

**MASTER PROGRAMME LEARNING AGREEMENT
FOR STUDENTS FROM EU THIRD COUNTRIES
FULL TIME STUDENTS**

no. _____ / _____

Concluded between:

1. West University of Timișoara (WUT), with its headquarters in Timișoara, Timiș county, 4 Vasile Pârvan Blv., tax code 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 (type/number/series):

Telephone: _____,

E-mail: _____,

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

Faculty of _____, MA domain

_____, MA study

programme _____, type of

education: full time, financial status: _____, enter this

agreement for the above-mentioned MA programme.

Article 1. The object of the agreement

1.1. The object of the present agreement is to settle the terms between WUT and the student – beneficiary of the academic programme –, and to establish the parties' rights and liabilities according to the legislation in force, ***the University Charter, the Code of students' rights and obligations and 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.

1.2. The subjects and the number of credits for each subject which the student undertakes to complete each academic year can be viewed on the studentweb.uvt.ro platform, in each student's account.

1.3. The length of MA studies is _____ years, which involves accumulation of minimum _____ transferable credits (according to the *European Credit Transfer System – ECTS*).

1.4. WUT shall award, after graduation and after passing the final examination, the Master degree diploma and the *Transcript of Records*.

Article 2. Validity of the agreement

2.1. This learning agreement shall be valid for the agreed upon duration of the academic studies, beginning with the academic year 2023-2024.

Article 3. Parties' rights and liabilities

3.1. WUT rights and liabilities:

- it shall draw up the curriculum according to the objectives of the MA learning programme (expected learning outcomes), so as to provide a quality academic training corresponding to qualification level 6, for full-time learning;
- it shall verify the extent to which the student fulfils all his/her liabilities under the present agreement;
- it shall set the student's criteria for registration, tuition, suspension of studies, expelling, mobility within the bachelor's degree program or re-enrolment;
- it shall set the tuition fee payment terms and the payment method;
- it shall set the criteria and shall yearly allocate the students on the state-funded places or on the tuition fee places, according to the WUT Senate approved decisions;
- it shall be liable to provide the proper conditions for the student to make use of his/her rights, according to the legislation in force;

3.2. The student's rights and liabilities

A. During the academic studies, the student shall have the following **rights**:

- to use the auditorium and classrooms, laboratories, study halls and other means made available by the University for the professional training according to the curriculum, and also for cultural and sports activities, according to WUT regulations;
- to be informed regarding the processing of personal data and to sign, as needed, an *Information note regarding the processing of personal data*;
- to choose, according to the curriculum, the subjects or the sets of optional subjects that he/she intends to study;
- to ask from the teachers, during the courses, seminars or laboratories to clarify his/her issues in the subject outlines;
- to take part in the university scientific, artistic and sports activities;
- to receive excellence, merit grants, scholarships or social grants and other types of material support, according to the legal norms and WUT regulations;

- to receive medical care within the medical offices especially provided for the students;
- to have access to accommodation in the university dormitories, according to the number of available places for the respective faculty, under the conditions established by WUT for the good operation of student dormitories and for the allocation of accommodation.
- to receive tickets for student camps, according to the number of available places and to the regulations in force;
- to elect and be elected as representative of the students in the Faculty Council and the WUT Senate;
- to receive study or internship (practice) mobility grants at other national and foreign universities, according to the number of places available for this purpose;
- to take part semestrially, by freely expressing their opinions, according to WUT regulations, in the assessment of the teachers' activity for the subjects the students are enrolled for;
- to use the e-mail and the Internet provided by WUT only for the learning activity and learning process, according to the regulation and security procedures of *the WUT IT & C Department*;
- to use the WUT scientific research facilities;
- to check both the financial situation (financed by state budget/with tuition fee) and the grades using the application studentweb.uvt.ro.

B. The student has the following specific liabilities:

- to submit by **February 1st 2024** to the WUT document management offices all the documents from the WUT admission file in the original, in order for these to be scanned and certified as true copies of the original (if original documents were not submitted during the university admission process). Failure to present the requested original documents in time, due to the student's exclusive fault, will result in loss of the student's place at WUT;
- to fulfil all the educational duties under the learning program and academic subject files;
- to follow the regulations adopted by the faculty management and the WUT regulations;
- to follow the academic canons of discipline and ethics, according to the WUT regulations;
- to carefully use the material goods available in the rooms for teaching, student halls and to keep them in good conditions. Should the prejudices consist in the degradation or damage of such goods, they shall be recovered, according to the legal procedures, by the person who caused such damage or degradation;
- to pay the fees as determined by the WUT Senate in the amount, according to the method and at the exact term as established by the WUT;
- to open a bank account for the payment of his/her scholarships and other pecuniary rights, with the banks agreed by the WUT;
- upon signing the *Information note*, regarding the processing of personal data, the student shall convey all the data required by the faculty and university representatives;

- to communicate all the personal identification data requested by the faculty management, the students being bound to notify the Student Info Centre, within 7 working days, on any change of address or personal data;
- to be aware of the regulations of the WUT and of his/her faculty, to read *the Code of students' rights and obligations and the Regulation concerning the BA and MA students' professional activity at the West University of Timișoara* and to acknowledge their amendment during the performance of the present agreement. Such amendments shall be posted on the faculty/WUT web page/site and on the faculty notice board;
- to respect the prohibition to smoke in any place within WUT, except for the places especially provided for this purpose;
- to wear, in the WUT premises, an outfit which is appropriate for the academic environment;
- to be aware of the fact that no part of the carried-out researches or of the creation activities, of the various forms of valuation of such research/creation, including the diploma paper, shall not be duplicated, archived or communicated in any form or through any means, electronic, mechanical, copied, registered or other, without the written consent of the WUT legal representatives;
- should the student conclude the academic year in virtue of the minimum number of credits determined by the WUT, s/he shall re-contract the academic subjects that s/he failed to pass the previous year, only if the student did not fulfil the liabilities under the Academic subject file. Re-contracting one academic subject which the student did not pass shall mean carrying out all activities under the Academic subject file. The optional academic subjects which were not passed do not have to be re-contracted;
- to attend all the instructional activities: courses, seminars, laboratories, practical activities which are in the curriculum of the programme of study they applied for, in accordance with the organisation of this programme. Student attendance is compulsory, as it is stipulated in *the Code of students' rights and obligations and the Regulation concerning the BA and MA students' professional activity at the West University of Timișoara*, as follows:
 - activities with an applied character (laboratories, practical activities, practice/internship etc.): 100% or in accordance with the discipline syllabus;
 - seminars: minimum 70%;
 - lectures: minimum 50%.
- to use, in communication with the West University of Timișoara, only the institutional e-mail address created on the **e-uvt.ro** account at his/her enrolment;
- to comply with the obligations mentioned in the *Letter of Acceptance to Studies* in Romania;
- to hand in the baccalaureate diploma (or an equivalent diploma, recognized by the Ministry of National Education in Romania), the bachelor diploma and the transcripts of records.

- the WUT student has the responsibility to plant at least one tree during the period of his/her university training, either during a tree planting action organised by WUT, or by another entity, providing a certificate as proof of this action.

Article 4. Funding

4.1. The funding of the MA studies shall come from:

- the state budget or WUT budget, for students holding a scholarship offered by the Romanian government or WUT for international students;
- the self-funded student who shall pay a fee determined annually by the Senate of the West University of Timișoara, according to national legislation for students from EU third countries and stipulated in the *Letter of Acceptance to Studies* issued by the Romanian Ministry of National Education.

4.2. The amount and manner of payment of the tuition fees for self-funded students from EU third countries is set by *Government Order 22/2009* and by the WUT Senate and must be paid in full according to the *Letter of Acceptance to Studies*, as follows:

a) In the first year of study: the annual fee set according to the field and level of study, must be paid in advance, at the beginning of the academic year, prior to registration to studies, for a total of 9 months (one academic year), as per the *Letter of Acceptance to Studies* specifications (might be subject to eventual changes).

b) In the following years of study:

- The tuition fee amounting to _____ must be paid in two instalments as follows: the first instalment, amounting to 50% of the annual tuition fee, to be paid by **October 31st** and the second instalment, amounting to 50% of the annual tuition fee, to be paid by **January 15th**.

4.3. The tuition fee in EUR must be paid in the following bank account:

BENEFICIARY: Universitatea de Vest din Timișoara (West University of Timisoara)

Address of the university: Bv. Vasile Pârvan no. 4,

Bank name: Banca Comercială Română (Romanian Commercial Bank)

Bank address: Sucursala Timișoara (Timisoara Branch), Calea Aradului no. 11.

IBAN Code: RO 58 RNCB 0249 0492 9471 0069

SWIFT: RNCB RO BU

4.4. If the student submits a request to withdraw from studies after the admission procedures have finalized, the amount of the tuition fees paid will be refunded only in exceptional cases, as mentioned in the university regulations, only under special conditions (listed below) and only at the applicant's request, with the original proof of payment, until the end of February of the academic year, and taking in consideration that any additional taxes related to the return of the fees will be borne by the candidate:

- failure to obtain the study visa (if a visa applicant has been asked to pay the fee for one academic year of study in order to complete the visa file).

- cases of force majeure (political conflicts, medical emergencies) that prevented the candidate to register for studies, even though they have paid the fees and obtained a study visa.

4.5. If the payment deadline is not respected considering the time set, **penalties of late payment** will be applied in the amount of **50 euro per month or fraction of a month regarding the delay**.

4.6. Failure to pay the tuition fee in due time results into cancellation of the juridical effects of the present learning agreement. In case the student pays the pending fee, at the earliest date after the cancellation of the learning agreement, s/he shall necessarily pay a fee for processing the learning agreement.

4.7. For the Master studies starting with the **2023/2024** academic year, the tuition fee was set to _____ **euro/year**, according to *Government order no. 22/2009 regarding tuition fees for citizens from EU third countries*. The university reserves the right to recalculate the fees in case the exchange rate RON – EUR increases by more than 10% by comparison to 4,9 lei/1 EUR after 1 October 2023, this bearing an effect upon the instalments of the pending fee.

4.8. Failure to pay the tuition fees and/or penalties owed for failure to pay and/or the fee for processing the learning agreement, up to the starting date of the exam sessions per each semester as set in the structure of the academic year, shall lead to denying the student the possibility to take the examinations/testing, resulting in all penalties applicable as for not taking the respective examinations/testing due to the fault of the student.

Article 5. Adjournment/Withdrawal

5.1. Students have the right to interrupt their studies or to withdraw upon request. In this case, the student will submit to the Student InfoCentre, in electronic format, the Application for Interruption / Withdrawal, according to the Code of Student Rights and Obligations and the Regulation on professional activity of students from undergraduate and master's degree programmes at Western University in Timisoara.

5.2. Adjournment of studies results into cancellation of the present learning agreement. Upon re enrolment, the student has to meet the requirements of the curricula of the series s/he will graduate with. Adjournment of studies does not have any consequence on the student's obligation to pay the study fees due on the date s/he submits the adjournment or transfer request.

5.3. Withdrawal has no consequences on the student's obligation to pay the study fees due on the date s/he submits the withdrawal request.

5.4. In case of adjournment/withdrawal from studies, the Immigration Office will be notified accordingly.

5.5. The students entering the period of extension of time shall pay the fee for enrolment for study extension and the fee for re-contracting or re-sitting the examination for the failed disciplines.

Article 6. Amendment/cancellation of the learning agreement

6.1. The amendment of the present agreement shall be made in writing, in an additional document.

6.2. The learning agreement terminates:

- upon graduation;
- should the student be expelled;
- upon transfer to another university;
- in case of withdrawal upon request.

6.3. Failure to pay the tuition fee in due time results into cancellation of the juridical effects – rights and liabilities – that are the object of the present agreement. While the learning agreement is adjourned, the student cannot benefit from the educational services provided by WUT. In case the student does not pay the tuition fee by the end of the academic year s/he is enrolled in, s/he will be expelled, according to the *Code of students' rights and obligations* and the *Regulation concerning the BA and MA students' professional activity at the West University of Timișoara*.

6.4. In case the student is expelled, the parties agree that any liability resulting from failure to pay the tuition fees is cancelled.

6.5. The present agreement will also cease in case of force majeure. The force majeure will be acknowledged by a competent authority. The invoking party is bound to notify the other party, in writing, within no more than 5 calendar days from its occurrence, and the confirmation of the force majeure needs to be communicated within no more than 15 calendar days from its occurrence. The force majeure shall hold harmless the invoking party, the other party having no right to ask for damages.

Article 7. Disputes

7.1. The parties agree that all disputes over the validity of the present agreement or arisen over its interpretation, implementation or termination will be settled out of court.

7.2. Should it be impossible for the disputes to be settled out of court, the parties will resort to litigation.

7.3. The present agreement will be interpreted in accordance with Romanian laws.

7.4. In case of interpersonal disputes, indecent behaviour, physical and verbal aggression, sexual harassment regarding the relations with other students or the relations between the student and his/her teachers, both student and teachers have the right to make an appeal to the WUT Ethics Committee.

7.5. In defence of his/her rights, the student has the right to make an appeal through a petition to the faculty or the university management.

Article 8. Final provisions

8.1. By signing the present agreement, the student declares that he/she has taken cognizance of the content of all the regulations, methodologies, procedures, academic discipline and ethical rules and of other standards within WUT and its faculties and, at the same time, acknowledges his/her obligation to take cognizance of any amendments / additions.

8.2. The *Information note* regarding the processing of personal data has to be presented to the student upon signing the learning agreement.

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

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

8.5. The present agreement comes into effect starting with the date it is signed.

8.6. The present agreement has been executed in 2 original copies, one for each party, and represents the will of the contracting parties. One copy of the agreement 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 Timisoara, 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

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 Timisoara 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,