

ADVANCED POSTDOCTORAL RESEARCH CONTRACT

Art. 1. Legal grounds

National Education Law (LEN) no. 1/2011, as subsequently amended; Regulation regarding the establishment and organization of advanced postdoctoral research programs at the West University of Timisoara, Senate Decision (HS) no. 10.220/10.06.2019.

Art. 2. Contract Parties

(1) The West University of Timișoara, registered office in Timișoara, Vasile Pârvan Blvd no. 4, as accredited public higher education institution, an institution organizing doctoral studies, hereinafter called **University** and WUT, and legally represented by its Rector, Prof. Marilen Gabriel PIRTEA, PhD, and

(2) Mr/Ms _____, address (town/city) _____, street _____, no. _____, apt. _____, county _____, identity card _____, series _____, no. _____, personal identification number/national identification number _____, hereinafter called **Postdoctoral Researcher** and

(3) Mr/Ms _____, doctoral supervisor at Doctoral School of _____, as **Advisor**

(4) Mr/Ms _____, doctoral supervisor at Doctoral School of _____, as **Co-advisor**

Art. 3. The Object of the Contract

The object of the present **Contract** is the organization of activities within the advanced postdoctoral research program. The contract regulates the relationship between the University, the postdoctoral researcher, and the advisor, specifying the rights and obligations of the signatory parties, according to the legislation in force.

Art. 4. Validity of Contract

This Contract is signed for a 24 months period, which starts on _____ and ends on _____

Art. 5. The rights and obligations of the parties

(1) The rights of the University:

- a. to decide on the conditions under which the postdoctoral researcher will carry out his/her activities over the course of this Contract;
- b. to monitor the postdoctoral researcher's scholarly work over the course of this contract and to take required measures.

(2) The obligations of the University:

- a. to offer adequate organizational and technological conditions for study and research, by providing the postdoctoral researcher with the WUT's documentation and research infrastructure, as well as with a free e-mail account for academic and administrative correspondence as an official means of communication;
- b. upon request by the postdoctoral researchers, to prioritize providing accommodation to them;
- c. to ensure the confidentiality of the postdoctoral researcher's personal data, as required by law;
- d. to issue, upon request, documents that prove the postdoctoral researcher's participation in a postdoctoral program;
- e. to monitor and evaluate the postdoctoral researcher's work over the course of the present Contract;
- f. to stimulate and support the publishing of the postdoctoral researcher's scholarly work in academic journals;
- g. to allocate a sum of _____ lei for the postdoctoral grant and to offer administrative support for the budgetary execution mentioned in Annex 1.

(3) The rights of the postdoctoral researcher:

- a. to use the WUT's research infrastructure in accordance with the regulations and rules in force;
- b. to benefit from guidance provided by his/her Advisor and from interaction with his/her research team members for the implementation of the advanced research Plan;
- c. to receive a monthly grant of _____ and to be offered support in his/her activities according to the budget in Annex 1;
- d. to request that the Doctoral School Council change his/her Advisor, on the basis of well-founded reasons;
- e. to attend meetings or seminars of the department/research team to which the Advisor belongs when relevant topics are discussed;
- f. to attend the activities organized by the doctoral schools or other structures of the University in the field of scientific research, technological and cognitive transfer, innovation and entrepreneurship for innovation
- g. to benefit from the logistics, documentation centres, libraries and University facilities;
- h. to use the personal protective equipment during the research activities taking place in a toxic environment, in accordance with the safety measures in the workplace;
- i. to work, if the Advisor agrees, in research teams within the University or within research-development units that have concluded agreements or institutional partnerships with the University;
- j. to be able to carry out teaching activities according to the University's agreed terms;
- k. to use the University's communication services – e-mail and the internet;
- l. any other rights mentioned in the legislation in force.

(4) The duties of the postdoctoral researcher:

- (a) to devote a significant amount of time to the postdoctoral program, to get involved in the research activity at the doctoral school, and to contribute to the reaching of the objectives of this activity;
- (b) to carry out his/her advanced research activity under the supervision of his/her advisor and co-advisor and through the interactions between his/her research team's members
- (c) to write a scientific report each trimester which they submit to the advisor and co-advisor. A published or forthcoming scientific paper can be submitted instead.
- (d) to write and defend a research report/summary paper regarding the research and its results in the middle of the postdoctoral program and at the end of the advanced research program. The report/paper will be defended before a three-member committee formed at the proposal of the Advisor and approved by the Doctoral School Board;
- (e) to observe the regulations and rules of the University, to have an appropriate behaviour as a postdoctoral researcher;
- (f) to meet the performance indicators in the middle and at the end of the postdoctoral program, as mentioned in Annex 2.

(5) The rights of the Advisor/Co-advisor:

- a. to evaluate the work of the postdoctoral researcher throughout the whole Contract period;
- b. to decline to advise the postdoctoral researcher if a conflict of interest arises;
- c. to request that the Doctoral School Council discontinue the advising relationship, on the basis of well-founded reasons.

(6) The duties of the Advisor/Co-advisor:

- a. to advise the postdoctoral researcher;
- b. to ensure the scientific coordination of the postdoctoral researcher's work and to provide him/her with access to knowledge and advanced research tools, in accordance with international standards and practices;
- c. to approve or reject the postdoctoral researcher's trimestrial scientific reports;
- d. to report to the Doctoral School Director if the performance indicators are not met at mid-term;
- e. to make the necessary efforts to get the postdoctoral researcher involved in the doctoral school's research teams;
- f. to avoid conflicts of interest in advising the postdoctoral researcher;

Art. 6- Specific clauses

- a. Any interruption of the postdoctoral program will result into the suspension of the status of postdoctoral researcher.
- b. The Doctoral School offers postdoctoral researchers access to the research infrastructure and to the university's logistics.
- c. In any article/books and conference papers/posters related to the implementation of the Advanced Research Plan under this Contract, the postdoctoral researcher is required to demonstrate, in a way approved by WUT, the affiliation of WUT and the WUT's support, alongside WUT's research infrastructure/logistics in the postdoctoral program, which made it possible for the articles/books, conference papers/posters/data sets to be accomplished.
- d. Upon completion of the postdoctoral program, WUT offers a postdoctoral studies certificate.
- e. The intellectual and industrial property rights on the results will be in accordance with the legal requirements regulated by Law no. 8/1996 on copyright and related rights, Law no. 64 of October 1991 (republished) on patents, Law no. 83 of 24 June 2014 on professional inventions.

Art. 7. Contract Amendments and Termination

- (1) Any amendment to the Contract's terms during its validity requires an appendix, as per legal provisions. The contract will be amended automatically should the legislation regarding the establishment and organization of advanced postdoctoral research programs be modified.
- (2) The conflicts regarding the conclusion, performance, amendment, suspension or termination of this Contract will be settled amiably. If amiable settlement cannot be reached, conflicts will be settled by the court of material and territorial competent jurisdiction, in accordance with the law.
- (3) The termination of this Contract can occur under these conditions: a) by default, for failing to reach the performance indicators set for the middle of the postdoctoral program; b) upon its expiration; c) by an amiable settlement; d) by one party's decision to terminate the Contract for reasons imputable to the other party.
- (4) This Contract can be terminated even if the performance indicators set for the middle of the doctoral program were mostly met. In this case, it falls upon a WUT review committee to decide whether to continue or to terminate this Contract. The Committee will consist of the advisor, the CSUD director and the vice-rector responsible for research at WUT, whose role is to review the reasons behind the partial fulfilment of the performance indicators that were set for the mid-program evaluation and to decide whether to continue or suspend the postdoctoral stage.
- (5) The termination affects the Contract, as well as the other related documents. The Contract has to be

terminated under the applicable common law rules.

- (6) In case of force majeure, as the law defines it, the Contract will be suspended and the party that is invoked is released from any liability.

Art. 8. Other clauses

This contract was concluded today, _____, at the West University of Timișoara, and is made out in 4 copies, one for every party and one for the doctoral school.

West University of Timisoara
Rector
Prof. Gabriel PIRTEA, PhD

.....
(Signature)

CSUD Interim Director,
Prof. Dana Andreea PERCEC, PhD

.....
(Signature)

Economic-Financial Director
Cosmin SPIRIDON, PhD

.....
(Signature)

C.F.P. Visa,

.....
(Signature)

WUT Legal Advisor
Nadia TOPAI

.....
(Signature)

Postdoctoral researcher

.....
(First name and LAST NAME)

.....
(Signature)

Advisor

.....
(First name and LAST NAME)

.....
(Signature)

Co-advisor

.....
(First name and LAST NAME)

.....
(Signature)

Doctoral School Director

.....
(First name and LAST NAME)

.....
(Signature)

THE POSTDOCTORAL GRANT BUDGET BREAKDOWN

Expenditure Type	2021	2022	2023	Total
Stipend				*
Travel Expenses				
Publishing Expenses				
Equipment				
Subscription services				
Consumables				
Total				**

* maximum 6000 x 24 months = 144000

** maximum 150000 lei

PERFORMANCE INDICATORS AND MINIMAL PERFORMANCE REQUIREMENTS

According to the Annex 4 from the Methodology for the organization of the admission process to Postdoctoral programs. Academic year 2021/2022

Art.1 The following types of results may be considered performance indicators for this postdoctoral program:

- (a) The number of applications / grants submitted, respectively won by the postdoctoral researcher as project director;
- (b) The number of applications / grants submitted, respectively won by the advisor, in which the postdoctoral researcher is included as a member of the project team
- (c) The number of articles published or accepted for publication in Web of Science journals with an impact factor. In the humanities, vocational fields, and for the fields of law and economics, WoS articles in journals without an impact factor or Scopus indexed are also taken into account.
- (d) The number of articles accepted for publication or published in Web of Science journals from the red or yellow zone.
- (e) The number of manuscripts submitted for publication in Web of Science journals with an impact factor that have received at least the *Revise and Resubmit* status. In the humanities, vocational fields, and for the fields of law and economics, WoS articles published in WoS journals without an impact factor or in Scopus indexed journals are also taken into account.
- (f) The number of participations with international visibility (Visual Arts / Music / Theater and Performing Arts field)

Art. 2 If any of the following five conditions are met, it is considered that the mid-program performance indicator is fulfilled:

- (a) a manuscript resulted from the postdoctoral work has been submitted for publication to a Web of Science journal from the red zone and is at least in the *Revise and Resubmit* stage
- (b) over the course of the postdoctoral program, at least two manuscripts have been submitted for publication to Web of Science journals with an impact factor (for the humanities, vocational or law fields it can be a WoS journal without an impact factor or Scopus) and they are at least in the *Revise and Resubmit* stage
- (c) over the course of the postdoctoral program, a manuscript has been sent for publication to Web of Science journals with an impact factor (for the humanities, vocational or law fields it can be a WoS journal without an impact factor or Scopus) and it is at least in the *Accepted* stage
- (d) over the course of the postdoctoral program, a manuscript has been sent for publication to Web of Science journals with an impact factor (for the humanities, vocational or law fields it can be a WoS journal without an impact factor or Scopus) and it is at least in the *Revise and Resubmit* stage, and there is also at least one grant application under evaluation or approved for funding, in which the postdoctoral researcher is a member or project director
- (e) the candidate has participated in one event of international visibility (Visual Arts / Music / Theater and Performing Arts).

Art. 3 It is considered that the performance indicators are fulfilled if at the end of the program the postdoctoral researcher simultaneously meets conditions (a) and (b) of this article.

(1) for the field of exact sciences, natural sciences or social sciences:

- (a) one WoS article in the red zone as the main author (in the fields where the notion of main author is used) OR
two WoS articles of which at least one is in the yellow zone and in at least one of them the researcher is the main author OR
three articles published or accepted for publication in WoS journals with an impact factor (regardless of their band), in at least one of which the researcher is the main author;
- (b) have a grant application submitted under the WUT affiliation in one of the national or international competitions. At national level, the competitions within PN III, organized by UEFISCDI or those organized by other authorities that manage research grant competitions are particularly considered. At international level, the competitions within Horizon Europe or organized by other authorities that manage research grant competitions are particularly considered. Obtaining funding for the research may compensate for the absence of one of the publications required in point (a) but will not make up for the absence of any publication.

(2) for the humanities, vocational fields or law:

- (a) three articles published or accepted for publication in WoS journals with or without an impact factor or in Scopus journals, of which in at least two the researcher is the main author / three participations in major international events for the field of Visual Arts / Music / Theater and Performing Arts.
- (b) a grant application submitted as a project director under the affiliation of WUT in one of the national or international competitions. At national level, the competitions within PN III, organized by UEFISCDI or those organized by other authorities that manage research grant competitions are particularly considered. At international level, the competitions within Horizon Europe or organized by other authorities that manage research grant competitions are especially considered. Obtaining funding for the research grant may compensate for the absence of one of the publications / participations required in point (a) but will not make up for the absence of any publication / participation.