HOTĂRÂREA

Senatului Universității „Ștefan cel Mare” din Suceava
Nr. 18 din data 23 februarie 2023

cu privire la ratificarea încheierii Acordului de recrutare a studenților străini încheiat cu Root Education Group LTD (Marea Britanie)

În conformitate cu prevederile Hotărârii de Guvern nr. 369/29 martie 2021 privind organizarea și funcționarea Ministerului Educației, Anexa 3, punctul 38, prin care se instituționalizează Universitatea „Ștefan cel Mare” din Suceava, cu modificările ulterioare;
Având în vedere discutarea și aprobarea în cadrul ședinței Senatului USV a propunerii de ratificare a încheierii Acordului de recrutare a studenților străini încheiat cu Root Education Group LTD (Marea Britanie), avizată în ședința Consiliului de Administrație din data de 21.02.2023;
În conformitate cu prevederile Legii Educației Naționale nr. 1/2011, cu modificările și completările ulterioare și ale Cartei Universității „Ștefan cel Mare” din Suceava, se hotărâște:

Art. 1. Se aprobă ratificarea încheierii Acordului de recrutare a studenților străini încheiat cu Root Education Group LTD (Marea Britanie), conform anexei.

Art. 2. Proreectorul de resort va duce la încheierea dispozițiile prezentei hotărâri.

PRESEDIENTUL SENATULUI
Conjunctiuța, Liviu Gheorghe POPESCU

AVIZAT,
CONSIGLIER JURIDIC
Jr. Oana Georgeta BOIŢU POSAȘTIUC

L.P./A.I/1 ex.
Câtre Consiliul de Administrație,
Câtre Senatul USV,

Având în vedere încheierea Acordului de recrutare a studenților străini încheiat cu Root Education Group LTD (Marea Britanie), la 01 februarie 2023, care implică obligații și responsabilități financiare de ambele părți, supunem avizării Consiliului de Administrație, respectiv ratificării Senatului USV acordul semnat cu operatorul economic din Marea Britanie (anexat).

Menționăm că obiectivul fundamental al acordului constă accentuarea gradului de internaționalizare a universității și în creșterea numărului de studenți străini, cu plata taxei în valută. Costurile vor fi suportate de către candidați, prin plata unei taxe suplimentare peste nivelul taxelor de studii pentru cetățenii străini aprobate de Senat în Planul de taxe și tarife.

Toate activitățile legate de selecția și verificarea dosarelor candidaților, realizarea demersurilor la Ministerul Educației vizând eliberarea scrisorilor de acceptare la studii vor fi gestionate de Serviciul de Relații Internaționale și Afaceri Europene.

Cu stimă,

Prof. univ. dr. Stefan Pîrîci

Prorector
INTERNATIONAL STUDENT RECRUITING AGREEMENT

The Parties:

The Stefan cel Mare University of Suceava, located at 13, University Street, Suceava, zip code 720229, Romania, represented by its Rector, Professor Valentin POPA, PhD, hereinafter referred to as ‘USV’, on one part,

and

Root Education Group LTD, a licensed agency existing under the laws of the United Kingdom whose address is 112-116 Whitechapel Road 2nd Floor UK London E1 1JE, hereinafter called ‘REGL’, on the other part,

have decided to define the ways of cooperation between them regarding the services offered by Root Education Limited to applicants seeking education at their own expense at the USV.

It is hereby agreed that:

1. As of 1 February 2023, REGL is authorised to serve as an agent for USV exclusively in the following ten countries: India, Nepal, Bangladesh, Pakistan, Philippines, Sri Lanka, Nigeria, Ghana, Kenya and Sudan. These countries will be referred to as the ‘Authorised Territory’ in this Agreement.

2. REGL will perform the following activities in the Authorised Territory:
   a. A dissemination of all USV programmes and guidelines;
   b. Advertising of the programmes in different media;
   c. Promote the entire extent of all USV programmes;
   d. Provide advice, clarifications and information to potential applicants about the programmes’ possibilities;
   e. Assist potential students to fill in, completely and accurately, USV application forms and other necessary documents for the application, as required;
   f. Provide any additional information to applicants about what foreign students should expect in daily life that is not directly related to their studies;
   g. Assist in managing the bank affairs related to the payment of tuition fees after visa approval.
3. Fees, commissions, instalments, and mode of payment:
   A. The commission fee due to REGL for each candidate enrolled from the territory covered
      by this agreement amounts to 1100 EUR paid by the student.
   B. The following fees for foreign citizens will be charged by USV, according to the USV
      Senate decision, as follows:
      1. Romanian language preparatory year – 2200 EUR
      2. The first year of undergraduate and graduate studies:
         b) Socio-Humanistic, Economic fields – 2200 EUR;
         c) Medicine/Health field – 3200 EUR.
      3. The first year of doctoral studies:
         b) Socio-Humanistic, Economic fields – 2400 EUR.
   C. For each candidate selected by the REGL, the USV will charge a registration and admission
      file processing fee of 100 euros (no reimbursable).

      USV will reimburse the charged fees, except the file processing fee of 100 euros, if the
      candidate does not manage to obtain the Romanian study visa.

4. This agreement shall remain in effect for 5 (five) years from the signing date, and it may be
   extended for an indeterminate period by common assent, giving three months prior written notice.

5. During the effective period of this agreement, REGL will serve USV and will endeavour to
   extend its services within the Authorised Territory.

6. USV agrees to forward to REGL all new enquiries and/or applications originating in the
   Authorised Territory, including those directly or indirectly received from other sources other than
   REGL.

7. USV will provide REGL with documentation such as application forms for admission
   (electronically), as well as up-to-date information packages on the various programmes taught at
   USV.

8. REGL will forward application forms and other information material to the applicants and will
   collect from the applicants the completed forms and documents required. Upon receipt of these
   materials, REGL will immediately forward them to USV for processing. REGL will keep all
   initiated applications on record, and will regularly send USV copies of the lists of applications.
9. USV agrees to allow REGL to display the logo and trademark/s on REGL's business cards and for other business activities to promote USV and its programmes.

10. USV will not share information on, and contact details of, REGL with any student or agent who may contact USV directly from the Authorised Territory. On the contrary, USV will forward to REGL all enquiries received, and REGL will take care of all the handling requirements and procedures.

11. REGL will run extensive marketing campaigns to promote USV in the Authorised Territory. As a result of such campaigns, USV may receive emails, phone calls, as well as business proposals directly from individuals or agencies in that territory. It is understood that USV will refrain from considering any such proposals as long as this agreement is in place.

12. USV will not, until the end of this agreement period, recruit international students from countries within the Authorised Territory, either directly or indirectly, through any other agency except REGL. This condition will not be valid if REGL declares, in writing, its intention to withdraw itself from this business agreement with USV. This agreement cannot be terminated before the end of its expiry date without the consent of both parties.

13. REGL will examine documents using its own security system, which is capable of detecting counterfeit papers in 99% of situations. Nevertheless, REGL will not be liable for the authenticity of documents presented by students from the Authorised Territory. Authorities of respective countries or Romanian embassies will have full access to verify documents before a visa decision is made.

14. REGL will assess the quality of the student, as it is essential to get visa approval. However, if the student fails to attend class or to complete the course upon visa approval, REGL will not be deemed responsible for it.

15. REGL will provide the highest quality level of service to the best of its abilities to reach the potential of this agreement. However, REGL cannot be held responsible for failure.

16. REGL will not recruit any students directly, but will instead be using local agents. For this reason, REGL cannot control any charges the students will have to pay to a local agent.

17. REGL will make sure to recruit several students for the courses, but REGL will not be in a position to guarantee visa approval.
18. USV cannot hold REGL responsible for anything that REGL does not accept as being its fault, or for anything that is not proven by law.

19. This agreement can be modified by signing an additional act that becomes an integral part of this agreement.

20. The Parties agree that this Agreement may be signed in digitally executed copies that may be sent via email. When each Party to the Agreement has exchanged with the other Party its digitally executed copy by email, as a PDF, then such copies of the Agreement shall be deemed to have full force and effect.

21. Both parties will strive to negotiate and settle amicably any disputes that may arise from time to time as a result of the provisions of this Agreement. However, if an amicable solution cannot be reached, both parties agree to refer the dispute to the court of Romania.

22. This contract repeals and replaces any previous agreement, both written and verbal, between the parties on the subject matter of the contract itself. This contract is not transferable in whole or in part, without the prior written agreement between the parties.

Done in Romania, 1 February 2023.

STEFAN CEL MARE UNIVERSITY OF SUCEAVA

Rector, ...

ROOT EDUCATION GROUP LIMITED, UK

Director