

## LEARNING AGREEMENT FOR PREPARATORY YEAR

no. \_\_\_\_\_ / \_\_\_\_\_ of \_\_\_\_\_

1. West University of Timișoara, having its headquarters in Timișoara, Timiș, no. 4 Vasile Parvan Blv, tax code no. 4250670, legally represented by prof. dr. Marilen PIRTEA, Rector, as PROVIDER, hereinafter referred to as WUT

and

2. Name, Surname: .....

Citizenship: .....

Country: .....

Address: .....

Personal identification document (type/number/series): .....

Personal identification number: .....

Telephone: .....

E-mail .....

as BENEFICIARY, hereinafter referred to as student registered at the Faculty of **LETTERS, HISTORY AND THEOLOGY**, Preparatory Year, Domain \_\_\_\_\_, Form of education: full time, as Romanian scholar/scholar without scholarship /at his own expense (in Romanian currency) RON/at his own expense (fee in foreign currency EURO), conclude the present learning agreement.

### Art. 1. The Object of the Agreement

**1.1.** The object of the agreement is to stipulate the relations between WUT and student – beneficiary of educational services, specifying the rights and obligations of the signatories in accordance with the applicable law, the University Charter, the regulations and decisions of the University Senate.

**1.2.** The subjects and number of credits allotted to each subject are included in the *Subjects Agreement*.

**1.3.** The duration of studies is 1 year, with a total of 60 ECTS credits. 10 extra credits are obtained based on passing the graduation examination.

**1.4.** After the student sat and passed all the examinations, including the graduation one – based on which s/he was awarded a minimum of B1 level in Romanian, WUT issues a *certificate of completion* of the preparatory course for learning Romanian and acquiring specialized terminology.

**1.5.** The provisions of the present agreement are in accordance with the National Education Law No. 1/2011 amended and supplemented, Law no. 288/2004 regarding the organization of university studies, and supplemented by WUT regulations on undergraduate studies, the Code of student rights and obligations for the WUT Bachelor and Master programs, the Methodology for Organizing the Preparatory Year for Romanian Language for International Citizens, the Methodology for Organizing the Final Examination of the Preparatory Year in Romanian for International Citizens, as well as other WUT management decisions.

### Art. 2. Duration of the Agreement

The present contract is concluded for a period of time of one academic year (9 months), with the purpose of learning Romanian language and acquiring the specific field of study for the academic year 2018/2019.

### Art. 3. Rights and Obligations of Parties

#### 3.1. WUT Rights and Obligations

- a. to develop the curricula in accordance with the objectives of the learning programme, so as to qualitatively and quantitatively ensure a proper university education;
- b. to follow the student's compliance with all duties stipulated in the present contract;
- c. to lay down the conditions for enrolment, tuition, suspension of studies, expulsion or re-registration of the student;
- d. to establish the procedures and terms of payment of tuition fees;
- e. to establish the criteria for distributing students on budgeted places and on fee places respectively, if it is the case, according to the ranking criteria approved by the WUT Senate;
- f. has the duty to ensure the environment for students to bear their rights, in accordance with the legislation in force;
- h. to sign together with the student, at the beginning of each academic year, the Subjects Agreement including subjects that the student is obliged to follow in the current year.

#### 3.2. Student Rights and Obligations

##### A. During the period of studies, the student has the following **rights**:

- a. to use the lecture halls and seminar rooms, the laboratories, reading halls and other facilities provided by the University for the training required by the curriculum, as well as sports and cultural activities;
- b. to choose, according to the curriculum, subjects or packages of optional subjects to study, in accordance with the **Subjects Agreement**;
- c. to require professors during classes and seminars, to clarify the issues of practical activities in the subject description;
- d. to participate in scientific activities, artistic groups and to take part in university sport activities;
- e. to receive excellence, merit, studies or social assistance scholarships and other forms of support in accordance with WUT's legal norms and regulations, if it is the case;
- f. to benefit from medical assistance within the medical offices meant for students;
- g. to be hosted in student hostels, available and distributed to the faculty, as determined by WUT;
- h. to benefit from camp tickets for students according to availability and to the regulations in force;
- i. to elect and be elected as a student representative in the Faculty Council and the WUT Senate;
- j. to benefit from study mobility grants at other universities in the country and abroad according to availability;
- k. to make use of their right to free expression of opinion and opportunity to take part in the evaluation of academic staff for the subjects taught, according to university quality management procedures;
- l. to use the university email account and internet only for study activity and problems related to education, according to the regulations and safety procedures stipulated by the IT and Communications Department;
- m. to use the WUT scientific research facilities;
- n. to view and check the status of both their financial (budget / fee) and school situation on the [studentweb.uvt.ro](http://studentweb.uvt.ro) application.
- o. to be informed regarding the processing of personal data, through a "Information note on the processing of personal data".

##### B. The student has the following specific **obligations**:

- a. to comply with all rules and regulations mentioned in the Letter/Ministerial Order of Acceptance to studies in Romania, including the presentation of all original study documents at enrolment or by the beginning of their first year of study.
- b. to sign, every time it is necessary, an "Information note on the processing of personal data";
- c. once the student signs the "Information note on the processing of personal data", he/she is obligated to present all personal data requested by the faculties and to notify the faculty secretariat of any address or personal data changes no later than 7 days after the respective changes.
- d. to fulfil all responsibilities incumbent according to the curricula and subject sheet;
- e. to obey the rules adopted by the faculty management and the WUT regulations;
- f. to obey the rules of discipline and academic ethics, in accordance with WUT's own regulations;
- g. to use properly the materials existing in the areas of education, hostels and to keep them in good condition. If damage consists of degradation or destruction of goods, they shall be recovered, according to legal procedures, from the party that has produced them;
- h. to pay the fees established by the WUT Senate in the amount, manner and on the date established by

WUT;

- i. to open a bank account for payment of grants and other financial entitlements, at a bank which has a signed agreement with WUT;
- j. to submit all personal identification information requested by the faculty management, students being obliged to notify the faculty secretariat, within 7 working days, of any change of address or personal data;
- k. to get acquainted with and obey WUT regulations and those of the faculties, the Code of Students' Rights and Obligations and the Regulations regarding the Professional Activity of Bachelor and Master Students at West University of Timisoara, the Operational Procedure regarding the organization of student records and study fees, the Methodology for Organizing the Preparatory Year for Romanian Language for International Citizens, the Methodology for Organizing the Final Examination of the Preparatory Year in Romanian for International Citizens, and to acknowledge any changes to these documents while the present contract is in force. These shall be communicated through the website / faculty portal / WUT and faculty notice board;
- l. to respect the prohibition to smoke in any WUT premises, except for specially designated places;
- m. to wear a dress code appropriate to the educational spaces of WUT and to the academic environment;
- n. to be aware that no part of the research / creative activities in which they took part, or various forms of research / creation, including the BA dissertation, cannot be reproduced, stored in a retrieval system or transmitted in any form or by any means - electronic, mechanical, photocopying, recording or others - without written permission of the legal representatives of WUT;
- o. to sign, at the beginning of the academic year, the **Subject Agreement**;
- p. if the student does not pass the academic year based on the minimum number of credits established by WUT, s/he will have to sit the entrance examination again;
- q. to attend all training activities: courses, seminars, laboratories, practical activities set out in the curriculum, in accordance with the its organization. The mandatory presence of the student, according to the Code of student rights and obligations, at undergraduate and master levels is:
  - Applied activities (seminar activities, laboratories, practical, practice, etc.): 70%;
  - Course activities: a minimum of 50%;
- r. to use, when interacting with WUT, only the institutional e-mail address received at registration in the *e-uvf* account.

#### Art. 4. Financing

**4.1.** Funding the preparatory year of university studies shall be made, as appropriate:

- by the Romanian government for "Romanian government scholars" (in accordance with the law in force and the provisions of bilateral agreements with other countries, or under Romanian Ministry of National Education orders regarding Romanians living abroad; this can also apply to refugees, pending the Ministry of National Education's approval, after evaluating individual applications).
- by the student, at his own expense, in foreign currency-EUR, for bearers of a Letter of Acceptance issued by the Romanian Ministry of National Education for EU third countries citizens, or in Romanian currency- RON, for foreign citizens of Romanian origin or Romanians living abroad (EU or EU third countries), that wish to study in a Romanian language taught programme (his can apply to refugees and other protected categories).

**4.2.** The amount and manner of payment of tuition fees is approved annually by the University's Senate, according to national laws, and should be paid in full, depending on the financial regime at enrolment for the above mentioned categories, according to the **WUT Code Student Rights and Obligations, The Regulation for WUT BA and MA students and the Regulation for BA admission.**

**4.3.** Failure to pay the fee within the time limits indicated triggers cancellation of the present contract. In case the student pays the pending fee, at the earliest date following the cancellation of the contract, s/he will have to pay a contract processing fee.

**4.4.** For the academic year **2018/2019**, the tuition fee is **3000 RON / year** for students enrolled on their own expense in national currency ("Romanian scholars"). The tuition fee for the EU third countries' students enrolled on their own expense in foreign currency is stipulated in the *Letter of Acceptance* for each student, according to the field of study for which he/she applied. The fee is payable in full for a period of 9 (nine) months in the BCR Timișoara RO58RNCB0249049294710069 account before the enrolment in the Preparatory Year study programme.

**4.5.** Failure to pay fees and / or penalties owed for failure to pay, no later than the date of the commencement of the studies, according to the structure of the academic year, leads to prohibiting the student's participation in exams / tests, resulting in all the penalties applicable to missing examinations / testing on student's fault.

4.6. The tuition fee can only be reimbursed according to university regulations.

**Art. 5. Withdrawal**

**5.1.** Students have the right to withdraw upon request. In this case, the student shall submit a **Withdrawal Request** to the faculty secretary.

**Art. 6. Modification / Termination of the Learning Agreement**

**6.1.** The amendment to this agreement shall be in writing in an addendum, in compliance with Art. 1 (5) of *WUT Code Student Rights and Obligations, The Regulation for WUT BA and MA students and the Regulation for BA admission.*

**6.2.** The Learning Agreement terminates:

- after graduation;
- when the student is expelled for not paying fees, or for failure of achieving a minimum number of credits for promotion;
- based on a withdrawal request.

**6.3.** The present agreement terminates in the event of force majeure. Force majeure is established by a competent authority. The party invoking it has the obligation to notify the other party in writing within 5 days of the occurrence of force majeure, and proof of force majeure shall be communicated within 15 calendar days of the occurrence. Force majeure protects the party invoking against liability, while the other party has no right to claim damages.

**Art.7. Litigations**

**7.1.** The parties agree that all disputes regarding the validity of this agreement or arising from its interpretation, application or termination shall be resolved amicably.

**7.2.** If the dispute cannot be solved amicably, the parties shall address the competent courts.

**7.3.** This agreement shall be interpreted under the Romanian laws.

**7.4.** In situations of interpersonal conflicts, indecent behaviour, verbal and physical aggression, sexual harassment concerning relations with other students or relationships between students and teachers, both students and teachers can contact the WUT Ethics Commission.

**7.5.** In defense of his rights, the student may appeal by petition to the faculty or WUT management.

**Art. 8. Final provisions**

**8.1.** By signing the present agreement the student declares that he is aware of the contents of all regulations, methodologies, standards of discipline and academic ethics and other WUT and faculties normative documents and undertakes to acknowledge the content of the amendments / additions.

**8.2.** *The Subject Agreement* is annexed to the present agreement, signed at the beginning of each academic year.

**8.3.** *The Subject Agreement* contains contracted subjects and the number of credits allotted to each of these.

**Art. 9.** The Dean of the faculty, by delegation, in accordance with WUT Rector's Decision no. 387/CR/05.07.2018 has signed the present agreement.

Failure to comply with duties under the present agreement entails sanctions under the regulations of the University, at the proposal of the Faculty Council, obeying the law in force.

The present agreement takes effect from the date of its being signed.

The present agreement was concluded in two copies, one for each party, today \_\_\_\_\_ and represents the will of the contracting parties. A copy of the agreement is filed together with the student's other academic documents, at the faculty secretariat; a copy of this agreement is given to the student.

DEAN,  
**DANA PERCEC, PhD**

STUDENT,

LAW OFFICE APPROVAL,