

**THE RULES FOR PREPARATION, CONCLUSION,
REGISTRATION, AND STORAGE OF COPYRIGHT
AGREEMENTS OF VILNIUS UNIVERSITY**

I. GENERAL PROVISIONS

1. The Rules for Preparation, Conclusion, Registration, and Storage of Copyright Agreements of Vilnius University (hereinafter the 'Rules') regulate the requirements for the preparation, conclusion, registration, and storage of copyright agreements at Vilnius University.
2. These Rules are subject to the provisions laid down in Chapters I and IV of the Procedure for Preparation, Conclusion, Registration, and Storage of Agreements of Vilnius University (Order of the Rector No. R-67 of 20 April 2004).
3. These Rules have been prepared in accordance with the Republic of Lithuania Law on Copyright and Related Rights (hereinafter the 'Law'), the Republic of Lithuania Law on Public Procurement and are applicable at Vilnius University (hereinafter the 'University') when concluding copyright agreements.
4. A copyright agreement is concluded for transferring economic rights in works, which are the subject matter of copyright, to the University. Copyright agreements are concluded with employees of the University if the creation of works to which economic rights are transferred is not included in the job functions of employees provided for in employment contracts, job descriptions or other internal legal acts of the University.
5. An object of a copyright agreement is considered author's work regardless of the source of funds from which author's remuneration is paid.
6. The author of a work created in performing job functions is a natural person or a group of natural persons who have created the work. Author's economic rights in work created by an employee in performing their job functions, except for computer programmes, is transferred to the employer for two years unless otherwise provided for in the agreement. Author's economic rights in a computer programme developed by an employee in performing their job functions shall belong to the employer for an unlimited time unless otherwise provided for in the agreement.

II. SUBJECT MATTER AND OWNERS OF COPYRIGHT

7. The subject matter of copyright shall include original literary, scientific and artistic works which are the result of creative activities of an author, whatever may be the objective form of their expression.
8. *Subject matter of copyright:*
 - 8.1. books, brochures, articles, diaries, and other literary works, whatever may be the form of their expression, including an electronic form, as well as computer programmes;
 - 8.2. speeches, lectures, sermons, and other oral works;
 - 8.3. written and verbal works of science (scientific lectures, studies, monographs, deductions, scientific projects and documented project material, as well as other works relative to science);
 - 8.4. dramatic, dramatico-musical, pantomime, choreographic and other works intended to be performed on the stage, theatrical productions, as well as scenarios and shooting scripts;
 - 8.5. musical works with or without accompanying words;
 - 8.6. audiovisual works (motion pictures, television films, television broadcasts, video films,

- diafilms, and other works expressed by cinematographic means), radiophonic works;
- 8.7. works of sculpture, painting and graphic art, monumental decorative art, other works of fine art and works of scenery;
 - 8.8. photographic works and other works created by a process analogous to photography;
 - 8.9. works of architecture (projects, designs, sketches, and models of buildings and other construction works, as well as completed buildings and other construction works);
 - 8.10. works of applied art and works not registered as industrial design;
 - 8.11. illustrations, maps, charts, projects of gardens and parks, sketches and three-dimensional works relative to geography, topography, and exact sciences;
 - 8.12. other works.
9. The subject matter of copyright shall also include the following:
- 9.1. derivative works created on the basis of other literary, scientific, or artistic works (translations, dramatisations, adaptations, annotations, reviews, essays, musical arrangements, static and interactive Internet homepages, and other derivative works);
 - 9.2. collections of works or compilations of data, databases (in machine readable form or other form), which, by reason of the selection or arrangement of their contents constitute the result of author's intellectual creations;
 - 9.3. unofficial translations of legal acts, official documents of administrative, legal, or regulative nature.
10. Copyright in derivative works and compilations shall apply without prejudice to the copyright in the work or works on the basis of which a derivative work has been created or a compilation has been made, and shall not extend to the data or material, which is not attributed to the subject matter of copyright, employed in the database.
11. *Works not attributed to the subject matter of copyright and not covered by copyright:*
- 11.1. ideas, procedures, processes, systems, methods of operation, concepts, principles, discoveries or mere data;
 - 11.2. legal acts, official documents of administrative, legal or regulative nature (decisions, rulings, regulations, norms, territorial planning and other official documents), as well as their official translations;
 - 11.3. official State symbols and insignia (flags, coat-of-arms, anthems, banknote designs, and other State symbols and insignia) the protection of which is regulated by other legal acts;
 - 11.4. officially registered drafts of legal acts;
 - 11.5. regular information reports on events;
 - 11.6. folklore works.
12. The author shall be the owner of copyright. The author shall be a natural person who has created a work.
13. When a work is created by two or more natural persons in joint creative endeavour, they shall be regarded as co-authors, irrespective of whether such a work constitutes a single unitary whole, or consists of parts, each of which has an autonomous meaning.
14. Mutual relations of the co-authors and their remuneration shall be determined by an agreement between them. In the absence of such an agreement, copyright in the joint work shall be exercised jointly by the co-authors, and the remuneration shall be divided among them in proportion to the creative contribution of each co-author.

III. AUTHOR'S RIGHTS

15. Authors' rights in literary, scientific, and artistic works commence from the creation of such works.
16. The author of a work, independently of their economic rights, even after the transfer of these rights to another person, shall have the following moral rights:
 - 16.1. the right to claim authorship of the work, by indicating the author's name in a prominent way on all the copies of a published work, and in connection with any other public use of the work (the right of authorship);

- 16.2. the right to claim or prevent the mention of the author's name in connection with any use of the work, or the right to claim that the work be disclosed to the public under a pseudonym (the right to the author's name);
- 16.3. the right to object to any distortion or other modification of a work or the title thereof, as well as to any derogatory action in relation thereto which would be prejudicial to the author's honour or reputation (the right to the inviolability of a work).
17. The author's moral rights shall not be subject to transfer to other persons.
18. The author shall have the exclusive rights to authorise or to prohibit any of the following acts (economic rights):
 - 18.1. reproduction of a work in any form or by any means;
 - 18.2. publication of a work;
 - 18.3. translation of a work;
 - 18.4. adaptation, arrangement, dramatisation or other transformation of a work;
 - 18.5. distribution of the original or copies of a work to the public by sale, rental, lending, or by any other transfer of ownership or possession, as well as by importing and exporting;
 - 18.6. public display of the original or copies of a work;
 - 18.7. public performance of a work in any form or by any means;
 - 18.8. broadcasting, retransmission of a work, as well as communication to the public of a work in any other way, including the making available to the public of a work via computer networks (on the Internet).
19. Any mode of the exploitation of the original of a work or its copies without the permission of the author, their successor in title or the person duly authorised by them shall be considered illegal (with the exception of the cases provided for in laws or a copyright agreement).
20. The author or any other owner of copyright may notify the public about their rights by using the copyright notice. It shall consist of the following three elements: the letter C in a circle or circular brackets, followed by the name of the author or any other owner of copyright (title), and the year of the first publication of the work.
21. The economic rights of authors may also be transferred to the University under an agreement and in another manner prescribed by law.
22. The transfer of authors' economic rights may be total or partial, reimbursable or non-reimbursable.
23. Author's economic rights in collective works (such as encyclopaedias, encyclopaedic dictionaries, periodical scientific collections, newspapers, journals, and other collective works) shall vest in the natural or legal person on the initiative and under the direction of whom the work has been created.
24. The authors of the works incorporated in collective works shall retain exclusive rights to exploit their works independently of the use of the collective work, unless otherwise provided for in a copyright agreement.
25. The author of a computer programme shall be a natural person or a group of natural persons who have created the programme. A computer programme shall be protected under this Republic of Lithuania Law on Copyright and Related Rights, provided it is original. When establishing originality of a computer programme, criteria for quality or artistic value shall not be applied.

IV. COPYRIGHT AGREEMENTS

26. Agreements pertaining to the provision of editing, teaching, consulting, organisational and technical services or other services shall not be regarded as copyright agreements. Agreements the subject matter of which is not the transfer or granting of author's economic rights in a work shall not be regarded as copyright agreements.
27. Under a copyright agreement one party (an author or a holder of their rights) shall transfer or grant the authors' economic rights in a literary, scientific or artistic work or undertakes

to create in future a work stipulated in the agreement and to transfer or grant the other party (a successor in title or licensee) the authors' economic rights in the said work, and the other party shall undertake to use the work or to commence using it on the terms and conditions stipulated in the agreement and to pay a set remuneration, unless otherwise provided for in the agreement.

28. When concluding a copyright agreement relationship between the parties must be inherently different from the relationship between the employer and the employee, i.e. the relationship rising from a copyright agreement must not contain the features characteristic of employment relationships:

28.1. *author's work performed by the author is a part of the usual activities of the University; author's work is performed during working hours and used as a means for implementation of job functions;*

28.2. *author's work performed by the author according to the type features corresponds to the implementation of job functions, assignments provided for in the employment contract, job description, unit regulations or other internal legal acts;*

28.3. *agreement on remuneration, workplace, performed functions;*

28.4. *employer's obligations to comply with an internal work procedure;*

28.5. *subordination;*

28.6. *work discipline at the University is ensured by creating organisational and economic conditions for normal and efficient work (by providing equipment, making it available for use, cars, materials necessary to perform certain work, etc.);*

28.7. *works are performed regularly (continuously, repetitively);*

28.8. *training services provided to employees by the University if the outcome of such services may be used in providing author's services to the University itself;*

28.9. *other features (performance of legitimate assignments and instructions of the employer or supervisor, etc.).*

29. An author may transfer their economic rights to other persons under a copyright agreement on the transfer of rights, or grant them under a copyright licensing agreement (exclusive or non-exclusive licence). A licence shall be deemed to be exclusive only if the licensing agreement contains the words to that effect. A person to whom the author's economic rights are transferred shall be regarded as a successor in title of the author's economic rights.

30. A copyright agreement on the transfer of economic rights or copyright licensing agreement must stipulate the following conditions (Annex 1 – a sample form of a copyright agreement):

30.1. subject matter of a copyright agreement;

30.2. the title of a work (titles of the works by foreign authors shall also be indicated in the original language);

30.3. types of the authors' economic rights to be transferred or granted (mode of the exploitation of a work), a type of the licence (an exclusive or non-exclusive licence);

30.4. conditions and requirements for a work;

30.5. an objective form in which the work is being transferred to the customer and transfer deadlines;

30.6. the territory covered;

30.7. the term of validity;

30.8. the amount of remuneration, the procedure and terms of payment and the source of funds;

30.9. dispute settlement procedure and liability of the parties;

30.10. other conditions of the agreement essential to the parties.

31. If all author's economic rights are transferred under a copyright agreement, it shall be considered that such rights are transferred only for the modes of use of a work stipulated in the agreement.

32. If the modes of use of a work are not stipulated in a copyright agreement, it shall be considered that the copyright agreement is concluded only for those modes of use of the work necessary for the parties to achieve the purpose for which the agreement has been concluded.

33. Pursuant to the copyright agreement for a commissioned work, the author shall undertake to create a work corresponding to the requirements of the agreement, and to transfer the economic rights of authors in that work or to grant the right to use that work to the person commissioning the work by indicating the mode of the exploitation of the work, whereas the person commissioning the work shall undertake to pay the remuneration to the author established in the agreement, unless otherwise provided for by the agreement.
34. Copyright agreements for the transfer of economic rights, copyright licensing agreements and copyright agreements for commissioned works shall be concluded in writing.

V. AUTHOR'S REMUNERATION

35. The amount of author's remuneration payable under a copyright agreement shall be determined by an agreement between the parties.
36. Author's remuneration determined by the agreement shall be calculated as a lump sum. The parties to an agreement may provide for an advance payment of the whole or part of remuneration if they acknowledge that it will not be possible to create a work without an advance payment.
37. The amount of author's remuneration must be determined in a reasonable way and correspond to the actual value, relevance of the work created and the author's work in creating the work.

VI. PREPARATION, CONCLUSION AND PERFORMANCE OF COPYRIGHT AGREEMENTS

38. Heads of all core units, heads of branch units of the Central Administration, and project managers (hereinafter collectively the 'Initiators') shall have the right of initiative for the preparation and conclusion of copyright agreements at Vilnius University.
39. The Initiator of a copyright agreement prepares a Request for Concluding a Copyright Agreement (Annex 2) and submits it to the Commission for Conclusion of Copyright Agreements and Supervision of Performance of Copyright Agreements (hereinafter the 'Commission') formed by an order of the Rector. The request must be signed by the Initiator, author (when the Initiator and the author are different persons) and coordinated with the head of a respective unit.
40. If commissioning of an author's work is subject to the requirements of the Republic of Lithuania Law on Public Procurement, the procurement commission, approved upon a proposal of the head of a core unit and by an order of the Rector, shall perform all the necessary procurement procedures according to the procedure established at the University. Documents of a completed procurement procedure (procurement documents) must be approved by the Public Procurement Division of the Directorate of Legal and General Affairs. The copyright agreement shall not be concluded if public procurement procedures are not conducted or conducted improperly. *Commissioning of works is subject to the Republic of Lithuania Law on Public Procurement in all cases. The requirements of the Republic of Lithuania Law on Public Procurement shall not apply when purchasing research and development services, except for research and development services the benefit obtained from which is used to satisfy only the needs of the University activities and the full price of which is covered by the University.*
41. The Commission shall evaluate if:
 - 41.1. a work of intellectual activity specified in the request can be considered the subject matter of copyright under the Law;
 - 41.2. a creative work performed by the author and its outcome can be considered scientific, research or development services and can be used to satisfy the needs of the University activities;
 - 41.3. a creative work performed by the author and its outcome is not a part of the employee's

- job functions provided for in the employment contract, job description or other internal legal acts of the University; or if the job has been performed not upon the assignment of the employer or the supervisor;
- 41.4. commissioning of the author's work is subject to requirements of the Republic of Lithuania Law on Public Procurement;
 - 41.5. conditions and requirements for an author's work have been properly established;
 - 41.6. a previous copyright agreement for analogous work (creation of works) has been concluded;
 - 41.7. funds have been allocated for author's remuneration; if the source of funds has been properly indicated and coordinated with the head of a respective unit; if the amount of author's remuneration actually corresponds to the scope of work and working hours;
 - 41.8. an author's work will have a lasting value;
 - 41.9. decides if it should recommended for the Directorate of Finance and Economics to account for the created work according to its lasting value as fixed tangible or intangible assets in the bookkeeping of the University.
 42. Commission meetings shall be held twice per month except for cases when no new requests are received. The meetings shall be convened by the chairperson of the Commission.
 43. The Commission shall evaluate if the request for conclusion of a copyright agreement corresponds to the requirements specified in Item 40 of these Rules and decide on the conclusion of the copyright agreement. The minutes of meetings of the Commission shall be taken. The minutes (Annex 3) shall be taken by the secretary of the Commission who is appointed by the Rector upon the order specified in Item 39 of these Rules and signed by at least half of the members of the Commission (representatives of the Directorate of Finance and Economics and Directorate of Legal and General Affairs who have not attended the consideration of a request(s) shall set out their opinion in writing and attach it to the minutes). If a member of the Commission disagrees with the decision of the Commission to conclude a copyright agreement, the opinion of such member of the Commission may be set out separately and attached to the minutes.
 44. If the Commission decides not to conclude a copyright agreement, it shall provide motivated reasons for it in the minutes. The Initiators of the request for the conclusion of a copyright agreement wishing to get acquainted with the minutes shall apply to the secretary of the Commission. The secretary of the Commission shall be responsible for the storage of these minutes.
 45. The secretary of the Commission shall no later than within five working days inform the Initiator about the decision of the Commission. The Initiator, in case of a positive decision of the Commission and after the required public procurement procedures have been conducted, shall prepare a copyright agreement. Agreements shall be signed by the Rector of the University and if the amount of the agreement does not exceed LTL 3,000 (three thousand litas) – by respective Pro-Rectors supervising the area of the University activities. A copyright agreement shall be approved by the employee of the Legal Division of the Directorate of Legal and General Affairs. The documents of the public procurement procedure or their copies shall be enclosed with the agreement.
 46. A request for the conclusion of the copyright agreement must be enclosed with the copyright agreement. The agreement shall be registered with the Administration Office according to the Procedure for Preparation, Conclusion, Registration, and Storage of Agreements of Vilnius University (Order of the Rector No. R-67 of 20 April 2004).
 47. The head of a core academic unit of the University the funds of which are used to pay the author's remuneration shall supervise and control the performance of the copyright agreement.
 48. Upon the expiry of the copyright agreement, the author (a group of authors) shall transfer the created work to the commission for evaluation of performance of copyright agreements and acceptance of works formed by the head of the unit from the funds of

- which the author's remuneration is paid.
49. The commission for evaluation of performance of copyright agreements and acceptance of works shall evaluate if the work actually corresponds to the conditions and requirements established in the agreement.
 50. Once the commission for evaluation of performance of copyright agreements and acceptance of works evaluates the work, the Act of Evaluation and Transfer-Acceptance of a Work (Annex 4) shall be signed and shall be approved by the Rector or Pro-Rector who has signed the copyright agreement.
 51. The Transfer-Acceptance Act of a Work shall be transferred to the Administration Office of the University where it shall be enclosed with the copyright agreement and the copy of it shall be delivered to the Directorate of Finances and Economics.
 52. The transferred work shall be stored in accordance with the regulations of the copyright agreement and under the Procedure for Preparation, Conclusion, Registration, and Storage of Agreements of Vilnius University.
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COPYRIGHT AGREEMENT No. _____

..... (day) (month) 200.....
Vilnius

Vilnius University, the address of the head office Universiteto g. 3, LT-01513 Vilnius, the Republic of Lithuania, legal entity code 211950810, represented by _____, acting pursuant to the Statute of the University (hereinafter the '**Commissioning Person**'),

and

_____, residing _____, personal number _____, passport/personal ID card No. _____, passport was issued _____, (hereinafter the '**Author**'),

hereinafter collectively referred to as the '**Parties**' and each individually – a '**Party**', sign the present copyright agreement wherein they establish their rights, duties, and responsibility.

I. SUBJECT MATTER OF THE AGREEMENT

1. The subject matter of the agreement is the order of the Commissioning Person (their successor in title) and the Author's obligation to create a work and transfer their economic rights to the created work to the Commissioning Person in the territory of activity of the Commissioning Person for unlimited time.
2. Title of the work: _____ ;
(subject matter and its title)
3. The subject matter of the agreement (work) must meet the following requirements and conditions (integral parts of the work, formalisation requirements, language(s) in which it is submitted, requirements for the content, scope, parameters, dimensions, etc. of the work):
 - 3.1. _____ ;
 - 3.2. _____ ;
 - 3.3. _____ ;
 - 3.4. _____ .

II. OBLIGATIONS OF THE PARTIES TO THE AGREEMENT

4. The Author undertakes:
 - 4.1. to independently create a work titled – _____ ;
(subject matter and its title)
 - 4.2. to transfer the work to the Commissioning Person _____

(indicate the objective form in which the work should be transferred. E.g. printed written form and/or recorded in a magnetic or mechanic media, announced orally (delivery of lectures), etc.)
 - 4.3. to permit the Commissioning Person to use the work according to rights agreed upon in Item 7 of the agreement in the territory of the Republic of Lithuania for unlimited time;
 - 4.4. to transfer the work to the Commissioning Person under the Transfer-Acceptance Act of the Author's Work until _____..... (day) (month) 200.....
 - 4.5. to make adjustments to the work at their own expense if this is demanded by the Commissioning Person, by specifying the reason and the essence of adjustment. within the term indicated by the Commissioning Person. The term of the transfer-acceptance of the work under the Transfer-Acceptance of the Work Act shall be extended for the period during which the author must adjust their work. The Commissioning Person shall have the right to request the adjustment of the work only once;
 - 4.6. to permit the Commissioning Person to use the work for educational and research purposes;

- 4.7. not to transfer the economic rights of the Author to the work transferred to the Commissioning Person to the third parties without a written consent of the Commissioning Person;
- 4.8. to ensure that the work does not breach any rights and legitimate interests of other authors and persons.
5. The Commissioning Person undertakes:
 - 5.1. to form the commission for transfer-acceptance of the work and to obligate it to evaluate whether or not the author's work meets the requirements and conditions specified in Item 3 of this agreement. If the Commission establishes that the work does not meet the requirements or the author does not adjust or improperly adjusts the work in accordance to the procedure established in Item 4(5) of the agreement within the set term upon the Commission's request, the work shall not be accepted and the remuneration to the author shall not be paid;
 - 5.2. to accept the work from the Author in the form specified in Item 4(2) of the agreement;
 - 5.3. use the work only within the territory of the Republic of Lithuania;
 - 5.4. pay the remuneration to the Author within the terms established in the agreement, the total amount of which is _____ LTL, inclusive of 15
(amount in figures and words)
- per cent of the personal income tax. The Commissioning Person shall make deductions to the budget of the Republic of Lithuania from the amount of the author's remuneration.
- 5.5. Store the work transferred by the Author at .
(name of the unit where the work will be stored)

III. RIGHTS OF THE PARTIES TO THE CONTRACT

6. The Author shall have the following moral rights:
 - 6.1. the right to claim authorship of the work by indicating the Author's name on all the copies of a published work;
 - 6.2. the right to claim or prevent the mention of the Author's name or a pseudonym in connection with any use of the work by the Commissioning Person;
 - 6.3. the right to object to any change of the title of a work;
 - 6.4. the right to object to any derogatory action in relation thereto which would be prejudicial to the Author's honour, reputation or dignity;
 - 6.5. other rights established by laws of the Republic of Lithuania.
7. The Author shall have the following economic rights: *
 - 7.1. to permit the reproduction of a work in any form or by any means;
 - 7.2. to permit the adaptation or other transformation of a work;
 - 7.3. to permit the distribution of the original or copies of a work to the public by sale.
8. The Commissioning Person shall have the following rights: **
 - 8.1. to return a work for adjustment if it does not correspond to the requirements and conditions specified in Item 3 of the agreement;
 - 8.2. not to accept a work if the Author does not eliminate the specified inaccuracies;
 - 8.3. to use a work for educational and research purposes;
 - 8.4. to reproduce and distribute a work according to the procedure established by laws of the Republic of Lithuania;
 - 8.5. other rights provided for in laws of the Republic of Lithuania.

IV. SETTLEMENTS BETWEEN THE PARTIES

9. the payment of the author's remuneration is performed according to the following procedure:
 - 9.1. the author's remuneration specified in Item 5(4) of this agreement is paid to the Author after the Author submits a work in the form specified in Item 4(2) of this agreement in the location and at a time agreed by the Parties and signs the Transfer-Acceptance Act of the Author's Work.
 - 9.2. for a failure to transfer a work within the term specified in Item 4(4) and/or failure to follow the procedure for oral publication of the work agreed by the Parties or the breach thereof, the Commissioning Person shall deduct 10 per cent penalty from the amount of author's remuneration.
 - 9.3. The author's remuneration shall be paid into the personal bank account specified by the Author.

_____bank, c/a No. _____, after the deduction of mandatory taxes applicable under the applicable laws of the Republic of Lithuania;
9.4. the author's remuneration is paid from the Commissioning Person's _____.
(source of funds)

V. DISPUTE SETTLEMENT PROCEDURE AND LIABILITY

- 9. The Parties shall be responsible for proper performance of their obligations under this agreement.
- 10. The Parties shall examine and settle the disputes not provided for in this agreement under the laws of the Republic of Lithuania.
- 11. All disputes concerning the implementation of this agreement between the Parties shall be settled by negotiation. If the dispute cannot be resolved by negotiation, it shall be settled in accordance with the procedure provided for by the laws of the Republic of Lithuania.

VI. FORCE MAJEURE

- 12. The Parties shall not be held liable for full or partial non-performance of their obligations under this agreement if this is due to *force majeure*.
- 13. The Parties shall follow the Rules on the Exemption from Liability in Case of *Force Majeure* approved by Resolution of the Government of the Republic of Lithuania No. 840 of 15 July 1996.
- 14. The Party which cannot fulfil its obligations under the agreement due to *force majeure* must notify the other Party thereof no later than within five working days from the occurrence of *force majeure*.

VII. FINAL PROVISIONS

- 15. The agreement enters into force on the day of its signing and remains valid until full implementation of obligations of the Parties.
- 16. The Party wishing to terminate the agreement must notify the other Party in writing by providing reasoning for it no later than 15 working days before the end of the agreement (the day of signing the Transfer-Acceptance Act of a Work).
- 17. The Transfer-Acceptance Act of a Work is an integral part of this agreement.
- 18. All annexes, amendments and addenda to this agreement shall be valid if they are concluded in writing and signed by both Parties.
- 19. This agreement is made in two copies in Lithuanian of the same legal force, one copy for each Party to the agreement.

VIII. SIGNATURES AND DETAILS OF THE PARTIES

Commissioning Person:

(position, full name)

(signature
)

Author:

(full name)

(signature)

* ** the economic rights of the Author and the Commissioning Person specified in Items 7 and 8 may be amended and established if the Parties agree on them in each separate case.

REQUEST FOR CONCLUSION OF A COPYRIGHT AGREEMENT

(day) (month) 200 (year), Vilnius

I. Information on a work

Title of a work <i>(if a work is prepared in a foreign language, the title is indicated in the original language and in Lithuanian)</i>	
Type of the subject matter of a work <i>(according to Items 8–9 of the Rules)</i>	
Expression form of a work <i>(indicate the method of formalisation (transfer to the commissioning person): written, audio, graphic, recorded in electronic media, etc.)</i>	
Brief description of a work <i>(by indicating the novelty/originality of a work and the requirements applicable to the work: integral parts of the work, formalisation requirements, language(s) in which it is submitted, requirements for the content, scope, parameters, dimensions of the work, etc.)</i>	
Confirmation that no previous copyright agreement for analogous work was concluded	

II. Other information

Commencement of work: End of work:

Lay out the calendar plan of project works if the works will be performed in stages:

Entry No.	Title of the stage	Beginning	End

Gross amount of author's remuneration	
Gross amount of advance payment <i>(if provided for)</i>	

Source of funds for paying author's remuneration	
---	--

Place of storage of a work <i>(indicate the unit of the University)</i>	
---	--

Head of a core unit

Position	Full name	Signature	Date

Initiator

(where the initiator of a copyright agreement and the head of a core unit is a different person)

Position	Full name	Signature	Date

MINUTES NO.

of the Commission for Conclusion of Copyright Agreements and Supervision of Performance of Copyright Agreements formed by Order of the Rector of Vilnius University No. R- of February 2006 (day) (month) 200 (year), Vilnius

The Commission, having assessed _____

the data provided in a request for a work offered to be performed under a copyright agreement, established that:

- 1. the work _____ be considered the subject matter of copyright. (may or may not)
2. The application of the Republic of Lithuania Law on Public Procurement: _____

(if the requirements of the Republic of Lithuania Law on Public Procurement apply in a specific case and what are the reasons for it. If the requirements of this law apply, indicate who has to perform the established procurement procedures)

- 3. The created work accounted for according to its lasting value (must be or must not be) in the bookkeeping of the University.
4. The funds for an author's remuneration are allocated from _____
5. The amount of author's remuneration offered in the request corresponds to the established scope of work.
6. All information provided by the Initiator in the Request for Conclusion of a Copyright Agreement is correct and approved by responsible employee(s). The Commission approves the conclusion of this copyright agreement.

Commission:

Chairperson _____
Secretary _____
Members _____

Separate opinion of a member of the Commission disagreeing with the opinion of the Commission:

**THE ACT OF THE COMMISSION FOR EVALUATION OF THE
PERFORMANCE OF COPYRIGHT AGREEMENTS AND TRANSFER-
ACCEPTANCE OF WORKS FORMED BY THE HEAD OF A UNIT THE
FUNDS OF WHICH ARE USED TO PAY AUTHOR’S REMUNERATION**

(day) (month) 200 (year),
Vilnius

The present Transfer-Acceptance Act of an Author’s Work is an integral annex
_____ to copyright agreement No. of (day) (month) 200 (year)

The present act confirms that:

The **Author** has created a work titled _____

1. The Author’s work corresponds to the requirements and conditions of copyright agreement No. _____,
and
the **Author** has implemented the conditions agreed under the above agreement on time.
2. The Commission for Transfer-Acceptance of an Author’s Work establishes that the work

_____ (whether a work has a lasting value, should be stored at the University and recorded (accounted for) as intellectual property)

3. LTL _____ () author’s remuneration
_____ is paid to the **Author** according to Items 5(4) and 9 of copyright agreement No.
4. The payment is performed from .

(source of funds)

Signatures of the Parties:

Commissioning Person:

Commission:

	Full name	Signature	Date
Chairperson			
Members			

Author:

(full name, date, and signature)



**THE DIRECTORATE OF LEGAL AND GENERAL AFFAIRS
OF VILNIUS UNIVERSITY**

To: heads of core units of Vilnius University, members of procurement commissions of core units of Vilnius University 14/3/2006 No. 12900-7

**ON THE EXPLANATION OF THE PROCEDURE FOR
THE IMPLEMENTATION OF PROCUREMENT
PROCEDURES OF AUTHOR'S SERVICES**

In implementing Order of the Rector of Vilnius University No. R-48 of 1/3/2006 (as subsequently amended by Order No. R-51) and in order to properly implement all procurement procedures related with the procurement of author's services and select appropriate methods of procurement, we hereby present you with an additional, more detailed explanation.

It should be noted that public procurement procedures in purchasing author's services may be performed only after the Commission for Conclusion of Copyright Agreements and Supervision of Performance of Copyright Agreements (see Order of the Rector No. R-48 of 1/3/2006) evaluates whether the request for conclusion of a copyright agreement meets the established requirements *and decides to conclude the copyright agreement*. As a result, conclusion of copyright agreements or implementation of procurement procedures of author's services on earlier dates than the dates when decisions of the commission are adopted is not possible and the requests received after the commencement of author's works shall not be considered.

Pursuant to Article 84 of the Republic of Lithuania Law on Public Procurement (hereinafter the 'Law') and also by taking into account the fact that author's services that are purchased by the University are usually classified as service group B specified in Appendix 2 to the Law, author's services must be purchased by applying simplified procurement methods. Simplified procurement is performed: in a simplified open procedure, simplified restricted procedure, negotiated simplified procedure with publication of a contract notice, negotiated simplified procedure without publication of a contract notice and by applying normal commercial practice.

In cases of procurement of author's services at the University, the negotiated simplified procedure without publication of a contract notice or the procurement procedure by applying normal commercial practice is usually used.

It should be noted that *in applying normal commercial practice* (see Order of the Rector No. 227 of 7/12/2004 "On the Approval of the Rules on Public Procurement of Vilnius University by Applying Normal Commercial Practice" and Order of the Rector No. R-77 of 26/4/2005 "On the Approval of the Regulation of Work of Commissions of Public Procurement by Applying Normal Commercial Practice of Vilnius University"), *simplified procurement may be performed if at least one of the following conditions is met:*

- 1) the procurement value of products or services is less than LTL 75 thousand and the value of works – LTL 300 thousand exclusive of a value added tax;
- 2) products and services are purchased by using the funds allocated for representation expenses.

Procurement according to a negotiated simplified procedure without publication of a contract notice may be performed if at least one of these conditions is met:

- 1) a simplified open or restricted procedure was not conducted as no requests or tenders had been received;
- 2) all tenders received in a simplified open or simplified restricted procedure did not meet the requirements of procurement documents or the prices offered were too high and unsuitable to the contracting authority and the terms of procurement are not substantially altered and all economic operators who have submitted tenders and fulfil minimum qualification requirements established by the contracting authority are invited to a negotiated simplified

- procedure without publication of a contract notice;
- 3) only a specific economic operator may supply the required products, provide services or perform works due to technical, artistic reasons or objective circumstances and there is no other alternative and this has to be reasoned;
 - 4) it is necessary, as a matter of extreme urgency brought about by events unforeseeable by the contracting authority, to procure products, services or works; however, this is not possible to be done in a simplified open procedure, simplified restricted procedure or simplified negotiated procedure with publication of a contract notice due to long procurement procedures and there is no other alternative. *The circumstances on which special urgency is based may not be attributable to the contracting authority;*
 - 5) when the contracting authority has procured products or services from a certain economic operator under a previous contract and established that an additional procurement is appropriate due to the compatibility with products in their possession and the services provided from a technical point of view, and, if previous procurements were effective, prices of products or services and other terms are not substantially altered and alternative procurement would be unsuitable due to technical incompatibility with previous procurements since the contracting authority, having procured products or services of different technical characteristics, would not be able to use previously procured products or services or would incur significant losses. If the price of additionally procured products or services exceeds 30 per cent of the previous price of procurement, the expertise must be carried out on the compatibility of technical characteristics of additionally procured products or services;

please note that the grounds for the presence of the specified terms under which the simplified negotiated procedure without publication of a contract notice can be applied must be clearly reflected in the minutes of simplified negotiation without publication of a contract notice.

Enclosed:

1. Sample forms of the minutes of simplified negotiated procedure without publication of a contract notice;
2. a sample form of the minutes of a survey of a procurement by applying normal commercial practice.

Yours faithfully

Director for Legal and General Affairs at VU Marius Zabielskas

VILNIUS UNIVERSITY

MINUTES No. 1 of (day) (month) 200 (year)
of the Simplified Negotiated Procedure Without Publication of a Contract
Notice of the Public Procurement Commission of a Unit formed by Order of
the Rector of VU R-

/ /200 Vilnius

Commission:

_____	_____
_____	_____
_____	_____
_____	_____

(full name) (signature)

Agenda: _____
(indicate what will be considered in the meeting, i.e. subject of procurement, reasons behind selection of the procurement method)

_____ (grounds), maximum price that the University can pay, approval of terms

Considered: _____
(the chairperson of the Commission or one of the members introduces the subject of procurement, features of procurement, amount of funds allocated for procurement,

_____ suggests the method of procurement and substantiates the reason for selecting it, suggests possible economic operator(s) who will be invited to negotiation and
_____ substantiates why specific economic operators were selected)

Decided:
1. (Text) _____
2. (Text) _____
3. (Text) _____

Secretary of the Commission _____
(position, full name) (signature, date)

Member of the Commission _____
(position, full name) (signature, date)

Member of the
Commission

(position, full name)

(signature, date)

Chairperson of the
Commission

(position, full name)

(signature, date)

VILNIUS UNIVERSITY

MINUTES No. 2 of (day) (month) 200 (year)
of the Simplified Negotiated Procedure Without Publication of a Contract
Notice of the Public Procurement Commission of a Unit formed by Order of
the Rector of VU R-

/ /200 Vilnius

Commission:

_____	_____
_____	_____
_____	_____
_____	_____

(full name) (signature)

Agenda: _____

(indicate what will be considered in the meeting, economic operator(s) invited to a negotiated procedure without publication of a contract notice,

_____ the maximum price of procurement is indicated, explanation whether the qualification of candidates meets
_____ the requirements, economic operator(s) are invited to introduce their tenders (sequence of submission of tenders))

Considered: _____

(The chairperson of the Commission or one of the members introduces the economic operators invited, each of the candidates introduces the tender, offers their

_____ price, the commission negotiates to achieve the best result. The negotiation is considered successful
_____ if there is at least one economic operator whose tender and the outcome of negotiation with them meet the
_____ requirements of the contracting authority)

DECIDED:

1. _____
(indicate the item to be voted upon, roll call vote)
2. _____
(indicate the item to be voted upon, roll call vote)

Secretary of the
Commission

_____	_____
(position, full name)	(signature, date)

Member of the
Commission

_____	_____
(position, full name)	(signature, date)

Member of the
Commission

_____	_____
(position, full name)	(signature, date)

Chairperson of the
Commission

(position, full name)

(signature, date)

COMPARATIVE PRICE TABLE

The title of the subject of procurement and brief description:

Commission:

(full name) (signature)

Method of survey of economic operators (oral survey, written survey) and the reasons for its selection:

Entry No.	Name of the economic operator	Address, phone, fax of the economic operator	Full name of the representative of the economic operator, position	Price of the subject of procurement LTL inclusive of VAT*
1.				
2.				
3.				
4.				
5.				

The economic operator recognised as the most suitable: _____
(exact name of the economic operator)

If fewer than three service providers were surveyed, please indicate the reasons for it:

Secretary of the
Commission

(position, full name)

(signature, date)

Member of the
Commission

(position, full name)

(signature, date)

Member of the
Commission

(position, full name)

(signature, date)

Chairperson of the
Commission

*in case of a written survey enclose all written (sent by mail, fax, etc.) tenders of economic operators.

**THE SCHEME OF THE PROCEDURE FOR CONCLUSION AND PERFORMANCE OF
COPYRIGHT AGREEMENTS AT VILNIUS
UNIVERSITY**

