

FINANCIAL CONTRACT FOR STUDIES
1ST Year, Academic Year 2014-2015
No. / 2014

Between

THE UNIVERSITY OF MEDICINE AND PHARMACY OF TÎRGU MUREŞ, located in Romania, Târgu Mureş, no. 38 Gheorghe Marinescu street, legally represented by Professor PhD Leonard Azamfirei, as a rector, Associate Professor PhD Monica TARCEA, as a dean, and Ec. Paraschiva MUNTEANU, as a chief accountant,

and

Ms/Mr, owner of the identity card number, issued by police....., on the date of....., personal number, residing in, telephone number, email..... - student, Faculty of Medicine, specialization Medicine – English Programme, form of education – full time student - received in the system of financing – academic year 2014-2015:

	PAYING TUITION FEES
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the following contract occurred.

OBJECT OF THE CONTRACT

Art. 1. The present contract has as an object the carrying out of curricular and extracurricular activities specific to higher education, within the university campus – regulating the relations between the higher education institution and each and every student, containing the rights and obligations of the signatory parties, in accordance with the current legislation, the education, research and innovation minister's orders, the provisions in the University Charter and the educational plans approved by the Senate of the University.

PERIOD OF THE CONTRACT

Art.2. The present contract:

- a) is valid for the whole period of studies, regardless of prolongations, interruptions and reductions of the study period;
- b) will be filled in later by addendum to financial contract of studies if changes occur regarding the criteria and standards of performance
- c) contains criteria and standards of performance established by the Senate of the University

ACQUIRED DIPLOMA

Art.3. After graduating the faculty and promoting the license examination, the student will receive a diploma for the license domain/profile and the corresponding title.

RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 4. The rights and the obligations of the signatory parties result from the current legislation, from the University Charter and from the Statutes of the University.

Art. 5 Rights and Obligations of the University of Medicine and Pharmacy of Tîrgu Mureş

5.1 The University has the following rights:

a) to ask the students to respect the Statutes of the University and to sanction him/her in case of trespassing;

b) to establish the annual fees, including the tuition fees for the students paying for their education, the laying out of the installments, the method of bringing up to date (sanction) the unpaid installments, as well as the consequences of not paying them in due time;

c) to ask the student to pay within the established deadlines the due fees, regulated by the decisions of the Senate and to apply the specific sanctions, in case the former does not fulfill the financial obligations;

d) to retrieve, as soon as possible, from the student culpable of producing a prejudice resulted from degrading or damaging goods belonging to the University or its partners in the territorial centers, the equivalent value of the prejudice;

e) to establish by means of regulations the system of evaluating the knowledge, the necessary conditions of promoting and of interruption of the studies in case of medical problems or any other problems.

5.2. The University has the following obligations:

a) to ensure the material conditions and logistics for the carrying out of the didactic activities in accordance with the current legislation;

b) to ensure the conditions for the exertion of the students' rights, in accordance with the current legislation;

c) to establish in the students' Regulation of Activities, the facilities they have as regards the didactic activities, as well as the activities that take place in the university campus;

d) to ensure the student's access to the necessary didactic materials according to the educational plan approved by the Senate of the University

e) to hand over to the enrolled students in order for them to sign at the beginning of the academic year - the financial contract/the additional document of studies;

f) to grant the corresponding diplomas, at the end of the study period.

Art. 6. The student's rights and obligations

6.1. The student has the following rights:

a) to participate in the education/instruction process stipulated in the curricula and other additional didactic activities organized on demand, according to the provisions of the University Charter and of the University Senate;

b) to use the material facilities and logistics, to have access to each and every programmed service linked to the education process, or the sportive, cultural and social activities, the professional orienting and counseling for the carrier;

c) to choose a certain line of teaching, in case the structure of the educational process allows it;

d) to request from the teaching staff, during courses, seminars, practice and consultation hours, explanations regarding problems of the analytic programs of the discipline;

e) to participate in the students' scientific activities within the University;

f) to receive scholarships for studies, worthiness, performance or social assistance and other forms of material support, according to the legal norms and the University Statutes;

g) to choose and to be chosen as the students' representative in the decisional academic structures;

h) to participate, by freely expressing opinions, in the evaluation of the activity for the attended disciplines, according to the decisions of the University Senate;

- i) to request the interruption of the study years for medical reasons or other justified reasons, according to the University Statutes;
- j) to receive mobility grants for studies at other universities in the country and abroad;
- k) to be accommodated in the University dormitory, within the limit places available, allotted to the Faculty, under the conditions stipulated by the operating regulations of the dormitory;
- l) to receive the corresponding diploma, at the end of the study period.

6.2. The Student has the following obligations:

- a) to fulfill all the tasks that are his/her due, according to the education plan and the analytic programs of the disciplines, and according to the regulations for the students' activity;
- b) to comply with the University Statutes regarding the caring out of didactic activities, the evaluation of knowledge, the granting of transferable credits and the certificating of examinations;
- c) to pay the fees, in the amounts and at the deadlines established through the University Regulations, the annual financial contract/additional agreement of studies and the application form, under the particular circumstances;
- d) to promote exams and check tests, to fulfill the criteria and performance standards established by the University Senate, to undergo projects and practical tests;
- e) to show civic behavior, consideration and respect towards the teaching staff and the administrative staff, as well as towards the group, year or faculty fellow students;
- f) to observe the discipline norms and the university ethics, according to Regulations, Codes and Charter of the University;
- g) to observe the health and security norms in carrying out all the activities, being totally responsible for the effects of trespassing them;
- h) to keep and use carefully the material means placed at their disposal by the University and its partners within the territorial centers;
- i) to compensate the institution for the loss, in case of destructing or damaging the material means;
- j) to sign annually the financial contract/additional agreement of studies, this one representing the basis of the student's enrollment in the current academic year;
- k) to present all personal identification data, requested by the Faculty;
- l) to sign the additional acts proposed by the University for completing or modifying the present contract.

Art. 7 Prolongation of the study period is approved by the University Senate, at the proposal of the Faculty Counsel, if the conditions stipulated by the Regulations concerning the students' professional activity are accomplished. The prolongation of the study period must be requested during the academic year, and is granted only once for the same year of studies.

Interruption of the study period is granted by the Senate Bureau, at the proposal of the Faculty, if the conditions stipulated by the Regulations concerning the students' professional activity are accomplished.

Art.8 The Rector of the University has, in his turn, the obligation to ensure the needed exercising conditions for the students' rights.

FEES

Art. 9 The fees, including the tuition fees for the students who pay for their studies, shall be established by the University Senate for each and every academic year.

The amount of the fees, the method of paying and reimbursement, the penalties in case of payment delay, are stipulated in the regulations and the financial contract/additional agreement of studies, depending on the case.

SELF-FINANCING POLICY (TUITION FEES)

Art.10 The student has the obligation to pay the tuition fees – in correlation with the financing per equivalent student, proposed by M.E.C.I. - established by the University Senate, in the amount of 5000 EURO,

In equal installments – as it follows:

- I installment until the 30th of October of the current year;
- II installment until the 15th of December of the current year;
- III installment until the 1st of March of the current year;
- IV installment until the 30th of April of the current year.

10.1. The tuition fees include two free participations in the examination session, for each and every discipline.

10.2. The installment shall be paid in cash at the University pay office or through bank transfer into the following accounts:

For students that are from the European Union

BANCA COMERCIALĂ ROMÂNĂ

BUCUREȘTI, B-dul REGINA ELISABETA nr.5

COD SWIFT: RNCBROBUXXX

For: BANCA COMERCIALĂ ROMÂNĂ, Sucursala CENTRAL Tg.Mureș, Str.Piața Trandafirilor nr.26

CONT IBAN: RO92RNCB0193015967800002

For students that are from NON EU countries:

UNIVERSITATEA DE MEDICINA SI FARMACIE

TG MURES

COD IBAN: RO91RNCB0193015967800020

COD SWIFT: RNCBROBU

ADRESA BANCII: STR.P-TA TRANDAFIRILOR,NR 25 TG MURES ROMANIA

10.3. Students from the countries members of the European Union have the possibility to pay the whole amount of the fees at the beginning of the academic year, respectively of all four installments mentioned above, before the stated deadlines.

Students in the 1st year, from countries NOT member of the European Union, MUST pay the whole tuition fee before the 1st of October of the current year.

10.4. For not paying in due time whichever of the installments, the student will have to pay, without previous announcement or any other formalities, a penalty of 0.3% per day of delay starting with the first day after the deadline, calculated from the amount not paid, until the payment. The amount of delay penalties may exceed the unpaid installments.

10.5. For not paying the tuition fees, the student might be expelled at the proposal of expelling, advanced by the Dean of the Faculty, after analyzing the specific circumstances.

10.6. The expelling for not paying the tuition fees is done by Rector's decision, and the student will have the obligation to pay the tuition fees for the whole period until the moment of expelling.

10.7. The student has the obligation to communicate in written form to the University's leading board, through a registered request at the Rectorate, his decision to withdraw from the University or interrupt his studies. The student's obligation to pay the tuition fees shall cease, only starting with the moment of registration of the request, in case of withdrawal, and with the moment of approval, in case of interruption.

In case of expelling, the amount as tuition fees shall not be returned.

In case of withdrawal, approved under the circumstances mentioned above, the student shall receive the amount paid in addition to that paid for the services performed by the Faculty, except the first installment corresponding to the first year of studies that shall not be returned.

10.8. In case of not paying in due time the fees, the student shall accept unconditionally the measures established by the University Management regarding the ceasing of his/her capacity as a student, the recovery in instance of the caused damages, the forced pursuit of personal belongings for recovering the unpaid amounts or other damages that he/she has provoked, the interdiction to receive his/her papers – baccalaureate diploma, copy of the transcript of records, certificates - until the payment of the debt established in accordance to the contract clauses.

PROMOTION CRITERIA AND STANDARDS

Art. 11. Promoting the academic year depends on acquiring at least 45 credits of the total amount

of 60 credits allotted. A number of 15 credits can be transferred to a superior academic year. The credits acquired during the current academic year from exams left from previous academic years shall not be taken into consideration in the final calculus. For the transferred credits the student shall pay a fee established by the University Senate.

FINAL DISPOSITIONS

Art. 12. Inobservance by the student of the duties that result from the present contract draws warnings and applications of the sanctions stipulated in the University Regulations, at the proposal of the Faculty and with the Rector's approval, the University reserving itself the right to sue for recovering the prejudices caused by the student. The expulsion for not paying the tuition fees is not considered a sanction under the conditions of this article.

Art. 13. In litigious situations (interpersonal conflicts, indecent behavior, physical and verbal aggression, and so on) regarding the relations between the student and the teaching staff, both students and teaching staff may resort to the Council of Honor of the University.

Art.14. In case of student expulsion, the University reserves the right to retain his/her study documents until the full payment of the financial obligations, according to the regulations and the financial contract, depending on the case.

Art.15. The provisions of the present contract are completed by the dispositions resulting from the legislation in force, from the University Charter and the University Regulations.

The study agreement constitutes an annex to the present contract.

Any change or addition to the present contract or its annexes is to be the object of an amendment signed by both parties.

The present contract has been signed in two copies, one for each contracting party, today, on..... One copy of the contract shall be kept by the University – in the student's personal file, the other one by the student.

University of Medicine and Pharmacy of Tîrgu Mureş

Rector
Professor PhD Leonard AZAMFIREI

Student,

Dean
Associate Professor PhD Monica TARCEA

Chief Accountant
Ec. Paraschiva MUNTEANU

Legal Adviser
Jrs. Manuela SĂLĂGEAN