



Endorsed by the Legal Department: _____

Endorsed for preventive financial control: _____

FACULTY _____

MASTER'S DEGREE STUDY PROGRAM

MASTER'S DEGREE STUDY CONTRACT

No. _____ / _____ 2022

Art. 1. Contracting parties:

Pursuant to Law no. 1/2011 on National Education, with subsequent amendments and completions, GEO no. 133/2000, approved by Law no. 441/2001, with subsequent amendments and completions, and Art. 1166 et seq. of the Civil Code, this master's degree study contract was concluded between the following parties:

1.1. "VICTOR BABEȘ" UNIVERSITY OF MEDICINE AND PHARMACY OF TIMIȘOARA, headquartered in Timișoara 300041, P-ța Eftimie Murgu nr. 2, account (lei) RO21TREZ62120F330500XXXX, opened at the Timișoara Treasury, account (euro) RO53BTRL03604202A6896600, opened at Banca TRANSILVANIA SA - Timișoara, Tax ID Code 4269215, represented by Rector, Prof. Octavian Marius Crețu, MD, PhD., as an accredited state higher education institution, hereinafter referred to as the UNIVERSITY

and

2.2. Mr./Mrs. _____, residing in _____, Street _____, number ____, apartment _____, _____ County, born on _____, country _____, city/town _____, identified with ID _____ series __ no. _____, Personal ID number (CNP) _____, telephone _____, e-mail _____, as a student at the "Victor Babeș" University of Medicine and Pharmacy of Timișoara, enrolled in the master's degree study program _____, on a budgeted/non-budgeted place, hereinafter referred to as the STUDENT.

Art. 2. Object of the contract:

2.1. The object of this contract is the conduct of educational activities, regulating the relations between the UNIVERSITY, a higher education institution providing educational services, and the STUDENT, the beneficiary of educational services, specifying the rights and obligations of the signatory parties, in accordance with current legislation, orders of the relevant Minister, the provisions of the University Charter, and the decisions of the University Senate.



Art. 3. Duration of the contract:

3.1. This contract is concluded for the normal duration of the study program, as provided in the normative acts in force, starting with the academic year 2022/2023.

3.2. This contract will be supplemented by annual addenda, concluded with the agreement of the parties, at the beginning of each academic year, within the term established by the University's management.

3.3. The STUDENT who fails to complete the study program within the normal term, as a result of year repetition, resumption of studies in case of interruption, or re-enrolment after expulsion or withdrawal, will request the conclusion of a new study contract, under the conditions established by the University on the date of its conclusion.

Art. 4. Rights and obligations of the parties:

4.1. The UNIVERSITY's rights are:

- a) to establish the conditions for the registration, enrolment, schooling, interruption, expulsion, re-registration and re-enrolment of the student;
- b) to supervise and monitor the way in which the student complies with the contractual obligations assumed under this contract;
- c) to supervise and monitor the way in which the student observes his/her student duties;
- d) to establish the criteria for the annual ranking of students on the budgeted places in accordance with the legal provisions and the decisions of the management structures of the University;
- e) to establish the amount of the tuition fee and of the other fees;
- f) to establish the manner of collection and the terms of payment of tuition fees and other fees.

4.2. The UNIVERSITY's obligations are:

- a) to organise educational activities, including internship and knowledge assessment, at university level, in accordance with the legal provisions, the internal norms adopted based on university autonomy, and the curriculum, approved by the University Senate;
- b) to conclude with the student, at the beginning of each academic year, an addendum to the study contract;
- c) to register the student in the Unique Matriculation Register of Romanian Universities;
- d) to issue study and university documents free of charge;
- e) to organise and allow the registration of the student in the graduation examination;
- f) not to make a distinction between students admitted on non-budgeted places and those admitted on budgeted places regarding the quality of the educational process, the organisation of study formations;
- g) to inform the students annually, at least 15 days before the beginning of the academic year, regarding the amount of the fee for each year of study, by posting such fees at the faculty's headquarters and on its own website;
- h) not to change the amount of tuition fees during a university year;
- i) to evaluate, at the beginning of each academic year, the places funded from the state budget that will be part of the annual students' ranking procedure;
- j) to ensure the conditions for exercising students' rights, in accordance with the legislation in force;
- k) to ensure that students benefit from all the rights, facilities and opportunities established by the legislation in force, the *University Code on the rights and obligations of students*, and the regulations adopted by the management structures of the University.



4.3. The *STUDENT's rights* are:

- a) to submit, at the time of filling in the contract, the bachelor's degree and the diploma supplement/certificate of graduation, in the original, in the case of occupying state budgeted place. Failure to submit the requested documents, in the original, through the sole fault of the student within the established term leads to the loss of the state budgeted place;
- b) to participate in the didactic and professional training activities provided in the curriculum;
- c) to be a part of the university community, in accordance with the legal provisions in force;
- d) to sit for, in the scheduled sessions, the examinations and the other forms of assessment of acquired knowledge;
- e) to sit for, in the scheduled sessions, the graduation examinations;
- f) to use in good faith the material base assigned to the educational process;
- g) to benefit from free complementary assistance and services, within the limits of the normative provisions;
- h) to enjoy freedom of expression, in compliance with legal limits;
- i) to benefit from the provisions of the *Regulation on transferable credits* and the *Regulation for granting of scholarships*;
- j) the non-budgeted student is entitled to accommodation in residence halls, observing the limit of the available accommodation capacity left after the accommodation of the budgeted students;
- k) to benefit from all the rights, facilities and opportunities established by the legislation in force, by the Code on the rights and obligations of students, and by the regulations adopted by the management structures of the University;
- l) to be informed that the personal data of the students are nominally reported to the Ministry of Education (ME), through UEFISCDI.

4.4. The *STUDENT's obligations* are:

- a) to fulfil the obligations assumed under the study contract and any other contracts concluded with the University;
- b) to fulfil all the duties incumbent on him/her according to the curriculum and the syllabi, in compliance with the pass conditions within the University, namely: the student passes the academic year based on the minimum number of 45 credits for the academic year.
- c) to comply with the legislation and all regulations adopted by the management bodies of the University, in particular those relating to academic discipline and ethics;
- d) to inform the management of the Faculty of any situation likely to attract the modification of the status of budgeted or non-budgeted student;
- e) to pay the tuition fee and the other fees established and displayed annually by the UNIVERSITY in the amount, manner and within the term established by the *Regulation on the amount of tuition fees and other fees*, approved by the University Senate;
- f) in case of withdrawal / interruption, to pay the full tuition fee for the current academic year; the tuition fee is non-refundable;
- g) not to request the refund of the fees paid in case of expulsion or final academic mobility to other higher education institutions;
- h) to fill in and sign the addendum to the study contract at the beginning of each academic year, within the term established by the University's management;
- i) to give his/her consent to the processing of personal data proving the status of enrolled student in order to benefit from health insurance without payment of contribution and free/discounted domestic



rail transport for all categories of trains, class II, throughout the calendar year, regardless of distance or travel routes, according to the legal provisions in force;

j) to give his/her consent regarding the processing of personal data in order to exercise the rights ensured by the capacity of student or graduate, throughout the schooling, and at the end of studies;

k) to sign each time, if required, an *Information Note* regarding the processing of personal data;

k) to acknowledge that the trafficking and consumption of narcotics, hallucinogens and ethnobotanicals inside the residence hall and the University is prohibited;

m) to know and observe the University Regulations, and to acknowledge the modifications thereof during this contract. Modifications and completions of the Regulations will be communicated through the University's website;

n) other obligations provided by the *University Code on the rights and obligations of students*;

o) to observe the copyright of teaching staff on the didactic materials presented by them;

p) to inform the University of any modification/change of personal data or other data concerning him/her;

r) to use, in the relationship with the University (umft.ro account), only the institutional e-mail address received upon enrolment;

Art. 5. Tuition fee payment and payment terms (applies to non-budgeted students)

5.1. The amount of the tuition fee is established annually by the University Senate, and is notified under the conditions provided by this contract.

5.2. The tuition fee for the academic year 2022-2023 is **lei/year** of study, or **euro/year** of study, according to the Regulation on tuition fees and other fees, and can be paid as follows:

a. at the University cashier's office;

b. by bank transfer to the University's account opened at TREZORERIA TIMIȘOARA: (TIMIȘOARA TREASURY) RO21TREZ62120F330500XXXX, Tax ID Code: 4269215, specifying: "*tuition fee – last and first name of the student, Personal ID number (CNP), year of study, study program*"; (**in case of tuition fees established in lei**)

c. by bank transfer to the University's account: RO53BTRL03604202A6896600, opened at Banca TRANSILVANIA SA, Baroc Agency, Str. Palanca nr. 2, Piața Unirii, SWIFT/BIC Code: BTRLRO22TMA, specifying: "*tuition fee – last and first name of the student, year of study, Faculty/study program*", (**in case of tuition fees established in foreign currency**)

d. online, using a card.

5.3. For **all** cycles of university studies, in the **first year of study** (upon enrolment), the tuition fee is paid **in full** within the period established in the admission methodology. Failure to pay the tuition fee within the deadline set by the University's management will lead to the loss of the place.

5.4. (1) Starting with the second year of studies, for the master's degree university study cycle, students may pay the tuition fee **in full** or **in two equal instalments within 30 days** from the beginning of the academic year, and from the beginning of the 2nd semester, respectively (for students who pay the tuition fee in two equal instalments).

(2) After the expiration of the 30-day term provided by this Regulation for the payment of tuition fees, based on the accounting records, for students enrolled in the second year of study/complementary year, UMFVBT will apply **penalties of 0.1% for each calendar day of delay related to the amount due, for a period of 60 calendar days from the due date**.

(3) After the expiration of the **90 days**, UMFVBT has the right to expel master students who cannot prove the payment of the tuition fee within the term established in this Regulation.



5.5. The tuition fee does not include the costs of equipment and instruments necessary for the professional training of the student.

5.6. Failure to pay tuition fees under the terms and conditions set by the University leads to the student being prohibited from sitting for examinations, and gives the University the right to expel the student, with all the consequences of expulsion.

5.7. The student expelled for not paying the due fees can re-enrol in study programs offered by the University, provided that he/she pays any debts due to the University.

Art. 6. Termination of the contract:

6.1. The study contract terminates at the end of the studies. Obligations arising up to the date of termination must be executed under the terms of the contract.

6.2. The study contract is automatically terminated in the following cases: withdrawal from studies, transfer to another higher education institution, and repetition. Obligations arising up to the date of termination of the contract must be executed under the terms of the contract.

6.3. The contract may be terminated unilaterally by the University for non-fulfilment of obligations by the student, by expelling him/her. In this case, the University is entitled to recover the debts accumulated by the student until the date of expulsion and/or material damages.

6.4. This contract also terminates in case of force majeure. Force majeure is established by a competent authority. The invoking party has the obligation to notify the other party, in writing, within a maximum of 5 calendar days from occurrence, and the proof of force majeure will be communicated within 15 calendar days from occurrence. Force majeure relieves the party invoking it from liability, the other party not having the right to claim compensation.

Art. 7. Annual redistribution

7.1. The budgeted places are occupied according to the results obtained at the admission competition, for the first year students, or the results obtained in the previous academic year in the case of students from the other years of studies, within the limits of the remaining available places, with the exception of foreign students studying on their own and non-budgeted students transferred from other private universities.

7.2. At the beginning of each academic year, available budgeted places will be redistributed in the order of average grades obtained by non-budgeted students in the previous year. The lists of budgeted and non-budgeted students, signed by the Dean of the faculty, will be displayed on the notice board of the faculty.

Art. 8. Other clauses

8.1. By signing this contract, the student states that he/she has taken note of the content of all regulations, methodologies, discipline norms, academic ethics and professional conduct norms, and of other normative documents of the UNIVERSITY.

8.2. Under no circumstances will the concessions made by the UNIVERSITY, if any, be interpreted as a waiver of stipulated expulsion clauses.

8.3. The student undertakes to comply with the provisions of the Law no. 319/2006 on safety and health at work.



8.4. In case of disputes arising from the interpretation, execution or termination of this contract, which cannot be settled amicably, the parties will address the competent courts in Timișoara.

8.4. This contract was concluded at the UNIVERSITY, in 2 (two) copies, one for each contracting party.¹

8.5. On behalf of the UNIVERSITY, this contract is signed by the Dean of the Faculty, authorised by the Rector of the UNIVERSITY to this effect.

RECTOR,

Prof. Octavian Marius Crețu, MD, PhD.

STUDENT,

OPTIONAL CORE DISCIPLINES SELECTED

(The selected discipline becomes mandatory)

1. _____,
2. _____

STUDENT

¹ The contract, endorsed by the Legal Department of the University and endorsed for preventive financial control, was approved by the University Senate.

The student is solely responsible for the accuracy of the data filled in personally by him/her.



Endorsed by the Legal Department: _____

Endorsed for preventive financial control: _____

ADDENDUM NO. ___ / (number of addendum) / _____ / (date)

TO THE MASTER'S DEGREE STUDY CONTRACT _____ (number of contract)

Art. I. Contracting parties:

Pursuant to Law no. 1/2011 on National Education, with subsequent amendments and completions, GEO no. 133/2000, approved by Law no. 441/2001, with subsequent amendments and completions, and Art. 1166 et seq. of the Civil Code, this bachelor's degree study contract was concluded between the following parties:

1.1. **“VICTOR BABEȘ” UNIVERSITY OF MEDICINE AND PHARMACY OF TIMIȘOARA**, headquartered in Timișoara 300041, P-ța Eftimie Murgu nr. 2, account (lei) RO21TREZ62120F330500XXXX, opened at the Timișoara Treasury, account (euro) RO53BTRL03604202A6896600, opened at Banca TRANSILVANIA SA - Timișoara, Tax ID Code 4269215, represented by Rector, Prof. Octavian Marius Crețu, MD, PhD., as an accredited state higher education institution, hereinafter referred to as the UNIVERSITY, and

1.2. **Mr./Mrs.** _____, residing in _____, Street _____, number ____, apartment _____, _____ County, born on _____, country _____, city/town _____, identified with ID _____ series __ no. _____, Personal ID number (CNP) _____, telephone _____, e-mail _____, as a student at the “Victor Babeș” University of Medicine and Pharmacy of Timișoara, master's degree study program _____, enrolled on a budgeted/non-budgeted place, academic year 2022-2023, __ year, group, _____, hereinafter referred to as the STUDENT.

Art. II. Academic record at the end of the previous academic year, 2021-2022.

Average grade (GPA): _____ or Number of completed credits: _____

CREDITS NOT COMPLETED:

Discipline	Examiner	Discipline	Examiner

NOTES REGARDING THE ACADEMIC RECORD (fill in repeat years, expulsions, interruptions of studies) _____

(The academic record is certified by the secretary's office.) Secretary (signature), _____



Art. III. Optional core disciplines selected. (The selected discipline becomes mandatory)

1. _____,
2. _____.

Art. I. *Art. 4.2. (d) is supplemented as follows:*

d) to issue study and university documents free of charge;

Art. II. *Art. 4.4. (g) is amended as follows:*

g) not to request the refund of the fees paid in case of expulsion or final academic mobility to other higher education institutions;

Art. III. *Art. 4.4. is supplemented with the following provisions:*

- o) to observe the copyright of teaching staff on the didactic materials presented by them;
- p) to inform the University of any modification/change of personal data or other data concerning him/her;
- r) to use, in the relationship with the University (umft.ro account), only the institutional e-mail address received upon enrolment;

Art. IV. *Art. 5. point 5.4 is amended as follows:*

(1) Starting with the second year of studies, for the master's degree university study cycle, students may pay the tuition fee **in full** or **in two equal instalments within 30 days** from the beginning of the academic year, and from the beginning of the 2nd semester, respectively (for students who pay the tuition fee in two equal instalments).

(2) After the expiration of the 30-day term provided by this Regulation for the payment of tuition fees, based on the accounting records, for students enrolled in the second year of study/complementary year, UMFVBT will apply **penalties of 0.1% for each calendar day of delay related to the amount due, for a period of 60 calendar days from the due date.**

(3) After the expiration of the **90 days**, UMFVBT has the right to expel master students who cannot prove the payment of the tuition fee within the term established in this Regulation.

The other clauses of the master's degree study contract remain unchanged.

This Addendum is concluded in two copies.² On behalf of the UNIVERSITY, it is signed by the Dean of the Faculty, authorised by the Rector of the UNIVERSITY to this effect.

RECTOR,

Prof. Octavian Marius Crețu, MD, PhD

STUDENT,

² The addendum, endorsed by the Legal Department of the University and endorsed for preventive financial control, was approved by the University Senate. The student is solely responsible for the accuracy of the data filled in personally by him/her.