

C O N T R A C T No. _____ of _____
of university studies
**Preparatory year for Romanian language learning
for students funded from the budget**

Between " Ștefan cel Mare" University of Suceava, with headquarters in Suceava, str. Universității nr. 13, Tax ID Number 4244423, bank account RO40TREZ59120F330500XXXX – opened at Suceava Treasury, represented by Rector - Ph.D. Prof. Eng. Valentin POPA

And

.....
(student's first name and surname)
son/daughter of and of born on
.....in..... county
of..... and residing in Street
..... no. county of.....holder of ID card series
..... no., issued onby
....., having Personal Identification
Number..... as a first-year student in the
field....., study programme....., have agreed to conclude
this study contract, as follows:

CHAPTER I THE OBJECT OF THE CONTRACT

Article 1 The object of the contract is to ensure the preparation of the student WITHIN THE PREPARATORY YEAR FOR LEARNING THE ROMANIAN LANGUAGE ORGANIZED WITHIN THE FACULTY OF LETTERS AND COMMUNICATION SCIENCES, through FUNDING FROM THE BUDGET for full-time education, for curricular and extracurricular activities on the "Ștefan cel Mare" University of Suceava campus and in other spaces intended for this purpose and regulates the relationship between the University and the student, specifying the rights and obligations of the signatory parties in accordance with the provisions of the legislation in force, the Orders of the relevant Ministries and those of the University Charter.

CHAPTER II THE TERM AND VALUE OF THE CONTRACT

Article 2 This contract is concluded for the academic year

It is the student's obligation to find out about the possible fees due, the method of payment and the school situation through one of the means made available by the educational institution: display on the faculty notice board, posting on the university website, periodic consultation of the e-mail address provided by the university, the faculty secretariat.

Article 3 The cost of studies is financed from the budget.

CHAPTER III RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 4 The rights and obligations of the parties to this contract arising from its provisions, from the legislation in force, from the University Charter, from the Code of Student Rights and Obligations of the "Ștefan cel Mare" University of Suceava, and the specific regulations of the higher education institution are mainly the following:

A. RIGHTS AND OBLIGATIONS OF THE "ȘTEFAN CEL MARE" UNIVERSITY OF SUCEAVA

- a) "Ștefan cel Mare" University of Suceava establishes the conditions for enrolment, registration, tuition, completion of studies, interruption of studies, expulsion, re-enrolment and re-registration of the student.
- b) The Rector of the University and the Dean of the Faculty have the right to supervise and control how the student complies with all his/her obligations and duties.
- c) "Ștefan cel Mare" University of Suceava, establishes and applies the system for the assessment of knowledge, the conditions required for passing the years of study and examinations, the interruption of studies for medical or any other reasons.
- d) "Ștefan cel Mare" University of Suceava undertakes, as far as possible, to provide the material and logistical conditions necessary for carrying out teaching activities in accordance with the curriculum, up to a minimum of 60 compulsory credits per year, as well as the students' options to prepare for other teaching activities on request, for which the established fee will be paid.

- e) "Ștefan cel Mare" University of Suceava, through the faculty management, undertakes to draw up and apply regulations on the system of transferable credits, the method of verifying knowledge through written examinations, oral examinations, laboratory work and practical activities and to communicate them to students.
- f) "Ștefan cel Mare" University of Suceava is obliged to inform students, by posting on the notice board/site, of the legal regulations which appear and which concern or interest them, so that they are aware of and comply fully with them;
- g) "Ștefan cel Mare" University of Suceava rector and the dean of the faculty have the obligation to ensure the conditions for the student to exercise his/her rights in accordance with the legal provisions in force.
- h) "Ștefan cel Mare" University of Suceava is obliged to determine the facilities to which the student is entitled or to which he/she may have access, including accommodation in the institution's dormitories, meals in its canteen with payment of the costs established by the administration of the dormitories and approved by the university management.
- i) Any act or decision to be brought to the attention of students shall be communicated by posting it on the notice board or on the website within a maximum of 5 working days of its issue and shall be kept posted for a minimum of 15 days. All information related to the student's personal data, including the financial regime, group/semigroup assignment, average pass mark for the semester/semester of study, category of scholarship obtained, etc. will be communicated to the student by posting on the Faculty's website using the student ID received at registration/ student identification number (SID). If the ID received on enrolment changes, then the Faculty Secretary is obliged to notify the student concerned and make the correction on the student's record book
- j) "Ștefan cel Mare" University of Suceava has other rights and obligations provided for by Law No 1/2011 on National Education as amended, by subsequent legislation and internal regulations.

B. STUDENT'S RIGHTS AND OBLIGATIONS

- a) The student has the right to participate in the training/instruction provided in the curriculum and in supplementary didactic activities, organized upon request, in accordance with the provisions of the University Charter, the National Education Act, the Code of Student Rights and Obligations of the "Ștefan cel Mare" University of Suceava, with the decisions of the University Senate, the Administrative Council and the Faculty Council.
- b) The student has the right to use the material and logistical base of "Ștefan cel Mare" University of Suceava and have access to all services related to the educational process or to sports, cultural, social, professional guidance and career counselling activities, as well as to the use of the institution's data network, and to benefit, for each subject in the curriculum, from the permanent guidance of a teacher for that subject.
- c) The student has the right to request "Ștefan cel Mare" University the interruption of studies for medical reasons or other reasons, in which case the applicant must provide supporting documents issued by the competent bodies confirming the situation giving rise to the application. The student has the right to resume studies in accordance with the University Charter and the legislation in force.
- d) The student has the right to participate by freely expressing his/her opinions on the evaluation of activities related to the subjects attended, respecting the legal provisions in force, the Charter of "Ștefan cel Mare" University of Suceava, the Student's Rights and Obligations Code of "Ștefan cel Mare" University of Suceava, the Framework regulations on the professional activity of students, decisions and provisions of the University Senate, of the Administrative Council and the Faculty Council.
- e) For outstanding performance in professional and scientific activity, the student may be rewarded with diplomas, scholarships, special prizes and other forms of rewards, based on proposals made by the faculties, approved by the Senate of the university from funds allocated from the State Budget or from own extra-budgetary income in compliance with the legal regulations in force.
- f) The student undertakes to carry out curricular and extracurricular activities, to comply with the legal provisions in force relating to their status, those of the University Charter, the Code of Student Rights and Obligations of "Ștefan cel Mare" University of Suceava, "Ștefan cel Mare" University of Suceava Regulations, as well as the decisions and provisions of the institution's Senate, Administrative Council and Faculty Council.
- g) The student undertakes to comply with the regulations regarding the assessment of knowledge, the granting of transferable credits and the certification of examinations.
- h) The student undertakes to comply with the rules of discipline and university ethics established by the own regulations of "Ștefan cel Mare" University of Suceava, the legal provisions governing copyright and not to multiply, distribute and use for other purposes the material received.
- i) The student undertakes to use with care the material goods existing in the common educational premises, canteens, libraries, sports facilities, amphitheatres and cultural spaces, etc. to keep them in good working order, and in case of damage caused by degradation, destruction, or in any other way, to bear the cost of their repair or replacement, in accordance with the legal provisions in force and university regulations,

this contractual provision constituting, without further action, an enforceable title within the meaning of civil law.

- j) The student undertakes to respect the copyrights of others and assigns the right of use of the research results obtained during his/her studies as a result of the activities he/she carries out using the university infrastructure, in accordance with the legislation in force;
- k) The student will comply with the legal provisions on ensuring the originality of work.
- l) The student has the obligation to communicate in writing to the management of the university, by a written request registered with the dean's office, his/her decision to withdraw from studies;
- m) The student undertakes, if he/she wishes to interrupt his/her studies, to request this in writing to the management of the university, by means of a written request registered with the university by the date of the beginning of the academic year he/she wishes to interrupt;

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- n) If the student is re-enrolled, on request, on a fee-paying basis, after an unsuccessful year of study, he/she will sign a new study contract, according to the regulations at the time of re-enrolment.
- o) Students are obliged to inform themselves periodically by consulting the faculty notice board/university website about new regulations as well as about acts and decisions issued by the university. Students have the right to appeal against acts and decisions concerning them within 30 calendar days of the posting of the relevant document. Appeals shall be submitted to the secretariat of the faculty and shall be resolved within a maximum of 30 calendar days or within the time limits provided for in specific regulations, if applicable.
- p) Students are obliged to comply with the General Rules of Occupational Safety and Health and Emergency Situations according to: Law 319/2006, CHAPTER IV - Workers' obligations; Law 307/2006 Article 22- Workers' obligations; OMAI 712/2005 Article 10 letter a) - Management of emergency situations.
- q) The student has other rights and obligations provided for by Law no. 1/2011 on national education as amended, by MECTS Order 3666/2012, Order no. 6156/2016 regarding the organization and conduct of the preparatory year of the Romanian language for foreign citizens, by the Student's Code of Rights and Obligations of "Ștefan cel Mare" University of Suceava, as well as the internal regulations of the university.

CHAPTER IV FINAL PROVISIONS

Article 5 Failure by the student to comply with the obligations arising from this contract will result in the situation being brought to the student's attention and, in the event of non-compliance, in the application of the sanctions set out in the university regulations, approved by the university management, or, where applicable, those of the legislation in force governing higher education activities, as well as the orders of the relevant ministry, including expulsion.

In case of expulsion, the study contract concluded between the parties is considered terminated by default.

The sanction imposed, depending on the seriousness of the misconduct and the conditions under which it was committed, may be appealed by the person sanctioned within 30 days from the date of notification to the immediately superior governing body to the one that imposed it, and, if not satisfied with the solution pronounced by the latter, to the University Senate.

In the case of expulsion, it becomes effective on the date specified in the order signed by the Rector of the University. Until that date, the parties to the contract are bound to perform exactly what they have undertaken to do.

Article 6 "Ștefan cel Mare" University of Suceava will fulfill, through the management of the faculty, the obligations assumed by this contract towards the student.

Article 7 In litigious situations, interpersonal conflicts, misbehaviour regarding relations with other students, teaching or administrative staff, both the student and the party with whom he/she is in conflict may address the faculty or university management, the Faculty Council or the University Senate, according to their legal competences.

Article 8 The learning contract is terminated:

- a) upon graduation;
- b) in case of the student's expulsion, transfer to another University or definitive withdrawal;

Article 9 In order to defend his rights contained in this contract, the student can petition the governing bodies of the faculty/university.

Article 10. Any disputes between the parties will be settled primarily by amicable means. In the event that it is not possible to settle the differences amicably, they will be settled by the court having jurisdiction in the material and territorial sense, in accordance with the law.

Article 11 The provisions of this contract are supplemented by the provisions of the Civil Code, the provisions of Law no.1/2011 on national education, the provisions of Order 3666/2012 on the Code of Students' Rights and Obligations, the Methodology for the admission to studies and schooling of foreign citizens approved by Order no. 3473/17.03.2017, Order no. 6156/2016 on the organization and conduct of the preparatory year of Romanian language for foreign citizens and other provisions of the relevant legislation in force, the University Charter, the Regulation on students' professional activity and other regulations and procedures of the university.

The contract may be amended if necessary by means of additional acts signed by the parties, annexed to it and forming an integral part thereof.

Either of the two contracting parties may request a modification of the provisions of this contract, or its termination under the conditions provided by law or stipulated therein, and the request shall be submitted in writing to the other party at least 15 days before the date on which it is requested.

This contract, drawn up and drafted by the Legal Office, approved by the Board of Governors of the "Ștefan cel Mare" University of Suceava, is considered validly concluded by its signature by the student, the parties expressly and unequivocally accepting that the signatures of the university representatives are valid on the copy form made after the contract was approved through the listed procedures.

The contract was concluded todayin two copies, one of which shall be kept in the student's file at the faculty and one with the student, and shall remain valid for the duration of the student's studies, taking into account the provisions of Article 9 of this contract.

In accordance with the provisions of Article 1203 of the Civil Code approved by Law 287 of 2009 implemented by Law 71 of 2011, as amended, the student declares that he/she has read and understood all the clauses of the contract and expressly and unequivocally accepts the content of the following articles: Article 2 para. 2, Article 3, Article 4(B) from CHAPTER III, - Student's rights and obligations, CHAPTER IV.- Final provisions.

The student acknowledges that the personal data contained in this contract and those provided in the enrolment form or during the year of study will be used only for the purpose of fulfilling the object of this contract, including for archiving purposes, in accordance with the legal provisions of the EU Regulation 679/2016.

The student agrees that the university may use for promotional and archival purposes, all written, photographic or audio-video material containing his/her image, taken throughout the duration of his/her studies, if captured within the university or during the course of student activities.

The student agrees that the university may use the personal data provided as a means of communication (e-mail address, telephone number, etc.) for the purpose of sending information material about the work of the university.

The student acknowledges that he/she has the right at any time to withdraw his/her consent to the processing of personal data for which his/her consent was required and that he/she benefits from the rights provided for in the EU Regulation 679/2016.

This contract has as an annex the *GDPR Declaration* pursuant to *Regulation (EU) no.679/2016*.

R E C T O R,
Ph.D. Prof. Eng. Valentin POPA
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ECONOMIC DEPARTMENT,
Dr. ec. Geanina MĂCIUCĂ
.....

DEAN,
.....

LEGAL ADVISER,
Jr. Oana - Georgeta BOICU – POSAȘTIUC

STUDENT,
.....
(Name and surname)

.....
(Signature)

Signed before the faculty representative
.....
(Name and surname)

.....
(Signature)