

Annex 4 to the Description of the Procedure for
the Assessment and Recognition of
Competences Acquired through Non-Formal or
Self-Education at Vilniaus Kolegija/Higher
Education Institution

**AGREEMENT ON THE ASSESSMENT AND RECOGNITION OF COMPETENCES ACQUIRED THROUGH
NON-FORMAL OR SELF-EDUCATION**

202_____ No. _____
Vilnius

VšĮ Vilniaus Kolegija/Higher Education Institution (hereinafter – the Kolegija), represented by _____ the Dean of the Faculty _____, acting in accordance with the Order of the Rector of the Kolegija No. _____ of 202_____, and [first name (s), surname (s)], personal identification number [code] (hereinafter – the Applicant), jointly referred to as the Parties and individually as the Party, in accordance with the Description of the Procedure for the Assessment and Recognition of Competences Acquired through Non-Formal or Self-Education at Vilniaus Kolegija/Higher Education Institution (hereinafter – the Description), have entered into this agreement on the assessment and recognition of competences acquired through non-formal and self-education (hereinafter – the Agreement) and have agreed as follows:

I. GENERAL PROVISIONS

1. The Agreement establishes the conditions, procedure, price, obligations of the Parties and the terms of validity and termination of the Agreement for the assessment and recognition of the Applicants' competences acquired through non-formal and self-education (hereinafter – Competences).
2. The Applicant seeks assessment and recognition of Competences in the following subjects (modules) of the _____ study programme:

No.	Title of the study subject (module)	Number of credits	Price per credit, EUR	Cost of the subject (module), EUR
Total				

II. OBLIGATIONS AND RIGHTS OF THE PARTIES

3. The Kolegija undertakes to:
 - 3.1. create conditions for the Applicant to assess and recognise Competences based on the study outcomes of the relevant study programme;
 - 3.2. ensure the objectivity and impartiality of the assessment of Competences process;
 - 3.3. agree in writing with the Applicant on the time of the assessment of Competences;
 - 3.4. inform the Applicant about the methods of assessment of Competences;
 - 3.5. if the Applicant does not study at the Kolegija, issue the certificate of assessment, recognition and transfer of their Competences based on the study outcomes;
 - 3.6. if the Applicant requests, issue a VAT invoice for the assessment and recognition of Competences;
 - 3.7. process the Applicants personal data in accordance with the Law on Legal Protection of personal Data of the Republic of Lithuania (hereinafter – the Law on Legal Protection of Personal Data); Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter – the Regulation), the Personal Data Processing Procedure at Vilniaus Kolegija, published on the website www.viko.lt, all amendments and additions to these documents, as well as other legal acts regulating the protection of personal data. The rights of the Applicant, as a data subject, are set out in the Law on Legal Protection of Personal Data, the Regulation, and the Personal Data Processing Procedure at Vilniaus Kolegija;
 - 3.8. fulfil other obligations set out in the Description and other legal acts of the Kolegija.
4. The Applicant undertakes to:
 - 4.1. comply with this Agreement, the Law on Science and Studies, the Kolegija's Statute, the Kolegijos Code of Academic Ethics and other requirements of the Kolegija and the Republic of Lithuania;
 - 4.2. provide the Kolegija only with true data, accurate information, and documents necessary for the preparation and proper execution of this Agreement;
 - 4.3. participate in the assessment of Competences at the agreed time;
 - 4.4. compensate for any damage caused to the Kolegija by their action (inaction);

- 4.5. inform the Kolegija of any changes to the student's data specified in this Agreement within 3 (three) working days;
- 4.6. pay the price of the Agreement on time;
- 4.7. fulfil other obligations set out in the Description and other legal acts of the Kolegija.

III. TERMS OF PAYMENT

5. The Agreement is the basis for payment for the assessment and recognition of Competences.
6. The price of the Agreement [*amount in figures*] EUR (*amount in words*) excluding VAT (in accordance with Article 22 of Law on Value Added Tax of the Republic of Lithuania, educational services are not subject to VAT).
7. The Applicant shall pay the price of the Agreement specified in clause 6 of the Agreement within 3 (three) working days from the date of entry into force of the Agreement.
8. The Applicant shall make a transfer of an amount of the price of the Agreement to the Kolegija's bank account specified in the Agreement details and submit a document proving this (a receipt or a copy of the transfer) to the Kolegija's representative responsible for the execution of the Agreement.
9. Upon termination of the Agreement, the price paid for the Agreement shall not be refunded to the Applicant.

IV. ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

10. The Agreement shall enter into force from the date of its signing by both Parties and shall remain in force until the date of full execution of the contractual obligations.
11. If the obligation provided for in clause 7 of the Agreement is not fulfilled on time, the Agreement shall be deemed terminated by mutual agreement of the Parties from the day following the date of fulfilment of the obligation.
12. the Agreement shall be terminated:
 - 12.1. upon unilateral termination of the Agreement by the Applicant, provided that the Applicant has notified the Kolegija in writing of the termination of the Agreement no later than 5 (five) working days in advance;
 - 12.2. upon termination of the Agreement on the initiative of the Kolegija in the cases provided for in clause 13 of this Agreement;
 - 12.3. upon termination of the Agreement by mutual agreement of the Parties;
 - 12.4. in other cases, provided for in the Civil Code of the Republic of Lithuania.
13. The Kolegija shall have the right to terminate the Agreement unilaterally and out of court, having notified the Applicant no later than 5 (five) working days in advance, if:
 - 13.1. the Applicant behaves unethically during the assessment of Competences;
 - 13.2. the Applicant violates the Kolegija's Statute or legal acts regulating the internal procedures of the Kolegija;
 - 13.3. the Applicant fails to participate in the assessment of Competences at the agreed time without a valid reason;
 - 13.4. the Applicant causes damage (loss) to the Kolegija.

V. FINAL PROVISIONS

14. Upon termination or expiry of the Agreement, the provisions of this Agreement relating to the liability of the Parties under this Agreement, payments, as well as all other provisions of this Agreement that remain in force after the termination of the Agreement or must remain in force in order for this Agreement to be fully implemented remain in effect.
15. All other matters not covered by the Agreement shall be governed by the laws of the Republic of Lithuania.
16. The person authorised by the Kolegija to be responsible for the performance of the Agreement, is [*First name, surname, position, address, telephone number, e-mail address*].
17. The terms of the Agreement may only be amended by written agreement of both Parties or in case specified by the laws of the Republic of Lithuania. All annexes, amendments and additions to the Agreement signed by both Parties shall form an integral part of the Agreement.
18. All disputes arising from this Agreement shall be resolved by agreement between the Parties. If no agreement can be reached, the dispute may be referred to the Court of the Republic of Lithuania at the initiative of either Party, in accordance with the laws of the Republic of Lithuania.
19. The Agreement shall be signed using secure electronic signatures certified by valid qualified certificates or physical signatures, by signing two copies of the Agreement with equal legal force, one for each Party.
20. Annexes to the Agreement, which are an integral part of the Agreement:
Annex 1 to the Agreement – Information on the Processing of Personal Data.

VI. DETAILS AND SIGNATURES OF THE PARTIES

VšĮ Vilniaus kolegija
 Saltoniškių g. 58-1, LT-08105 Vilnius
 Legal entity code: 111965131
 A/c LT76 7044 0600 0147 2160
 AB SEB bankas, code 70440
 _____ Faculty
 Tel. _____

Applicant

 (first name, surname)

 (place of residence and/or declared place of residence)

 (telephone number)

E-mail _____

 (e-mail, address)

Dean of the Faculty _____

 (signature, date) (first name, surname)

Applicant

 (signature, date) (first name, surname)

Annex 1 to the Agreement on the Assessment and
 Recognition of Competences Acquired through Non-
 Formal and Self-Education

INFORMATION ON THE PROCESSING OF PERSONAL DATA

In accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) of 27 April 2016, we provide you with information related to the processing of your data:

1. **Data Processor**– VŠĮ Vilniaus kolegija, Saltoniškių 58-1, LT-08105, Vilnius, e-mail address viko@viko.lt
2. **Contact details of the Data Protection Officer** – e-mail address dap@viko.lt, address Saltoniškių g. 58-1, LT08105 Vilnius – address the letter to the data protection officer.
3. **Purposes of data processing.** Your personal data is processed for the following purposes:
 - 3.1. for the purposes of concluding, executing and administering of agreements (except for agreements with employees, students and auditors);
 - 3.2. for the purposes of public order, property protection, transport and access control.
4. **Data processed.** We hereby inform you that we process the following personal data:
 - 4.1. first name, surname;
 - 4.2. personal identification number;
 - 4.3. address of residence and/or declared place of residence;
 - 4.4. telephone number;
 - 4.5. e-mail address;
 - 4.6. current account number;
 - 4.7. correspondence between the Parties;
 - 4.8. documents submitted for the assessment of Competences;
 - 4.9. signature;
 - 4.10. video recordings and photographs;
 - 4.11. arrival and departure times;
 - 4.12. vehicle registration numbers.
5. **Legal basis for data processing.** The legal basis for the processing of your personal data is the conclusion of the Agreement, legal obligations and legitimate interests (Article 6 (1) (d), (b), (c) and (f) of GDPR).
6. **Source of data.** The above-mentioned data is obtained from you.
7. **Recipients of personal data.** Your personal data may be transferred to:
 - 7.1. data processors who perform certain tasks and provide services (IT companies that process data to ensure the development, improvement and maintenance of information systems; companies that ensure the delivery of messages to customers, provide security and other services, including legal, financial, tax, business management, personnel administration and accounting services);
 - 7.2. courts, law enforcement agencies or state institutions, to the extent that such a provision is required by law (e.g. bailiffs, courts, etc.);
 - 7.3. the Research Council of Lithuania and the Ministry of Education, Science and Sport of the Republic of Lithuania in accordance with the procedure and in the cases established by the laws of the Republic of Lithuania;
 - 7.4. companies providing pre-trial debt collection services;
 - 7.5. other natural/legal persons with your consent, if such consent is obtained for a specific case.
8. **Data subjects rights.** We inform you that you have the following rights: the right to request access to your personal data and to correct or delete it, the right to restrict the processing of data, the right to object to the processing of personal data, and the right to data portability. You may exercise these rights in accordance with the procedure established by law.

The request to exercise these rights must be submitted to the Kolegija in writing (including in electronic format), and it must be possible to identify the person submitting the request and the identity of the data subject. The identity of the data subject is established based on an identity document or by electronic means that allow the person to be identified. If the data subject sends the request by post or courier, a copy of the data subject's identity document certified in accordance with

the procedure established by law must be attached to the request. When a representative requests information about a person, they must submit a document confirming their representation and a document confirming the representative's identity, unless there are other reasonable ways to establish the representative's identity.

For information on the procedure for exercising the rights of data subjects, please contact the data protection officer using the contact details provided in clause 2.

9. **Personal data storage period.** Please be advised that your personal data will be processed in the information system for at least 5 (five) years and stored for 10 (ten) years after the execution of the Agreement. This period may be extended if the personal data is used or may be used as evidence or a source of information in a pre-trial or other investigation, including an investigation conducted by the State Data Protection Inspectorate, in civil, administrative or criminal proceedings, or in other cases provided for by law. In such cases, personal data may be stored for as long as necessary for these data processing purposes and shall be destroyed immediately when it is no longer needed.

Video data shall be recorded and stored for no less than 7 calendar days and no more than 30 calendar days from the moment of recording, after which it shall be automatically deleted, except in the cases where there is a reason to believe that an offence has been recorded, breach of work duties, criminal activity or other illegal actions (until the end of the relevant investigation and/or court proceedings).

10. **Automated decision making.** Please be advised that your data will not be used for automated decision-making in relation to you, including profiling.

11. **Filing complaints.** Please be advised that you have the right to complain about the action (inaction) of the Kolegija to the State Data Protection Inspectorate and the Court in accordance with the procedure established by law, as well as to complain to the Court about the actions (inaction) of the State Data Protection Inspectorate.

I have read and understood the above: *[First name, surname, signature]*