

Addendum

no. _____/_____

to Learning Agreement

no. _____/_____

Concluded between:

1. West University of Timișoara (WUT), with its headquarters in Timișoara, Timiș county, 4 Vasile Pârvan Blv., tax code no. 4250670, legally represented by Professor Marilen Gabriel Pirtea, Ph.D., as Rector, in its capacity of PROVIDER, hereinafter referred to as WUT,

and

2. Name, Surname: _____,

Citizenship: _____,

Address: _____,

Personal identification document (type, number, series): _____,

issued on _____, by _____,

Personal identification number: _____,

Telephone: _____,

E-mail: _____,

hereinafter referred to as **student**, enrolled at the

Faculty of _____, BA

domain of study _____, BA

study programme _____,

type of education: full time, financial status: fee paying,

enter this addendum to the learning agreement for a duration of one year, valid for the academic year 2023-2024.

Article 1. The object of the addendum

According to the legislation in force, ***the University Charter, the Code of students' rights and obligations, the Regulation concerning the BA and MA students professional activity at the West University of Timișoara***, as well as the University regulations, methodologies and procedures, and the University Senate decisions, in academic year 2023-2024, as a result of the operations of the state budgeted and fee paying students reclassifications the student's status of..... is fee-paying.

Article 2. Funding

2.1. The amount and way of payment of the tuition fees are decided annually by the WUT Senate. The fee may be paid in full or in instalments according to the *Code of the rights and obligations of the student and the Regulation regarding the professional activity of the students from the bachelor and master's degrees at the Western University of Timisoara and the UVT Methodology regarding the organization and conduct of the admission process for the university study programs at the bachelor's degree level as follows:*

- the first instalment, 50% of the yearly fee shall be paid in by 31st October;
- the second instalment, 50% of the yearly fee shall be paid in by 15th January.

2.2. If the student pays the full amount by 31st October, he/she will benefit from a 10% reduction of the total fee amount.

2.3. Failure to pay the tuition fee by the set deadline leads to the suspension of the legal effects that result from this learning agreement. If the student pays the outstanding tuition fee, on the date of the first payment after the suspension of the learning agreement he/she shall have to pay a processing fee for the learning agreement.

2.4. Failure to pay the tuition fee and / or the processing fee for the learning agreement until the date of the term exam period as foreseen in the academic year timeline shall lead to the student being barred from sitting for exams / term tests resulting in all the sanctions applicable as the student fails to show up for the exams / term tests through his / her own fault.

2.5. As far as the BA study programme that starts with the academic year 2023-2024 is concerned, the tuition fee amounts to.....RON/ year. The university reserves its right to recalculate the tuition fees if there is a higher than 10% depreciation of the exchange rate of 4.9 RON for 1 Euro after 1st October 2023 having a bearing on the fee instalments of the unpaid fee.

2.6. By October 31 inclusive at the latest, by Decision of the WUT Rector, the student enrolled in a place with a fee may move to a place financed from the state budget, following the withdrawal of a student enrolled in a place financed from the state budget. In this case, the student has the right to request a refund of the instalment of the tuition fee that he/she had paid, based on a request submitted to the Student Info Center within 5 days from the communication to the student of the WUT Rector's Decision to change its financial status.

Article 3. Final provisions

3.1. The Dean of the Faculty, by empowerment, drawing on the WUT Rector's Decision no. _____, signs the present addendum.

3.2. Failure to fulfil the obligations incurred from the present addendum is subject to the sanctions provided for by the University's regulations, as suggested by the faculty's council, according to the effective laws.

3.3. The present addendum comes into effect starting with the date it is signed.

3.4. The present addendum has been executed in 2 original copies, one for each party, and represents the will of the contracting parties. One copy of the addendum is to be filed

together with the student's personal documents, at the faculty secretariat, while the other is to be delivered to the student.

INFORMATION NOTICE REGARDING THE COLLECTION AND PROCESSING OF PERSONAL DATA

We, the undersigned, by free and mutual will, have entered into the present agreement on the processing and storage of personal data, hereinafter referred to as the "Agreement".

Preamble

The West University of Timișoara, a Personal Data Controller with registered office in Timișoara, 4 Vasile Pârvan, Timiș County, telephone number 0256 592 787, e-mail address: info@e-uvt.ro, and tax identification number 4250670, will be represented by Professor Marilen-Gabriel Pirtea, PhD, Rector, and will process and store personal data provided by

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Sole Article:

(1) The signatories mutually agree to take all reasonable steps necessary to prevent the disclosure of information that they receive from each other or that they may obtain in other ways during the entire period that the person is a WUT student, as well as after its termination with regard to the personal data for which there is a legal obligation in place.

(2) By signing this Agreement, the signatories confirm that they have read and agree to the terms regarding the processing of personal data and freely, clearly expressed and unequivocally consent to such processing for the fulfilment of their legal obligations, in accordance with the provisions of Law no 677/2001 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as with the provisions of EU Regulation 2016/679 on the protection of individuals with respect to the processing of personal data and on the free movement of such data, applicable from 25 May 2018.

(3) "Personal data" encompasses any type of information on an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular in relation to an identifier, such as a name, an identification number, location data, an online identifier, or to specifics pertaining to his/her physical, physiological, genetic, mental, economic, cultural or social identity.

(4) Purpose specification: It is mandatory to share your personal data with the West University of Timișoara in order to enrol and complete your program of studies at WUT. The data is processed with a view to generating a centralized database. Refusal to provide the requested data will result in your academic disqualification and your admission exam results will be rendered null and void.

(5) Personal data subject to processing: name and surname, gender, date and place of birth, personal identification number, identity card (series and number, date of issue and validity), citizenship, ethnicity, nationality, signature, telephone number, address (domicile/residence), e-mail address, labour market status, professional training (diplomas,

qualifications), academic records, family structure (including marital status), health data, including health data regarding membership in a disadvantaged social group.

(6) Under the Data Protection legislation, data subjects have the following rights with regards to their personal information (the GDPR rights of data subjects):

- the right to access personal data
- the right to have inaccurate personal data rectified, or deleted;
- the right to restrict the processing of personal data;
- the right to data portability;
- the right to object to the processing of personal data;
- the right to take legal action and the right to complain to The National Supervisory Authority for the Processing of Personal Data;
- rights in relation to automated decision making and profiling

(7) To exercise the aforementioned rights, please contact the West University of Timisoara by submitting a signed and dated request via e-mail (info@e-uvt.ro), by post or in person (address: 4 Vasile Pârvan, ground floor, Room 001, Timișoara, Timiș County)

(8) The signatories consent to undertake all reasonable precautions to ensure the security and the prevention of any unlawful or unauthorized destruction, loss, alteration, disclosure, acquisition or access to "Personal Data" held about the other party. In the event that the Personal Data provided has been accessed or obtained by an unauthorized person or a breach of security of Personal Data occurs, each Party shall immediately notify the other Party and take any steps necessary to mitigate any loss or damage caused by such unauthorized access and to notify the National Supervisory Authority for the Processing of Personal Data.

(9) The parties shall take it upon themselves to ensure the compliance with the provisions of data legislation and the clauses of the GDPR agreement by all employees, agents, partners and subcontractors whenever they process any Personal Data as part of this Agreement.

I confirm that I have read and agree to the terms of this agreement. I declare that I understand it in its entirety and by signing it, I consent to its terms and THE WEST UNIVERSITY OF TIMIȘOARA (WUT) may process the personal data of the undersigned, including those of a special nature that I disclosed and provided fully aware of my actions.

Dean,

Student,

Legal notice,