# STUDY AGREEMENT No \_\_\_\_\_\_ GENERAL PART

## I. General provisions

- 1. This Study Agreement (hereinafter, the *Agreement*) is concluded between *Vilnius University* (hereinafter, the *University*) and the person specified in Clause 1.2 of the Special Part of the Agreement (hereinafter, the *Learner*), collectively referred to as the *Parties*, and individually as a *Party*, regarding studies at *Vilnius University*. The *Agreement* sets out the mutual obligations of the *Parties*, the terms and procedures for the fulfilment of these obligations, and the principles of paying tuition fees.
- 2. Terms used in this *Agreement* shall be construed as follows:
  - 2.1. A *Learner* is a person concluding this *Agreement* with the *University*, regardless of his/her learning status, as specified in the Special Part of the *Agreement*;
  - 2.2. A *Student* is a person who studies at the *University* under a study programme(s) seeking to obtain an education degree in a particular study field;
  - 2.3. An *Unclassified Student* is a person who studies single subjects (modules) of formal study programmes at the *University* or enrols in a non-degree study programme aimed at ensuring lifelong learning opportunities without acquiring an education degree in the study field.
  - 2.4. A *Graduate* is a person who has completed a study programme at the *University* and has received a diploma certifying that the *Graduate* has a degree in higher education.
- 3. The *Agreement* is 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, the *Admission Rules*) and other legal acts.
- 4. The *Agreement* shall enter into force upon signing it in a written or electronic form and accepting the conditions set out in the *University's* applicant information system in accordance with the procedure specified in the *Admission Rules* and the University's regulations thereof. By mutual agreement of the *Parties*, the electronic form of the *Agreement* shall be deemed to have the same legal force as its written form.
- 5. If the *Agreement* is concluded with an *Unclassified Student*, by mutual agreement of the *Parties*, the following Clauses of the *Agreement* shall not apply: 7, 9.1., 9.2, 10, 22.2, 28, 29, 30, 32, 35–39, 61.

## II. Obligations of the University

#### The University shall:

- 6. Admit the *Learner* to the *University* to study in the study programme specified in the Special Part of the *Agreement* or to study single subjects (modules), and to take examinations (or tests resulting in pass/fail evaluation) of single subjects (modules).
- 7. Provide the *Student* with 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 approved study programme or of single study subjects (modules).
- 9. To a *Learner* who has fully completed the study programme:
  - 9.1. confer on the Student an education degree and/or a professional qualification;
  - 9.2. issue the *Student* with a *University* diploma certifying the acquired education degree and/or professional qualification and a diploma supplement certifying the assessment of the subjects;
  - 9.3. issue the Unclassified Student with a certificate specifying the competences acquired by the Unclassified Student.
- 10. Pay grants to the *Student* as stipulated by the *University* Procedure for Student Grants;
- 11. Upon a request of the *Learner* who has failed to complete the study programme, issue a transcript of academic record specifying the assessment record of completed study subjects (modules).
- 12. Ensure that legal acts adopted by the *University* are available on the *University* website www.vu.lt.
- 13. Provide the *Learner* with a *University* electronic mail (e-mail) box and authorized access to the Vilnius University Study Information System (hereinafter, *VUSIS*), where all *Learner's* personal and study-related information can be reviewed, modified and amended, and, where possible, electronic applications related to the *Learner's* studies may be submitted. In case of any modifications to the information system used for the administration of studies at the *University*, the provisions of the present *Agreement* related to VUSIS shall apply to the new information system in their entirety.
- 14. Process the *Learner's* personal information in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter, the *General Data Protection Regulation*), the Law on Legal Protection of Personal Data of the Republic of Lithuania (hereinafter, the *Law on Legal Protection of Personal Data*), and *University* regulations on the processing of personal data, which are available at the *University's* website www.vu.lt.

- 15. Inform the *Learner* about his financial liabilities to the *University*, tuition fee indexing and/or the fee for retaking a study subject.
- 16. Provide the *Learner* holding a citizenship other than that of the Republic of Lithuania with the information necessary to obtain or extend a temporary residence permit in Lithuania, or to obtain a multiple entry visa (D) and, within the competence of the *University*, act as a liaison for the aforementioned purposes in cases specified in the legal acts of the Republic of Lithuania

#### III. Obligations of the Learner

#### The Learner shall:

- 17. Read the legal acts regulating the study process and accessible on the *University* website, and keep track of the amendments made thereto.
- 18. If for all stages of admission to undergraduate, joint, postgraduate, and vocational teacher study programmes more than one *Agreement* was concluded, terminate *Agreements* for studies that the *Learner* has decided not to pursue in accordance with the procedures set out in the University's legal acts.
- 19. Comply with the requirements of the study programme (or of the updated study programme upon return from an academic leave or after the suspension of studies by the *Learner* if the study programme has been updated during the academic leave or suspension), and 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 about the organisation of the study process.
- 20. Abide by this *Agreement*, the *Law on Higher Education and Research*, the *Statute*, the *University's* Regulations for Research, Artistic Activities and Studies (hereinafter, the *Regulations*), Intellectual Property Management Provisions, the Code of Academic Ethics (hereinafter, the *Code of Academic Ethics*), and other legal acts.
- 21. In accordance with the *Agreement* and the *Procedure for Paying, Refunding and Collecting Tuition Fees at Vilnius University*, timely and duly fulfil financial liabilities to the *University*.
- 22. No later than within 30 calendar days from the beginning of the first semester, register electronically:
  - 22.1. on the *University's* E-identity management system for access to VUSIS at <a href="https://idm.vu.lt">https://idm.vu.lt</a> and to the e-mail box provided by the *University*;
  - 22.2. on VUSIS eStudent environment for the duration of studies at the *University*.
- 23. 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 out by the *University*. All messages and any information related to studies shall be sent exclusively to the e-mail box provided to the *Learner* by the *University*, and as a result the *Learner* shall be held duly informed. The *Learner* who fails to fulfil this obligation may not complain about the messages that he/she has not received and, as a consequence thereof, that the *University* has breached the terms of this *Agreement*.
- 24. The *Learner* holding a citizenship other than that of the Republic of Lithuania, in compliance with the laws and other legal acts of the Republic of Lithuania, shall:
  - 24.1. non-European Union nationals: obtain and/or extend visa D and a temporary residence permit in Lithuania and timely submit all required documents to the *University*;
  - 24.2. European Union nationals: obtain a certificate confirming his/her right to reside in the Republic of Lithuania on the form approved by the Minister of the Interior of the Republic of Lithuania and timely submit all required documents to the *University*;
  - 24.3. provide the *University* with the original copies of documents certifying his/her education within 30 calendar days from the day of arrival for the purpose of study at the *University*.
- 25. Provide the *University* with only correct and accurate information and documents required for concluding this *Agreement* and for fulfilling it properly.
- 26. Immediately inform the *University* about any changes to the place of residence and/or other contact information.
- 27. Upon completing 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 *University*'s obligations described in *Clauses 9.2* and *9.3* until the *Learner* fully fulfils his/her obligations under this Clause.

#### IV. Tuition fees

- 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, 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 and funded by the state, the annual tuition fee for the second part of the integrated studies (years 5 and 6) shall be equal to the standard tuition fee for second-cycle studies valid in the year of admission.
- 31. The amount of the tuition fee and other study-related fees due for the *Learner* is 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. A self-paying Student who enrolled into studies through the online system of the Lithuanian Association of Higher Education

Institutions for Joint Admission or through the *University's* first or second-cycle online admission system (hereinafter, ISAS), shall pay a part of the annual tuition fee covering the first semester until the end of the first month of the first semester. The self-paying *Student* who enrolled in the studies through the *University's* Dream Apply online system shall pay the annual tuition fee within the period of 15 (fifteen) calendar days from the date of receiving an invitation to study.

- 33. Tuition fees shall be paid by a bank transfer to the account of the *University*. 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, the payment terms and amounts of tuition fees may be amended.
- 35. A self-paying *Student* who has chosen the part-time mode of studies shall each semester pay a tuition fee equal to the cost of one credit specified in the Special Part of the *Agreement* multiplied by the number of credits earned for his/her selected subjects in the semester.
- 36. A state-funded *Student* may be deprived of state funding in accordance with the procedure provided for 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 for the year of his/her enrolment and indicated in the Special Part of the *Agreement*.
- 37. A *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 the 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 and amounts specified by the *University*.
- 39. If a study place funded from the State budget or the EU Structural Funds is vacated, it may be applied for by a self-paying *Student* following the procedure established by the *University* (except in the cases stipulated in the *Law on Higher Education and Research*, when state funding for the studies is not allocated and the tuition fees are not covered).
- 40. The *Learner* shall pay an additional fee for retaking 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 retaken is delivered.
- 41. The *University*, taking into consideration the amount of basic social benefits, as amended by the legal acts of the Republic of Lithuania, the 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, may unilaterally index tuition fees and other study-related fees by 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.
- 42. In case the payment of the tuition fee, a part of it or a fee for a repeated subject (module) is overdue, the *Learner* shall pay a default interest amounting to 0.02% of the outstanding amount for each day overdue.
- 43. The tuition fees paid may be refunded to the *Learner* in accordance with 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 the name and surname of the *Learner* they are paying for as the purpose of payment orders (this does not release the *Learner* from his/her responsibility to fulfil his/her obligations as provided in the *Agreement*).
- 45. If during the studies of the *Learner* the *Parties* conclude an Agreement concerning the studies of a subject outside the study programme, the provisions of *Clauses 33, 41, 42* and *44* of the *Agreement* shall *mutatis mutandis* apply to the payment of fees for the studies of the subject outside the study programme 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 its signing by both Parties.
- 47. The provisions of the *Agreement* may be subject to modifications when *the Learner* changes the study programme, the mode of studies, and the source of funding of the studies or otherwise as 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 integral 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 terminate 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* no less than 10 (ten) calendar days in advance, to unilaterally terminate the *Agreement*.
- 52. The *University* shall have a right, having notified the *Learner* no less 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 a substantial breach of the *Agreement*. Payment of the tuition fee, of its part or of a fee for a repeated subject (module) overdue for more than 30 (thirty) calendar days shall be treated as a substantial breach of the *Agreement*;
  - 52.2. in the cases specified in the Regulations of Studies and/or in the Code of Academic Ethics, the Regulations and following the

- procedure established by the 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 22 or* within 14 calendar days after an academic leave, suspension of studies or a study period in another institution fails to submit an application to continue his/her 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 have been concluded, executed or implemented;
- 52.5. If the *Learner*, having obtained secondary education, has enrolled in studies in the current year during advance enrollment to undergraduate or joint studies and does not meet the minimal requirements for applicants set out in the Admission Rules of the *University*;
- 52.6. if the *Learner* holding a citizenship other than that of the Republic of Lithuania fails to fulfil all or a part of the obligations under *Clause 24* of the *Agreement* without a reasonable excuse.
- 53. Changes to 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* shall have a 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. Intellectual property rights

- 54. The *Learner* shall be the holder of economic and moral authors' rights to all material produced by the *Learner* as a part of his/her obligations under the *University's* legal acts governing the study process; the *Learner* shall also be the holder of all related rights to the objects of economic and moral authors' rights, including reports, laboratory, annual, and research papers, final theses, conference theses, dissertations, dissertation abstracts, etc.
- 55. The *Learner shall* grant the *University* a non-exclusive license, effective throughout the validity period of economic authors' rights, to make publicly accessible all material listed in Clause 54 of this contract in open- and limited-access (internal) online databases owned by the *University*, in the Information System of Lithuanian Science and Study Electronic Documents (eLABa), and in other Lithuanian and international databases, as well as to use this material or a part of this material for study result evaluation, the learning process, and scientific research conducted by the *University* (including the translation, reproduction, publication, and limited circulation of the material).

#### VII. Final provisions

- 56. All notices referred to in the *Agreement* or related to the fulfilment thereof (excluding notices concerning the implementation of the study process) and to the *Parties*' demands related to the *Agreement* (including defending the Parties' rights in accordance with the civil procedure) shall be in writing (i.e. communicated by e-mail or registered regular mail to the addresses of the *Parties* specified in the *Agreement*), except for cases provided for in this *Agreement*. Each *Party* shall have a right to give preference to any of the above means of communication. When the notice is communicated by e-mail, the notice shall be considered received by the other *Party* on the same day when the notice was communicated, provided that it was dispatched during the working hours; if the notice is communicated by a registered letter, the notice shall be deemed to be received after 5 (five) workdays from the date it was dispatched.
- 57. During the entire study period at the *University*, information related to the study process shall only be sent to the *Learner's University* e-mail address and/or to the *Learner's VUSIS* account. The notice referred to in *Clause 52* of the *Agreement* on the termination of the *Agreement* shall be sent in the manner specified in this *Clause*, and at another e-mail address of the *Learner* indicated in the admission information systems or *VUSIS*. Communication of information to the *Learner* as specified in this Clause shall be considered appropriate provision of information to the *Learner*. At the *Learner's* request, information related to the study process may also be sent to another e-mail address specified in the admission information systems of in VUSIS.
- 58. All disputes related to 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) calendar 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*.
- 59. The *University* shall be a manager of the *Learner's* personal data and shall process this personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Law on Legal Protection of Personal Data of the Republic of Lithuania and *University* legal acts on the processing of personal data, which are available at the *University's* website <a href="https://www.vu.lt">www.vu.lt</a>.
- 60. The *University* shall manage the following personal data and other data of the *Learner*: name, surname, personal ID number, date of birth, gender, residence (address), telephone number, e-mail address, citizenship, family status, education data (code, name and type of school, graduation year, country, etc.), data on the studies of the person (cycle and mode of studies, faculty, programme, course, semester, group, kind of studies, type of funding, amount and the year of the student's voucher, student's certificate number, subjects completed, form and date of completion, assessment of the achieved learning outcomes, etc.), identification numbers assigned to the *Learner*, bank account number, payments and/or benefits made, their amounts and dates; type, series, number of the documents issued to the *Learner*, their expiry and issue date; optionally: number of the *Learner's* personal identity document, employment seniority, social status (belonging to a group in need of social support), working capacity in percent, military service record.
- 61. The *University*, acting in accordance with the legislation of the Republic of Lithuania, shall monitor the *Graduate's* career indications for a 5-year period after the day of graduation and shall gather feedback about the *Graduate's* career using the e-mail address specified in the *Graduate* information systems or in VUSIS.

- 62. By signing the present *Agreement*, the *Learner* confirms that he/she has read and understood the Vilnius University Privacy Policy (available online at <a href="https://www.vu.lt/en/privacy-policy">https://www.vu.lt/en/privacy-policy</a>) and the Vilnius University Description of the Procedure for Personal Data Processing.
- 63. *The Learner* agrees that the *University* may refer to third persons (including and not limited to the state enterprise "Centre of Registers", the commercial banks of Lithuania and debt collection companies) on issues related to receiving and verifying information about the *Learner*.
- 64. 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*, the *Statute*, the *Regulations* of the *University* and other regulations shall apply.
- 65. The Agreement is 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 By signing the General Part of the Agreement, the Learner 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, surname, signature	Name, surname, signature