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VYTAUTO DIDŽIOJO
UNIVERSITETAS

**VYTAUTAS MAGNUS UNIVERSITY
SENATE**

**ON THE APPROVAL OF THE REGULATIONS OF THE DISPUTE RESOLUTION
COMMISSIONS OF VYTAUTAS MAGNUS UNIVERSITY**

8 March 2023 No. SEN-N-8

Kaunas

In accordance with Article 30.18 of the Statute of Vytautas Magnus University and taking into account the opinion of the Strategy and Management Committee of the Senate, the Senate hereby decides

to approve the Regulations of the Dispute Resolution Commissions (attached).

The Regulations for Submission or Appeals Regarding Evaluation of Learning Outcomes and/or Assessment Procedure of Vytautas Magnus University and the Regulations of the Dispute Resolution Commission become invalid.

Chairperson of the Senate

Ričardas Krikštolaitis

**REGULATIONS OF
THE DISPUTE RESOLUTION COMMISSIONS
OF VYTAUTAS MAGNUS UNIVERSITY**

I. GENERAL PART

1. The Regulations of the Dispute Resolution Commissions of Vytautas Magnus University (hereinafter referred to as the “Regulations”) shall regulate the issues of the establishment and organisation of the work of the Dispute Resolution Commissions of the units of Vytautas Magnus University (hereinafter referred to as the “DRC of the Unit”) and the Central Dispute Resolution Commission of Vytautas Magnus University (hereinafter referred to as the “Central DRC”) (hereinafter jointly referred to as the “Commissions”, and each individually referred to as the “Commission”) as well as govern the procedure for submission of appeals by the University students, unclassified students, and staff and regulate the appeal hearing procedure.

2. In their activities, the Commissions shall be guided by VMU Statute, VMU Study Regulations, the Law on Higher Education and Research of the Republic of Lithuania, other legal acts of the Republic of Lithuania and the internal documents of the University, as well as by these Regulations.

3. The Dispute Resolution Commission of the Unit is a Commission set up by decree of the head of the academic unit to deal with disputes within the academic unit.

3.1. One or more temporary and/or permanent DRC(s) of the Unit may be established within the unit by the head of the academic unit.

3.2. The DRC of the Unit shall examine the following:

3.2.1. appeals regarding the evaluation of learning outcomes and/or violations of the assessment procedure (hereinafter referred to as the “Appeal”);

3.2.2. other disputes of the academic unit related to research and study activities, with the exception of disputes related to academic ethics, labour relations and/or other areas which are dealt with by other units of the University in accordance with their competence.

4. VMU Central Dispute Resolution Commission is a commission established by the order of the Rector of the University to deal with disputes of a general nature within the University.

4.1. The Central DRC shall examine the following:

4.1.1. complaints concerning possible procedural violations of the DRC of the Unit in making decisions, inactivity of the DRC of the Unit and non-implementation of decisions of the DRC of the Unit, with the exception of appeals regarding the evaluation of study achievements;

4.1.2. complaints related to more than one academic unit and/or non-academic units, and complaints about the actions (inaction) of the head of the academic unit;

4.1.3. other complaints related to research and study activities that are not dealt with by the DRC of the Unit, with the exception of complaints related to academic ethics, labour relations, and other areas, which are dealt with by other units of the University within the scope

of their competence (hereinafter jointly referred to as “Complaints” in Paragraphs 3.1.2, 3.1.2, 4.1.1, 4.1.2, and 4.1.3).

II. GENERAL PROVISIONS FOR THE FORMATION OF COMMISSIONS

5. The Commissions shall consist of 6 (six) members:

5.1. The DRC of the Unit shall consist of three (3) teachers delegated by the head of the academic unit and three (3) student representatives delegated by the President of VMU Student Representative Council. Members of the Central DRC cannot be members of the the DRC of the Unit. The composition of the Commission shall be approved by the head of the academic unit by order.

5.2. The Central DRC shall be composed of three (3) staff members delegated by the Rector of VMU and three (3) student representatives delegated by the President of VMU Student Representative Council. Members of the DRC of the Unit cannot be members of the Central DRC. The composition of the Commission shall be approved by order of the Rector of VMU.

6. The Chairperson and the Vice-Chairperson of the Commission shall be appointed at the same time as the Commission is set up.

7. The members of the permanent DRC of the Unit and the Central DRC shall be appointed for a term of office of two (2) years and may serve a maximum of two (2) consecutive terms as members of the Commission.

8. Only persons with an impeccable reputation can be appointed as members of the Commissions.

9. The heads of academic units, the Rector, Vice-Rectors and the Director of Administration may not be members of the Commissions. Parties to the dispute shall not be included in the composition of the temporary DRC of the Unit.

10. Members of the Commissions may be removed from office before the end of their term of office if:

10.1. they have violated the internal documents of the University and/or legal acts of the Republic of Lithuania, which has led to the loss of their impeccable reputation and/or their actions may be considered incompatible with their duties as members of the Commission;

10.2. they fail to perform and/or improperly perform their duties as Commissioners;

10.3. for other important reasons.

11. VMU Student Representative Council may establish additional grounds and procedures for the removal of students from the Commission.

12. After a member of the Commission leaves his/her job at VMU, completes his/her studies at VMU, resigns or is recalled, the person who delegated him/her shall appoint another person as a member of the Commission for the remaining period of the work of the Commission.

12.1. A new member of the DRC of the Unit shall be approved by order of the head of the academic unit, and a new member of the Central DRC shall be approved by order of the Rector of VMU.

12.2. The term of office of a new member of the Commission shall not exceed that of the current Commission.

13. In cases where members of the Commission are unable to attend the meeting(s) of the Commission to be held within the time limits laid down in Paragraphs 37 and 49 of the Regulations on account of leave, work trip or other important reasons, and a quorum is not formed due to their absence as laid down in Paragraphs 23 and 41 of the Regulations, acting members of the Commission may be appointed to constitute a quorum.

13.1. The acting members of the DRC of the Unit shall be delegated by the head of the academic unit and/or the President of VMU Student Representative Council, as appropriate, and approved by the head of the academic unit by order. The acting members of the Central DRC shall be delegated by the Rector of VMU and/or the President of VMU Student Representative Council, respectively, and approved by the Rector of VMU by order.

13.2. The acting members of the Commission may be appointed to deal with a specific complaint and/or for a period of time during which the member of the Commission concerned who is replaced by the acting member of the Commission is unable to participate in the activities of the Commission.

14. Persons appointed as members of the Commissions must sign the Agreement of Confidentiality and Impartiality in the prescribed form (Annex 2).

15. The members of the Commission shall have equal rights.

III. GENERAL PROVISIONS FOR THE ORGANIZATION OF THE WORK OF THE COMMISSIONS

16. The material and organisational conditions necessary for the operation of the DRC of the Unit shall be ensured by the head of the academic unit, and those for the Central DRC shall be ensured by the Rector of VMU.

17. The Rector of VMU shall appoint, by order, the Secretary of the Commission for a term of office of 2 (two) years to provide technical support for the work of the Central DRC. The head of the academic unit shall, by order, appoint the Secretary of the Commission for a term of office of two (2) years to provide technical support for the work of the permanent DRC of the Unit, and the Secretary of the Commission to provide technical support for the work of the temporary DRC of the Unit for the duration of the temporary DRC of the Unit.

17.1. The Rector of VMU may, by order, appoint a permanent Deputy Secretary(ies) of the Central DRC and/or, by separate orders, appoint a temporary Deputy Secretary(ies) of the Commission in cases where the permanent Secretary of the Commission is on leave or otherwise unable to attend the meeting(s).

17.2. The head of the academic unit may, by order, appoint a permanent Deputy Secretary(ies) of the DRC of the Unit and/or, by separate orders, appoint a temporary Deputy Secretary(ies) of the Commission in cases where the permanent Secretary of the Commission is on leave or otherwise unable to attend the meeting(s).

17.3. The Secretary of the Commission shall not be a member of the Commission.

17.4. The Secretaries of the Commissions shall be subject to the requirement laid down in Paragraph 14 of the Regulations.

17.5. There shall be no limit to the number of terms of office of the Secretaries of the Commissions.

17.6. The Secretary of the Commission shall register applications for the examination of Complaints/Appeals (hereinafter collectively referred to as the "Applications"), shall prepare materials for the examination of the Applications, shall notify the persons involved in the dispute of the time and place of the examination of the Applications, and shall provide them with materials relating to the Applications, and shall carry out such other acts as may be necessary to ensure the proper organisation of the work of the Commission and the proper examination of the Applications.

17.7. The Secretary of the Commission must attend the meetings of the Commission.

18. The meetings of the Commissions shall not be organised, and Applications shall not be considered during the period of regular summer leave granted to students and/or teachers.

18.1. The time limits set in Paragraph 37 and Paragraph 49 of the Regulations shall, if the Application is submitted before the official start date of the regular leave, be calculated without including the period of the regular leave in the time limit, i.e., the time limit shall begin to run before the start of the regular leave, shall be suspended during the period of the regular leave and shall be resumed to run on the working day following the end of the regular leave.

18.2. In the event that the Application is submitted during a period of the regular leave, the time limits set out in Paragraph 37 and Paragraph 49 of the Regulations shall start to run from the next working day following the end of the regular leave.

19. Meetings of the Commissions shall be convened and organised by the Secretaries of the Commissions and chaired by the Chairpersons of the Commissions or, in their absence, by their deputies.

20. Meetings of the Commissions shall not be public.

21. Meetings of the Commissions may be organised by electronic means.

22. If necessary, the meeting may be organised by written procedure by common agreement of the members of the the Central DRC.

23. The Commissions may, if necessary, invite the parties to the dispute or their representatives, witnesses and/or other persons who can provide relevant information for the examination of the dispute (hereinafter referred to as “participating persons”) to their meetings.

23.1. The participating persons shall state their views on the substance of the dispute in accordance with the procedure laid down by the Chairperson of the Commission.

23.2. The members of the Commission may ask questions to the participating persons.

23.3. The participating persons may participate only in the fact-finding part of the examination of the dispute. Participating persons shall not take part in the Commission’s discussion of the circumstances of the dispute and decision making.

24. A meeting of the Central DRC shall be deemed legitimate if at least 2 (two) members appointed by the Rector of VMU and at least 2 (two) members appointed by the President of VMU Student Representative Council are present. A meeting of the DRC of the Unit shall be deemed legitimate if at least 2 (two) members appointed by the head of the academic unit and at least 2 (two) members appointed by the President of VMU Student Representative Council are present.

25. If necessary, a video and/or audio recording of the Commission meeting may be made.

26. The decisions of the Commission shall be taken by an open vote by a simple majority of votes. In the event of a tied vote, the Chairperson of the Commission or, in his/her absence, the Vice-Chairperson of the Commission shall have the casting vote.

27. The decision of the Commission shall be recorded in the minutes of the Commission meeting.

27.1. The minutes shall be prepared by the Secretary of the Commission.

27.2. The minutes shall be signed by the Chairperson of the Commission meeting and the Secretary of the Commission.

27.3. The Secretary of the Commission shall provide an extract of the minutes to the parties concerned within three (3) working days; the extract of the minutes of the meeting of the Central DRC shall be submitted to the Rector, and the extract of the minutes of the meeting of the DRC of the Unit shall be submitted to the head of the academic unit.

27.4. The minutes of the Commission shall be stored in accordance with the procedures laid down by VMU.

28. Rights and tasks of the Commission:

28.1. to examine the Applications objectively and in a timely manner and to take decisions;

28.2. to make recommendations and proposals to the management bodies of VMU on the adoption, amendment, revocation, and/or implementation of the internal documents of the University;

28.3. if, during the examination of the Applications, possible violations are identified that are not within the scope of the Application and/or the competence of the Commission, the Commission may inform the relevant members of the administrative staff, VMU units, commissions and/or other units of these circumstances;

28.4. to contact persons and/or institutions whose information may be relevant to the assessment of the circumstances of the Application and, if necessary, to invite these persons and/or representatives of the institutions to meetings of the Commission.

29. Members of VMU community who are contacted by the Commission in order to clarify the circumstances of the dispute shall be obliged to provide the Commission with all the information and documents (data) available to them.

30. Duties of a member of the Commission shall include the following:

30.1. to attend Commission meetings;

30.2. to resolve disputes objectively and impartially;

30.3. not to disclose information relating to the parties to the dispute, as well as the positions of the Commission members.

31. Rights of a member of the Commission shall include the following:

31.1. to obtain all the information necessary to resolve the dispute;

31.2. to freely express his/her opinion and submit criticism at the Commission meeting.

32. The member of the Commission shall be obliged to withdraw from the issues discussed during the meeting under at least one of the following circumstances:

32.1. the issue under discussion is directly related to the member of the Commission;

32.2. the issue under discussion is related to persons with whom the member of the Commission is related by marriage, partnership, close family ties, guardianship or friendship;

32.3. the member of the Commission, his/her spouse/cohabitant, his/her close relatives and/or close friends have a direct and/or indirect interest in the outcome of the dispute;

32.4. there are other circumstances which raise doubts about the impartiality of the member of the Commission.

IV. PROCEDURE FOR SUBMISSION AND EXAMINATION OF APPEALS

33. AVMU student/unclassified student shall be entitled to submit an Appeal to the head of the relevant academic unit using the prescribed form (Annex 1). The student/unclassified student shall have the right to appeal against:

33.1. evaluation of learning outcomes; and/or

33.2. violations of the assessment procedure.

34. The limitation period for submitting an Appeal shall be 5 (five) working days from the date the grade is published in the Mark Registry.

34.1. This time limit may be extended by the decision of the Commission for important reasons and only at the reasoned request of the student/unclassified student (providing evidence and documentation of unforeseen circumstances), but if no more than 6 (six) months have passed since the possible violation was committed and/or discovered.

35. The Appeal shall be submitted to the head of the relevant academic unit of VMU.

36. The head of the academic unit may, on receipt of an Appeal:

36.1. set up a temporary DRC of the Unit for the hearing of the Appeal and to instruct it to hear the Appeal;

- 36.2. refer the Appeal to the permanent DRC of the Unit;
- 36.3. refer the Appeal to the head of another academic unit after assessing the distribution of competences required to consider the appeal within the academic units of the University and in agreement with the head of another academic unit;
- 36.4. reject the Appeal if it does not comply with the formal requirements.
- 37. The assessment and/or procedures relating to the Appeal shall be suspended pending the decision of the Commission.
- 38. The Commission shall examine the Appeal and take a decision within 5 (five) working days from the date of registration of the Appeal.
 - 38.1. In the event of serious circumstances, the head of the academic unit in which the Appeal is being considered may, by order, extend the time limit for the examination of the Appeal.
- 39. After examining the Appeal, the Commission may take the following decisions:
 - 39.1. to uphold the Appeal and change the evaluation of the learning outcomes;
 - 39.2. to uphold the Appeal (in whole or in part) but not to change the evaluation of the learning outcomes if violations found do not affect the evaluation;
 - 39.3. if violations related to the assessment procedure are detected, to allow the appellant to retake the test/examination;
 - 39.4. to dismiss the Appeal;
 - 39.5. if, during the examination of the Appeal, possible violations are identified that are not within the scope of the Appeal and/or the competence of the Commission, the Commission shall inform the relevant members of the administrative staff, VMU units, commissions and/or other units of these circumstances.
- 40. The head of the academic unit concerned shall take the decisions necessary to implement the Commission's decision.
- 41. The Commission's decision on the evaluation of the learning outcomes shall be final. Other decisions of the Commission may be appealed to the Central DRC within 7 (seven) calendar days from the date of their submission.
- 42. Student representatives delegated by VMU Student Representative Council shall abstain from voting on the evaluation of the learning outcomes. The Commission's vote on the assessment of learning outcomes shall be considered valid if all the teachers delegated by the head of the academic unit vote in favour of it.

V. PROCEDURE FOR SUBMISSION AND CONSIDERATION OF APPLICATIONS TO EXAMINE COMPLAINTS

- 43. Complaints may be submitted to the Commission by any member of VMU academic community who believes that his/her rights have been violated (hereinafter referred to as the "Applicant"). The Applicant shall have the right to apply to the Commission by submitting a free-form Application to examine the Complaint.
- 44. The limitation period for filing an Application shall be 10 (ten) working days from the date on which the dispute arose.
 - 44.1. This time limit may be extended by the decision of the Commission for important reasons and only at the reasoned request of the Applicant, but if no more than 6 (six) months have passed since the possible violation was committed and/or discovered.
 - 44.2. Complaints to the Central DRC regarding the decisions of the DRC of the Unit can be submitted no later than within 7 (seven) calendar days from the date of delivery of the decision of the DRC of the Unit.
- 45. The Application shall include the following:
 - 45.1. the Applicant's name, the unit where the Applicant is working or studying, VMU email address and telephone number;

- 45.2. a description of the violation and evidence of the violation;
- 45.3. a specific request/requirement of the Applicant;
- 45.4. when appealing against a decision of the DRC of the Unit, a copy of the appealed decision (extract from the minutes) must be provided as well as the reasons for the disagreement with the decision or data on the inaction of the DRC of the Unit or the non-compliance with the decisions of the DRC of the Unit;
- 45.5. The Application must be signed by the Applicant.
- 46. The Application shall be submitted to the Secretary of the Commission.
- 47. Anonymous applications shall not be considered.
- 48. Upon receipt of the Application, the Commission shall have the right to return the Application to the Applicant for correction of the deficiencies within a reasonable period of time set by the Commission, which shall be a minimum of two (2) working days and a maximum of ten (10) working days.
- 49. The Secretary of the Commission shall, upon receipt of the Application, forward it to the other party to the dispute informing them of the right, if necessary, to submit written explanations to the Commission regarding the object of the dispute before the Commission's meeting. By decision of the Commission, an anonymised Application may be submitted to the other party to the dispute.
- 50. The meeting of the Commission shall be convened no later than 10 (ten) days after the date of registration of the Application. The Application must be examined no later than within 15 (fifteen) working days from the date of its registration. In the event of serious circumstances, the Rector of VMU may, by order, extend the time limit for examination.
- 51. Upon examining the dispute, the DRC of the Unit shall, by its decision:
 - 51.1. dismiss the Application if no violation has been found;
 - 51.2. grant the Application if the fact of violation has been established;
 - 51.2.1. recommend that the party to the dispute that committed the violation avoid certain behaviours and/or perform certain actions to remedy the violation;
 - 51.2.2. recommend the head of the academic unit and/or the Rector to apply sanctions.
 - 51.3. take other decisions that fall within its competence.
- 52. Upon examining the dispute, the Central DRC shall, by its decision:
 - 52.1. dismiss the Application if no violation has been found;
 - 52.2. grant the Application if the fact of violation has been established;
 - 52.2.1. return the Application to the DRC of the Unit for reconsideration;
 - 52.2.2. recommend that the party to the dispute that committed the violation avoid certain behaviours and/or perform certain actions to remedy the violation;
 - 52.2.3. recommend the Rector to apply sanctions.
 - 52.3. submit proposals to the central administration of VMU or to the administration of the unit for the improvement of the organisation of research and study activities;
 - 52.4. take other decisions that fall within its competence.
- 53. Decisions of the Central DRC shall be final and not subject to appeal.

VI. FINAL PROVISIONS

- 54. The Secretary of the Central DRC shall collect, compile and organise information on the disputes resolved at VMU.
 - 54.1. At the end of each academic year, each academic unit shall submit to the Secretary of the Central DRC information on the Applications examined in the academic unit, the decisions made, and the measures taken to implement the decisions.
 - 54.2. The Secretary of the Central DRC, having systematised the information received from the academic units and the information on the activities of the Central DRC, shall submit

the results to the Rector and the Vice-Rector for Studies of the University. If necessary, the results shall be published on the official website of VMU.

55. The documents relating to the activities of the Commissions shall be collected and stored in accordance with the procedures established by VMU.

56. The Regulations as well as any amendments and/or supplements thereto shall be approved by VMU Senate.

Annex 1
to the Regulations of the Dispute
Resolution Commissions
of Vytautas Magnus University

(student's name, surname, academic unit)

(study programme, cycle, year)

(student's phone number(s) and email address(es) provided by the University)

VYTAUTAS MAGNUS UNIVERSITY

(Please specify the head of the unit where you are studying)

APPEAL

AGAINST _____

(date)

The study course that is being appealed:

The teacher of the study course that is being appealed:

Date of publication of the evaluation of the learning outcomes of the study course that is being appealed: _____

Actions you have taken to resolve the problem with the teacher: _____

1. To be completed when the procedural violations relating to the assessment procedure are being appealed.

Please specify what possible procedural violations were committed in relation to assessment (e.g., not enough time was given, the test/examination began at an unforeseen time, the teacher did not inform about the test/examination time, etc.). Please provide all evidence of a possible violation.

(If you are appealing a non-procedural violation, please proceed to the next point).

2. To be completed when appealing the evaluation of a test-form assessment.

Please specify the question of the test the evaluation of which is potentially not fair. Please give a reasoned explanation of why you think the evaluation is not fair.

(If you are appealing the evaluation of a non-test form assessment, please proceed to the next point below).

3. To be completed when evaluations of all other forms of assessments (not tests) are being appealed (e.g., essays, oral assignments, etc.).

Please provide a reasoned explanation as to why you think the evaluation is not fair.

4. Please specify the solutions you are seeking:

5. Please indicate the documents and/or evidence (if any) in support of the appeal (if the document and/or evidence is available on the internet, please provide a link to it):

Student(s)

(signature)

(name, surname)

CONFIDENTIALITY AND IMPARTIALITY AGREEMENT

_____ (day) _____ (month) 20__ (year) No. _____
Kaunas

Vytautas Magnus University, legal entity code 111950396, address K. Donelaičio g. 58, Kaunas (hereinafter referred to as the “University”), represented by Rector Prof. Juozas Augutis, acting in accordance with the Statute of the University, and

_____, personal identification number / date of birth ____ (hereinafter referred to as the “Member of the Commission”),

hereinafter jointly referred to as the “Parties” and each individually as the “Party”, have entered into the following Confidentiality and Impartiality Agreement (hereinafter referred to as the “Agreement”) and agree as follows:

I. PURPOSE OF THE AGREEMENT

1.1. The parties shall share a common purpose under this Agreement to ensure the protection of confidential information (hereinafter referred to as the “Information”) which a member of the Commission becomes aware of in the course of his/ her service as a member of the Dispute Resolution Commission of the University (hereinafter referred to as the “Commission”).

II. DISCLOSURE

- 2.1. Information may be disclosed in the following ways:
- 2.1.1. in writing;
 - 2.1.2. by handing over items;
 - 2.1.3. by providing access to Information (e.g., research results in various forms, databases, etc.);
 - 2.1.4. through means of verbal or visual presentation.
- 2.2. All Information received in the course of the work of the Commission shall be treated as confidential, except where the relevant Information is marked as non-confidential.

III. OBLIGATIONS

3.1. The Member of the Commission confirms that he/she is aware that the Information provided to him/her is the property of the University. In support of the University’s efforts to maintain the confidentiality of the Information, the Member of the Commission shall undertake:

3.1.1. to keep the Information received confidential, not to destroy, damage, lose, disclose or create conditions for it (in whole or in part) to be intentionally or unintentionally disclosed to any other person without the written consent of the University or its responsible representative (except in cases where the Information is required to be provided in accordance with the procedure laid down in the legislation of the Republic of Lithuania);

3.1.2. to use the Information of the University only for the purpose for which it was disclosed;

3.1.3. not to copy or reproduce the Information or any part of it in any form or by any means, except when it is necessary for the implementation of the purpose for which the Information was provided.

3.2. The Member of the Commission may disclose the Information to:

3.2.1. other members of the Commission and the Commission staff (e.g., the Secretary of the Commission, and the University's Principal Lawyer) who require knowing it;

3.2.2. any other entity with the prior consent of the University.

3.3. Before disclosing Information to any of the entities specified in Paragraph 3.2 of this Agreement, the Member of the Commission shall ensure that the University will enter into a confidentiality agreement with them.

3.4. The Member of the Commission may disclose Information only to the extent required by the legal acts of the Republic of Lithuania. The Member of the Commission shall immediately notify this to the University so that the Member of the Commission has the opportunity to arrange for appropriate protection.

3.5. The Member of the Commission shall undertake to store and process personal data in accordance with the Law on Legal Protection of Personal Data of the Republic of Lithuania.

IV. EXCEPTIONS TO OBLIGATIONS

4.1. The Member of the Commission may disclose, publish, disseminate and use Information that is:

4.1.1. in his/her possession prior to the date of signature of this Agreement and is not subject to confidentiality obligations;

4.1.2. produced independently;

4.1.3. obtained without confidentiality obligations;

4.1.4. clearly marked as non-confidential;

4.1.5. publicly available at the time of receipt or becomes publicly available later, but through no fault of the Member of the Commission.

V. LIABILITY

5.1. The University shall not be held liable for damages resulting from the improper use of Information disclosed under this Agreement.

5.2. The Member of the Commission who has violated the obligation of confidentiality provided for in the Agreement shall be liable in accordance with the procedure laid down by the legislation of the Republic of Lithuania.

VI. DECLARATION OF IMPARTIALITY

6.1. The Member of the Commission declares and undertakes to:

6.1.1. carry out the obligations (tasks) as the Member of the Commission objectively, constructively and without prejudice, in accordance with the principles of equality, non-discrimination, proportionality, mutual recognition and transparency;

6.1.2. immediately notify the Rector of the University or his/her authorised person in writing of any potential conflict of interest;

6.1.3. fill in a declaration of private interests as provided for by the Law on the Adjustment of Public and Private Interests of the Republic of Lithuania.

VII. FINAL PROVISIONS

7.1. This Agreement shall not obligate either Party to disclose or receive (accept) Information.

7.2. The Parties may not assign or otherwise transfer their rights, duties or obligations under this Agreement without the prior written consent of the other Party.

7.3. This Agreement shall enter into force from the date of its signature and shall remain valid for an unlimited period of time. All the terms and conditions of this Agreement shall also apply to the respective successors in title.

7.4. The Agreement may be terminated or amended only by written agreement of both Parties.

7.5. The Parties confirm that they participated equally in the preparation of the Agreement; therefore, the interpretation of the provisions of the Agreement may not be directed against the Party that actually prepared it.

7.6. The Parties agree that all rights, duties and obligations of the Parties arising out of or in any way related to the subject matter of this Agreement shall be subject to, as well as interpreted and implemented in accordance with the legal acts of the Republic of Lithuania.

7.7. The Agreement is drawn up in two counterparts with equal legal force, one for each Party, or is concluded by means of electronic qualified signatures. The Agreement shall be signed by both Parties in the same way.

VIII. DETAILS AND SIGNATURES OF THE PARTIES

University:

Member of the Commission: