

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

HIGHER EDUCATION LEARNING AGREEMENT
STUDENTS ENROLLED IN DISTANCE EDUCATION

No. _____ / _____ 2021

Art. 1. Legal grounds: Article 139, letter c of National Education Law No. 1/2011, Law No. 288/2004 on organising higher education degrees, art. 9 of Government Decision No. 1011/2001, art. 1166 of Law No. 287/2009 on the Civil Code, the UBB Senate Decision No. 11/15.02.2021 regarding the approval of the Regulation for Tuition Fees for the 2021-2022 academic year.

Art. 2. Parties:

2.1. **Babeș-Bolyai University**, located in Cluj-Napoca 400084 1 Mihail Kogălniceanu Street, account RO35TREZ21620F330500XXXX open at Cluj-Napoca Treasury, tax code 4305849, legally represented by Rector Professor Daniel David, PhD, as an accredited state higher education institution, registered as a personal data controller under no. 5533, referred to as 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
_____, specialisation _____,
level _____, hereinafter referred to as student.

Art. 3. Purpose of the Agreement:

3.1. The purpose of this agreement is to govern distance education educational activities by regulating relationships between the university and students, as well as to define the rights and obligations of the signatory parties, in accordance with current legislation, ministerial orders, university statutes, and Senate decisions.

Art. 4. Term of the Agreement:

4.1. This agreement is signed for the regular school term, as defined by the applicable regulatory measures, beginning with the 2021-2022 academic year.

4.2. The University has adopted the credit transfer guidelines, the content of which will be made available to the public by posting it on its own website.

4.3. If a student does not complete the study programme within the typical time frame, they will request the conclusion of a new study agreement under the terms provided by the university at that time.

Art. 5. Rights and responsibilities of the parties:

5.1. The rights of the university are as follows:

- a) establishes the requirements for student application, enrolment, study, interruption, expulsion, reapplication, and re-enrolment;
- b) oversees and monitors the student's compliance with the contractual obligations imposed by this agreement and other agreements with the institution;

- c) oversees and monitors the student's commitment to their student responsibilities;
- d) determines the amount of the tuition fee based on the specific costs of education and Senate decisions;
- e) defines the method of collection and payment of tuition fees.

5.2. The responsibilities of the university are as follows:

- a) conducts educational activities at the university level, including knowledge evaluation, in compliance with legal regulations and internal rules based on university autonomy;
- b) provides syllabi and course materials to students at the start of each academic year, as well as accompanying auxiliary materials defined as any extra resources required for learning, planning tutorials, and evaluations;
- c) concludes the annual learning agreement with the student prior to the start date of each academic year, which sets out the educational activities that the student undertakes to complete and the number of credits associated with each of these activities;
- d) issues free of charge study records and documentation attesting to student status, in compliance with current legislation and institutional governing bodies' decisions;
- e) organises the exit exam and registers students to sit the exit exam;
- f) in terms of the quality of the educational process, there is no distinction between students admitted to different forms of education;
- g) informs students of the tuition fee amount due for each year of study on an annual basis, at least 15 days before the start of the academic year, by posting on its own website;
- h) sends the decision of expulsion within 10 days of issuance, by registered mail with recorded delivery to the student's last reported address;
- i) authorises withdrawal requests through faculty administration within 2 (two) business days of submitting the application request;
- j) will not modify the amount of tuition fees established for an academic year.

5.3. The rights of the STUDENT are as follows:

- a) engages in the didactic and professional training activities provided in the curriculum;
- b) is a member of the university community, in accordance with the legal provisions in force;
- c) takes the final exams during the scheduled sessions and the exit examinations;
- d) enjoys the provisions of the Transferable Credits Regulation;
- e) enjoys all of the rights, facilities, and opportunities stipulated by current legislation, the Code of Student Rights and Obligations approved by M.E.C.T.S. Order No. 3666/2012, and the regulations implemented by the university's organisational structure.
- f) benefits from tuition fee refund within a maximum of 10 (ten) days of the approval of the request to withdraw from studies, as follows:
 1. the student who withdraws from studies within 5 (five) days of signing the agreement and has not received the teaching materials is entitled to a refund of the paid fee.
 2. the student who requests withdrawal from studies after 5 (five) days following the agreement signing but before the first direct tutorial activity receives a refund of the paid fee, minus 15% of the annual fee.

3. the student who requests withdrawal from studies after completing the first direct tutorial activity but before completing more than half of the total scheduled tutorial activities receives a reimbursement of less than half of the annual fee.
 4. The student who withdraws from studies after completing more than half of the total scheduled tutorial activities does not receive a fee refund.
- 5.4. The responsibilities of the STUDENT are as follows:
- a) meets the obligations imposed by the higher education learning agreement
 - b) complies with the university's training programme, as developed by the university's administrative structures and disseminated by the departments of the faculties responsible for distance education;
 - c) complies with the rules and regulations enacted by the university's administration structures, particularly those pertaining to university discipline and ethics;
 - d) makes sure they have access to the internet;
 - e) assumes the status of a member of the university community and makes every effort, when required, to actively participate in research activities carried out at the University under the supervision of teachers and researchers in order to meet the objective of competitiveness and excellence;
 - f) pays the tuition fee established and published annually by the UNIVERSITY in the amount, form, and term set and announced annually by posting at each faculty and on its own website;
 - g) carries a penalty of 0.04 percent of the outstanding amount for each day overdue;
 - h) does not seek a refund of fees paid in the event of expulsion, academic mobility to other higher education institutions, withdrawal from studies, or shifts, except under the conditions, deadlines, and amounts specified in art. 12 of Addendum 1 of the UBB Senate Decision no.11/15.02.2021, the addendum to the present agreement, respectively.

Art. 6. Payment and payment terms:

- 6.1. The amount of the tuition fee is established annually by the University Senate, based on the proposal of the faculties, and is specified in the terms of this agreement.
- 6.2. The tuition fee is paid in full or in instalments, according to the university's terms and conditions.
- 6.3. Failure to pay tuition fees within the terms specified in this contract results in the imposition of penalties. The late payment penalty will be paid when the entire outstanding amount is paid.
- 6.4. Failure to pay tuition fees and/or penalties due for non-payment on time, no later than the start date of the semester exam sessions, as provided by the established academic year structure, results in a restriction on student participation in examinations and incurs non-participation consequences.
- 6.5. Failure to pay tuition fees, contractual subjects, and/or penalties due for non-payment on time, no later than the beginning of the next semester, as provided by the established academic year structure, gives the institution the right to expel the student with all the implications of expulsion.
- 6.6. The student who was expelled for non-payment of fees and/or penalties incurred for non-payment on time may re-enrol in degree programmes offered by the university, but only if all obligations are paid.

Art. 7. Termination of the Agreement:

- 7.1. The learning agreement may be terminated by mutual consent of the parties. Obligations imposed prior to termination must be carried out in accordance with the contractual terms.

7.2. The learning agreement terminates upon completion of studies. Obligations imposed prior to termination must be carried out in accordance with the contractual terms.

7.3. The institution may unilaterally terminate the agreement if the student fails to meet their obligations. The institution reserves the right to seek reimbursement from the student for any accrued amounts, related penalties, and/or material losses.

7.4. The agreement is legally terminated if the student requests withdrawal or transfer to another higher education institution.

7.5. Any forbearance shown by the University cannot be construed as a waiver of the expulsion terms and the stipulated commissoria lex.

Art. 8. Other provisions

8.1. In the event of a dispute resulting from the interpretation, execution, or termination of this agreement, the parties will seek redress from the Cluj-Napoca courts.

8.2. The student consents to the processing of data indicating their status of enrolled student, particularly in order to provide legal benefits such as health insurance without contribution payment and free transportation.

8.2. This agreement was signed at the University, today _____ 2021, in 2 (two) copies, one for each party.

8.3. This agreement is signed on behalf of the University by the Dean of the Faculty of _____, who is authorized by Decision no. _____ of _____ issued by the Rector of the UNIVERSITY.

BABEȘ-BOLYAI UNIVERSITY OF CLUJ-NAPOCA

STUDENT

RECTOR,

Last Name:

First Name:

FACULTY CHIEF ADMINISTRATOR,

Signature:

ADDENDUM - Regulations for special cases in accordance with Tuition Regulation Article 12

1. Withdrawal from education (undergraduate or master's degree) is available by submitting an application request accepted by the faculty management or head of faculty prior to or after enrolment.
 - a. First year students, admitted on tuition will sign the learning agreement upon confirmation of place. If a student files a registered request to withdraw from studies to the faculty secretariat during the time period from signing the agreement to the day preceding the start of the academic year, tuition payments (fees) will be fully repaid.
 - b. With the exception of first-year students, all students who request to withdraw from studies prior to the start of the academic year will get a full refund of their tuition cost paid in advance.
 - c. Following the start of the academic year, for registered students attending tuition-based programmes, regardless of the year of study, the tuition due is calculated according to the date of submitting the request for withdrawal as follows:
 - If the withdrawal request is made during the first semester, the tuition fee will be reduced by half;
 - If the withdrawal request is made during the second semester, the tuition cost is payable in full.
 - d. Net cost owed on withdrawal will be calculated as the difference from the overall payable fee to the overall fee paid cumulatively from the start of the academic year, to which will be added any outstanding fees in the preceding academic years.
 - e. The refunding of any amounts of tuition fees will be made only upon request after the withdrawal.
2. **Re-enrolment** - undergraduate, master's degree - students will pay the re-enrolment cost in addition to any payments owed from previous academic years of study while they were enrolled in degree programmes at UBB, as well as the first instalment of the tuition fee for the academic year in which the re-enrolment is done.
3. **Interruption of studies** - undergraduate, master's level - students must meet the requirements resulting from the updating of the curricula, including those relevant to changes in the tuition cost, upon resuming studies. The tuition fees to be paid by students enrolled on tuition that require interruption of studies is determined as follows:
 - a. After the start of the academic year, the tuition due for enrolled students attending degree programmes on tuition, regardless of the year of study, is calculated based on the date of submitting the request for interruption of studies, as follows:
 - If the request for interruption of studies is submitted during the first semester the tuition fee due will be 50%;
 - If the request for interruption of studies is submitted during the second semester the tuition cost is payable in full;
 - b. Net fee payment at the time of interruption of studies is calculated as the difference between the total fee payable and the total fee paid cumulatively from the beginning of the academic year to which any unpaid fees in previous academic years will be added.
4. **Student academic mobility from other institutions on tuition places.** Students who benefit from academic mobility will comply with the system established for the programme and year of study to which they were transferred. Students will pay corresponding tuition for the academic year in which the academic mobility was operated.
5. Candidates are entitled to a tuition fee refund or a refund of the instalment paid upon confirmation of place if they are redistributed from a tuition place to a state funded place following the admission exam, as a result of the withdrawal of candidates initially admitted on state funded places, or as a result of supplementing the number of state funded places. A place is considered confirmed if the student pays in advance at least one instalment of the tuition fee and signs the learning agreement. Tuition fee refunds are granted based on a request made to the Faculty within three years of the date of tuition payment.
6. In the event of a transfer from state-funded to tuition-based places, students in years 2, 3, and 4 who are on a regular track with no interruptions in their studies will pay the tuition fee equivalent to their class.



DECLARATION OF CONSENT

I, the undersigned _____, resident in _____, National Identification Number _____, as a candidate applying for admission/candidate admitted to the degree programmes offered by Babeș-Bolyai University in Cluj-Napoca, hereby expressly and unequivocally consent to the processing of my personal data by any means, including lawful transmission to third parties in accordance with the applicable European legislation - Regulation 2016/679 /EU, Directorate 2002/58CE, by the public higher education institution and by any other entity empowered to assess or to exercise control over its activities.

Consent freely and unequivocally expressed covers legitimate data processing conducted by Babeș-Bolyai University of Cluj-Napoca throughout the admission period and afterwards during my studies. The consent also extends to the legitimate processing of data carried out by Babeș-Bolyai University of Cluj-Napoca after graduation, where such processing is required by law, carried out in the public interest, or is intended for the normative operations of public authorities and agencies.

I fully understand and agree that the data processing carried out by Babeș-Bolyai University in Cluj-Napoca is carried out for all purposes specified in Law No. 1/2011 or subsequent legislation, as well as for purposes related to the higher education institution's mission or closely related to this mission. I also understand that I have the right to exercise the rights derived from the execution of Articles 15-22 of Regulation 2016/679/EU at any time and without restriction, taking responsibility for any consequences that may result from this.

This Declaration covers the processing of any personal data, including identification, biometrics, and data related to academic records. This statement also covers, for instances involving the declarant's direct benefit, any processing linked to health status, ethnic origin, or religious affiliation.

Last name and first name: _____

Date: _____, 2021

Signature: _____