



Legal Office: _____
Vizat CFP: _____

FACULTATEA _____

MASTER'S PROGRAM _____

CONTRACT FOR MASTER'S STUDIES

Nr. _____ / _____ 2024

Art. 1. Parties to the contract:

Pursuant to the Law on Higher Education no. 199/2023, with subsequent amendments and additions, and art. 1166 et seq. of the Civil Code, this contract for master's degree studies has been concluded between the parties:

1.1. UNIVERSITATEA DE MEDICINĂ ȘI FARMACIE "VICTOR BABEȘ" DIN TIMIȘOARA, with headquarters in Timișoara 300041, P-ța Eftimie Murgu nr. 2, account (lei) RO21TREZ6212120F330500XXXXXXXXX, opened at the Treasury of Timișoara, account (euro) RO53BTRL03604202A6896600, opened at Banca TRANSILVANIA SA - Timișoara, tax code 4269215, represented by the Rector, prof. Octavian Marius Crețu, as an accredited state higher education institution, hereinafter referred to as UNIVERSITY

and

2.2. Mr/Mrs. _____, residing at _____, str. _____, nr. ____, ap. _____, county _____, born on _____, country _____, locality _____, identified with identity card (Passport) _____ series ____ nr. _____, CNP (Social security number) _____, telephone _____, e-mail _____, as a student of the University of Medicine and Pharmacy "Victor Babeș" of Timișoara, enrolled in the Master's degree program _____, no fee (budget)/fee-based financing, hereinafter referred to as STUDENT.

Art. 2. Object of the contract:

2.1 The present contract has as its object the carrying out of educational activities, regulating the relations between the UNIVERSITY, 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 the legislation in force, the orders of the competent 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 stipulated in the normative acts in force, starting with the academic year 2024/2025.

3.2. This contract will be supplemented and amended by annual addenda, concluded with the agreement of the parties, at the beginning of each academic year, within the deadline set by the University management.

3.3. The STUDENT who does not complete the study program within the normal duration, as a result of repetition, resumption of studies in case of interruption, or re-enrolment after expulsion or withdrawal, will compulsorily apply for a new contract, under the conditions established by the university at the time of its conclusion.

3.4 For the duration of its execution, the provisions of this contract shall be supplemented by the provisions of the normative acts regulating this field.

Art. 4. Rights and obligations of the parties:

4.1 The rights of the UNIVERSITY are:

- a) determines the conditions of enrollment, matriculation, tuition, interruption, expulsion, re-enrollment and re-enrollment of the student;
- b) supervise and monitor the student's compliance with his/her contractual obligations under this contract;
- c) supervises and monitors the student's performance of his/her duties as a student;
- (d) establish the criteria for the annual ranking of students on budgeted places in accordance with legal provisions and decisions of the university's governing bodies;
- e) set the amount of tuition fees and other fees;
- f) establish the method of collection and deadlines for payment of tuition fees and other fees.

4.2 The obligations of the UNIVERSITY are:

- a) organizes educational activities, including those of practice and verification of knowledge, at university level, in accordance with the legal provisions, internal rules adopted on the basis of university autonomy, respectively with the curriculum approved by the University Senate;
- b) conclude with the student, at the beginning of each academic year, an additional act to the study contract;
- c) registers the student in the Single Register of Romanian Universities;
- d) issues, free of charge, study documents and university documents, under the conditions stipulated by the university's internal regulations;
- e) organizes and allows the student to register for the final exam;
- f) makes no distinction between students admitted on fee-paying places and those admitted on budgeted places, in terms of the quality of the educational process, the organization of study formations;
- g) inform students annually, at least 3 months before the beginning of the academic year, of the amount of the fee for each year of study, by posting it at the university's headquarters and on its own website;
- h) does not change the amount of tuition fees during an academic year;
- i) evaluates, at the beginning of each academic year, the places financed from the state budget that will enter the annual ranking procedure of students;
- j) ensures the conditions for exercising students' rights, in accordance with the legislation in force;
- k) benefit from all rights, facilities and opportunities established by the legislation in force, by the *University Code of Student Rights and Obligations* and by the regulations adopted by the university's management structures.



4.3 The STUDENT'S rights are:

- a. take part in the teaching and professional training activities set out in the curriculum;
- b. is part of the university community in accordance with the legal provisions in force;
- c. sit exams and other forms of assessment of acquired knowledge at the scheduled sessions;
- d. sit the final exams at the scheduled sessions;
- e. use in good faith the material base allocated to the educational process;
- f. receive free assistance and complementary services, within the limits of the regulations;
- g. enjoy freedom of expression within the limits of the law;
- h. benefit from the provisions of the *Regulation on transferable credits* and the *Regulation on scholarships*;
- i. students studying on a fee-paying basis are provided with accommodation in the dormitory, subject to the available accommodation capacity remaining after the accommodation of budgeted students;
- j. benefit from all the rights, facilities and opportunities established by the legislation in force, by the Code of Student Rights and Obligations and by the regulations adopted by the university's governing bodies;
- k. is informed that students' personal data are nominally reported to the Ministry of Education (MoE) through UEFISCDI.

4.4 The obligations of the STUDENT are:

- a) submit, when completing the contract, all application documents for admission, in accordance with the Regulation on the organization and conduct of the admission competition;
- b) submit, when completing the contract / additional act, the original of the bachelor's degree / diploma recognition document / and diploma supplement, in case of occupying a place financed from the state budget. Failure to submit the required documents, in original, through the sole fault of the student, within the set deadline, leads to the loss of the place financed from the state budget;
- c) fulfills the obligations assumed by the university study contract and any other contracts concluded with the university;
- d) fulfills all the tasks assigned to him/her according to the syllabus and subject syllabuses, in compliance with the university's conditions for promotion, namely: the student passes the academic year based on the minimum number of 45 credits for the academic year.
- e) comply with the law and all regulations adopted by the university's governing bodies, in particular those relating to discipline and academic ethics;
- f) to bring to the attention of the faculty's management any situation that may lead to a change in the status of a budgeted or fee-paying student;
- g) pay the tuition fees and other fees established and published annually by the UNIVERSITY in the amount, in the manner and by the deadline established by the *Regulation on the amount of tuition fees and other fees*, approved by the University Senate;
- h) pays, in case of withdrawal/withdrawal, the full tuition fee for the current academic year; the tuition fee is not refundable;
- i) does not request a refund of fees paid in the case of expulsion or definitive academic mobility to other higher education institutions;
- j) completes and signs the addendum to the university study contract at the beginning of each academic year, within the deadline set by the University management;
- k) gives his/her consent to the processing of personal data proving the status of a registered student, in order to benefit from health insurance without payment of contribution and free/reduced domestic rail



transportation on all categories of trains, class II, throughout the calendar year, regardless of distance or routes of travel, according to the legal provisions in force.

- l) consents to the processing of personal data for the purpose of exercising the rights guaranteed by the student or graduate status, throughout the duration of schooling, respectively upon completion of studies;
- m) sign each time, when the situation so requires, an *Information Notice* on the processing of personal data;
- n) knows that it is forbidden to traffic and consume narcotic drugs, hallucinogens and ethnobotanicals in the dormitory and university premises;
- o) is familiar with and complies with the Regulations of the University and adopts any amendments made to them, during the term of this contract. Amendments and additions to the Regulations will be communicated via the University's website;
- p) other obligations provided by the *University Code of Student Rights and Obligations*;
- q) to respect teachers' copyright on the teaching materials presented by them.
- r) to inform the University of any modification/change of personal data or other data concerning him/her;
- s) to use, in the relationship with the University (umft.ro account), only the institutional e-mail address received upon registration;

Art. 5. Payment and conditions of payment of tuition fees (applies to fee-paying students):

5.1. The amount of the tuition fee is set annually by the University Senate and is disclosed under the conditions provided for in this contract.

5.2 The tuition fee for the academic year 2024-2025 is lei/study **year** or euro/study **year**, according to the Regulation of tuition fees and other fees, and can be paid by one of the following methods:

- a. at the university cashier's office;
- b. by bank transfer to the University's account, opened at the TREZORERIA TIMIȘOARA: RO21TREZ62120F330500XXXX, fiscal code: 4269215, with the following mentions: "*tuition fee - student's name and surname, CNP, year of study, study program*"; (**in case of tuition fees established in lei**)
- c. by bank transfer, to the University account: RO53BTRL03604202A6896600, opened at Banca TRANSILVANIA SA, Baroc Agency, Str. Palanca nr. 2, Piața Unirii, SWIFT/BIC Code: BTRLRO22TMA, with the following mandatory mentions: "*tuition fee - student's name and surname, year of study, Faculty / program of study*", (**in case of tuition fees established in foreign currency**)
- d. online, by card.

5.3. For **all** cycles of university studies, in the **first year of study** (upon matriculation) the tuition fee is to be paid in **full** within the period established by the admission methodology. Failure to pay the tuition fee within the deadline set by the University administration will result in the loss of the place obtained.

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

(2) After the expiry of the 30-day deadline provided by this Regulation for the payment of tuition fees, based on the accounting records, for students enrolled in the second year of studies/complementary,



UMFVBT shall apply **penalties of 0.1% for each calendar day of delay in relation to the amount due, for a period of 60 calendar days from the due date.**

(3) After **90 days**, UMFVBT has the right to expel master students who cannot provide proof of payment of the tuition fee within the deadline set in this Regulation.

5.5 The tuition fee does not include the costs related to the equipment and instrumentation necessary for the student's professional training.

5.6. Failure to pay tuition fees within the terms and conditions set by the university will result in the student's prohibition to participate in exams and gives the university the right to expel the student, with all the consequences related to expulsion.

5.7. The student expelled for non-payment of fees may re-enroll in study programs offered by the university, only under the conditions of payment of the debts owed to the university.

Art. 6. Termination and termination of the contract:

6.1. The study contract terminates upon completion of studies. Obligations arising up to the date of termination must be performed in accordance with the contractual conditions.

6.2. The study contract is terminated by right in the following cases: withdrawal from studies, interruption, academic mobility to another higher education institution and repetition. Obligations arising up to the date of termination of the contract must be fulfilled in accordance with the contractual conditions.

6.3. The contract may be unilaterally terminated by the university for non-fulfillment of obligations by the student, by expulsion. In this case, the university shall be entitled to payment by the student of the debts accrued up to the date of expulsion and/or material damages.

6.4 This contract shall also terminate in the event of force majeure. Force majeure shall be declared by a competent authority. The party invoking force majeure must inform the other party in writing within a maximum of 5 calendar days of its occurrence, and proof of force majeure must be communicated within a maximum of 15 calendar days of its occurrence. Force majeure relieves the party invoking it from liability, the other party not being entitled to claim damages.

Art. 7. Annual redistribution

7.1. The budgeted places are filled according to the results obtained in the admission contest, for first year students, respectively to the results obtained in the previous academic year, for students from other years of study, within the limit of the remaining available places, except for foreign students studying on their own and fee-paying students coming from transfer from other private universities.

7.2. At the beginning of each academic year, the remaining available budgeted places are redistributed in the order of the average grades obtained by fee-paying students in the previous year. The lists containing the budgeted and fee-paying students, signed by the Dean of the Faculty, will be posted on the Faculty notice board.

Art. 8. Choice of optional/faculty subjects

8.1. The choice of the optional/faculty subjects, respectively the choice of the optional subjects that will be followed on a compulsory basis, for each semester of the first year of studies, is made during the admission contest; the document on the expression of options, generated by the admission IT platform, is an integral part of this contract.



Art. 9. Other clauses

9.1 By signing this contract, the student declares that he/she is aware of the content of all regulations, methodologies, disciplinary rules, rules of academic ethics and deontology and other normative documents within the UNIVERSITY.

9.2. Any leniency on the part of the UNIVERSITY cannot be construed as a waiver of the stipulated expulsion clauses.

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

9.4 In the event of disputes arising from the interpretation, execution or termination of this contract, which cannot be resolved amicably, the parties shall apply to the competent courts of Timisoara.

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

9.5. For the UNIVERSITY, this contract is signed by the Dean of the faculty, authorized by the Rector of the UNIVERSITY to this effect.

RECTOR,

Prof. Octavian Marius Crețu

STUDENT,

¹ The contract, endorsed by the university's Legal Office and endorsed by the CFP, was approved by the University Senate.

It is the sole responsibility of the student to ensure that the data filled in personally by the student is correct.



Legal Office: _____
Vizat CFP: _____

ADDITIONAL ACT NO. ___/ (number of the additional act) / _____ / (date)

TO THE UNIVERSITY MASTER'S STUDY CONTRACT _____ (contract number

Art. I. Parties to the contract:

Pursuant to the Law on Higher Education no. 199/2023, with subsequent amendments and additions, and art. 1166 et seq., this contract of university studies is concluded between the parties:

1.1. **UNIVERSITATEA DE MEDICINĂ ȘI FARMACIE "VICTOR BABEȘ" DIN TIMIȘOARA**, with headquarters in Timișoara 300041, P-ța Eftimie Murgu nr. 2, account (lei) RO21TREZ6212120F330500XXXXXXXXX, opened at the Treasury of Timișoara, account (euro) RO53BTRL03604202A6896600, opened at Banca TRANSILVANIA SA - Timișoara, tax code 4269215, represented by the Rector, prof. Dr. Octavian Marius Crețu, as an accredited state higher education institution, hereinafter referred to as UNIVERSITY and

1.2. **Mr/Mrs.** _____, residing at _____, str. _____, nr. ____, ap. _____, county _____, born on _____, country _____, City _____, identified with identity card (passport) _____ serial ___ nr. _____, CNP(social security number) _____, telephone _____, e-mail _____, as a student of the University of Medicine and Pharmacy "Victor Babeș" of Timișoara, Master's degree program _____, financing regime without fee (budget) / with fee, academic year 2024-2025, year ____, group, _____, hereinafter referred to as STUDENT.

Art. II. School situation at the end of the previous academic year, 2023-2024.

Average: _____ or Number of credits promoted: _____

UNPROMOTED LOANS:

Discipline	Examiner	Discipline	Examiner

SCHOLARSHIP REMARKS (years of failure, expulsion, discontinuation of studies) _____



(The school situation is certified by the secretariat.) Secretary (signature), _____

Art. III. Choosing optional subjects

3.1. Optional subjects chosen (indicating the subject chosen as compulsory):

1. _____,
2. _____.

3.2. The choice of optional/optional subjects, i.e. the expression of the students' choice, is carried out according to the Operational Procedure "Students' choice of optional and optional subjects".

Art. IV. The other terms of the Master's degree study contract remain unchanged.

The Additional Act shall be concluded in duplicate.² For the UNIVERSITY, this contract shall be signed by the Dean of the faculty, authorized by the Rector of the UNIVERSITY to that effect.

RECTOR,

Prof. Octavian Marius Crețu

STUDENT,

²The Additional Act, endorsed by the University's Legal Office and endorsed by the CFP, has been approved by the University Senate. It is the sole responsibility of the student to ensure that the data filled in personally by the student is correct.