STUDY AGREEMENT No.

GENERAL PART

I. General provisions

1. The Study Agreement (hereinafter referred to as the Agreement) shall be concluded between Vilnius University (hereinafter referred to as the University) and a person whose details are given in Clause 1.2 of the Special Part of the Agreement (hereinafter referred to as the Learner) (collectively referred to as the Parties, and each individually referred to as a Party) regarding studies at Vilnius University, and the Agreement sets out mutual obligations of the Parties, terms and procedures for the fulfillment of these obligations as well as principles of paying tuition fees.

2. Terms used in this Agreement shall be construed as follows:

   2.1. Learner is a person who concludes this Agreement with the University, regardless of his/her status in the studies, as indicated in the Special Part of the Agreement;
   2.2. Student is a person who studies at the University under a study programme(s) seeking a qualification degree(s) in a particular study field;
   2.3. Unclassified Student is a person who studies single subjects (modules) of formal study programmes at the University or enrolls in a non-degree study programme, aimed to ensure lifelong learning opportunities without acquiring a qualification degree in the study field.

3. The Agreement shall be concluded in compliance with the Law on Higher Education and Research of the Republic of Lithuania (hereinafter – the Law on Higher Education and Research), the Statute of the University (hereinafter – the Statute), the Admission Rules of Vilnius University (hereinafter referred to as Admission Rules) and other legal acts.

4. The Agreement shall be concluded upon signing it in the usual written form or by completing the electronic form of the Agreement and accepting the conditions set out in the information system of the University servicing applicants in accordance with the procedure specified in the Admission Regulations and the implementing regulations of the University. Upon mutual agreement of the Parties, the electronic form of the Agreement shall be equally valid as its written form.

5. If the Agreement is concluded with an Unclassified Student, upon mutual agreement of the Parties, the following Clauses of the Agreement shall not apply: 7, 9.1., 9.2, 10, 29, 30, 32, 35 – 39.

II. Obligations of the University

The University shall:

6. Admit the Learner to the University to study in the study programme as specified in the Special Part of the Agreement or to study single subjects (modules); to take examinations (or tests resulting in pass/fail evaluation) of single subjects (or several related subjects) (modules).

7. Provide to the Student access to education in a selected study field as indicated in the study programme specified in the Special Part of the Agreement; the study programme shall comply with the content, nature and practical application possibilities of the study field.

8. Ensure the high quality of the delivery of the selected approved study programme or of single study subjects (modules).

9. To a Learner who has fully completed the study programme:
   9.1. confer a qualification degree and/or professional qualification;
   9.2. issue a University diploma and a diploma supplement certifying the assessment of the subjects;
   9.3. or, in case of the Unclassified Student, a certificate specifying the competences acquired by the Unclassified Student.

10. Pay grants to the Student as stipulated in the University Procedure for Student Grants.

11. Upon a request by the Learner, who has not completed the study programme, issue a transcript of academic record specifying the assessment of the completed study subjects (modules).

12. Ensure that legal acts adopted by the University be posted on the University website www.vu.lt.

13. Provide an electronic mail (e-mail) box of the University to the Learner and an authorized access to the study information system of Vilnius University (hereinafter referred as VUSIS), where all personal and study-related information of the Learner may be reviewed, modified and amended, and, where possible, submit electronic application related to the studies of the Learner. In case of any modifications in the information system used for the administration of the studies at the University, the provisions of the present Agreement related to the VUSIS shall to their full extent apply to the new information system.

14. Process the Learner’s personal information in compliance with the Law on Legal Protection of Personal Data of the Republic of Lithuania (hereinafter – the Law on Legal Protection of Personal Data).

15. Inform the Learner about his financial liabilities to the University, indexing the tuition fee and/or the fee for a repeated study subject.

16. Provide necessary information to the Learner holding a citizenship other than that of the Republic of Lithuania and, within its competence, act as a liaison in cases specified in legal acts of the Republic of Lithuania on issuing a temporary residence permit in Lithuania or issuing a new permit, or obtaining a multiple entry visa D.

III. Obligations of the Learner

The Learner shall:

17. Be familiar with legal acts which regulate the study process and are accessible on the University website and keep track of the amendments made thereto.

18. Comply with the requirements of the study programme (in case the study programme is updated during an academic leave or suspension of the studies of the Learner – upon the return from the academic leave or in the course of the suspension of the studies comply with the requirements of the updated study programme), participate in Learner surveys conducted by the University, which aim at collecting information about the quality of the implementation of the study programme or single subjects (modules) in which the Learner is enrolled, and of the organisation of the study process.

19. Abide by the present Agreement, the Law on Higher Education and Research, the Statute, Regulations for Research, Artistic Activities and Studies (hereinafter – Regulations), Regulations of Studies of Vilnius University (hereinafter – Regulations of Studies), Code of
Academic Ethics of the University (hereinafter – Code of Academic Ethics) and other legal acts.

20. In accordance with the Agreement and the Procedure for Paying, Refunding and Collecting Tuition Fees at Vilnius University, timely and duly fulfil the financial liabilities to the University, and not later than within 30 calendar days from the beginning of the first study semester register for the studies at the University by arriving to the administration of the division of the University implementing the study programme, if this has not been fulfilled at the time of concluding this Agreement.

21. Not later than within 30 calendar days from the beginning of the first semester register by electronic means with the E-identity management system of the University for the access to the VUSIS and the e-mail box provided by the University.

22. Check the e-mail box provided by the University to the Learner on a regular basis and access VUSIS in accordance with the rules set up by the University. The Learner who fails to fulfill this obligation may not complain about the messages that he/she has not received and, as a consequence that the University has breached the terms of this Agreement.

23. Grant the University a non-exclusive license, effective throughout the validity period of property rights of the authors, to make publicly accessible research papers written by the Learner when directly fulfilling his/her obligations in accordance with the legal acts regulating the study process at the University (reports, laboratory, annual, research papers, bachelor and/or master theses) in open-access internet data bases owned by the University and, following the procedure approved by the University, in the Information System of Lithuanian Science and Study Electronic Documents (eLABA).

24. The Learner holding a citizenship other than that of the Republic of Lithuania, in compliance with laws and other legal acts of the Republic of Lithuania shall:

   24.1. for non-European Union nationals – obtain and/or extend visa D and a temporary residence permit in Lithuania and timely submit the required documents to the University;

   24.2. for European Union nationals – obtain a certificate evidencing the right to reside in the Republic of Lithuania of the form approved by the Minister of the Interior of the Republic of Lithuania, and timely submit the required documents to the University.

25. Provide to the University only correct and accurate information and documents required for concluding this Agreement and its proper fulfilment.

26. Immediately inform the University about any changes in the place of residence and/or other contact information.

27. Upon the completion of the study programme or single subjects (modules) fully settle accounts with the University in respect of dormitories, library funds or equipment provided by the University, etc. In the event the Learner fails to fulfill the obligation set forth in this Clause, the University shall have a right to suspend the fulfilment of the obligations of the University referred to in Clauses 9.2 or 9.3, until the Learner fully fulfils the obligations provided for in this Clause.

IV. Tuition fee

28. Where the Student has received state funding for his/her studies, the tuition fee shall be covered from the state budget in accordance with the procedure established by legal acts of the Republic of Lithuania.

29. Where the Student’s studies are financed by the Structural Funds of the European Union (hereinafter referred to as the EU), the tuition fee shall be paid following the procedure laid down by relevant legal acts.

30. For persons enrolled in integrated study programmes, in state-funded places, the annual tuition fee for the second part of the integrated studies (years V–VI) shall be equal to the standard tuition fee for the second cycle studies at the year of acceptance.

31. The price of the studies for the Learner and the amount of other fees for the studies are specified in the Special Part of the Agreement, and shall be paid in the manner and within the terms specified in the Procedure for Paying, Refunding and Collecting Tuition Fees at Vilnius University.

32. The self-paying Student shall pay part of the annual tuition fee, which covers the first semester, within the period of 5 (five) working days as of the date of the conclusion of the Agreement.

33. The tuition fees shall be paid by transferring the funds to the account of the University with the Bank. The numbers of the University bank accounts are indicated in the Special Part of the Agreement.

34. Following the Procedure for Paying, Refunding and Collecting Tuition Fees at Vilnius University, upon the Learner’s request, payment terms and amounts of tuition fees may be subject to change.

35. A self-paying Student who has chosen the part-time form of studies shall, each semester, pay a tuition fee equal to the product of the cost of one credit specified in the Special Part of the Agreement and the number of the credits of the subjects selected by the Student in the semester.

36. The state-funded Student may be deprived of state funding in accordance with the procedure established in the legislation of the Republic of Lithuania. The Student who has been deprived of the state funding shall pay the tuition fee in the amount specified in the Admission Rules approved in the year of his/her enrolment and indicated in the Special Part of the Agreement.

37. The Student who has terminated the Agreement on student-funded studies in the cases stipulated by the Law on Higher Education and Research and following the procedure laid down therein shall return the funds or their part allocated to cover tuition fees of state-funded students to the state budget.

38. Students funded from the EU Structural Funds, having terminated the Agreement, shall return the tuition fee in accordance with the procedure and in cases specified by the University.

39. In case a study place funded from the State budget or the EU Structural Funds is vacated, it may be applied to the state budget in accordance with the procedure established by the University and posted them on the University’s website at least 30 days before the expected effective date of the modified fees.

40. In case the payment of the tuition fee, part of it or a fee for a repeated subject is overdue, the Learner shall pay a default interest amounting to 0.02% of the outstanding amount for each day overdue.

41. Tuition fees may be refunded to the Learner in accordance with the procedure and in cases specified in the Procedure for Paying, Refunding and Collecting Tuition Fees at Vilnius University.
44. Any of the Learner’s payments referred to in this Agreement may be made by third persons who shall indicate in the slot of the purpose of payment orders the name and surname of the Learner they are paying for (this does not release the Learner from his/her responsibility to fulfil obligations as provided in the Agreement).

45. In case during the studies of the Learner the Parties conclude an Agreement concerning the studies of non-study subject, the provisions of Clauses 33, 41, 42 and 44 of the Agreement shall mutatis mutandis apply to the payment for the studies of the non-study subject, while other provisions of Section IV of the Agreement shall not apply.

V. Coming into effect, amendments, termination and end of the Agreement

46. This Agreement shall come into effect as of the date of signing it by both Parties.

47. The provisions of the Agreement may be subject to change when the Learner changes the study programme, mode of studies, source of funding of the studies or in other cases specified by the University. Modifications of and/or amendments to the Agreement shall be laid down in a separate document by recasting the Special Part of the Agreement, in compliance with the procedure referred to in Clause 4 of the Agreement and shall be treated as an inalienable part of the Agreement.

48. If the obligation laid down by Clause 32 of the Agreement is not fulfilled in due time (except in the cases where the term for payment of the fee referred to in Clause 32 has been deferred in the manner stipulated in Clause 34), the Agreement shall be deemed to be terminated by mutual consent of the Parties as of the next day after the due date for the fulfilment of the obligation.

49. The Agreement shall be ended when the Parties have fulfilled their obligations or when the Agreement has been terminated.

50. The Agreement may be terminated unilaterally or by mutual agreement of the Parties.

51. The Learner shall have a right, having notified the University not later than 10 (ten) calendar days in advance, to unilaterally terminate the Agreement.

52. The University shall have a right, having notified the Learner not later than 10 (ten) calendar days in advance, to unilaterally terminate the Agreement by expelling the Learner from the University in any of the following cases:

52.1. Due to substantial breach of the Agreement. Payment of the tuition fee, or its part or of a fee for a repeated subject overdue for more than 30 (thirty) calendar days shall be treated as a substantial breach of the Agreement.

52.2. In the cases specified by the Regulations of Studies and/or the Code of Academic Ethics, the Regulations and following the procedure established by legal acts of the University;

52.3. If the Learner fails to register for his/her studies at the University in the manner specified in Clause 20, or within 14 calendar days after an academic leave, suspension of the studies or a study period in another institution fails to submit an application to continue his studies at the University;

52.4. If the Learner has submitted false or misleading data, information or documents due to which the present Agreement could not be concluded, executed or implemented;

52.5. If the Learner holding a citizenship other than that of the Republic of Lithuania without a reasonable excuse fails to fulfil all or part of the obligations under Clause 24 of the Agreement.

53. Change or termination of the Agreement does not release the Learner from financial and any other obligations to the University arising from the Agreement. If the Learner refuses to perform his/her financial obligations, the University has the right to take legal action and recover the sums due, following the procedure established by legal acts of the Republic of Lithuania together with any default interest, in the amount specified in Clause 42 of the this Agreement.

VI. Final provisions

54. All notices referred to in the Agreement or related to the fulfilment thereof and to defending the issues arising from the Agreement in accordance with the civil procedure shall be in writing and communicated by e-mail or registered regular mail to the addresses of the Parties specified in the Agreement, except for cases provided by this Agreement. Each Party shall have a right to give preference any of the above means of communication. When the notice is communicated by e-mail, the notice shall be considered to be received by the other Party on the same day when the notice was communicated, provided that it was dispatched during the work hours; if the notice is communicated by a registered letter, the notice shall be deemed to be received by the addressee after 5 (five) workdays from the date it was dispatched.

55. During the entire study period at the University, information related to the study process will only be sent to the Learner’s e-mail box provided by the University or the authorised account of the Learner with the VUSIS. The notice referred to in Clause 52 of the Agreement on the termination of the Agreement shall be sent in the manner specified in the present Clause, and, if possible, at another e-mail address of the Learner indicated at the VUSIS. Communication of information to the Learner shall be considered to constitute appropriate information of the Learner.

56. All disputes concerning with concluding, performing, modifying and amending the Agreement or any other disputes shall be settled by way of negotiation between the Parties. In case the Parties fail to reach an agreement within 30 (thirty) days, the dispute shall be settled following the procedure stipulated by legal acts of the Republic of Lithuania, by establishing territorial jurisdiction according to the registered office of the University.

57. The University shall process personal data in compliance with the Law on Legal Protection of Personal Data as a personal data manager. The University shall manage the personal data of the Learner for the purpose of the administration of the study process.

58. The University shall manage the following personal data and other data of the Learner: name, last name, personal ID number, date of birth, gender, residence place (address), telephone No., e-mail address, citizenship, family status, education data (code, name and type of the school, graduation year, country, etc.), data on the studies of the person (cycle and form of the studies, Faculty, programme, course, semester, group, type of the Learner, funding type, amount and the year of the student’s voucher, student’s certificate No., subjects completed, accounting form, evaluation of the achieved learning outcomes, etc.), identification numbers assigned to the Learner, bank account No., payments and/or benefits made, their amounts and dates, type, series, No. of the documents issued to the Learner, their expiry and issue date; optionally – No. of the personal identity document of the Learner, employment seniority, social status (belonging to a group in need of social support), working capacity in percent, military service record.

59. By signing the present Agreement the Learner agrees that the University, acting in accordance with the Law on the Legal Protection of Personal Data, manages the personal data of the Learner indicated in Clause 58 of the Agreement for the purpose specified in Clause 57 of the Agreement.

60. By signing the present Agreement the Learner represents that he had been informed of his rights as a data subject:

60.1. To have access to his/her personal data and to be familiar with how the data is processed;
60.2. To request that his/her personal data be rectified, destroyed or further processing operations of his/her personal data where the operations fail to conform to the provisions of the Law on Legal Protection of Personal Data or the provisions of other laws be restricted, except for the storage of the data.

61. The Learner agrees that the University may refer to third persons (including and not limiting to the state enterprise “Centre of Registers”, commercial banks of Lithuania and debt collection companies) on issues related to receiving and verifying information about the Learner.

62. In cases where the Agreement fails to regulate issues related to the Learner’s studies at the University, the Law on Higher Education and Research of the Republic of Lithuania, the Statute, the Regulations, the Regulations of Studies of the University and other regulations shall apply.

63. The Agreement shall be concluded in 2 (two) copies, each of equal legal force; each Party shall hold a copy.

Signed by the Parties to the Agreement

On behalf of Vilnius University

On behalf of the Learner

The Learner by signing the General Part of the Agreement confirms that he has received a copy of the General and Special Parts, is familiar with the provisions of the Agreement and undertakes to comply with them.

___________________________________________  ______________________________________
Name, last name, signature  Name, last name, signature