**Tuition contract for students participating in self-financed PhD training**

The tuition contract is established by the Act on Higher Education CCIV of 2011 and with regard to the provisions of Government Decree 387/2012 (XII.19) on doctoral schools, the order of doctoral procedures and habilitation, on the one hand between

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| Name | **Semmelweis University** |
| Address | **1085 Budapest, Üllői út 26.** |
| Identification number of the Institution  | FI 62576 |
| Represented by |  Dr. Béla Merkely Rector, Dr. Lívia Pavlik Chancellor |
| Tax number: | 15329808-2-44 |
| Bank account: | OTP 11784009-22236665 |
| Acting organizational unit of the University | Doctoral School  |
| Obligor: | Prof. Zoltán Benyó MD, President |

as University (hereinafter: University), and on the other hand

|  |  |
| --- | --- |
| Name |  |
| Birth Name : |  |
| Place of Birth and Date of Birth: |  |
| Citizenship: |  |
| Identity Card number: |  |
| Mother’s name: |  |
| Permanent Address: |  |
| Place of Residence: |  |
| The highest level of education: |  |
| National Health Insurance Number( if you received it in Hungary)  |  |
| Telephone number: |  |
| E-mail address |  |

as a PhD Student (hereinafter: Student, collectively: Parties) under the following conditions:

Name of the doctoral school:

The mode of study within the PhD training program:

full time tuition

part time (corresponding) tuition

(the correct one must be underlined)

Duration of PhD training: 48 months

Starting date of the PhD training:

Planned date of completion of PhD training:

The name of the research location of the PhD training

The title of the PhD research topic:

1. **Subject of PhD training:**

The Parties establish that the Student is a student enrolled in the PhD program of the University. The Parties agree that the Student - as an obligation arising from the student status - participates in the education and research provided by the University.

The student's affiliation indicated on publications will be an organizational unit or doctoral school of the Semmelweis University. The student acknowledges that, in the absence of this, the student’s publication cannot be used to obtain a PhD degree.

1. **Duration of the contract**

The present contract is established for a definite period of time commencing on………… and finishing on ……………………within the first/second semester of the academic year 20…/20…..

1. **Bearing costs**

3.1 The student acknowledges that the amount of PhD tuition fee is determined by the University Doctoral Council with the agreement of the PhD Student Union.

3.2 The Student acknowledges that he/she bears the costs of the PhD training himself/herself, as long as it is not taken over by a third party. The amount of the self-financed cost for the in the academic year 2022/2023 is 8000 euro /semester, 4000 euro / semester for Semmelweis University graduates. The fee can be reduced by a maximum of 80% on the proposal of the PhD supervisor based on the attached tripartite agreement.

3.3 The Student may enter into an agreement with the PhD supervisor and the supervisor's employer regarding the support for the payment of the PhD tuition fee.

3.4 The self-financed PhD tuition fee is paid in one amount for each academic semester - as a condition of enrolment and registration.

3.5. The PhD student acknowledges that if he/she does not fulfil the obligation to pay the self-financed PhD tuition fee and does not receive a payment deferral or instalment payment discount, he/she cannot have an active status in that particular academic semester.

3.6. The PhD student acknowledges and gives his/her consent that the University shall deduct the overdue tuition fee that the Student owes from the university collective account in full from the day following the last day of the payment deadline under the title of other expenses for the duration of the student relationship. This is based on the Reimbursement and Benefit Regulations of the Semmelweis University Organizational and Operational Regulations (BOOK III.) - Student Requirements System ( III.4. SECTION). The debt to be paid shall be deducted from the amount in the university collective account in full from the day following the last day of the payment deadline for the duration of the student relationship. In justified cases, the deduction can be made for several financial items and can be repeated without restriction. The Student acknowledges that if the sum required for the full settlement of the debt is not available on the collective account, it can be enforced in the framework of a legal procedure based on the Claims Management Regulations of Semmelweis University.

3.7. The PhD student's legal student relationship and payment obligations are also subject to the laws in force at the time, as well as the university regulations created in accordance with their provisions, including the faculty regulations.

 **4.** **The Student’s obligations**:

The Student undertakes to comply with the following:

* fulfils the study and research requirements prior to the complex exam during the study and research period,,
* fulfills the conditions necessary for obtaining a PhD degree in the research and dissertation period,
* does not exhibit behaviour that would violate or mar the rights or legitimate interests of the other participants involved in the PhD training program, such as, instructors, or the University (the Student is responsible for the damage caused based on the rules of the Hungarian Civil Code),
* complies with the University's rules of cohabitation reserved for its citizens, i.e. the fire, work, accident and environmental regulations;
1. **Sanctions related to the breach of Student’s obligations:**

By signing this contract, the Student acknowledges and accepts that if he/she does not fulfil the study and research requirements compulsory for the complex exam during the study and research period, this will be considered a breach of contract manifested in default, which without salvage will result in the termination of the student contract - on the last calendar day of the default.

1. **Provisions regarding data management:**

6.1. The University keeps separate records of data related to PhD training, preserves its documents for the period prescribed by law, and provides data on PhD training to state bodies.

6.2 The Student consents to the personal data of the University being managed and preserved for the purpose of registration in the spirit of the legislation on data protection in accordance with Act CXII of 2011 on the right to self-determination of information and freedom of information Act and Regulation 2016/679 of the European Parliament and Council on the protection of natural persons with regard to the processing of personal data and the free flow of such data, as well as the repeal of Directive 95/46/EC (General Data Protection Regulation). The purpose of data management is to facilitate the PhD training process. The legal basis for data management is LXXVII of 2013 on adult training. processing of data specified in paragraph (1) of Section 21 of the Act as required by law, on the other hand, in addition to the above, in order to assure the feasibility of PhD training and it is the legitimate interest of the training provider. The data can be used for statistical purposes and can be transferred in a way that is not suitable for personal identification. The data must be forwarded to the bodies that control the subsidies for the purpose of monitoring the use of public finance or European Union funds. In addition, the University provides access to the Student’ personal data only to bodies authorized to monitor the implementation of the PhD training.

**Scope of contract, governing legislation and internal regulations:**

This Student contract enters into force upon signature, and matters not regulated here are governed by Hungarian law: primarily Act V of 2013 on the Civil Code (Ptk.) as well as legislation on PhD training, the current internal regulations of the University, as well as the instructions of those exercising employer powers are the guiding principles. The contracting parties agree that they will seek to reach an agreement outside of litigation on matters not regulated in the contract, and in the event of any legal dispute arising from this contract, the parties mutually submit to the exclusive jurisdiction of the court that is ruling at the venue where the seat of the University is situated.

The Parties have read this Student Contract and have signed it in 2 (two) copies as if it is in accordance with their wishes in all respects.

2022, Budapest

……………………………………… ……………………………………… Prof. Dr. Zoltán Benyó Student

 President

University Doctoral Council

Financial countersign official:

………………………………………

Aliz Biro

Head of office

Financial Office of Doctoral School