



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

REGARDING THE COMPLAINT OF 4 JANUARY 2016

25 March 2016 No. SP-8
Vilnius

The Ombudsman for Academic Ethics and Procedures of the Republic of Lithuania (hereinafter - the Ombudsman), in accordance with Part 1 of Paragraph 18 of the Law on Higher Education and Research of the Republic of Lithuania and with Subparagraph 13.1 of the provisions of the Office of the Ombudsman for Academic Ethics and Procedures of the Republic of Lithuania, approved by the Resolution No. XI-1583 of the Seimas of the Republic of Lithuania of 15 September 2011 “Regarding the establishment of the Office of the Ombudsman for Academic Ethics and Procedures of the Republic of Lithuania and the approval of the provisions of the Office of the Ombudsman for Academic Ethics and Procedures of the Republic of Lithuania“, and after examination of the complaint of the former student P.K. of Vilnius University Faculty of Mathematics and Informatics (hereinafter - applicant)¹ received in the Office of the Ombudsman for Academic Ethics and Procedures of the Republic of Lithuania (hereinafter - the Office) on 6 January 2016 m. regarding possible procedural violations of Vilnius University (hereinafter - VU) in the termination of studies with the applicant as well as of the submitted material,

determined that:

The applicant in his complaint to the Ombudsman stated that in July 2012 he accessed to Vilnius University Faculty of Mathematics and Informatics (hereinafter - MIF) and to Aalborg university (Denmark) to which he soon went to study. He did not attend lectures in MIF, he did not take the examinations of the session of 2012–2013. The applicant states that he informed VU by e-mail on the termination of the studies, but he did not received the answer from VU. The applicant states that “VU did not warn about the failed exams after the first half of the year and did not terminate the study agreement”. The applicant became aware of the fact that he was not removed from the list of students on 26 November 2013 upon the receipt of the registered letter from the State Studies Foundation (letter No. SG2-1974) „Warning concerning the funds for the tuition fee to be payed in the state-funded places of studies or the return of their part to the state budget“. In addition, the applicant stated that “I have no proof that I sent e-mails because the mailbox from which I sent them is no longer used“.

The applicant requests the Ombudsman “to investigate the actions of VU concerning the non-provision of information and non-response to e-mails“, to find out why the study agreements was not terminated after the first half of the year and why he was not notified that he was removed from the list of students a year later.

¹ “Applicant”, “student” in the text of the Ombudsman’s decision is given generally as a noun of masculine gender without linking it to the sex of the applicant, student

The Ombudsman, by the letter No. S-21 dated 14-01-2016 asked the MIF of Vilnius University: 1) to provide the study agreement with P. K, other documents of Vilnius University related with studies; 2) to indicate, when and on what basis Vilnius University terminated . the study agreement with P.K.; 3) to answer, whether Vilnius University received the request-notice of P.K. (via e-mail) to terminate his studies at Vilnius University and / or to remove him from the list of students; whether Vilnius University informed the applicant about the execution of his request; if it informed, to specify when it did and provide the supporting documentation.

In its letter No. 110100-12 of 20-01-2016 Vilnius University provided the applicant's study agreement, which was signed by the applicant electronically on 30 July 2012 and "upon his arrival to the University he confirmed by his signature in the register that he agrees to conclude the study agreement with the University electronically according to all conditions set in the mentioned study agreement." Also Vilnius University in its letter noted that "[the applicant's] study agreement was terminated on 21 February 2013 by the University Rector's order No. SD-170 due to academic failure" (the copy of the order is provided). Vilnius University stated that "we are unable to confirm the information about the [applicant's] request-notice sent by e-mail regarding the termination of the study agreement because the e-mails are not kept for such long period of time, and we do not have any data to whom such electronic request-notice could be addressed. We also note that, according to article 49 of the study agreement, [the applicant] had the right to unilaterally terminate the agreement by the written notice to the University before at least ten calendar days. However, we did not receive the [applicant's] written request to terminate the studies." (underlined by us; the information provided in square brackets is ours).

By the e-mail of 29-01-2016, the Office asked to specify how long the electronic communications with students are kept by Vilnius University. By the e-mail of 29-01-2016, VU MIF replied that "without knowing to whom the student's letter was addressed, we can not start checking, whether the e-mail was actually received, who received it, whether it was replied to it and so on. But we reiterate that the student's e-mail is not considered to be the sufficient basis for the termination of the agreement, because the student can unilaterally terminate the agreement only by the written notice to the University before at least 10 calendar days."

By the e-mail of 01-02-2016, the Office asked the applicant to specify the manner in which he informed VU about the termination of the studies (whether he sent only the e-mail or it was accompanied by the attached additional signed document), and where his e-mail address was indicated through which the communication took place. By the e-mail of 04-02-2016, the applicant responded that he sent "two e-mails without any attached documents", and his e-mail address was indicated in the Study agreement.

By the letter No. S-102 of 25-02-2016, once again addressed to VU MIF and asked: 1) to indicate the legal basis for the applicant's study agreement termination, i.e. t. y. the provision of the Study agreement; 2) to provide information and supporting documentation on what actions were taken so that the applicant would be aware of the study agreement termination.

By the letter No.110100-24 of 01-03-2016, VU MIF answered that "the study agreement concluded with [the applicant] was terminated in accordance with paragraph 50.2 of the study agreement, which lays down the VU right to unilaterally terminate the study agreement by removing the student in cases set in the University Study regulations and / or Academic Ethics Code and in the order set in the University's legislation. The cases when the student is removed from the University are provided in Paragraph 7.4. of the University Study regulations (approved by the Resolution No. SK-2012-12-8 of 21 June 2012 of the University Senate Commission, one of the -

the student's removal due to academic failure. In accordance with the above, [the applicant's] study agreement was terminated on 21 February 2013 by the University Rector's order No. SD-170 due to academic failure (the information provided in square brackets is ours).

Also MIF in its letter pointed out that „by 28 February 2014, the students were informed about the removal from VU MIF in the Faculty's website (www.mif.vu.lt) by placing into the Information section of the Study Department the file containing the following information: the list of the removed students, the date from which they will be removed from the University (on 10 October or 10 March of the current year) and the reason for removal.“

In paragraph 48 of the Study agreement, concluded with the applicant on 30 July 2012, it is set that “the agreement can be terminated unilaterally or by mutual agreement “, in paragraph 49 there is established the student’s right to unilaterally terminate the agreement by the written notice to the VU before at least 10 calendar days (underlined by us).

Paragraph 52 of the Study agreement establishes that “all the notices provided by the Agreement or related with the execution <...> of the Agreement must be in writing, sent by e-mail or registered mail to the addresses indicated by the Parties in the Agreement, except the exceptions set in this Agreement. Each Party has the right to choose its the most appropriate method of sending the notice.“ The material of the complaint investigation shows that the applicant chose the method of sending by e-mail.

During the investigation of the complaint, VU Law Division and the Office indicated by telephone that the University does not have the procedures for investigation of the requests of persons (including submitted by e-mail) in Vilnius University.

In view of the above stated, and the fact that the Ombudsman did not receive the data confirming sending / receiving the information regarding the termination of the studies (Vilnius University did not confirm that it received the applicant’s request-notice vis e-mail regarding the termination of the study agreement because “the e-mails are not kept for such long period of time”, and the applicant did not provide the proof that he had sent e-mails because “the mailbox from which I sent them is no longer used“), it is impossible to determine the violations in the order (procedures) of the termination of the Study agreement and removal from the list of students.

After the evaluation of the information submitted by the applicant and the supporting documentation as well as the legal regulation, and in accordance with Paragraph 1 of Part 12 of Article 18 of the Law on Higher Education and Research of the Republic of Lithuania, the Ombudsman:

decided:

To inform the Ministry of Education and Science of the Republic of Lithuania and Vilnius University about the decision of the Ombudsman.

The Ombudsman’s decision may be appealed in the order set by the Law on Administrative Proceedings of the Republic of Lithuania.
