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 fulfilment 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, 28, 29, 31, 34 –38.

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 <u>www.vu.lt.</u>
- 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 *Leaner* 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. Fulfil financial obligations to the *University* timely and duly, in accordance with the Agreement, the Procedure for Paying, Refunding and Collecting Tuition Fees at Vilnius University, fulfil other 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.
- 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 fulfil 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 fulfil 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. 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.
- 31. 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*.
- 32. 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*.
- 33. 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.
- 34. 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.
- 35. 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*.
- 36. The Student who has terminated the Agreement on state-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.
- 37. *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*.
- 38. In case a study place funded from the State budget or the EU Structural Funds is vacated, it may be applied for by a *Student* studying in a non-funded place in the manner established by the *University* (except in the cases stipulated in the Law on Higher Education and Research when the State funding for the studies is not allocated and the study price is not compensated).
- 39. The *Learner* shall pay an additional fee for repeating a subject (module) amounting to the cost of one credit, as specified in the Special Part of the *Agreement*, multiplied by the number of credits of the repeated subjects (modules). The specified fee shall be paid no later than the end of the first month of the semester when the subject to be repeated is delivered.
- 40. The *University*, taking into consideration the amount of basic social benefits, as amended by legal acts of the Republic of Lithuania, basic monthly salary or the consumer price index of Lithuania or its equivalent as provided by the Department of Statistics of the Republic of Lithuania, shall unilaterally index tuition fees and other study-related fees, recalculating them proportionally in accordance with the procedure established by the *University* and posting them on the *University's* website at least 30 days before the expected effective date of the modified fees.
- 41. 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.
- 42. Tuition fees paid 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.
- 43. 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*).
- 44. In case during the studies of the Learner the Parties conclude an Agreement concerning the studies of non-study subject, the provisions of Clauses 32, 40, 41 and 43 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

- 45. This *Agreement* shall come into effect as of the date of signing it by both *Parties*.
- 46. 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*.
- 47. If the obligation laid down by *Clause 31 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 31 has been deferred in the manner stipulated in *Clause 33*), 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.
- 48. The Agreement shall be ended when the Parties have fulfilled their obligations or when the Agreement has been terminated.
- 49. The Agreement may be terminated unilaterally or by mutual agreement of the Parties.
- 50. The *Learner* shall have a right, having notified the *University* not later than 10 (ten) calendar days in advance, to unilaterally terminate the *Agreement*.
- 51. 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:
 - 51.1. Due to substantial breach of the *Agreement*. Payment of the tuition fee, of 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*;
 - 51.2. 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*;
 - 51.3. 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*;
 - 51.4. 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;
 - 51.5. 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*.
- 52. 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 41 of the this *Agreement*.

VI. Final provisions

- 53. 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.
- 54. 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 51 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*.
- 55. All disputes concerned 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*.
- 56. 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 Leaner for the purpose of the administration of the study process.
- 57. 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.
- 58. 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 57 of the *Agreement* for the purpose specified in Clause 56 of the *Agreement*.
- 59. By signing the present Agreement the Learner represents that he had been informed of his rights as a data subject:
 - 59.1. To have access to his/her personal data and to be familiar with how the data is processed;

- 59.2. 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.
- 60. *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*.
- 61. 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.
- 62. 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 <i>University</i>	On behalf of the <i>Learner</i> 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.
Position, name, last name, signature	Name, last name, signature

STUDY AGREEMENT No.	
SPECIAL PART	
201_	
(day, month)	

1. Parties to the Agreement

1.1University	1.2. Learner
	1.2.1. Name(s), surname (as given in the identification document) 1.2.2. Personal code or date of birth* 1.2.3. Address [street name, house number, postal code, city]: 1.2.4. Telephone: 1.2.5. Number of the personal identification document (optional) [e.g. number of the personal identity card or the passport. Non-Lithuanian citizens shall fill in an extra form] 1.2.6. E-mail: [electronic@mail.lt], AND, if provided by the <i>University</i> , [name.surname@padalinys.stud.vu.lt]
1.1.8. Representative [position, name, surname, representation basis (Rector acts in accordance with the Statute of the University, others may be authorised by Rector to act as representatives, No. and date of authorisation document/Rector's order)]	1.2.7. Representative (if applicable) [position, name, surname, representation basis]

^{*} The date of birth shall only be indicated when the Learner is not a citizen of the Republic of Lithuania

2. Subject matter of the Agreement **

2.1. Learner status	Student
2.2. Title of study programme	Standard title of the study programme
2.3. Volume of study programme	XXX (ECTS credits)
2.4. State code of the study programme	XXXXXXX
2.5. Main field of the study programme	E.g. 1100 (also given in words "Informatics")
2.6. Mode of studies, timetable	Full-time/ part-time studies; day-time/ evening/ sessional timetable
2.7. Cycle of studies (if applicable)	First/ second/ third cycle or integrated studies
2.8. Admission year, year of study, semester (if applicable)	E.g., year of admission—2015, 1 st year of study, 1 st semester
2.9. Language of instruction, EUR	As given in the study programme register, e.g. Lithuanian
2.10. Tuition fee for the study programme	Xyz, xxx, EUR
2.11. Annual tuition fee, EUR (see reservation under 2.141)	Xxxx (in words) EUR
	In case of state funding, the annual tuition fee should be given in figures
	and followed by explicit reference to the source of funding, e.g. the
	tuition fee covered by the state or the EU Structural Funds, etc.
2.12. Credit price, EUR	Xxx.xx. EUR
2.13. A qualification degree and professional qualification (if	[Qualification degree in the study field and professional qualification, if
provided for) are conferred upon the completion of the studies.	provided for.]

^{**}The subject matter of the Agreement can be profiled in several columns of the table, e.g. in case of enrolment in several study programmes.

- 2.14. In case the *Learner* is enrolled in an integrated study programme and is funded by the state, the annual tuition fee, as specified in Clause 2.11, shall be the annual tuition fee for the first part of the integrated studies, the annual tuition fee for the second part of the integrated studies shall be equal to the annual standard tuition fee for the second cycle studies, as approved by the Order of Minister of Education and Science of the Republic of Lithuania in the year of enrolment.
- 2.15. When the *University* indexes the tuition fees following the terms and procedures specified in the General Part of the *Study Agreement*, the tuition fee for the study programme settled by the *Agreement* (Clause 2.10), the annual tuition fee (Clause 2.11), the credit cost (Clause 2.12) shall be accordingly modified.

3. Signed by the Parties to the Agreement

3.1. On behalf of Vilnius University	3.2. On behalf of Learner The Learner by signing the Special Part of the Agreement confirms that he/she has received a copy of the General and Special Parts, is familian with the provisions of the Agreement and undertakes to comply with them.
Position, name, last name, signature	Name, last name, signature