

AGREEMENT No. 82342

for studies at Riga Technical University

Riga,

26.07.2024

Riga Technical University, MES registration number 3341000709, 6A Kipsalas street, Riga, LV- 1048, Accreditation List No. 023 as from 12.07.2001 (hereinafter – the RTU), represented by Zane Purlaura-Porina, Director of the International Cooperation Department (hereinafter – ICD), acting in accordance with the RTU Rector's order No. Nr. 01000-1.1-e/330 "On signature rights in relation to activity of the International Cooperation Department" as from November 24, 2023, on the one side,
and

Dipshan Nepali, date of birth: 2002-12-31, place of birth: Gulmi, citizenship: Nepal (hereinafter called – the Student), on the other side, (hereinafter both together called – the Parties, but each separately – a Party), being aware of all the provisions and legal consequences of the contract hereof, concluded the following Agreement, hereinafter – the Agreement:

1. Subject of the Agreement

1.1. Studies at RTU study programme chosen by the Student, according to the programme requirements and laws and regulation governing the RTU study process.

1.2. According to the Student's wish and ICD Admission letter No. 82342 of 26.07.2024 (hereinafter – the Letter) the Student is registered in the relevant study programme for the full- time BSc studies in the accredited study direction [BSc] Computer Systems (hereinafter called – the Study programme), the volume of which is 180.0 ECTS credit points, duration of the studies 3 years, the acquired degree or qualification – Bachelor degree of engineering science in computer systems. The study direction accreditation duration 29.11.2023 - 30.11.2029; Accreditation certificate No 2023/44-A. The language of instruction is English.

1.3. According to the procedure set forth by the RTU, the RTU registers the Student for the full-time study programme foundation group in cases if the Student is accepted to the RTU and starts studies later than October 01 or March 01 of the admission year, or if the Student meets the admission requirements, but specific knowledge in certain subjects of study programme is required.

1.4. Information regulating the study process is provided for the Students by ICD.

1.5. In case the Study programme fails to be accredited or its implementation is suspended within the validity period of the present Agreement, the Student is offered options by the RTU to continue his/her studies in another RTU study programme. The Student informs the RTU in writing about his/her choice for continuation of studies offered by the RTU. If the Student rejects the options for continuation of studies offered by the RTU, the RTU refunds the tuition fee to the Student paid for the last semester of studies within 21 (twenty one) working day from the receipt of the Student's written application on refunding in the ICD office addressed to RTU Vice-Rector for Finance, by transferring the funds to the Student's account specified in this application.

2. Fees and Order of Settlements

2.1. For the studies, mentioned in Agreement Clause 1.2., the Student, in compliance with the RTU Senate's Decision, shall pay the tuition fee in the amount of EUR 4,030 per year for a whole duration of the Study programme.

2.2. The amount of the tuition fee per year, defined in the Agreement Clause 2.1, is fixed for the whole validity period of the Agreement. The Student may be granted a tuition fee discount in accordance with the applicable

RTU regulations on granting such discount for tuition fee. The Student can access information about tuition fee payments in the RTU information system ORTUS.

2.3. The Student undertakes to pay the tuition fee established in the admission year in the procedure set forth in the RTU internal regulations, hereinafter – the Payment terms. The Payment terms are available to the Student on the RTU foreign applicant admission system homepage apply.rtu.lv. Upon signing the Agreement, the Student confirms that he/she has been fully familiarized with the Payment terms and approves them.

2.4. The Security Deposit is a lump-sum payment in the amount of EUR 500. The Security Deposit should be paid along with the tuition fee for the first year of studies in accordance with the procedure set forth in the Letter. After termination of the Agreement the Security Deposit shall be refunded within 21 (twenty one) day from the receipt of Student's written application on refunding in ICD office, addressed to the RTU Vice-Rector for Finance, by transferring the funds to the Student's account specified in this application. The Security Deposit shall not be refunded to the Student if the Student has failed to settle all obligations with the RTU and/or contractual obligations exist with any of the RTU affiliates, and/or he/she has breached the Agreement and/or the normative acts of the Republic of Latvia, including, but not only, due to poor academic performances and/or non-reporting of the change of his/her declared place of residence within 3 (three) days' time since the change of this address. If applicable, the following fees shall be deducted from the Security Deposit: resident permit processing fee, entry visa fee, document legalisation fee, accommodation deposit, postal expenses, bank commission for money transfers made to the Student's account in the cases specified in the Agreement, annual insurance and other expenses. If the above mentioned fees are deducted from the Security Deposit, the Student shall reimburse the full amount used, by transferring funds to the RTU account within 3 (three) month time from the date when these expenses were covered.

2.5. According to the Immigration Law, in order to prove that the Student has sufficient financial means (hereinafter – the Living Expenses) to stay in Latvia in the respective year, the ICD is entitled to request the Student to transfer the Living Expenses to the RTU account. The Living Expenses shall be refunded to the Student within 21 (twenty one) working day from the receipt of the Student's written application on refunding in the ICD office addressed to RTU Vice-Rector for Finance, by transferring the funds to the Student's account specified in this application.

2.6. The Security Deposit and the advance tuition fee for the first year of studies are settled by the Student before he/she applies for visa or residence permit. If the Student already has visa or residence permit in Latvia, or does not require one to enter Latvia, the advance tuition fee for the first year of studies and the Security Deposit shall be paid by the Student to the full extent no later than within 15 (fifteen) days before the date of commencement of the first study semester in accordance with the procedure set forth in the Letter, but, starting from the second year of the studies, it may be paid for study semesters, considering, moreover, that the fees should be paid no later than within 15 (fifteen) days before the commencement of the respective semester.

2.7. The Student shall inform the credit institution which granted the loan to the Student to cover the advance tuition fee and/or the tuition fee, and ensures that the credit institution makes disbursements/tuition fee payments in accordance with the payment procedure set forth in the Agreement Clause 2.6.

2.8. If the Student is denied the residence permit or entry visa to Latvia while the Student is in his/her country of residence, the RTU shall terminate the Agreement and refund to the Student the unused Fees, the unused Security Deposit and other funds transferred to the RTU account to which the Student has the claim right in accordance with this Agreement, the Letter and the Payment terms within 21 (twenty one) working day from the receipt of the Student's written application on refunding in the ICD office addressed to RTU Vice-Rector for Finance, by transferring the funds to the Student's account specified in this application.

2.9. If The RTU has issued the necessary documents to the Student for the residence permit or entry visa, but the Student does not apply for the residence permit or entry visa, the RTU interrupts the admission process or the Agreement and refunds to the Student the unused Fees for one study semester, the Security Deposit and other funds transferred to the RTU account to which the Student has the claim right in accordance with this Agreement, the Letter and the Payment terms within 21 (twenty one) working day from the receipt of the Student's written

application on refunding in the ICD office addressed to RTU Vice-Rector for Finance, by transferring the funds to the Student's account specified in this application. The RTU shall issue the documents to the Student personally, electronically or by courier service. The documents shall be regarded to be received on the date when they are sent to the Student from the RTU foreign applicant admission system homepage apply.rtu.lv. If the documents are shipped by the courier service, they are regarded to be received on the date indicated as the date of document delivery to the specified addressee by the courier service.

2.10. If the Student receives a positive residence permit decision, but does not apply for visa, the RTU interrupts the admission process or the Agreement and refunds to the Student the unused Fees for one study semester, the Security Deposit and other funds transferred to the RTU account to which the Student has the claim right in accordance with this Agreement, the Letter and the Payment terms within 21 (twenty one) working day from the receipt of the Student's written application on refunding in the ICFSD office addressed to RTU Vice-Rector for Finance, by transferring the funds to the Student's account specified in this application.

2.11. If the Student gets entry visa to Latvia, but does not commence his/her studies at the RTU within two weeks after the visa issuing date, or has not applied for the temporary residence permit within 50 (fifty) days from the moment of entry in Latvia, the RTU cancels the Student's visa, and the advance tuition fee and the Security Deposit are not refunded.

2.12. If the Student gets the entry visa to Latvia and has applied for the temporary residence permit within 30 (thirty) days from the moment of entry in Latvia, but the temporary residence permit is denied, the RTU interrupts the admission process or the Agreement and refunds to the Student the unused Fees for one study semester, the Security Deposit and other funds transferred to the to which the Student has the claim right in accordance with this Agreement, the Letter and the Payment terms within 21 (twenty one) working days from the receipt of the Student's written application on refunding in the ICD office addressed to RTU Vice-Rector for Finance, by transferring the funds to the Student's account specified in this application.

2.13. If the third party, incl. the credit institution, which has granted the loan to the Student to cover the tuition fee, has paid the advance tuition fee, the tuition fee and/or the Security Deposit, and the Student wishes to recover the prepaid tuition fee, the tuition fee and/or the Security Deposit, then the prepaid tuition fee, the tuition fee and/or the Security Deposit are refunded to the Student who is obligated to inform on above the third party which has paid the advance tuition fee, the tuition fee and/or the Security Deposit . In accordance with the request contained in the application, the RTU shall refund the prepaid tuition fee, the tuition fee and/or the Security Deposit also to the third party which has paid the advance tuition fee, the tuition fee and/or the Security Deposit for the Student. The RTU does not undertake responsibility for mutual settlement of accounts of the Student and the third party who has paid the advance tuition fee, the tuition fee or the Security Deposit.

2.14. According to the RTU internal regulations, the tuition fee does not include any scholarships, social benefits or transport compensations.

2.15. If the Student gets the entry visa to Latvia, if such is necessary, but the studies are not commenced, or they are interrupted due to poor health condition or any other legitimate reasons, defined by the RTU regulations, the tuition fee and the Security Deposit paid by the Student shall be transferred to the next study period within the following academic year. The temporary residence permit issued to the Student shall be cancelled during the interruption of studies. If the Student fails to recommence the studies within 12 (twelve) months, the prepaid tuition fee or the tuition fee and the Security Deposit shall not be refunded.

2.16. The payment date of the advance tuition fee, the tuition fee or the Security Deposit shall be regarded the date when the advance tuition fee, the tuition fee or the Security Deposit is received on the RTU account to the full extent. The Student's instructions to the credit institution or postal institution on transfer of the advance tuition fee, the tuition fee or the Security Deposit and the transaction of the transfer do not create payment relations of the advance tuition fee, the tuition fee or the Security Deposit.

2.17. If the Student delays the due date for payment of the set tuition fee, the RTU is entitled to apply to the Student a penalty of 0,5% (zero point five percent) from the overdue payment amount for each calendar day of

the delay (including holidays and public holidays) but no more than 10 (ten percent) from the principal amount of the debt (the overdue tuition fee).

2.18. The payment of penalty does not relieve the Student from the fulfilment of obligations set forth in the Agreement, including, but not only, from the payment of the tuition fee specified in the Agreement. The RTU is entitled to request the payment of the penalty and, simultaneously, the fulfilment of the Agreement from the Student.

3. RTU obligations

3.1. To provide the options for acquisition of the study programme to the Student.

3.2. To enrol the Student for studies after the tuition fee for the first year of studies and the Security Deposit have been paid on the RTU account, and other enrolment requirements have been fulfilled.

3.3. To provide all the RTU resources necessary for acquisition of the Study programme in accordance with the RTU regulations: libraries, laboratories, computer network and other services.

3.4. To assign a Student a user name and password (hereinafter – the Access parameters) for Student's identification in the RTU intranet, in order to provide access to computer systems and electronic information resources.

3.5. To provide the Student with access to his/her data on the RTU intranet in accordance with the RTU regulations, on request to provide the Student with notifications on studies in the RTU and statements attesting acquisition of the study programme.

3.6. After successful completion of the chosen study programme and pass of the final examination, to grant the Student with an academic degree and/or professional qualification or a scientific degree and issue a relevant diploma.

3.7. To provide the Students with access to the information on the RTU intranet, on the issues related to the Study process.

3.8. To inform the Student in due time on changes in the data concerning accreditation and/or licencing of the Study programme.

4. Student's obligations

4.1. To submit all documents necessary for the studies in the Study programme as well as obtain all the documents and permits for his/her entry and residence in Latvia required by the European Union, national and local authorities.

4.2. It is mandatory for the Student to attend lectures, laboratories and seminars (hereinafter called the Classes) in compliance with the Study programme.

4.3. For any unapproved absence from the Classes for more than one week the Student may be expelled from the RTU.

4.4. For any unapproved absence for more than 50% (fifty per cent) of each scheduled course during any 2 (two) month period of corresponding semester, the RTU is entitled to cancel this course for the Student and demand the Student immediately pay for repeat attendance of the relevant study course. If the Student fails to attend the corresponding course repeatedly, the Student may be expelled from the RTU.

4.5. To study in good faith in the Study programme in accordance with the Study plan, to observe the RTU Constitution internal regulations and internal regulations, including the orders.

4.6. To settle all obligations with the services ensuring the study process, RTU library and RTU Dormitory on expiration of the present Agreement or in case of termination or interruption of studies. If the Student fails to fulfil his/her obligations, the RTU recovers the losses in the order provided in the normative acts.

4.7. Neither reveal to the third party (including the RTU personnel, teaching staff and other students) his/her user's access data nor allow the third party's access to the electronic resources and information systems provided by the RTU, by means of use of access data assigned to the Student.

4.8. During the studies in the Study programme to fulfil all individual tasks without assistance of other people excluding any violation of rights of intellectual property or plagiarism – spreading over person's creative work (means of expression, ideas, opinions) as his/her own. The Student shall observe the requirements of regulations on copyright. In case an individual work contains any cognitions, ideas and thoughts expressed by other people, a reference to the author shall be provided.

5. Acknowledgements of the Parties

5.1. The Student is informed that in accordance with the normative acts regulating the personal data protection of natural persons, including the Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to processing of personal data and on the free movement of such data, the RTU shall process the Student's personal data to ensure the performance of the Agreement, including the services of the RTU Scientific library, to meet the needs of RTU personnel record keeping, for administrative needs, scientific and statistical research, for Student's identification in information system, and in order to add the individual work to the information system, to compare and test the data, to provide the protection of individual work, hiding the author's (Student's) personal data, which may become available for the third parties as well as the needs defined in the RTU internal regulations and, after termination of this Agreement – in the information system (data base). The Student also gives his/her permission to transfer the RTU Student's personal data to the third parties for recovery activities if the Student failed to settle the financial liabilities arisen from the Agreement.

5.2. The Student is informed that the RTU puts his/her works, created within the study process (the work for completion of the programme of studies and other written examination papers) on the RTU and third parties' information systems (the Student is accordingly informed that the third parties have access rights to the Student's study papers) in the volume required for fulfilment of the Agreement as well as after expiration of the Agreement, and for observance of the legal interests of the RTU and the third parties in the procedure set forth in the internal regulations, as well as modifies them for the sole purpose of the transparency of work, comparison and testing (also after expiration of the Agreement). In case the Paper or the project contains any confidential information, it is not published in the RTU information system or is published there with restricted access, on the basis of a written application from the Student and a permission issued by the entity, whose legal interests might be violated.

5.3. The Student declares that all property rights (including, but not limited to, distribute, dispose of, modify, amend etc.) on the copyright and /or object of the invention developed during the study process, using the RTU materials, technologies, resources, etc. , belongs to the RTU, unless the RTU and the Student (including graduates) has signed a separate agreement. All property rights of the copyright and/or object of the invention, which development has been started during study process, using the RTU materials, technologies, resources, etc and completed after the completion of the study process (presenting educational documents) will be prorated between the RTU and the graduate in a separate written agreement.

5.4. The personal data and access data are confidential and information of the Parties shall not be disclosed, and the Parties undertake not to disclose and not to allow for the possibility if third parties get to know it, unless requested by competent governmental authorities of the Republic of Latvia or the Student's home country.

6. Responsibility of the Parties

6.1. The Student is fully responsible for the contents of the final and any other written papers, for the accuracy of information used in them, as well as violation of standards of ethics, confidential information, intellectual property copyright (also after the expiration of this Agreement).

6.2. The RTU is not responsible for the Student's or the third parties' activities on the computer network, the RTU information system incurred as a result of using access data assigned to the Student. The above mentioned responsibility shall be taken by the Student himself/herself.

6.3. Each Party undertakes the indemnification of losses in the procedure set forth in the regulations, the indemnification of losses caused to the second Party due to failure or violation of the provisions of the Agreement.

6.4. The Parties are relieved from responsibility for full or partial non-fulfilment of the obligations of the present Agreement in case the due fulfilment of obligations is impossible because of force majeure, which could not have been foreseen or prevented.

7. Coming into effect and termination of the Agreement

7.1. The present Agreement comes into effect at the moment it has been signed, and is effective until the study programme completion on 2027-08-15, expelling of the Student, or to the moment the Student signs another Agreement regarding conversion of studies in another study programme, or the Student has used his/her rights to terminate the Agreement. The period of the Agreement may be extended by consent of the Parties.

7.2. The RTU is entitled to terminate the Agreement unilaterally, without refunding the paid tuition fee and the Security Deposit if the Student violates and does not observe the provisions of the present Agreement. In this case an electronic mail shall be sent by the RTU to the Student's provided e-mail no later than 5 (five) working days before termination of the Agreement. In case of gross negligence (including, in case of violation of the immigration regulations, criminal offence or plagiarism) the RTU is entitled to reject to readmit the Student for the studies in the RTU.

7.3. The Student is entitled to terminate the Agreement unilaterally having informed the RTU administration in writing:

7.3.1. if the RTU fails to fulfil or violates the provisions of the Agreement, the Student is refunded the paid tuition fee for the study semester during which the Agreement is terminated, as well as the paid Security Deposit;

7.3.2. upon his/her desire, the Student is not refunded the paid tuition fee.

8. Other provisions

8.1. The tuition fee does not include other payable services set forth in the RTU internal regulations, including, taking examinations repeatedly or repeat fulfilment of other tasks or studies, in case the Student has failed to acquire the study programme successfully in due time. Thus the RTU is entitled to demand additional fee for the other services mentioned in this Clause which is set for each particular year of studies by the RTU Senate's decision.

8.2. If the Student changes his/her place of residence in Latvia, he/she shall inform the RTU ICD at least 3 (three) days before such change takes place. The Student shall provide a copy of Rent Agreement for the new place of residence. Failing to do so, the Student may be expelled from the RTU.

8.3. In case any provisions of this Agreement lose validity, it does not influence other provisions of this Agreement.

8.4. The supplements and amendments to the present Agreement become effective at the moment the Parties have agreed upon them in writing. The Parties confirm that there is no verbal agreement between them.

8.5. The present Agreement is subjected to the legislation of the Republic of Latvia. Any disputes which might arise between the Parties regarding the present Agreement, and which cannot be settled by means of mutual agreement, are solved by legal institutions of the Republic of Latvia.

8.6. The Agreement hereof is made in 2 (two) counterparts in English and in Latvian, and both counterparts have equal legal force, each on 7 pages. In case of divergent interpretation the text of the Agreement in Latvian shall prevail.

9. Particulars and signatures of the Parties:

Address:

Riga Technical University
ICD, Azenes street 12 – 420,
Riga, LV-1048

Bank details:

JSC „Swedbank”
Account: IBAN: LV10HABA0551033806568
Bank address: 1a, Balasta dambis, Riga, LV-1048,
Latvia SWIFT: HABALV22

Zane Purlaura-Porina
Director
RTU ICD

Dipshan

Dipshan Nepali