

APPROVED
the Director of Klaipėda State University of
Applied Sciences
by order of 19 April 2021
No. V1-035
(Director of Klaipėda State University of
Applied Sciences
by order of 22 November 2021
No. V1 – 113)

PROCEDURE FOR THE PAYMENT, REFUND AND COLLECTION OF TUITION FEES AT KLAIPĖDA STATE UNIVERSITY OF APPLIED SCIENCES

SECTION I GENERAL PROVISIONS

1. Klaipėda State University of Applied Sciences (hereinafter referred to as KSUAS) procedure for the payment, refund and collection of tuition fees (hereinafter referred to as the Procedure) lays down the terms and conditions, the general principles and the procedures for the payment, refund and collection of tuition fees paid to KSUAS by students and sit-in students.

2. The Procedure has been prepared in accordance with the Law on Science and Studies of the Republic of Lithuania (hereinafter referred to as RoL), the resolutions of the Government of the RoL, the orders of the Minister of Education, Science and Sports governing the financing of higher education institutions, the statute of KSUAS, the resolutions of the Academic Council of KSUAS and the Council of KSUAS, as well as other regulations of KSUAS.

3. Key terms used in the Procedure:

3.1. **Sit-in Student** means a person studying at KSUAS within the non-formal adult education programme or individual study subjects (modules).

3.2. **Student** means a person studying at KSUAS under a study programme;

3.3. **Tuition Fee** means a fee equal to the cost of tuition (annual cost of tuition or part thereof) and/or other fees related to the studies (retaking a course, repeated or additional services, etc.);

3.4. **Cost of a Study Credit** means 1/60th of the annual cost of tuition specified in the study agreement (for part-time students, no more than 1/45th of the annual cost of studies);

3.5. **Cost of Tuition** means the cost of a study programme for one year as determined and approved by KSUAS.

3.6. **Cost of Tuition per Semester** means the part of the annual Cost of Tuition calculated per semester, as determined and approved by KSUAS;

3.7. **State-Funded Seat** means a seat for which the Cost of Tuition is covered from the state budget;

3.8. **Non-State-Funded Seat** means a seat for which the Cost of Tuition is not covered from the state budget;

3.9. **Non-State-Funded Seat with a Scholarship** means a scholarship equal to the normative Cost of Tuition (if the annual Cost of Tuition is less than the normative Cost of Tuition, then the annual Cost of Tuition) granted from the state budget for the study period to the applicants with the highest competition score in the first cycle state-funded study seat list, admitted to Non-State-Funded Seats in those HE institutions whose minimum competitive score is at least equal to the one defined by the Minister of Education, Science and Sport.

3.10. Other terms shall be used as defined in KSUAS's Study Regulations and other regulations of KSUAS.

SECTION II TUITION FEES

4. **Tuition Fees shall include:**

- 4.1. Tuition Fees corresponding to the annual Cost of Tuition;
- 4.2. Tuition Fees for semester studies;
- 4.3. Tuition Fees for course (module) credits;
- 4.4. Payments directly related to your studies:
 - 4.4.1. For retaking a course/module;
 - 4.4.2. For resubmission and defence of a thesis or for counselling and sitting a final/qualifying examination;
 - 4.4.3. For retaking an exam;
 - 4.4.4. For retaking an examination in the course of the study programme.

SECTION III PAYMENT OF TUITION FEES

5. Full **Cost of Tuition** shall be paid by:

- 5.1. Students with a Non-State-Funded Seat;
- 5.2. Students with a Non-State-Funded Seat with a Scholarship;
- 5.3. Students resuming studies in the same or a lower-level study programme if more than half of the credits of that study programme have been obtained with the help of the state budget;
- 5.4. Students studying simultaneously in two or more degree-awarding or non-degree-awarding study programmes at the same level, if their studies in at least one of these study programmes are financed from the state budget. In this case, the annual Cost of Tuition shall be paid for the studies under a second and other study programmes;
- 5.5. Foreigners, except for children, grandchildren, great-grandchildren of emigrants and Lithuanian-born children, grandchildren, great-grandchildren of foreigners, also citizens of the Member States of the European Union and of other countries of the European Economic Area, unless the international treaties of the Republic of Lithuania or other legal acts provide otherwise;

5.6. Other persons in the cases provided for in the legal acts of the Republic of Lithuania.

6. Students with a Non-State-Funded Seat shall pay the **Cost of Tuition per Semester** within 30 calendar days of starting the current semester.

7. Students must pay their **Tuition Fee** within five working days of signing the agreement.

8. The **Tuition Fee for retaking a course** must be paid after a written request to the Dean of the Faculty to retake the course(s) of the study programme;

9. The **Tuition Fee for the resubmission and defence of the thesis, the counselling and the final/qualifying examination** shall be paid on the day of signing the study agreement, but not later than 01 April if the duration of the studies is 3.5 years and the studies are completed prior to the beginning of the new semester.

10. The **Tuition Fee for resitting an examination** shall be paid upon written request to the Dean of the Faculty and prior to the receipt of the tuition debt slip.

11. The Tuition Fee or part thereof of a Student with a non-State-Funded Seat may be paid by the Student's/Sit-in Student's employer, as well as by other natural or legal persons. Such payment does not require a specific agreement between KSUAS and the other person making the payment. In this case, the natural or legal person must indicate the Student's/Sit-in Student's name, surname and personal identification number in the payment order.

12. The part of the Cost of Tuition paid by the Student may be reimbursed in accordance with the procedure established by the legislation of the Republic of Lithuania.

13. KSUAS may unilaterally index the Tuition Fee and other fees related to the studies by recalculating them proportionally in accordance with the procedure established by KSUAS, taking into account the amount of the basic social benefits, the basic monthly salary or the general consumer price index in Lithuania or the equivalent thereof published by the Department of Statistics of the RoL, as amended by the legislation of the Republic of Lithuania. The information shall be emailed to the Student at least 15 days before the expected entry into force of the revised Cost of Tuition or study-related fees.

14. Tuition Fees shall be paid into KSUAS's account. Details of Tuition Fees are published on KSUAS's website.

SECTION IV DEFERMENT, REDUCTION AND PAYMENT IN INSTALMENTS

15. Only the Tuition Fee corresponding to the Cost of Tuition per Semester may be deferred, reduced or allowed to be paid in instalments.

16. A Student who has applied for a Tuition Fee loan may defer payment of the full amount of the Tuition Fee until the loan has been received or rejected, within the time limits set by the State Studies Foundation. A request for deferment of the full amount of the Tuition Fee shall be submitted to the Dean of the Faculty.

17. A Student may be allowed to pay the Tuition Fee in no more than three instalments if he/she submits a written request to the Dean of the Faculty for the payment of the Tuition Fee in instalments within 20 calendar days of the start of the semester. The first instalment must be at least 30% of the amount due and must be paid within 30 calendar days of the start of the current semester. If the Tuition Fee is deferred or allowed to be paid in instalments, the Student is obliged to pay the Tuition Fee in full to KSUAS by 01 December in the autumn semester and 01 May in the spring semester. No request for payment in instalments will be accepted after that date.

17.1. A Student who has lost state funding during the rotation shall submit a request for payment of Tuition Fees in instalments to the Dean of the Faculty within 30 calendar days of the start of the current semester. The first instalment must be at least 30% of the amount due and must be paid within 20 calendar days of the date of the approval of the Order "On the Rotation of Students and the Filling of Vacant State-Funded Seats". If the Tuition Fee is deferred or allowed to be paid in instalments, the Student is obliged to pay the Tuition Fee in full to KSUAS by 15 December in the autumn semester and 15 May in the spring semester. No request for payment in instalments will be accepted after that date.

18. An application for the payment of the Tuition Fee in instalments will not be granted if, at the time of the application, the Student has financial debts to KSUAS.

19. If a Student submits a written request to the Dean of the Faculty for a reduction of the Cost of Tuition for semester, the Cost of Tuition may be reduced by partial crediting of the learning outcomes in accordance with KSUAS's procedure for partial crediting of the learning outcomes and/or KSUAS's procedure for the recognition of the competences acquired through formal education as part of a study programme. The application must be submitted within 20 calendar days of the start of the semester. A request for a reduction of the Cost of Tuition per Semester beyond this date will not be accepted.

20. The decision on deferment and/or payment in instalments or reduction of the Tuition Fee shall be adopted by the order of the Director of KSUAS, taking into account the recommendation of the Dean of the Faculty.

SECTION V REFUND OF TUITION FEES

21. If a Student (Sit-in Student) terminates the study agreement, the Tuition Fees paid,

corresponding to the Cost of Tuition per Semester (the cost of the studied courses/modules), shall be refunded upon written request to the Dean of the Faculty in the following cases and in accordance with the following procedures:

21.1. If the agreement is terminated prior to the start of the semester, 100% of the Cost of Tuition paid for the semester (the cost of the courses/modules) which the Student/Sit-in Student did not take shall be refunded;

21.2. If the agreement is terminated between 01 September and 30 September (or between 04 February and 28 February in the spring semester), 80% of the Cost of Tuition per Semester (the cost of the courses/modules) shall be refunded;

21.3. If the agreement is terminated between 01 October and 31 October (or between 01 March and 31 March in the spring semester), 60% of the Cost of Tuition per Semester shall be refunded;

21.4. If the agreement is terminated between 01 November and 30 November (or between 01 April and 30 April in the spring semester), 40% of the Cost of Tuition per Semester shall be refunded;

21.5. If the agreement is terminated between 01 December and 31 December (or between 01 May and 31 May in the spring semester), 20% of the Cost of Tuition per Semester shall be refunded;

21.6. If the agreement is terminated after 01 January (01 June in the spring semester), the Cost of Tuition shall not be refunded;

22. If the Student/Sit-in Student had to pay a reduced Tuition Fee, the amount to be refunded will be calculated according to the reduced fee;

23. If the Student has paid more than the Tuition Fee for a semester, the amount to be refunded shall be calculated by deducting from the fee paid the amount to be collected determined in accordance with Item 30 of the Procedure. For a Student/Sit-in Student who has paid less than the Tuition Fee for the semester, the amount to be collected shall be calculated by deducting the amount of the Tuition Fee paid from the amount to be collected, as determined in accordance with Item 30 of the Procedure;

24. If the Student goes on academic leave during the first month of the semester and submits a written request to the Dean of the Faculty, 100% of the Cost of Tuition per Semester shall be refunded, and if the Student resumes the studies after the academic leave, the Cost of Tuition per Semester as stipulated in the study agreement shall be paid.

25. If the Student goes on academic leave later than in the first month of the semester, the Cost of Tuition per Semester shall be refunded at the request of the Student as provided for in sub-Items 21.2, 21.3, 21.4, 21.5, 21.6 of the Procedure, and after resuming the studies the Cost of Tuition per Semester shall be paid as set out in the study agreement. If there are differences in the courses due to changes made in the study plan while the Student was on academic leave, the Student should be allowed to sit them and take examination one time free of charge.

26. The Tuition Fee or a part thereof paid by a Student/Sit-in Student shall not be refunded if the Student is expelled from KSUAS due to failure to complete his/her studies, or for serious violations of the Statutes of KSUAS, the Code of Academic Ethics, and other normative acts governing the studies and internal procedures.

27. If the Dean of the Faculty confirms in writing that the Student/Sit-in Student has not exercised his/her contractual right to receive educational services during the reporting period (did not attend lectures, did not attend examinations or their retakes, etc.), and that such non-exercise can be clearly demonstrated, 100% of the Cost of Tuition per Semester (for courses/modules) shall be refunded to the Student.

SECTION VI COLLECTION OF TUITION FEES

28. Collection of Tuition Fees (parts thereof) at KSUAS shall be carried out in accordance

with the provisions of the Procedure, study agreements, as well as other internal acts of KSUAS and the provisions of the legal acts of the RoL.

29. Collection of Tuition Fees (parts thereof) shall be performed in the event of termination of the study agreement under the cases provided for therein and in the Regulations on Studies, and in the case of non-payment of fees within the time limits set out in Section III of the Procedure.

30. If the Student/Sit-in Student fails to pay the fee (part thereof) for a semester and is expelled from KSUAS or terminates the study agreement, the amount of the debt shall be calculated in accordance with the provisions set out in this clause, unless the Student signs a new study agreement during the next stage of the same enrolment, or under other circumstances specified in the procedure:

30.1. If the Student/Sit-in Student has not paid the relevant Tuition Fee (part thereof) and was expelled from KSUAS (terminated the study agreement) between 01 September and 30 September (between 04 February and 28 February in the spring semester), 20% of the Cost of Tuition per Semester (the price of the studied courses/modules) shall be collected;

30.2. If the Student/Sit-in Student has not paid the relevant Tuition Fee (part thereof) and was expelled from KSUAS (terminated the study agreement) between 01 October and 31 October (between 01 March and 31 March in the spring semester), 40% of the Cost of Tuition per Semester (the price of the studied courses/modules) shall be collected;

30.3. If the Student/Sit-in Student has not paid the relevant Tuition Fee (part thereof) and was expelled from KSUAS (terminated the study agreement) between 01 November and 30 November (between 01 April and 30 April in the spring semester), 60% of the Cost of Tuition per Semester (the price of the studied courses/modules) shall be collected;

30.4. If the Student/Sit-in Student has not paid the relevant Tuition Fee (part thereof) and was expelled from KSUAS (terminated the study agreement) between 01 December and 31 December (between 01 May and 31 May in the spring semester), 80% of the Cost of Tuition per Semester (the price of the studied courses/modules) shall be collected;

30.5. If the Student/Sit-in Student has not paid the relevant Tuition Fee (part thereof) and was expelled from KSUAS (terminated the study agreement) after 01 January (after 01 June in the spring semester), the full Cost of Tuition per Semester (the price of the studied courses/modules) shall be collected;

31. If the Student/Sit-in Student had to pay a reduced Tuition Fee, the debt will be calculated according to the reduced Tuition Fee.

32. The following procedures must be carried out before the collection of the instalments (part thereof):

32.1. 14 calendar days before the deadline for the payment of the Tuition Fee, a reminder/notification about the approaching deadline and other relevant information shall be sent to the Students (Annex 1);

32.2. A person who has failed to pay the Tuition Fee (part thereof) within the specified period of time and who has been expelled (terminated the study agreement) **by the decision of the Dean of the Faculty** shall receive a notice (Annex No. 2) to the personal e-mail address specified in the study agreement. The notice may be re-sent by registered mail to the Student's place of residence.

33. In the event of failure to pay the Tuition Fee on time, KSUAS shall, upon request, receive a default interest of 0.02% for each day of delay on the amount of the overdue Tuition Fee, provided the study agreement does not stipulate a different amount of default interest.

34. If the Student/Sit-in Student who has failed to pay the relevant Tuition Fee (part thereof) within the specified time limit fails to pay the debt and default interest, a decision may be made to apply to a debt collection company or a court for the recovery of the debt in accordance with the procedure laid down by the legal acts of the RoL.

35. Recovery shall not be applicable in the event of the Student's death and where the Dean of the Faculty certifies in writing that the Student has not exercised his/her contractual right to

receive educational services during the reporting period (did not attend lectures, appear for examinations or their retakes, etc.), and such non-exercise can be clearly demonstrated.

SECTION VII FINAL PROVISIONS

36. Taking into account the Student's credit obligations to KSUAS, the Student's history of payment of Tuition Fees and other fees, and other facts showing the Student's solvency and financial soundness, KSUAS may impose additional conditions on the Student when entering into a new study agreement (i.e. require payment of Tuition Fees in advance, require a third-party guarantor to provide a guarantee or a surety, or impose conditions on the award of a diploma that are linked to the fulfilment of financial obligations).

37. This Procedure shall be adopted, amended and nullified by an order of the Director of KSUAS and shall enter into force on the day following its publication **on the website of KSUAS.**

KLAIPEDA STATE UNIVERSITY OF APPLIED SCIENCES
FACULTY OF _____

NOTIFICATION (REMINDER)
ON THE PAYMENT OF TUITION FEES

___/___/20___, No.

Please be reminded:

- That the Tuition Fee must be paid within **30 calendar days** of the start of the semester to one of the specified accounts of KSUAS, and the proof of payment (or a copy thereof) shall be submitted to the Dean of the Faculty (Item ___ of the Study Agreement).
- If the Tuition Fee is not paid within the specified period, the Agreement shall be deemed terminated by mutual consent of the Parties **as from the day following the date on which the obligation was due to be fulfilled**. The Student shall be **removed from the Student list** without further notice (Item ___ of the Study Agreement).
- In accordance with KSUAS's procedure for the payment, refund and recovery of study fees, upon a reasoned request of the Student, the terms of payment of the Tuition Fee may be amended (the document is available in the Moodle system, in the section for Students (Study Documents)).

If you have paid the Tuition Fee or are a holder of a State-Funded Seat, please disregard this information.

Dean of the Faculty

Name Surname

KLAIPEDA STATE UNIVERSITY OF APPLIED SCIENCES
FACULTY OF _____

To John Doe
Residing at

NOTICE
OF DEBT

___/___/20__

Please be informed that the Study Agreement No. ___ of ___/___/20__ has been terminated by agreement of the parties in accordance with Item ___ due to the non-payment of the Tuition Fee (part thereof). Your outstanding Tuition Fee (part thereof) is EUR _____.

In words: _____.

Please pay your Tuition Fee (part thereof) by ___/___/20___. Please note that there is an option to pay the arrears in instalments upon written request. You can submit your request by _____.

In case of non-payment within the specified period in accordance with Article 6.716 of the Civil Code of the Republic of Lithuania and the Study Agreement, KSUAS reserves the right to start charging default interest of 0.02% on the overdue amount and to apply to the court for debt recovery.

Dean of the Faculty

Name

Details for instalments:

Klaipėdos valstybinė kolegija
Account No. **LT 477 300 010 074 179 087**
AB bankas **SWEDBANK**
Bank code: 7300

Please be informed that starting from 15 June 2016, when paying instalments via Swedbank AB, please select the menu item "Giro and cart of payments" and enter the instalment code **103355**.

Please also make sure to enter your (or the person's you are paying for) personal identification number in the payment order.

Prepared by

For inquiries (8 46) _____, email

If you have paid your Tuition Fee (part thereof), please inform and provide proof of payment to the administrator of the faculty where you were studying.