

ROMANIA
BABEȘ-BOLYAI UNIVERSITY OF CLUJ-NAPOCA
FACULTY OF _____

HIGHER EDUCATION LEARNING AGREEMENT
STUDENTS ENROLLED IN DISTANCE EDUCATION

No. _____ / _____ 2026

Art. 1. Legal basis: Higher Education Law No. 199/2023; Art. 9 of Government Decision (G.D.) No. 1011/2001; Art. 1166 of Law No. 287/2009 on the Civil Code; UBB Senate Decision No. 110/26.07.2024 approving the Regulations Governing the Professional Activity of Babeș-Bolyai University Students based on the European Credit Transfer System (ECTS), as subsequently amended and supplemented; and UBB Senate Decision No. 15/16.02.2026 approving the Tuition and Fees Regulations for the 2026-2027 academic year, as subsequently amended and supplemented.

Art. 2. The Parties:

2.1. Babeș-Bolyai University, headquartered in Cluj-Napoca, 400084, 1 Mihail Kogălniceanu Street, Tax Identification Number (TIN) 4305849, account no. RO35TREZ21620F330500XXXX opened at the Cluj-Napoca Treasury, legally represented by Rector Professor Daniel David, PhD, in its capacity as an accredited state higher education institution, registered as a personal data controller under registration no. 5533, hereinafter referred to as the University, and

2.2. Mr./Ms. _____, resident in _____, address _____, county _____, born on _____, identity card _____ serial number _____, National Identification Number _____, as student at Babeș-Bolyai University, Faculty of _____, field _____, degree programme _____, study cycle _____, hereinafter referred to as the Student.

Art. 3. Scope of the Contract:

3.1. The scope of this contract is to govern the delivery of distance learning activities by regulating the relationship between the University and the student, while establishing the rights and obligations of the signatory parties in accordance with current legislation, relevant ministerial orders, the provisions of the University Charter, and the decisions of the University Senate.

Art. 4. Duration of the Contract:

4.1. This contract is concluded for the standard duration of study, as prescribed by current regulatory frameworks, commencing with the 2026-2027 academic year.

4.2. The University has adopted the Regulations Governing the Professional Activity of Babeș-Bolyai University Students based on the European Credit Transfer System (ECTS), the content of which it undertakes to make publicly available by publishing it on the University's website.

Art. 5. Rights and Obligations of the Parties:

5.1. The rights of the UNIVERSITY include the following:

- a) To establish the conditions for the student's application, enrolment, academic progression, interruption of studies, expulsion, reapplication, and re-enrolment;
- b) To oversee and monitor the student's compliance with the contractual obligations assumed under this contract and any other agreements concluded with the University;
- c) To oversee and monitor the student's fulfilment of their student duties;
- d) To determine the amount of the tuition fee based on the specific costs of education and the decisions of the University Senate;
- e) To establish the collection methods and payment deadlines for tuition fees.

5.2. The obligations of the UNIVERSITY include the following:

- a) To organise university-level educational activities, including the assessment of knowledge, in accordance with statutory regulations and internal rules adopted on the basis of university autonomy;

- b) To provide the student, at the beginning of each academic year, with course syllabi, course materials, accompanying auxiliary materials (defined as any other resources necessary for learning), and the scheduling of tutorials and continuous assessments;
- c) To conclude the annual learning agreement with the student prior to the commencement of each academic year, specifying the educational activities the student undertakes to complete and the number of credits allocated to each activity;
- d) To register the student in the Unique Matriculation Register (RMU) of Romanian universities;
- e) To issue, free of charge, diplomas, academic transcripts, and documentation attesting to student status, in accordance with current legislation and the decisions of institutional governing bodies;
- f) To organise and allow the student's registration for the final graduation examination;
- g) To make no distinction, regarding the quality of the teaching process, between students admitted to different forms of study;
- h) To inform students annually of the tuition fee amount due for each year of study, at least 15 days prior to the start of the academic year, by publishing it on the University's website;
- i) To refrain from modifying the tuition fee amounts during the course of an academic year;
- j) To approve, through the respective faculty management, student withdrawal requests within 2 (two) business days of registration;
- k) To communicate any decision regarding expulsion within 5 days of its issuance by publishing it on the AcademicInfo platform;
- l) To use exclusively the institutional email address for all communication with the student;
- m) To ensure the security of all student personal data in accordance with the European General Data Protection Regulation (EU) 2016/679 (GDPR) and national data protection legislation by implementing appropriate technical and organisational measures.

5.3. The rights of the STUDENT include the following:

- a) To participate in the teaching and professional training activities stipulated in the curriculum;
- b) To be a member of the university community, in accordance with current legal provisions;
- c) To sit, during scheduled sessions, examinations and other forms of continuous assessment of acquired knowledge;
- d) To sit final graduation examinations during the scheduled sessions;
- e) To exercise freedom of expression, while respecting legal boundaries;
- f) To benefit from the provisions of the Regulations Governing the Professional Activity of Babeş-Bolyai University Students based on the European Credit Transfer System (ECTS) and the Regulations on Granting Student Scholarships;
- g) To enjoy all rights, facilities, and opportunities established by current legislation, the Code of Student Rights and Obligations approved by Ministry of Education (M.E.) Order No. 4394/2024, and the regulations adopted by the governing structures of the University;
- h) To benefit from the protection of their personal data in accordance with the European General Data Protection Regulation (EU) 2016/679 (GDPR) and national legislation. The student may exercise all personal data protection rights specified in Chapter III of the GDPR and the Confidentiality Policy of Babeş-Bolyai University.

5.4. The obligations of the STUDENT include the following:

- a) To fulfil the obligations assumed under the higher education learning agreement and any other contracts concluded with the University;
- b) To complete all tasks assigned to them in accordance with the curriculum and the course syllabi of the subjects included in the annual learning agreements;
- c) To comply with the training programme established by the governing structures of the University and communicated by the departments of the faculties responsible for distance learning;
- d) To respect the rule of law and all regulations adopted by the governing structures of the University, particularly those pertaining to academic discipline and ethics;
- e) To ensure independent access to the internet through their own means;

- f) To assume the status of a member of the university community and exercise all due diligence, when requested, to actively participate under the guidance of teaching and research staff in the research activities conducted within the University, with a view to achieving the objectives of competitiveness and excellence;
- g) To use in good faith the facilities and material assets allocated to the educational process;
- h) To pay the tuition fee established and published annually by the University, in the amount, manner, and by the deadlines set and announced annually via publication on the University's website;
- i) To bear a late payment penalty of 0.04% of the outstanding amount for each day of delay;
- j) To refrain from requesting a refund of fees paid in the event of expulsion, definitive academic mobility to other higher education institutions, withdrawal from studies, or reallocations (shifts), except under the conditions, deadlines, and in the amounts specified in Article 12 of Annex 1 to UBB Senate Decision No. 15/16.02.2026, and Annex 1 to this contract, respectively;
- k) To verify their academic record within their personal account on the AcademicInfo platform and promptly report any errors without delay;
- l) To use exclusively the institutional email address for all communication with the University;
- m) To ensure the protection of any personal data they may come into contact with during the course of their student activities at UBB, in accordance with applicable personal data protection legislation and the internal regulations of UBB. The aforementioned data protection obligation shall remain in full force and effect even after the termination of the contractual relationship with UBB.

Art. 6. Payment Methods and Terms:

6.1. The amount of the tuition fee is determined annually by the University Senate, upon the proposal of the faculties, and shall be notified in accordance with the terms set out in this contract.

6.2. The tuition fee shall be paid in full or in instalments by the deadlines and under the conditions established and announced by the University.

6.3. Failure to pay tuition fees within the deadlines specified in this contract shall result in the accrual of late payment penalties. The payment of accrued penalties must be made on the date the principal debt is settled.

6.4. Failure to pay tuition fees and/or any due late payment penalties prior to an assessment date shall result in the student being barred from sitting the assessment, subject to the standard consequences of non-attendance.

6.5. An expelled student may only re-enrol in degree programmes offered by the University upon the full settlement of any outstanding debts owed to the institution.

Art. 7. Termination of the Contract:

7.1. The higher education learning contract may be terminated by the mutual written consent of the parties. Any obligations accrued up to the date of termination must be fulfilled in accordance with the contractual terms.

7.2. The higher education learning contract shall terminate upon the student's graduation. Any obligations accrued up to the date of termination must be fulfilled in accordance with the contractual terms.

7.3. The University may unilaterally terminate this contract for cause in the event of non-fulfilment of obligations by the student. In such cases, the University shall be entitled to the payment by the student of all accumulated debts, outstanding penalties, and/or material damages.

7.4. This contract shall terminate automatically by operation of law if the student requests withdrawal from studies or academic mobility to another higher education institution.

7.5. No forbearance or indulgence granted by the University shall be construed as a waiver of the expulsion clauses or the explicit forfeiture clauses (pacta commissoria) stipulated herein.

Art. 8. Final Provisions

8.1. In the event of any dispute arising out of or in connection with the interpretation, performance, or termination of this contract, the parties agree to submit to the exclusive jurisdiction of the competent courts of Cluj-Napoca.

8.2. The student consents to the processing of personal data verifying their status as an enrolled student, particularly for the purpose of granting statutory benefits, including health insurance without payment of contributions and subsidised or free transport.

8.3. The contracting parties mutually agree that any of the following types of signature applied to this contract – namely a handwritten signature, a handwritten signature transmitted in duplicate, a scanned or digitally transmitted handwritten

signature, a simple electronic signature, or an advanced electronic signature – shall constitute conclusive evidence of the parties' express agreement to the clauses of this contract.

8.4. This contract is executed at the University today, _____ 2026, in 2 (two) original counterparts, one for each contracting party.

BABEȘ-BOLYAI UNIVERSITY OF CLUJ-NAPOCA

STUDENT

RECTOR,

Last Name: _____

First Name: _____

FACULTY CHIEF ADMINISTRATOR,

Signature: _____

ANNEX 1 – Regulations for Special Situations in Accordance with Article 12 of the Regulations Governing Admission, Tuition, and Graduation Fees

1. Withdrawal from studies – at Bachelor’s or Master’s level – shall be processed upon submission of an application approved by the faculty management, either prior to or following enrolment.

a. First-year students admitted to fee-paying places shall sign the learning agreement upon confirmation of their place. In the event of a request to withdraw from studies, submitted by means of a written and registered application to the faculty secretariat during the period between the signing of the contract and the day prior to the commencement of the academic year, the tuition fee payments shall be refunded in full.

b. With the exception of first year students, all students who request to withdraw from studies prior to the beginning of the academic year will receive a full refund of the tuition fee paid in advance for the period remaining from the time of withdrawal, by the end of the academic year.

c. Following the commencement of the academic year and subsequent to enrolment, students enrolled in fee-paying programmes, regardless of their year of study, shall owe tuition fees calculated on the basis of the date of submission of the written withdrawal application, as follows:

- If the withdrawal application is registered during the first semester, the student shall owe 50% of the total annual tuition fee;
- If the withdrawal application is registered during the second semester, the student shall owe the total annual tuition fee in full.

d. The net tuition fee payable at the time of withdrawal shall be determined as the difference between the cumulative total fee owed and the cumulative total fees paid since the commencement of the academic year, plus any outstanding tuition fees from preceding academic years.

e. The refund of any amounts representing tuition fees shall be processed exclusively upon written application submitted subsequent to formal withdrawal.

2. Re-enrolment – at Bachelor’s or Master’s level – students shall pay the required fees in instalments, as follows:

a. The re-enrolment fee, along with any outstanding arrears from previous academic years (with the exception of outstanding examination fees), shall be paid prior to the commencement of the academic year in which the re-enrolment takes effect, within the deadlines established by the respective faculties for re-enrolled students (upon submission of the re-enrolment application);

b. The tuition fee applicable to the academic year in which the student is re-enrolled, comprising the following: fees for failed subjects from previous years (outstanding examinations) and any applicable fees for courses from subsequent years of study that the student requests to include in the learning agreement, which shall be paid over the course of the academic year as follows:

- Students from Romania, other Member States of the European Union (EU), the European Economic Area (EEA), or the Swiss Confederation shall pay, for the academic year in which they are re-enrolled, only the fees corresponding to failed examinations; these shall be treated as part of the tuition fee for the respective academic year, along with any applicable fees for subjects from subsequent years that the student requests to include in the learning agreement. Fees corresponding to semesters I and II shall be paid by no later than the 15th of December of the current academic year.
- Babeş-Bolyai University students who are citizens of states that are not members of the European Union (EU), the European Economic Area (EEA), or the Swiss Confederation, and who are enrolled on a self-funding basis in foreign currency, shall pay the tuition fees in the foreign currency amounts established for the 2026-2027 academic year, in accordance with Annex No. 4 to the Regulations Governing Admission, Tuition, and Graduation Fees.

3. Interruption of studies – at Bachelor’s or Master’s level – upon the resumption of their studies, students shall be required to meet any new requirements resulting from updates made to the curricula, including those relating to modifications in tuition fees. The tuition fees owed by students enrolled in fee-paying places who request an interruption of studies shall be determined as follows:

a. Following the commencement of the academic year and subsequent to enrolment, students enrolled in fee-paying programmes, regardless of their year of study, shall owe tuition fees calculated on the basis of the date of submission of the written application for the interruption of studies, as follows:

- If the application for the interruption of studies is registered during the first semester, the student shall owe 50% of the total annual tuition fee;
- If the application for the interruption of studies is registered during the second semester, the student shall owe the total annual tuition fee in full.

b. The net tuition fee payable at the time of the interruption of studies shall be determined as the difference between the cumulative total fee owed and the cumulative total fees paid since the commencement of the academic year, plus any outstanding tuition fees from preceding academic years.

4. Student academic mobility from external institutions to fee-paying places. Students who benefit from academic mobility shall be subject to the regulations established for the programme and year of study to which they have transferred. Students shall pay the tuition fees prescribed for the academic year in which the academic mobility takes effect.

5. In the event of redistribution (shift) from a fee-paying place to a state-funded place during the admission process – arising either from the withdrawal of candidates initially admitted to state-funded places or from the allocation of supplementary state-funded places – candidates shall be entitled to a full refund of the tuition fee or the fee fraction paid upon confirmation of their place. A place shall be deemed confirmed if the student pays at least the first instalment of the tuition fee in advance and signs the learning agreement. The refund of the fee shall be processed on the basis of the lists compiled by the faculty, without requiring the submission of an application to this effect.

6. In the event of redistribution (shift) from a state-funded place to a fee-paying place, students in years 2, 3, and 4, respectively, who are making standard academic progress without any interruption of studies, shall pay the tuition fee applicable to their student cohort.

ANNEX 2 – NOTICE ON THE PROTECTION OF PERSONAL DATA

Babeş-Bolyai University is a Data Controller, as defined in Article 4 para. 7 of the European General Data Protection Regulation (EU) 2016/679 (GDPR), and performs operations or sets of operations through which it processes personal data.

Please be informed that your personal data shall be processed in accordance with the provisions of the Higher Education Law No. 199/2023 and its subsequent legislation.

For further information regarding the protection of students' personal data, please access the following link: <https://www.ubbcluj.ro/ro/politici/files/informare-PDCP-studenti-masteranzi-doctoranti-UBB-2024.pdf>.

You may also access the Babeş-Bolyai University Privacy Policy to learn more about the manner in which we ensure the protection of personal data and compliance with the GDPR: <https://www.ubbcluj.ro/ro/politici/>.

To ensure the exercise of your rights regarding personal data protection, you may contact the Data Protection Officer (DPO) of the University.