

## **VYTAUTAS MAGNUS UNIVERSITY DESCRIPTION OF PROCEDURES FOR THE PROFESSIONAL DEVELOPMENT FUND**

### **I. GENERAL PROVISIONS**

1.1. The description of the procedure of the Vytautas Magnus University (hereinafter - the University) professional development fund (hereinafter - the PT fund) (hereinafter - the Description) regulates the opportunities provided by the PT fund for University employees to pursue professional development, determines the establishment of the fund's expert commission (hereinafter - the Commission) and the organization of work, as well as well as the procedure for allocating, using and paying for used funds of the PT fund.

1.2. The aim of the PT Foundation is to promote the professional development of the University's academic and non-academic staff in accordance with the Statutes of the University, the legal acts and internal documents of the Republic of Lithuania, and the present Regulations, and to respond to the development needs of the staff of the University's academic and non-academic departments in line with the University's strategic objectives.

1.3. The PT Fund is allocated on the basis of a competitive procedure. The competition is organised by VMU Professional Development Competence Center (hereinafter referred to as the PDCC) and the applications are evaluated by a Commission established by order of the Rector.

1.4. All University staff members are eligible to participate in the competition for PT Fund support for professional development.

1.5. The PT Fund may be made available to a member of staff of the University who wishes to participate in professional development activities in which the acquisition or development of competences is necessary for the performance of his/her job functions and which, due to the specific nature of the activity or for any other reason, are not available to the University.

### **II. SUBMISSION AND EXAMINATION PROCEDURES**

2.1. Applications for funding from the PT Fund (hereinafter referred to as the "Application") may be submitted each month of the academic year, in accordance with the terms and conditions specified in the call (which is published on vdu.lt, mokymosiakademija.vdu.lt, and other communication channels), in accordance with the form provided (Annex 1 to the Regulations).

2.2. The Commission shall assess the need for seminars, training or courses (hereinafter referred to as 'training') as set out in the Application in accordance with the criteria set out in Annex 2 to the Description. The applicant must justify in his/her application how the knowledge acquired will improve working conditions, enhance existing competences and add value to the University.

2.3. Each Application is assessed individually. If there are a large number of Applications, then a priority order will be established according to the number of points received.

2.4. The funding decision of the Commission shall be approved by the Rector or the Vice. Rector authorised by him.

2.5. Applications will not be accepted if the applicants have not accounted for the use of funds previously received in accordance with the procedures set out in Chapter III of the Description or if it has been established that the funds have not been used for the intended purpose.

2.6. Procedures for the establishment and work of the Commission:

2.6.1. The Commission shall be composed of 6 members, including representatives of academic and non-academic departments.

2.6.2. The Commission shall be set up by order of the Rector, specifying the Chairperson and Secretary of the Commission.

2.6.3. Commissioners shall be appointed for a term of office of two (2) years and may serve no more than three (3) consecutive terms as a Commissioner.

2.6.4. Only persons of good repute may be appointed to the Commission.

2.6.5. In the event of the termination of the employment relationship with the University, resignation or recall of a member of the Commission, the person who delegated him/her shall appoint another person for the remainder of the term of office of the Commission. The new member of the Commission shall be confirmed by order of the Rector.

2.6.6. Each member of the Commission must read and sign an impartiality and confidentiality agreement (Appendix 3).

2.7. Organisation of the Commission's work:

2.7.1. The Commission shall meet every month before the 10th day of the current month. All applications received shall be considered.

2.7.2. The Commission does not meet and does not consider applications during the summer holidays of students and lecturers.

2.7.3. Meetings of the Commission shall be convened and organised by the Secretary of the Commission and chaired by the President of the Commission.

2.7.4. Meetings of the Commission are not public.

2.7.5. Persons may attend the hearing only when the circumstances of the dispute are being clarified. However, persons may not be present when the Commission is discussing the circumstances of the dispute and taking a decision.

2.7.6. The Commission's decisions shall be adopted by consensus. The ranking of applications shall be based on the number of evaluation points.

2.7.7. Each Application must be evaluated by at least three members of the Commission and a conclusion issued. In the event of a dispute, a third Commissioner shall evaluate the Application.

### **III. IMPLEMENTATION AND REPORTING OF SUPPORTED APPLICATIONS**

3.1. In return for the funds, the University staff member shall undertake to prepare a short (up to 2 500 words) testimonial on the benefits received, in cooperation with the PDCC, and/or to provide training to other University staff members (at least 2 hours).

3.2. If the applicant's employment with the University is terminated during the course of the training, or before 3 months have elapsed, he/she will be obliged to reimburse the funds allocated for the training.

3.3. The funds must be used for the operation of the PT Fund in the current academic year from 1 September to 31 June.

3.4. The maximum amount of training per applicant per academic year is EUR 500.00 (five hundred euros and zero euro cents).

3.5. If some or all of the funds are not used in accordance with the criteria set out in the Application, they will be returned to the PT Fund.

### **IV. FINAL PROVISIONS**

4.1 The Regulations shall be approved, amended and/or supplemented by order of the Rector.

4.2 The documents of the Commission's activities shall be collected and stored in accordance with the procedures established by the University.

4.3 Employees of the University who violate these Regulations shall be liable in accordance with the procedure established by the legislation of the Republic of Lithuania and the internal rules of the University.

4.4 The funds allocated must be used exclusively for the purchase of professional development (training, seminars, etc.). The procurement of such services must be in accordance with the procurement rules established by the University.

**APPLICATION FOR TRAINING NEEDS PROVIDED FOR FINANCING OF PD FUND**

Received VMU PDCC .....  
(Date, time - filled by VMU PDCC representative)

**I. MAIN INFORMATION**

<b>Participant</b>	<i>Name and Surname</i>
Faculty	
Position held	
Name of wanted training	
Short training content (links)	
How will the training be useful to you?	<i>Motivation (250 characters)</i>
What competencies will you acquire or improve during the training?	
Which competence group does training belong to?	
What level of training does the training belong to?	
The cost of training	
Training date	202... year. ... month. ... day.
I undertake to prepare brief information after the training and share it with my colleagues	Yes No
I undertake to prepare a short feedback after the training (2500 words)	Yes No
I undertake to conduct training for the VDU community after the training (from my existing competences or from newly acquired ones)	Name of training Training topic Brief description of training Duration of training Form of training

The applicant .....  
(Signature) (Name and surname)

*The applicant's immediate supervisor. Familiar with the applicant's desire to participate in the training and agrees to create all necessary conditions for the applicant to participate in the training.*

.....  
(Signature) (Name and surname)

**Evaluation of an application submitted to the PT Fund**

Applicant: \_\_\_\_\_

Criteria assessment:

	<b>Evaluation criterion</b>	<b>Score (0,0-5,0)</b>	<b>Comment on the evaluation</b>
1.	Justification of the need for training		
2.	Relevance of training needs to the applicant's activities		
3.	Compliance of training with the Professional Development Procedures for Academic and Non-Academic Staff of VMU		
4.	Group of training competences in the application		
5.	Level of training provided in the application		
6.	The applicant undertakes to prepare brief information after the training to share with colleagues		
7.	The applicant undertakes to write a short testimonial (250 words) after the training		
8.	The applicant commits to deliver the training to the VMU community after the training		
9.	Consent of the applicant's line manager		
10.	The applicant has already participated in professional development activities organised by the University		
11.	The University has not organised and does not plan to organise any training or seminars in the current year on the topic referred to by the applicant.		
	<b>Sum of marks (maximum 55 points)</b>		

Expert conclusion: Grant funding / not to grant funding  
(cross out / delete unnecessary)

Expert: \_\_\_\_\_  
(Name and surname, signature)

## CONFIDENTIALITY AND IMPARTIALITY AGREEMENT

20\_\_ \_\_\_\_\_, No. \_\_\_\_  
Kaunas

Vytautas Magnus universiy, j. a. k. 111950396, adress K. Donelaičio street. 58, Kaunas (hereinafter referred to as the University), represented by the Rector, Prof. Juozas Augutis, acting in accordance with the Statutes of the University, and \_\_\_\_\_, p. k. / born. d. \_\_\_\_ (hereinafter referred to as "Commissioner), hereinafter collectively referred to as "the Parties" each a "Party", enter into this Confidentiality and Impartiality Agreement (the "Agreement") and agree:

### I. PURPOSE OF THE CONTRACT

1.1. The Parties' common purpose under this Agreement is to ensure the protection of confidential information (hereinafter referred to as "Information") protection, which the Commissioner learns as a member of the University's Professional Development Foundation Commission (hereinafter referred to as the Commission).

### II. DISCLOSURE

2.1. Information may be disclosed:

- 2.1.1. in writing;
- 2.1.2. by handing over objects;
- 2.1.3. providing access to Information (e.g. scientific results in various forms, databases, etc.);
- 2.1.4. oral or visual presentation.

2.2. All Information received during the Commission's work shall be treated as confidential, except where the Information in question is marked as non-confidential.

### III. COMITMENTS

3.1. The Commissioner acknowledges 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 Commissioner undertakes:

3.1.1. to keep the Information received secret, not to destroy, damage, lose, disclose or cause to be disclosed (in whole or in part), intentionally or unintentionally, to any other person without the written consent of the University or of the University's responsible representative (except where the Information is required to be disclosed in accordance with the procedure laid down in the legislation of the Republic of Lithuania);

3.1.2. Use University Information 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 manner or by any means whatsoever, except as necessary for the purpose of providing the Information.

3.2. The Commissioner may disclose information:

3.2.1. to other members of the Commission and Commission staff (e.g. the Secretary to the Commission, the University's General Counsel) who have a need to know it;

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

3.3. Before disclosing Information to any of the entities referred to in sub-clause 3.2 of this Agreement, the Commissioner must ensure that the University enters into a confidentiality agreement with them.

3.4. The Commissioner may disclose Information only to the extent required by the legislation of the Republic of Lithuania. The Commissioner must notify the University immediately so that the University has the opportunity to arrange for appropriate protection.

3.5. The Commissioner undertakes to keep 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 Commissioner may disclose, publish, disseminate and use Information that:

4.1.1. in its possession at the time of signature of this Agreement and for which there are no confidentiality obligations;

4.1.2. is independently developed;

4.1.3. obtained without confidentiality obligations;

4.1.4. is clearly marked as non-confidential;

4.1.5. is publicly available at the time of receipt or becomes publicly available at a later date, but through no fault of the Commissioner.

#### **V. ACCOUNTABILITY**

5.1. The University will not be held liable for damages caused by the improper use of Information disclosed under this Agreement.

5.2. A Commissioner who breaches the duty 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 Commissioner declares and undertakes:

6.1.1. to carry out the duties (tasks) of a member of the Commission objectively, in a businesslike manner, without prejudice, in accordance with the principles of equality of arms, non-discrimination, proportionality, mutual recognition and transparency;

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

6.1.3. complete a declaration of private interests in accordance with the Law on the Harmonisation of Public and Private Interests.

#### **VII. FINAL PROVISIONS**

7.1. This Agreement shall not obligate either Party to disclose or receive the Information.

7.2. The Parties may not transfer or otherwise assign 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 on the date of its signature and shall remain in force indefinitely. All the terms and conditions of this Agreement shall survive in relation to their respective successors and assigns.

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

7.5. The Parties acknowledge that they have participated equally in the preparation of the Contract and that the interpretation of the provisions of the Contract shall not be directed against the Party which 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 interpreted and enforced in accordance with the laws of the Republic of Lithuania.

7.7. The Agreement is executed in two counterparts, one for each Party, each having equal legal force, or by electronic qualified signatures. The Agreement shall be signed by both Parties in the same manner.

## VIII. DETAILS AND SIGNATURES OF THE PARTIES

**University:**

**Member of the Commission:**