

MASTER PROGRAMME LEARNING AGREEMENT PART-TIME FORM OF EDUCATION

no. ____ / _____

Concluded between:

1. West University of Timișoara, 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: _____,

Telephone: _____,

E-mail: _____,

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

Faculty of _____, MA domain

_____ MA study

programme _____, type of

education: part-time (IFR), financial status: paying,

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, 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 120 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 2022-2023.

Article 3. Parties' rights and liabilities

3.1. WUT rights and liabilities:

- it shall draw up the curriculum according to the objectives of the BA learning programme (expected learning outcomes), so as to provide 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 participate in tutorial and assisted activities;
- to use the material and logistical basis specific to the forms of part-time and distance learning;
- to take part in the university scientific, artistic and sports activities;
- to receive medical care within the medical offices especially provided for the students;
- 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. During university studies, the student has the following specific **liabilities**:

- 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;
- 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 duration 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 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;
- 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 amount and manner of payment of the tuition fee is set annually by the WUT Senate and can be paid in full or in instalments by the students occupying a fee paying place, according to *the Code of students' rights and obligations, the Regulation concerning the BA and MA students' professional activity at the West University of Timișoara and of the Regulation concerning the organization and conduct of admission to undergraduate academic studies*, as follows:

a) In the first year of study:

- the first tranche of 30% of the study fee upon registration, as scheduled during the admission process, posted on the WUT site, no later than **03.08.2022**, in the case of candidates admitted in the session related to the admission process of the month July 2022, and respectively **20.09.2022** in the case of candidates admitted in the session session related to the admission process of the month September 2022;
- the second tranche, representing 40% of the tuition fee, will be paid by **31 October 2022**;
- the third tranche, representing 30% of the tuition fee will be paid by **16 January 2023**.

b) In the following year of study:

- The first tranche, 50% of the tuition fee shall be paid by **31 October**;
- The second tranche, 50% of the tuition fee will be paid by **15 January**;

4.2. If the student makes a request to withdraw from studies after the beginning of the academic year, in the first year of studies, respectively until the date on which he is obliged to pay the second installment of the tuition fee, the installment of the tuition fee already paid is not refundable.

4.3. If the student pays the entire fee by 31 October, he/she shall be granted a 10% discount applied to the full amount of the tuition fee.

4.4. 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.

4.5. For the Master's studies starting with the **2022/2023** academic year, the tuition fee was set to _____ lei/year. 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 2022, this bearing an effect upon the instalments of the pending fee.

4.6. Failure to pay the tuition fees 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 reenrolment, 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 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. In case the student has paid the full tuition fee before it was due, it will not be reimbursed if the student chooses to adjourn, withdraw or transfer.

5.4. 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, today 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.

Dean,

Student,

Legal notice,