Manager, Name Dean, Adina Magda Florea

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