

APPROVED by
Decree No. R-637
of the Rector of Vilnius University
of 30 December 2019

VILNIUS UNIVERSITY GENERAL TERMS AND CONDITIONS FOR OPEN ACCESS TO RESOURCES AND SERVICES OF RESEARCH AND (SOCIAL, CULTURAL) DEVELOPMENT INFRASTRUCTURE

CHAPTER I GENERAL PROVISIONS

1. Vilnius University General Terms and Conditions for Open Access to Resources and Service of Research and (Social, Cultural) Development Infrastructure (hereinafter – the Terms and Conditions) apply to all open access resources and services (hereinafter referred to as the open access resources and services) of research and (social, cultural) development (hereinafter referred to as R&D) infrastructure of Vilnius University (hereinafter – the University) and regulate the relations between the University and the recipients of its open access services, and form an integral part of any open access services agreement concluded between the University and the recipients of open access services.

2. Definitions used in the Terms and Conditions:

2.1. **Client** – a natural or legal person ordering services or a unit of the University.

2.2. **Service Recipient** – the Client or a natural person specified by the Client and responsible for the performance of the Agreement on the part of the Client.

2.3. **Application** – an application submitted by the Client for open access services.

2.4. **Decision on the Application** – a decision made by an authorised person or a group appointed by the Rector of the University (hereinafter – the Rector) on the Application submitted by the Client.

2.5. **Open Access Services Acceptance-Transfer Deed** – an acceptance-transfer deed of services signed by the University, the Client and the Service Recipient, constituting the basis for the transfer of the result of the services provided under the Agreement.

2.6. **Services** – open access services approved by the Rector and publicised on the University's website.

2.7. **Service Fees** – fees for open access services approved by the Rector and published on the University's website.

2.8. **Confidential Information** – information owned by the University or the Client which has become known to the representatives of another party during the provision of services and which is of value because it is not known to any third parties and is related to a developed intellectual property product or part thereof, including research and (or) its results and any other data related to the performed activities.

2.9. **Agreement** – an agreement on the provision of open access services concluded between the Client and the University in accordance with the procedure established in the Terms and Conditions. In cases when the Client is a unit of the University, a respective internal order of services shall be considered to constitute the Agreement and the provisions of the Terms and Conditions shall apply with necessary alterations.

3. The Terms and Conditions can be amended by an order of the Rector. Amendments made to the Terms and Conditions may apply to applications or services already submitted, the provision of which has already started, provided that the Client has been informed about the amendments and has agreed to them.

CHAPTER II CONCLUSION OF THE AGREEMENT

4. The Agreement shall be concluded in writing after the Open Access Management Group of the University's academic unit or academic branch has made a decision to grant the application submitted by the Client and prepared and signed all other documents provided for in the Terms and Conditions and required for concluding the Agreement.

5. Negotiations on the Agreement may take place by email, but the submission of the documents referred to in Point 4 of the Terms and Conditions is considered appropriate if both parties exchange the originals or transmit the documents by e-mail or other telecommunication terminal equipment, provided respective text protection is duly ensured and the identification of signatures is possible.

6. Each party to the Agreement is responsible for ensuring that the information provided to the other party by electronic means and in the form of documents and their annexes is correct and is in accordance with the actual will of the providing party.

7. If, due to the complexity of the service provided, the subject matter of the Agreement is essentially an agreement on research, testing, construction and technological works, the provisions of Chapter XXXIV of Book Six of the Civil Code of the Republic of Lithuania shall apply.

8. The Agreement shall be deemed to have been concluded when all the following conditions are met:

8.1. The Client has submitted a signed order – the Application – for open access services or resources (Annex 1);

8.2. The Open Access Management Group of the University's academic unit or academic branch has approved the order (the Application) by adopting a Decision on the Application (Annex 2);

8.3. The Client has confirmed the order.

CHAPTER III PERFORMANCE OF THE AGREEMENT

9. The Client must provide the University with all samples, materials, information, data and other means related to the provision of the service and specified in Point 7 of the Application (Annex 1) by the agreed date of provision of the service, unless agreed otherwise. The Client shall be responsible for ensuring that the rights and legitimate interests of any third parties are not violated by submitting the measures specified in Point 7 of the Application.

10. The result of the services is transferred to the Client by signing the Open Access Services Acceptance-Transfer Deed. The Open Access Services Acceptance-Transfer Deed shall be signed by both parties within 10 (ten) working days from the last day of provision of the open access service. If the duration of the ordered open access service is longer than 3 (three) months, interim Open Access Services Acceptance-Transfer Deeds may be signed.

11. If the order exceeds 1,000 (thousand) euro, the University shall be entitled to an advance payment. The need for and amount of the advance payment is provided for in Point 2 of the Decision on the Application (Annex 2).

12. The Client shall pay for the provided services within 30 (thirty) days from the date of invoicing.

13. If, following the Decision on the Application, any of the parties to the Agreement wishes to change the terms of the Agreement, it must inform the other party of this 5 (five) working days in advance and obtain the other party's written consent to make changes to the terms of the Agreement or related documents.

14. The open access administrator specified in the Decision on the Application is responsible for the execution of the Agreement on the part of the University.

15. Confidential information owned by the other party to the Agreement must be kept confidential. The party that has disclosed confidential information shall be held liable for its disclosure and shall indemnify the affected party for all related losses in accordance with the law of the Republic of Lithuania. The provisions of this point of the Terms and Conditions shall not apply when the disclosure of confidential information is required by the law of the Republic of Lithuania or written consent of the owner of confidential information has been obtained to disclose or use it in other ways.

16. The Client and the Service Recipient shall be jointly and severally liable for damages caused through their fault.

17. The University shall be liable only for the direct losses of the Client caused by its fault, not exceeding the value of the services provided under the Agreement. The University shall not be liable for the Client's losses arising from the fact that during the performance of research work it becomes clear that the desired results cannot be obtained due to circumstances beyond the control of the Service Provider.

18. The University shall not be liable to any third parties for the fact that the Client or the Service Recipient has violated the rights or legitimate interests of any third parties by submitting the measures specified in Point 7 of the Application.

19. No party to the Agreement shall be liable for the negative consequences arising from *force majeure* circumstances, if these circumstances and the party's conduct in their event comply with the criteria and procedure specified in Article 6.212 of the Civil Code.

CHAPTER IV VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

20. The Agreement shall enter into force upon acceptance of a duly submitted order and remain valid until all parties to the Agreement have performed in full their obligations under the Agreement.

21. The Agreement shall be amended in the same manner as it is concluded. All agreements to amend the Agreement shall form an integral part thereof.

22. The Agreement may be terminated by mutual written consent of both parties.

23. The Agreement may be terminated unilaterally.

23.1. The University may unilaterally terminate the Agreement:

23.1.1. if the Client fails to comply with the conditions specified in Point 8 of the Application;

23.1.2. if the Client fails to submit the samples, materials, information, data, etc. specified in Point 8 of the Application within the agreed time;

23.1.3. if the Client fails to arrive at the place of provision of an open access service to perform research at the time specified in Point 3 of the Decision on the Application in cases when the Decision on the Application bears the indication of option 2.1, 2.2, 2.4 or 2.7 of providing open access services or in other cases mutually agreed by both parties.

23.2. The Client may unilaterally terminate the Agreement if the University is more than 30 (thirty) days late in providing services as of the date specified in point 3 of the Decision on the Application.

CHAPTER V FINAL PROVISIONS

24. By agreement between the Client and the University, and taking into account the complexity of the open access service required by the Client, the Agreement may be concluded by establishing other general and special terms and conditions than those set forth in these Terms and Conditions.

(Application form for open access services or equipment)

APPLICATION FOR OPEN ACCESS SERVICES OR RESOURCES

.../.../20... No.
Vilnius

1. Client			
1.1. Details of the natural or legal person or unit of Vilnius University			
Name/Name and surname:			
Company code:		VAT payer's code:	
Address:		Phone:	E-mail:
1.2. Client status (please tick)			
<input type="checkbox"/> Vilnius University			
<input type="checkbox"/> Other institution of science and studies			
<input type="checkbox"/> Small or very small enterprise established less than 12 months ago (date of establishment <i>(please specify)</i> :)			
<input type="checkbox"/> A small or very small company, the shareholders of which are scientists and / or other researchers of Vilnius University, that develops R&D-based solutions created by Vilnius University			
<input type="checkbox"/> Any other business entity			
<input type="checkbox"/> Other <i>(please specify)</i> :			
2. Required open access service or resource, including the estimated duration of use			
No.	University unit	Service or equipment (<i>exact name</i>)	Time required, in hours (<i>if known</i>)
3. Other services and / or conditions required to conduct your research and / or experiment			
4. Description of the planned research and / or experiment (aims, objectives, deliverables)			
5. Preferred form of open access services (please tick)			
<input type="checkbox"/> 5.1. Open access to resources without the assistance of University staff			
<input type="checkbox"/> 5.2. Open access to resources with the participation of University staff			
<input type="checkbox"/> 5.3. Open access services provided by the University staff using open access resources			
<input type="checkbox"/> 5.4. Training services to teach how to use open access equipment			
<input type="checkbox"/> 5.5. Planning a research or experiment and interpreting the results			
<input type="checkbox"/> 5.6. Expert advice			
<input type="checkbox"/> 5.7. The optimal option chosen by the University's specialists by taking into account the aims and objectives of the research and the Client's competence			
<input type="checkbox"/> 5.8. In accordance with the Agreement (<i>specify date and number</i>):			
*For external users. If option 5.1 has not been ticked, the intellectual property (hereinafter referred to as the IP) created during the provision of open access services shall be distributed as follows (please tick):			

<input type="checkbox"/> All the IP created during the provision of the open access service goes to the Client and the University may not use the IP for any purpose. <input type="checkbox"/> All the IP created during the provision of the open access service goes to the Client and the University may use the IP for scientific and academic purposes. <input type="checkbox"/> The IP created during the provision of the open access service is shared between the Client and the University in the following proportions: -% to the Client, -% to the University. <input type="checkbox"/> In accordance with the Agreement (<i>specify date and number</i>): <i>* All the IP created by internal users belongs to the University in accordance with the University's intellectual property management regulations.</i>			
6. By when would you want to get the results of open access services? For how long would you like to receive open access services?			
7. Equipment, materials, samples, software provided by the Client			
N o.	Materials, equipment, means (<i>exact name</i>)	Quantity (<i>hours of use</i>)	Method, purpose and restrictions of use
8. Other provisions. We hereby certify that (<i>please tick</i>):			
<input type="checkbox"/> the course and (or) results of the planned research and (or) experiments do not pose any threat to the state, society, individuals and (or) the environment, it will be carried out in accordance with the law of the Republic of Lithuania, and all the necessary permits from respective controlling institutions have been obtained; <input type="checkbox"/> we undertake not to disclose, transfer or otherwise pass on any confidential information owned by the University and received during the provision of the service, unless otherwise provided by the law of the Republic of Lithuania; <input type="checkbox"/> we understand that should any damage be done to open access resources as a result of us performing research on our own, we will have to remunerate the damage; <input type="checkbox"/> we have provided the correct information in the application; <input type="checkbox"/> we have read and agree with Vilnius University General Terms and Conditions for Open Access to Resources and Service of Research and (Social, Cultural) Development Infrastructure (hereinafter – the Terms and Conditions), and we understand that by submitting the Application we hereby agree that an open access service agreement should be concluded in line with the procedure discussed in the Terms and Conditions, and that the Terms and Conditions as such shall be an integral part of the agreement.			
9. Qualification of the Client's personnel who will work with open access resources			
<i>(If operations with open access equipment will be performed by the Client's representatives, please provide information on the qualification of the Client's personnel working with open access resources, i.e. names, degrees, work and research experience of specific individuals to allow the open access administrator to assess the ability of the Client's representatives to perform the necessary work independently.)</i>			
10. Other relevant information			

Authorized representative of the Client

(*Name of organization*)

(*Signature*)

(*Name and surname*)

(Decision on the Application Form)

VILNIUS UNIVERSITY

DECISION ON THE APPLICATION

.../.../20... No.
Vilnius

1. Compliance with general requirements:

Criterion	Evaluation			Explanation
	Yes	No	Additional information required	
Is it possible to attain the objectives of the research and / or experiment with the selected open access resources?				
Is the scientific competence of the staff of the applicant as a natural or legal person or that of persons acting under their authorisation sufficient to use open access resources independently?				
Does the work covered by the application relate to ethical issues that require additional attention?				
Does the work covered by the application relate to any IP issues that require additional attention?				
Is the work covered by the application safe for the environment and open access resources?				

2. Conclusions:

Open access services to be provided to the Client:

- 2.1. Open access to open access resources without the assistance of University staff
- 2.2. Open access to open access resources with the participation of University staff
- 2.3. Open access services provided by University staff using open access resources
- 2.4. Training services to teach how to use open access equipment
- 2.5. Planning a research or experiment and interpreting the results
- 2.6. Expert advice
- 2.7. The optimal option chosen by the University's specialists by taking into account the aims and objectives of the research and the Client's competence
- 2.8. In accordance with the Agreement (*specify date and number*):

***For external users. If option 2.1 has not been ticked**, the intellectual property (hereinafter referred to as the IP) created during the provision of open access services shall be distributed as follows (*tick*):

- All the IP created during the provision of the open access service goes to the Client and the University may not use the IP for any purpose.
- All the IP created during the provision of the open access service goes to the Client and the University may use the IP for scientific and academic purposes.
- The IP created during the provision of the open access service is shared between the Client and the University in the following proportions: -% to the Client, -% to the University.
- In accordance with the Agreement (*specify date and number*):

** All the IP created by internal users belongs to the University in accordance with the University's intellectual property regulations.*

Reasons to be specified if the decision does not comply with Point 5 of the Application:
Preliminary composition and price of the open access services (EUR)
Person responsible for the provision of the service (name, surname, email, telephone)

3. Final conclusion:

Decision on the Application:
<input type="checkbox"/> Application has been granted. Observer / consultant appointed:
<input type="checkbox"/> Application has been granted on the following condition: Observer / consultant appointed:
<input type="checkbox"/> Application has been rejected. Reasons:
<input type="checkbox"/> Application has been postponed. The following additional information is required:
End date for the receipt of services <i>(in case of a decision to grant the Application in full or in part, the time limit within which the services must be provided or the date by which the services must be provided shall be specified):</i>

Head of Open Access Management Committee

(Position)

(Signature) (date)

(Name and surname)

Person responsible for the performance of the service

(Position)

(Signature) (date)

(Name and surname)

(Open Access Services Acceptance-Transfer Deed Form)

VILNIUS UNIVERSITY

OPEN ACCESS SERVICES ACCEPTANCE-TRANSFER DEED

.../.../20... No.
Vilnius

Vilnius University with its registered office located at Universiteto St. 3, 01513 Vilnius, legal entity code 211950810, represented by Vilnius University (*position, name and surname*), acting under Decree No. R -... "....." of the Rector of Vilnius University dated 20..., (hereinafter – the **University**), and (*name of legal entity*), with its registered office located at, legal entity code, represented by (*position, name and surname*), acting in accordance with (*basis of representation*), (hereinafter – the **Client**),

or

..... (name, surname, personal identification code, address of residence of a natural person) (hereinafter – the Client),

hereinafter collectively referred to as the Parties and individually as the Party, pursuant to the Open Access Services Agreement concluded between the parties (hereinafter – the Agreement) following Application No. submitted on .../.../20... and the Decision on Application No. of .../.../20... and (*specify other conditions agreed between the Parties in accordance with the established procedure*), concluded the following acceptance-transfer deed of services, pursuant to which:

1. The **University** hereby transfers and the **Client** accepts the following services provided under the Agreement (specify the services provided, results obtained, reports transferred, etc.):

- a.;
- b.;
- c.

2. The **Client** hereby confirms that the services have been provided in due time and properly and meet all the requirements provided for in the Agreement. The **Client** has no claims regarding the quality of the provided services.

3. The parties hereby confirm that the intellectual property created at the time of the provision of the service, namely (*specify the intellectual property that has been created*) is owned (shared) by (Point 5 of the Application, Point 2 of the Decision on the Application).

4. The parties hereby confirm that no damage was caused to open access resources (*applicable in cases of independent handling of equipment*).

5. Within 30 days from the date of signing this acceptance-transfer deed, the **Client** undertakes to pay ... (amount in figures) EUR (..... (amount in words) EUR ... ct), including VAT, to the **University's** bank account based on respective invoice issued by the **University**.

6. This Acceptance-Transfer Deed has been drawn up in 2 copies, one for each Party.

Transferred by
Vilnius University
(Position)

(Signature)

(Name and surname)

Accepted by
[Company name]
(Position)

(Signature)

(Name and surname)