

APPROVED

by the 18 March 2023 Order No. V(22)-0019 of the Director of SMK

THE ORDER OF CALCULATING AND REFUNDING TUITION FEES FOR TERMINATED AND NOT STARTED STUDIES IN THE SMK

CHAPTER I GENERAL PROVISIONS

1.1. The Order of Calculating and Refunding the Tuition Fees for Terminated and Not Started Studies (hereinafter – **the Order**) of SMK University of Applied Sciences (hereinafter – **SMK**) shall establish the general principles and procedures of the conditions of calculating and refunding tuition fees for students who haven't started, have terminated or suspended studies and who have taken an academic leave.

1.2. The Order shall be prepared in accordance with the Law on Education and Studies of the Republic of Lithuania, resolutions of the Government of the Republic of Lithuania, orders of the Minister of Education, Science and Sport of the Republic of Lithuania, regulating the funding of higher education institutions, Statute of SMK and other legal acts of SMK.

CHAPTER II TUITION DEFERMENT, PAYMENT BY INSTALLMENTS AND REFUNDING

2.1. Shall a student submit a request concerning a loan for paying tuition fee, the deadline for paying the tuition fee can be extended until the day of obtaining a loan or a refusal to pay a loan, but no longer than until December 1 (in the Autumn semester) and until May 1 (in the Spring semester).

2.2. A student can be allowed to pay tuition fee by installments, if he/she, within 20 (twenty) calendar days from the start of the semester, has submitted a motivated request to SMK concerning payment of tuition fee by installments. In this case tuition fee can be paid by no more than three installments. The request for permission to pay the tuition fee by installments shall not be met if the student has debts to SMK at the time of submitting the request.

2.3. A student shall have a right to unilaterally terminate the Study Agreement and the Tripartite Study Agreement at any time, after informing thereof in accordance with the order established in the Agreement, by submitting a written request for termination of the Agreement. In this case a student (the third party) shall have to pay to SMK a part of the fee, that corresponds to the services provided and shall have to reimburse other reasonable expenses that SMK has incurred under the obligation of fulfilling the Agreement, until the moment of receipt of the Agreement termination notice.

2.4. A decision concerning tuition deferment, payment by installments and refunding shall be made on the order of the SMK Director, taking into account the provision of the SMK Head of Studies.

2.5. A full-time student, who has terminated the Agreement:

2.5.1. before the start of a semester, shall be refunded 100 percent of the tuition fee paid for the semester;

- 2.5.2. from 1 September to 30 September and (or) from 1 February to 28 February shall be refunded 80 percent of tuition fee for the semester, however a one-time Administrative fee indicated in Clause 2.7.1. (for citizens of the European Union and the European Economic Area) or Clause 2.7.2. (for not citizens of the European Union and the European Economic Area) shall be deducted;
- 2.5.3. from 1 October to 31 October and (or) from 1 March to 31 March shall be refunded 60 percent of tuition fee for the semester, however a one-time Administrative fee indicated in Clause 2.7.1. (for citizens of the European Union and the European Economic Area) or Clause 2.7.2. (for not citizens of the European Union and the European Economic Area) shall be deducted;
- 2.5.4. from 1 November to 30 November and (or) from 1 April to 30 April, shall be refunded 40 percent of tuition fee for the semester, however a one-time Administrative fee indicated in Clause 2.7.1. (for citizens of the European Union and the European Economic Area) or Clause 2.7.2. (for not citizens of the European Union and the European Economic Area) shall be deducted;
- 2.5.5. from 1 December to 31 December or from 1 May to 31 May the tuition fee shall not be refunded.
- 2.6. A part-time student, who has terminated the Agreement:
- 2.6.1. before the start of a semester, shall be refunded 100 percent of the tuition fee paid for the semester;
- 2.6.2. from 1 September to 30 September and (or) from 1 February to 28 February shall be refunded 80 percent of tuition fee for the semester, however a one-time Administrative fee indicated in Clause 2.7.1. (for citizens of the European Union and the European Economic Area) or Clause 2.7.2. (for not citizens of the European Union and the European Economic Area) shall be deducted;
- 2.6.3. from 1 October to 31 October and (or) from 1 March to 31 March shall be refunded 60 percent of tuition fee for the semester, however a one-time Administrative fee indicated in Clause 2.7.1. (for citizens of the European Union and the European Economic Area) or Clause 2.7.2. (for not citizens of the European Union and the European Economic Area) shall be deducted;
- 2.6.4. from 1 November to 30 November and (or) from 1 April to 30 April, shall be refunded 40 percent of tuition fee for the semester, however a one-time Administrative fee indicated in Clause 2.7.1. (for citizens of the European Union and the European Economic Area) or Clause 2.7.2. (for not citizens of the European Union and the European Economic Area) shall be deducted;
- 2.6.5. from 1 December to 31 December or from 1 May to 31 May the tuition fee shall not be refunded.
- 2.7. If a student unilaterally terminated the Agreement, he/she shall pay a one-time:
- 2.7.1. 10 (ten) percent fee of the semester price for the administrative costs of the Agreement termination and costs related to the preparation to fulfill the Agreement (hereinafter – **Administrative fee**), shall be applied to the citizens of the European Union and the European Economic Area;
- 2.7.2. 30 (thirty) percent of the semester price Administrative fee shall be applied to non-citizens of the European Union and the European Economic Area.
- 2.8. The administrative fee shall include: installation of workplaces in accordance with the factual number of students, when planning student streams, sub-groups; costs for organizing lectures and activities; costs for study agents; costs for purchasing software licenses in accordance with the factual numbers of students; costs for planning the number of staff necessary to administer the programme, for administering salary, conclusion (termination) of Agreement, costs for bank transactions and etc.
- 2.9. The fee shall be applied only if a student terminates studies at the start of a semester. If a student terminates studies at the end of one semester, but before the start of another, the fee shall not be applied.
- 2.10. If a student had to pay a reduced tuition fee, the size of the amount to be refunded is calculated taking into account such a reduced amount of the fee or credited to the payment of another tuition fee.
- 2.11. For a student who takes an academic leave or temporarily suspends his/her studies and submits a written request to SMK during the first month of the semester, the amount of the refundable tuition fee is calculated based on the Clauses 2.5.1.-2.5.5. of the Order.

2.12. A request concerning refund of tuition fee (part of the fee) shall be submitted by a registered mail or an e-mail directly to the division where the student studies or was supposed to study. The bank account of the person who actually paid for the studies must be specified in the application. Tuition fee or its part, shall not be refunded to persons who have not paid for studies directly, except the cases, when the third person, who paid for the studies of the student, submits a written request.

2.13. Tuition fee shall not be refunded to the student if: i) the Agreement with the student is terminated or he/she is dismissed from SMK; ii) the student did not use the right foreseen under the Agreement of the parties, to receive the services provided (did not attend exams, tests; did not attend lectures, etc.) iii) the student did not inform SMK in writing in time about the intention to terminate the study Agreement; iv) a citizen who is not a citizen of the European Union and the European Economic Area does not come to studies after receiving a visa on the basis of studies and/or does not inform SMK about the intention not to study before the beginning of the studies (semester).

CHAPTER III FINAL PROVISIONS

3.1. For every delayed day to pay to SMK, a student shall pay penalties of 0.02 (two hundredths) of percent. The penalties shall be calculated from the amount of the unpaid tuition fee. Fees received late shall be first allocated to pay for the calculated penalties and the remaining part – for tuition fee.

3.2. Shall a student miss the deadlines for paying tuition fees and penalties, a decision can be made on applying to a debt collection company or/and court, in accordance with the order established by the legal acts of the Republic of Lithuania.

3.3. The Order shall also be applied in case the Study Agreement is terminated during internship and/or when writing final thesis.

3.4. Cases not discusses under the Order shall be solved individually on the order of the Director.
