

GENERAL CONDITIONS FOR OPEN ACCESS TO SCIENTIFIC RESEARCH AND EXPERIMENTAL (SOCIAL, CULTURAL) DEVELOPMENT INFRASTRUCTURE RESOURCES AND THE PROVISION OF SERVICES AT VILNIUS UNIVERSITY

CHAPTER I GENERAL PROVISIONS

1. The General Conditions for Open Access to Scientific Research and Experimental (Social, Cultural) Development Infrastructure Resources and the Provision of Services at Vilnius University (hereinafter the 'Conditions') shall apply to all open access to scientific research and experimental (social, cultural) development (hereinafter the 'SR&ED') infrastructure resources and services (hereinafter the 'open access resources and services') as well as govern the relations between the University and the receivers of open access services provided by it, and is an integral part of open access services provision agreement concluded between the University and the receivers of open access services.

2. The terms used in the Conditions:

2.1. **Commissioning Person** – a natural or legal person, or a unit of the University commissioning services.

2.2. **Receiver of Services** – the Commissioning Person or a natural person indicated by the Commissioning Person responsible for the implementation of the agreement on the Commissioning Person's part.

2.3. **Application** – an application submitted by the Commissioning Person to receive open access services.

2.4. **Decision on the Application** – the decision of the Rector of the University (hereinafter the 'Rector') or their authorised person or group on the Application submitted by the Commissioning Person.

2.5. **Open Access Services Transfer-Acceptance Act** – a transfer-acceptance of services act signed by the University, the Commissioning Person and the Receiver of Services via which the results of services provided in accordance with the Agreement are transferred.

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

2.7. **Service Rates** – the rates of provided open access services approved by the Rector and published on the University's website.

2.8. **Confidential Information** – information belonging to the University or the Commissioning Person that was disclosed to the other party during the provision of services and which has value because it is not known to third parties and it cannot be freely accessible to them about the products, or parts thereof, of the University's intellectual activities, the research carried out and/or their results as well as any other data related to the activities carried out.

2.9. **Agreement** – an agreement on the provision of open access services concluded between the Commissioning Person and the University following the procedure established in the Conditions. When the Commissioning Person is a unit of the University, the Agreement shall be considered an internal commission and the provisions of the Agreement shall apply *mutatis mutandis*.

3. The Conditions may be amended by an order of the Rector. For Applications that were already submitted or the services that had already begun to be provided, the amendments to the Conditions shall only apply to them if the Commissioning Person was informed of them and agreed to them.

CHAPTER II CONCLUSION OF THE AGREEMENT

4. The Agreement shall be concluded in writing after the open access management group of a core academic unit or branch academic units makes a decision to approve the Application submitted by the Commissioning Person and all the other documents provided for in the Conditions that are necessary for the conclusion of the Agreement are drafted and signed.

5. The negotiations on the conclusion of the Agreement may be carried out via email; however, the submission of documents specified in Item 4 of the Conditions shall be deemed proper if both parties exchange the originals of these documents or transfer them via email or other telecommunications terminal equipment if encryption is ensured and the signature can be identified.

6. Each party to the Agreement shall be responsible that the information they provide via electronic means as well as in documents and their annexes is correct and corresponds to the true will of the submitting party.

7. In the event that, due to the complex nature of the service provided, the subject-matter of the Agreement is an agreement to carry out scientific research, pilot, construction, or technological works, such Agreement shall be subject to the provisions of Chapter 34 of Book 6 of the Civil Code of the Republic of Lithuania.

8. The Agreement shall be deemed concluded if all of the following conditions are fulfilled:

8.1. the Commissioning Person has submitted a signed commission – an Application to Receive Open Access Services or Resources (Annex 1);

8.2. the open access management group of a core academic unit or a branch academic unit of the University has approved the commission (Application) by adopting a Decision on the Application (Annex 2);

8.3. the Commissioning Person has confirmed the commission.

CHAPTER III IMPLEMENTATION OF THE AGREEMENT

9. The Commissioning Person shall provide the University with all samples, materials, information data, and other means relevant to the provision of services indicated in Item 7 of the Application (Annex 1) before the agreed-upon date of service provision unless agreed upon otherwise. The Commissioning Person shall be responsible for ensuring that during the provision of means indicated in Item 7 of the Application, the rights and legitimate interests of third parties are not violated.

10. The result of services shall be transferred to the Commissioning Person by signing an Open Access Services Transfer-Acceptance Act. The Open Access Services Transfer-Acceptance Act shall be signed by both parties within 10 (ten) working days from the last day of open access services provision. If the duration of the commissioned open access services exceeds 3 (three) months, interim Open Access Services Transfer-Acceptance Acts may be signed.

11. If the commission exceeds EUR 1,000 (one thousand), the University shall have the right to receive an advance payment. The need for and the size of an advance payment shall be determined in Item 2 of the Decision on the Application (Annex 2).

12. The Commissioning Person shall pay for the services provided within 30 (thirty) days from the invoice's date of issue.

13. If any of the parties wish to amend the conditions of the Agreement after an affirmative Decision on the Application, it shall inform the other party 5 (five) working days in advance and receive written consent from the other party on the amendments to the Agreement or documents related to it.

14. The open access administrator indicated in the Decision on the Application shall be responsible for the implementation of the Agreement on the University's part.

15. Confidential Information belonging to the other party to the agreement shall be kept secret. A party that has disclosed Confidential Information shall be held responsible for it and indemnify the affected party for the losses incurred in accordance with the procedure established by legal acts of the Republic of Lithuania. The provisions of this Item of the Conditions shall not apply when the disclosure

of Confidential Information is obligatory in accordance with the legal acts of the Republic of Lithuania or when written consent from the owner of such information to disclose it or use it in other ways.

16. The Commissioning Person and the Receiver of Services shall be held jointly and severally liable for losses caused by them.

17. The University shall only be held liable for direct losses incurred by the Commissioning Person resulting from the University's fault, not exceeding the value of services provided according to the Agreement. The University shall not be held liable for the Commissioning Person's losses that are incurred due to the fact that it becomes clear during the implementation of the scientific research works that the expected results are impossible to be achieved due to circumstances out of the service provider's control.

18. The University shall not be held liable to third parties due to the Commissioning Person or the Receiver of Services breaching the rights and legitimate interests of third parties when providing the University with means detailed in Item 7 of the Application.

19. Any party to the agreement shall not be held liable for negative consequences resulting from *force majeure* provided that these circumstances and the actions of the party after they emerge are in line with the criteria and procedure provided for in Article 6(212) of the Civil Code.

CHAPTER IV VALIDITY, AMENDMENTS AND TERMINATION OF THE AGREEMENT

20. The Agreement shall enter into force after accepting the commission for implementation and remain valid until full implementation of obligations of the parties.

21. The Agreement shall be amended following the same procedure as it is concluded. Any agreement on the amendment to the Agreement shall be an integral part of the Agreement.

22. The Agreement may be terminated by mutual agreement of the parties.

23. The Agreement may be terminated unilaterally:

23.1. the University may terminate the Agreement unilaterally if:

23.1.1. the Commissioning Person does not comply with the conditions indicated in Item 8 of the Application;

23.1.2. the Commissioning Person does not provide the samples, materials, information, data, etc. indicated in Item 8 of the Application in the time agreed;

23.1.3. the Commissioning Person does not arrive to the place of open access service provision to carry out research at the time specified in Item 3 of the Decision on the Application, when a 2(1), 2(2), 2(4) or 2(7) open access service provision variant is indicated in the Decision on the Application, or in other cases agreed upon by both parties;

23.2. the Commissioning Person may terminate the Agreement unilaterally if the University delays the provision of services for more than 30 (thirty) days starting from the date indicated in Item 3 of the Decision on the Application.

CHAPTER V FINAL PROVISIONS

24. Upon an agreement between the Commissioning Person and the University, taking into account the complexity of the open access service needed by the Commissioning Person, the Agreement may be concluded by establishing other general and special Agreement conditions than those provided in these Conditions.

Annex 1 to
the General Conditions for Open Access to Scientific Research and
Experimental (Social, Cultural) Development Infrastructure Resources
and the Provision of Services at Vilnius University

(Application form for receiving open access services or resources)

APPLICATION TO RECEIVE OPEN ACCESS SERVICES OR RESOURCES

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

1. Commissioning Person:			
1.1. Details of a natural or legal person or a unit of Vilnius University			
Title / full name		VAT identification number:	
Legal entity code		Phone:	
Address:		Email:	
1.2. Commissioning Person's status (indicate)			
<input type="checkbox"/> Vilnius University <input type="checkbox"/> Other research and studies institution <input type="checkbox"/> A small or a very small enterprise established less than 12 months ago (date of establishment (indicate):) <input type="checkbox"/> A small or a very small enterprise whose stakeholders or shareholders are scientists and/or other researchers of Vilnius University and that develops the SR&ED-based solutions created by Vilnius University <input type="checkbox"/> Other business entity <input type="checkbox"/> Other (indicate):			
2. The required open access service or resource and the estimated duration for using it			
Row No.	The unit of the University	Service or equipment (<i>exact name</i>)	Time period needed, in hours (<i>if known</i>)
3. Other services and/or conditions necessary for the scientific research and/or experiment			
4. Description of the research and/or experiment planned to be conducted (aim, objectives, outcomes sought)			
5. Required form of open access services (indicate)			
<input type="checkbox"/> 5.1. Open access to resources without help from the University's personnel <input type="checkbox"/> 5.2. Open access to resources with participation of the University's personnel <input type="checkbox"/> 5.3. Open access service provided by the University's personnel using open access resources <input type="checkbox"/> 5.4. Training service to work with open access equipment; <input type="checkbox"/> 5.5. Planning of a scientific research or experiment and the interpretation of results <input type="checkbox"/> 5.6. Expert consultation <input type="checkbox"/> 5.7. Optimal option determined by the University's specialists, taking into account the aim and objectives of the research and the competency of the Commissioning Person <input type="checkbox"/> 5.8. According to the agreement (<i>indicate date and number</i>):			
If an option other than 5(1) is indicated in the case of external users* , the intellectual property (hereinafter the 'IP') created during the provision of open access service shall be distributed as follows (<i>indicate</i>):			

- The ownership of all the IP created during the provision of open access service is transferred to the Commissioning Person, the University shall not use the IP for any purpose
 - The ownership of all the IP created during the provision of open access service is transferred to the Commissioning Person, the University may use the IP for scientific and academic purposes
 - The ownership of the IP created during the provision of open access service is distributed between the Commissioning Person and the University in the following proportion: per cent to the Commissioning person, per cent to the University
 - According to the agreement (*indicate date and number*):
- *All IP created by internal users belongs to the University in accordance with the Intellectual Property Management Regulations of the University.*

6. By when do you wish to receive the results of the open access services? Indicate the desired duration of the open access services provision.

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7. The equipment, materials, samples, software provided by the Commissioning Person

Row No.	Materials, equipment, means (<i>exact name</i>)	Amount (<i>hours of use</i>)	Usage mode, aim and restrictions

8. Other conditions. We confirm that (*indicate*):

- the progress and/or outcome of the planned scientific research and/or experiments pose no threat to the State, society, individuals and/or environment, will be conducted in accordance with the legal acts of the Republic of Lithuania, and all the required permits from the supervisory authorities to conduct particular research are obtained;
- we undertake not to disclose, transfer or otherwise provide to third parties the Confidential Information that belongs to the University and was obtained during the provision of services unless otherwise provided for in the legal acts of the Republic of Lithuania;
- we understand that we will have to compensate for any damage we cause to open access resources when conducting research independently;
- the information we have provided in the Application is correct;
- we have familiarised ourselves with the General Conditions for Open Access to Scientific Research and Experimental (Social, Cultural) Development Infrastructure Resources and the Provision of Services at Vilnius University (hereinafter the ‘Conditions’) and we agree with them; we also understand that by submitting the Application, we agree to the open access services provision agreement being concluded following the procedure detailed in the Conditions and to the fact that the Conditions are an integral part of the agreement concluded.

9. Qualifications of the Commissioning Person’s personnel that will be working with open access resources

(In the event that works with the open access equipment will be carried out by representatives of the Commissioning Person, provide information on the qualifications of the Commissioning Person’s personnel that will be working with open access resources – full names, scientific degrees, and work and scientific activities’ experience of specific persons that would allow the open access administrator to evaluate the abilities of the Commissioning person’s representatives to carry out works independently.)

10. Other relevant information

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Representative authorised by the Commissioning Person

(Organisation name)

(signature)

(full name)

Annex 2 to

the General Conditions for Open Access to
Scientific Research and Experimental (Social,
Cultural) Development Infrastructure Resources
and the Provision of Services at Vilnius
University

(Form for decision on the application)

VILNIUS UNIVERSITY

DECISION ON THE APPLICATION

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

1. Compliance with the general requirements:

Criterion	Evaluation			Explanation
	Yes	No	Additional information necessary	
Is it possible to fulfil the objectives pursued by the scientific research and/or experiment with the chosen open access resources?				
Does the natural person or the legal person who submitted the Application, their employees or acting persons authorised by them have sufficient scientific competency to use the open access resources independently?				
Are the works provided for in the Application connected to ethical issues that require additional attention?				
Are the works provided for in the Application connected to IP issues that require additional attention?				
Are the works provided for in the Application safe to the environment and open access resources?				

2. Conclusions:

<p>Open access services available for provision to the Commissioning Person:</p> <p><input type="checkbox"/> 2.1. Open access to open access resources without help from the University's personnel</p> <p><input type="checkbox"/> 2.2. Open access to open access resources with participation of the University's personnel</p> <p><input type="checkbox"/> 2.3. Open access service provided by the University's personnel using open access resources</p> <p><input type="checkbox"/> 2.4. Training service to work with open access equipment;</p> <p><input type="checkbox"/> 2.5. Planning of a scientific research or experiment and the interpretation of results</p> <p><input type="checkbox"/> 2.6. Expert consultation</p> <p><input type="checkbox"/> 2.7. Optimal option determined by the University's specialists, taking into account the aim and objectives of the research and the competency of the Commissioning Person</p> <p><input type="checkbox"/> 2.8. According to the agreement (<i>indicate date and number</i>):</p>
<p>If an option other than 2(1) is indicated in the case of external users*, the intellectual property (hereinafter the 'IP') created during the provision of open access service shall be distributed as follows:</p> <p><input type="checkbox"/> The ownership of all the IP created during the provision of open access service is transferred to the Commissioning Person, the University shall not use the IP for any purpose</p> <p><input type="checkbox"/> The ownership of all the IP created during the provision of open access service is transferred to the Commissioning Person, the University may use the IP for scientific and academic purposes</p> <p><input type="checkbox"/> The ownership of the IP created during the provision of open access service is distributed between the Commissioning Person and the University in the following proportion: per cent to the Commissioning Person, per cent to the University</p> <p><input type="checkbox"/> According to the agreement (<i>indicate date and number</i>):</p>

**All IP created by internal users belongs to the University in accordance with the Intellectual Property Management Regulations of the University.*

Reasons, if the decision does not meet Item 5 of the Application:

Preliminary composition and price (in EUR) of open access services

Person responsible for service provision (full name, email, phone)

3. Final conclusion:

Decision on the Application:

- To approve the Application.
To assign the following as the monitoring person/consultant:

- To approve the Application with a condition:
To assign the following as the monitoring person/consultant:

- Not to approve the Application.
Reasons:

- To postpone the Application.
Additional information necessary about

The term of services provision *(if the decision is taken to approve the Application in full or in part, the term shall be set during which the services shall be provided or the date until which the services shall be provided):*

Head of the Open Access Management Committee

(Position)

(Signature) (date)

(Full name)

Person responsible for service provision

(Position)

(Signature) (date)

(Full name)

Annex 3 to
the General Conditions for Open Access to Scientific
Research and Experimental (Social, Cultural) Development
Infrastructure Resources and the Provision of Services at
Vilnius University

(Form for an open access services transfer-acceptance act)

VILNIUS UNIVERSITY

OPEN ACCESS SERVICES TRANSFER-ACCEPTANCE ACT

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

Vilnius

Vilnius University, the address of the head office Universiteto g. 3, 01513 Vilnius, legal entity code 211950810, represented by (*full name, title of position*) of Vilnius University, acting pursuant to Order of the Rector of Vilnius University No. R- of 20... “.....”, (hereinafter the –‘**University**’), and (*legal entity name*), the address of the head office, legal entity code, represented by (*full name, title of position*), acting pursuant to (*basis of representation*), (hereinafter the –‘**Commissioning Person**’),

or

.....(*full name of a natural person, personal identification number, address of residence*) (hereinafter the –‘**Commissioning Person**’),

hereinafter collectively the ‘Parties’ and each individually – a ‘Party’,

in accordance with open access services provision agreement (hereinafter the ‘Agreement’) concluded between the parties pursuant to Application No. submitted on20.... and Decision on the Application No. of20.... as well as (*indicate other conditions agreed upon by the Parties in accordance with the established procedure*), have concluded this services transfer-acceptance act, according to which:

1. the **University** shall transfer and the **Commissioning Person** shall accept the following services provided in accordance with the Agreement (*indicate the services provided, the results achieved, the reports transferred, etc.*):

- a.;
- b.;
- c.

2. the **Commissioning Person** hereby confirms that the services were provided timely and properly as well as meet all the requirements set out in the Agreement. The **Commissioning Person** raises no claims to the quality of the services provided.

3. The Parties confirm that during the provision of services, the following intellectual property was created (*indicate the specific intellectual property that was created*)... .., the ownership of which shall belong to (be shared by) accordingly (Item 5 of the Application, Item 2 of the Decision on the Application).

4. The Parties confirm that no damage was done to the open access resources (*applicable when the equipment was used independently*).

5. Within 30 days from signing this transfer-acceptance act, the **Commissioning Person** undertakes to pay EUR ... (*amount in words*) (EUR (*amount in words*) ct ...), VAT included, to the **University’s** bank account on the basis of an invoice issued by the **University**.

6. This transfer-acceptance act is concluded in two copies, one for each of the Parties.

Transferred by
of Vilnius University
(*Full name*)

(*Signature*)

(*Title of position*)

Accepted by
[Entity name]
(Full name)

(Signature)

(Title of position)