APPROVED by Order No R-216
of Pro-Rector for Studies of Vilnius University
as of 27 May 2015

STUDY AGREEMENT No _____
GENERAL PART

I. General provisions

1. The Study Agreement (hereinafter, the *Agreement*) shall be concluded between *Vilnius University* (hereinafter, the *University*) and a person whose details are given in Clause 1.2 of the Special Part of the Agreement (hereinafter, 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 enrols 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, *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* intended for applicants in accordance with the procedure specified in the *Admission Rules* and the University's regulations thereof. Upon 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,* upon mutual agreement of the *Parties*, the following Clauses of the *Agreement* shall not apply: 7, 9.1., 9.2, 10, 21.2, 28, 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 (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 on the *Student* a qualification degree and/or professional qualification;

   9.2. issue to the *Student* a *University* diploma certifying the acquired qualification degree and/or professional qualification and a diploma supplement certifying the assessment of the subjects;

   9.3. issue to 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 failed to complete 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 Vilnius University study information system (hereinafter, *VUSIS*), where all personal and study-related information of the *Learner* may be reviewed, modified and amended, and, where possible, electronic applications related to the studies of the *Learner* may be submitted. In case of any modifications in the information system used for the administration of studies at the *University*, the provisions of the present *Agreement* related to the *VUSIS* shall apply to the new information system in their entirety.

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 the competence of the *University*, act as a liaison in cases specified in legal acts of the Republic of Lithuania on issuing a temporary residence permit in Lithuania or on 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 regulating the study process and accessible on the *University* website and keep track of the amendments made thereto.

18. 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 the studies by the *Learner* if the study programme has been updated during an academic leave or suspension of the studies of the *Learner*), 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 this *Agreement*, the *Law on Higher Education and Research*, the *Statute*, the Regulations for Research, Artistic Activities and Studies (hereinafter, the *Regulations*), the Regulations of Studies of Vilnius *University* (hereinafter, the *Regulations of Studies*), the Code of Academic Ethics of the *University* (hereinafter, the *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*.

21. Not later than within 30 calendar days from the beginning of the first semester register by electronic means:

    21.1. in the E-identity management system of the *University* for the access to the *VUSIS* at https://idm.vu.lt and to the e-mail box provided by the *University*;

    21.2. to the eStudent environment on *VUSIS* for the period of studies at the *University.*

22. Check the e-mail box provided by the *University* to the *Learner* on a regular basis and access the *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.*

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. 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. 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*;

    24.3. provide to the *University* 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 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 of 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 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, in state-funded places, 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 the second cycle studies valid in the year of admission.

31. The amount of the tuition fee and other study-related fees for the *Learner* 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. A self-paying *Student* shall pay part of the annual tuition fee, which covers the first semester, until the end of the first month of the first semester through the online system of the Lithuanian Association of Higher Education Institutions for Joint Admission or through the *University* online system of admission (hereinafter, ISAS) to the first-cycle studies or the ISAS to the second-cycle studies. The self-

paying *Student* who has enrolled in the studies through the *University* Dream Apply online system shall pay the annual tuition fee within the period of 15 (fifteen) calendar days as of the date of receiving an invitation to study..

33. Tuition fees shall be paid by 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, payment terms and amounts of tuition fees may be subject to change.

35. A self-paying *Student* who has chosen the part-time mode of studies each semester shall 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 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. 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 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. In case 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 the state funding for the studies is not allocated and the tuition fees are not covered).

40. 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.

41. 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, 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, 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 the procedure and as 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. 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 signing it by both *Parties*.

47. The provisions of the *Agreement* may be subject to modifications when *the Learner* changes the study programme, mode of studies, 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 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 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 by the *Regulations of Studies* and/or by 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 21 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/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 be concluded, executed or implemented;

52.5. if the *Learner* holding a citizenship other than that of the Republic of Lithuania without 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* 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. 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 to 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 shall only be sent to the *Learner's* e-mail box provided by the *University* or an 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 this *Clause*, and, where possible, at another e-mail address of the *Learner* indicated in the *VUSIS*. Communication of information to the *Learner* as specified in this Clause shall be considered appropriate provision of information to the *Learner*.

56. 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) 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*.

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 *Leaner* 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, 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.

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 this *Agreement* the *Learner* confirms that he/she has 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* and the provisions of other laws be suspended, 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*, 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.