



THE OMBUDSMAN FOR ACADEMIC ETHICS AND PROCEDURES OF THE REPUBLIC OF LITHUANIA

DECISION REGARDING COMPLAINT OF V. M., STUDENT OF VILNIUS GEDIMINAS TECHNICAL UNIVERSITY

05 May 2015 No. SP-11
Vilnius

The **Ombudsman for Academic Ethics and Procedures of the Republic of Lithuania** (hereinafter – Ombudsman), <...> examined the complaint of V. M., student of the Faculty of Civil Engineering of Vilnius Gediminas Technical University¹ regarding the possible procedural violations committed by Vilnius Gediminas Technical University (hereinafter – VGTU) received in the Office of Ombudsman for Academic Ethics and Procedures of the Republic of Lithuania (hereinafter – Office of Ombudsman) on 15 January 2015 and the submitted material, and **determined that:**

The applicant stated in his complaint to the Ombudsman that he started to study in the VGTU Faculty of Civil Engineering in autumn 2013 and in spring 2014 he decided to terminate the studies because of several academic debts (academic failures). The applicant stated that he had not submitted any application to VGTU to continue studies and to re-take examination, and the VGTU representatives “had not attempted to contact the applicant and had not sent a payment receipt” to him. Therefore the applicant did not pay for the autumn semester of 2014 and was sure that VGTU had terminated the contract with him on the ground of clause 35 of the Contract of Studies.

<...>

On 07 November 2014 the applicant received the letter of A. Juozapaitis, Dean of the VGTU Faculty of Civil Engineering that he was in debt for the expenditure of studies.

<...>

The applicant asks the Ombudsman to determine whether VGTU has not committed any procedural violations when it terminated the Contract of Studies with the applicant and whether the fee for expenditure of studies has been calculated reasonably.

<...>

It is stated in the clause 16 of the Contract of Studies signed by the applicant and VGTU on 04 July 2013 that the deadlines of fees’ payment shall be specified “in the payment orders (notices) prepared in the dean’s office of certain faculty.” The deadline specified in the payment notice sent to the applicant on 02 September 2014 was 30 September 2014.

According to the sub-clause 35.3 of the Contract of Studies, “[35. The Contract shall be terminated in the University’s initiative and the student shall be expelled from the University if s/he] 35.3. does not implement the financial obligations specified in the Contract, i.e. does not pay tuition

¹ The concepts “applicant” and “student” in the text of the Ombudsman’s decision are used in general way, without any links to the gender of the student or applicant. The masculine noun is used.

fee before the deadline indicated in the Contract of Studies or its annex.” Other deadlines were not set in the Contract of Studies and it does not have any annex.

According to the material on the complaint, the applicant did not pay the tuition fee until the deadline specified in the payment notice (30 September 2014). Moreover, he did not address VGTU before 30 September or later and did not inform the University about his intention /desire to terminate the Contract of Studies.

<...>

With regard to the aforementioned and clause 37 of the Contract of Studies, which states that “if the Contract is terminated in the University’s initiative, the Student is not exempted from the duty to pay the tuition fee for the period s/he has studied”, it should be stated that no violations were detected in the termination procedures of the Contract of Studies with the applicant.

The Ombudsman decided:

To recognize the complaint of the applicant V. M. as unjustified.
