

ROMANIA
BABEŞ-BOLYAI UNIVERSITY IN CLUJ-NAPOCA
FACULTY OF _____

ACADEMIC LEARNING CONTRACT
STUDENTS ADMITTED TO DISTANCE LEARNING
No. _____/ _____ 2020

Art. 1. Legal grounds: art. 139 lett. c of the National Education Law No. 1/2011, Law No. 288/2004 regarding the organisation of university studies, art. 9 of the GR No. 1011/2001, art. 1166 of Law No. 287/2009 regarding the Civil Code and UBB Senate Resolution No. 5516/31.03.2020 for approving the 2020-2021 Fee Regulations.

Art. 2. The parties:

2.1. BABEŞ-BOLYAI UNIVERSITY, with headquarters in Cluj-Napoca 400084, No. 1 Mihail Kogălniceanu Street, account No. RO35TREZ21620F330500XXXX at the Cluj-Napoca Treasury, fiscal code 4305849, legally represented by Rector Prof. Dr. Daniel David, as a certified higher education institution, registered as personal data operator No. 5533, hereunto called THE UNIVERSITY and

2.2. Mr./Ms. _____, with residence in _____, No. _____, _____ Street, ap. _____, county of _____, born on _____, identification document _____, series _____, No. _____, PIN _____, in their quality as student of Babeş-Bolyai University, Faculty of _____, field of _____, specialisation _____, level _____, hereunto called THE STUDENT.

Art. 3. Object of contract:

3.1. The object of the present contract is to perform activities of distance learning, by regulating the relationship between THE UNIVERSITY and THE STUDENT, according to the rights and obligations of the signing parties, in compliance with the current legislation, orders of the competent minister, provisions of the University Charter and resolutions of the University Senate.

Art. 4. Term of contract:

4.1. The parties enter into the present contract for the normal duration of the schooling period, pursuant to the normative acts in effect, beginning with the 2020-2021 academic year.

4.2. THE UNIVERSITY adopted the Regulation of transferable credits, whose content THE UNIVERSITY must make public on its webpage.

4.3. THE STUDENT who does not conclude their study programme as foreseen by the normal duration of the study programmes, will request the forced conclusion of a new learning contract, according to the conditions offered by the university at that time.

Art. 5. Parties' rights and obligations:

5.1. THE UNIVERSITY's rights are:

a) to establish the conditions for the student's registration, enrolment, schooling, interruption, expulsion, re-registration and re-enrolment to studies;

- b) to monitor and keep track of the way the student complies with their contractual obligations born by the present contract and by other contracts signed with the university'
- c) to monitor and keep track of how the students complies with their duties as student;
- d) to establish the quantum of the tuition fee, based on the costs of said schooling and the Senate's resolutions;
- e) to establish tuition fee collection and terms of payment.

5.2. THE UNIVERSITY's obligations are:

- a) to organise educational activities, including exams, at a university level, in compliance with the legal provisions and the internal regulations adopted based on university autonomy;
- b) to guarantee the student, at the beginning of each academic year, the syllabi and the handbooks, the respective auxiliary materials defined as any resource necessary for the process of learning; it will also guarantee programming of tutorials and tests;
- c) to sign the annual learning contract with the student, prior to the beginning of each academic year, specifying the educational activities that the student must perform and the number of credits corresponding to each of those activities;
- d) to release cost-free the study documents and documents certifying the student's status, in compliance with the acting legislation and the resolutions of institutional governing bodies;
- e) to organise and allow the student's enrolment to the study final exam;
- f) not to differentiate between students admitted to various forms of education, regarding the quality of the didactic process;
- g) to inform students, on an annual basis, at least 15 days prior to the start of the academic year, of the fee for each year of study, by posting the information the institution's webpage;
- h) to communicate the decision of expulsion, within 10 days from the release, by registered letter with form of acknowledgement transmitted to the most recent residence declared by the student;
- i) to approve the request for withdrawal within 2 (two) working days from the application, through the faculty management team;
- j) not to alter the quantum of fees during the academic year.

5.3. THE STUDENT's rights are:

- a) to participate in didactic activities and professional training activities stipulated in the curriculum;
- b) to be part of the academic community, in compliance with the acting legal provisions;
- c) during scheduled sessions, to give exams and final exams;
- d) to benefit from the provisions of the Regulation for transferable credits;
- e) to benefit from all rights, facilities and opportunities established by the current legislation, by the Code of student's rights and obligations approved by the Order of the Minister of Education No. 3666/2012 and by the regulations adopted by the university governing structures;
- f) to benefit from the reimbursement of the tuition fee within a max. of 10 (ten) days from the approval of the request to withdraw from studies, as follows:

1. the student requesting to withdraw from the studies within max. 5 (five) days from signing the study contract and who has not yet received study resources, may be reimbursed with the acquitted fee;

2. the student requesting to withdraw from the studies within max. 5 (five) days from signing the study contract, but before the beginning of the first direct tutorial activity, may be reimbursed with the acquitted fee, less 15% of the annual fee;

3. the student requesting to withdraw from the studies before the beginning of the first direct tutorial activity, but during less than half of the total number of scheduled tutorial activities, may be reimbursed with the acquitted fee, less 50% of the annual fee;

4. the student requesting to withdraw from the studies after the completion of more than half of the total number of scheduled tutorial activities does not benefit from the fee reimbursement.

5.4. THE STUDENT's obligations are:

a) to fulfil obligations born in the learning contracts;

b) to comply with the training programme established by the university governing structures and announced by the faculty compartments responsible for distance learning;

c) to comply with the law and all regulations adopted by the university governing structures, especially with those referring to discipline and academic ethics;

d) to guarantee the access to the internet network by their own means;

e) to be a member of the university community by promoting the university values and missions, and be extremely diligent when asked to actively participate, under the guidance of teaching and research staff, in academic activities organised by the University with the view to reaching the objectives of competitiveness and excellence;

f) to pay the tuition fee annually established and announced by the UNIVERSITY, in the established quantum, manner and at the established time announced annually through posts at each faculty and on the institution's webpage;

g) for the fee unpaid in due time, to pay a penalty of 0,04% of the respective fee, for each day of delay;

h) not to request the reimbursement of paid fee in the case of expulsion, academic mobility to other higher education institutions, study withdrawal and gliding unless they meet the conditions, terms and quantum foreseen in art. 12 of Addendum 1 of the UBB Senate Resolution No. 5516/31.03.2020, respectively the addendum to the present contract.

Art. 6. Payment and payment conditions:

6.1. The quantum of the tuition fee is established annually by the University Senate, upon proposal from faculties, and is made public in compliance with the stipulations of the present contract.

6.2. The tuition fee is paid in full or in instalments upon the due dates and meeting the conditions established and announced by the university.

6.3. The non-payment of tuition fees in compliance with the present contract leads to penalties. The penalties are deposited on the date of the payment of primary debits.

6.4. The non-payment of tuition fees and/or of penalties due for non-payment within the term, at the date of the beginning of semestrial exam sessions the latest, as foreseen by the approved structure of the academic year, leads to the student not being allowed to participate in exams and therefore suffer the consequences of failing to take exams.

6.5. The non-payment of tuition fees, of disciplines under the contract and/or penalties due for non-payment on term, at the date of the beginning of the following semester the latest, as foreseen by the approved structure of

the academic year, gives the university the right to expel the student and may result in consequences corresponding to said expulsion.

6.6. The student expelled for not paying the fees and/or the penalties due for non-payment on term may enrol again in the study programmes offered by the university, only if the student will have paid the fees they owe the institution.

Art. 7. Termination and annulment of the contract:

7.1. The learning contract may be terminated by agreement between the parties. The obligations resulted until the termination date must be applied within contractual conditions.

7.2. The learning contract will terminate upon the finalisation of studies. The obligations resulted until the termination date must be applied within contractual conditions.

7.3. The contract may be annulled unilaterally by the university due to the student's non-compliance with their obligations. In this case, the university has the right to demand the student pay the accumulated debits, respective penalties and/or material damage.

7.4. The annulment of the contract is rightfully applied when the student requests their withdrawal from studies or their transfer to another higher education institution.

7.5. Any concession on behalf of THE UNIVERSITY cannot be interpreted as a renunciation of the stipulated clauses regarding expulsion and commissary pact (*commissoria lex*).

Art. 8. Other clauses:

8.1. In the case of disputes resulting from the interpretation, execution or annulment of the present contract, the parties will address the courts of competent jurisdiction in Cluj-Napoca.

8.2. The student agrees with the processing of their personal data, proving their status as enrolled student, especially with the view to have legal benefits regarding health insurance exempt from payment of contributions, and free transportation.

8.3. The present contract was concluded today _____ 2020, at THE UNIVERSITY, in 2 (two) copies, one for each contractual part.

8.4. On behalf of THE UNIVERSITY, the present contract is signed by the Dean of the Faculty of _____, authorised based on Resolution No. _____ of _____, issued by the UNIVERSITY Rector.

BABEŞ-BOLYAI UNIVERSITY OF CLUJ-NAPOCA

STUDENT

DEAN,

Surname:

Name:

FACULTY HEAD ADMINISTRATOR,

Signature:

ADDENDUM – Regulations for certain situations stipulated in art. 12 of the Regulation of Tuition Fees

- 1. Withdrawal from studies** - Bachelor's or Master's degree - is achieved based on a request approved by the faculty management, prior to the enrolment or after the enrolment.
 - a. First-year students, declared admitted to studies on fee, will sign a learning contract upon their confirmation of the place. In the case of a request for withdrawal from studies, by written request registered at the faculty secretary's office, within the time from signing the contract and the day prior to the beginning of the academic year, tuition fees are to be fully reimbursed.
 - b. In the case of request for the withdrawal from studies prior to the beginning of the academic year, students, others than those in the first year, benefit from the full reimbursement of the tuition fee paid in advance.
 - c. After the beginning of the academic year, after the enrolment, students in study programmes on a fee, regardless of their year of study, have to pay the tuition fee depending on the moment they requested in writing for the withdrawal from studies, as follows:
 - If the request for withdrawal from studies is registered during the first semester of the academic year, the student will have to pay 50% of the total amount of the tuition fee;
 - If the request for withdrawal from studies is registered during the second semester of the academic year, the student will have to pay 100% of the total amount of the tuition fee.
 - d. The net fee to be paid upon the moment of withdrawal will be determined as the difference between the total fee owed cumulatively and the total fee paid cumulatively from the beginning of the academic year, adding to which there could be possible unpaid fees from previous academic years.
 - e. The reimbursement of possible sums of money representing the tuition fees will be done only upon request, after the withdrawal.
- 2. Re-enrolment** - Bachelor's or Master's degree - students will pay together with the re-enrolment fee the possible sum of money owed from previous academic years when the students studied at UBB and the first instalment of the tuition fee for the academic year when they apply for the re-enrolment.
- 3. Suspension of studies** - Bachelor's or Master's degree - upon resuming their studies, students have the obligation to fulfil the demands resulted in the updating of curricula, including those referring to alteration of fees. Tuition fees owed by the students enrolled on a fee who request the suspension of studies is determined as follows:
 - a. After the beginning of the academic year, after the enrolment, students in study programmes on a fee, regardless of the year of study, owe the tuition fee depending on the moment they requested in writing the suspension of studies, as follows:
 - If the request for suspension is registered during the first semester of the academic year, students owe 50% of the total tuition fee;
 - If the request for suspension is registered during the second semester of the academic year, students owe 100% of the total tuition fee.
 - b. The net fee to be paid upon the suspension of studies will be decided as a difference between the total amount owed cumulatively and the total fee paid cumulatively from the beginning of the academic year, adding to which there could be possible unpaid fees from previous academic years.
- 4. Academic mobility of students from other institutions on places with a fee.** Students on academic mobility follow the plan of the study programme and year where they have been transferred. Students will pay the tuition fee stipulated for the academic year of the academic mobility.
- 5. In case of gliding by re-distribution from places on fee to budgeted places,** upon the admission competition, as a result of the withdrawal of candidates who had initially been admitted on budgeted places, or as a result of added budgeted places, the candidates are entitled to the reimbursement of the fee or a fraction of the fee they paid upon confirmation of the place. A place is considered confirmed if the student pays in advance at least the first instalment of the tuition fee and signs the learning contract. The reimbursement of the fee is done based on a request submitted to the Faculty, within 3 years from the payment of the fee.
- 6. In case of gliding by re-distribution from budgeted places on fee,** second-, third-, respectively fourth-year students will pay the fee corresponding to their class, if they had a normal study path, without suspension of studies.