

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.
