DESCRIPTION OF THE PROCEDURE ON UPLOADING DOCUMENTS INTO THE LITHUANIAN ACADEMIC ELECTRONIC LIBRARY INFORMATION SYSTEM REPOSITORY

I.   General Provisions

1. The Description of the Procedure for Uploading Documents to the Repository of the Information System (hereinafter - the Description) of the Lithuanian Academic Electronic Library (hereinafter - eLABa) of ISM University of Management and Economics, UAB (hereinafter - eLABa processor) establishes the procedures and regulations for uploading electronic documents to eLABa , the correction and elimination of errors in metadata, uploaded documents, the rights and obligations of the persons involved in the uploading process.

2. The Description has been prepared in accordance with the Law on Science and Studies of the Republic of Lithuania, the Law on Libraries of the Republic of Lithuania, the Law on Copyright and Related Rights of the Republic of Lithuania, Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to and repealing Directive 95/46 / EC (General Data Protection Regulation), the Law on Legal Protection of Personal Data of the Republic of Lithuania, the Law on Management of State Information Resources of the Republic of Lithuania, the Information System of the Lithuanian Academic Electronic Library approved by the Minister of Education and Science on September 22, 2014 by order no. V-838, Security Regulations of the Information System of the Lithuanian Academic Electronic Library, approved by the Minister of Education and Science on September 22, 2014 order no. V-838 (hereinafter - the Regulations) and other legal acts.

3. The Description takes into account the European Commission Recommendation on Access to and Preservation of Scientific Information, approved on 25 April 2018, European Research Council Recommendations on Open Access to Scientific Publications and Research Data, approved on April 7, 2017.

4. Definitions of terms used in the Description:

Librarian is an employee appointed by the order of the eLABa processor, who participates in and supervises the process of uploading documents to eLABa and makes the final decision on the completeness of metadata and the suitability of documents for uploading to the eLABa repository.

Document (s) means the file (s) of an unpublished work or publication, including its individual elements, such as the content, abstract, annotation and appendix (-es) file (s) prepared for upload, uploaded and / or stored in the eLABa repository.

Embargo period is a temporary period, specified in the agreement with the publisher or in the license agreement between the author and the eLABa processor, or the eLABa processor, in months from the publication, defense of the thesis or uploading to the eLABa repository, during which public access to documents is restricted. If it is not possible to determine the specific date of publication of the work, the date of commencement of the embargo period shall be the first day of the following

month if the month of publication is known, or the first day of the following year if only the year of publication is known.

Incubation period is the period before the entry into force of the concluded license agreement, during which the co-authors of publications - members of other eLABa processors' communities and other eLABa processors, after receiving information about the concluded license agreement, may comment on its conclusion and conditions.

The registrar of the institution is an employee appointed by the order of the eLABa processor, who has the right to amend the approved description of the document for the purposes of accounting of science (art) work and study results.

The uploading author is a member of ISM University of Management and Economics community, who has created the work individually or with co-authors and represents them when implementing the rights and obligations provided for in the Description.

A person involved in the upload process is the uploading author, librarian, department registrar, or any other member of the ISM University of Management and Economics community who submits, uploads, makes, amends, or proposes to amend metadata records or otherwise processes documents.

A work is an original result of creative activity in the field of literature, research or art, which is specified in the eLABa document type classification.

License agreement is an agreement generated by eLABa tools between the uploading author (co-authors) and the eLABa processor, which agrees on the granting of copyright rights necessary for uploading and publishing the work in the eLABa system and other conditions for uploading and using the work documents.

Classifications of research fields and art fields are lists of research fields and art fields approved by the Minister of Education, Science and Sports of the Republic of Lithuania, which provide directions systematized according to research fields and art fields, giving individual names and codes of a research or art field.

List of study fields and groups of fields is a list of study field groups and study fields according to which studies in higher education institutions take place, approved by the Minister of Education, Science and Sports of the Republic of Lithuania.

Metadata is structured description of document attributes, properties, features, and so on.

An unpublished work is a work that is not a publication by its nature and purpose, but is listed in the eLABa document type classification. This concept includes study theses, unpublished doctoral dissertations, and works of doctoral students in arts.

The department registrar is an employee appointed by the order of the eLABa processor, who has the right to perform the initial description of the document and prepare reports in the eLABa system for performance accounting purposes.

Accepted manuscript (post print) is the final, peer-reviewed and revised copy of the text of a publication accepted by the publisher for publication.

Preprint submitted is a version of the manuscript submitted to the publisher prior to review and publication in research journals.

Published publication is a digital copy of a publication published by a publisher.

Attribution is ascription of the author of a publication or unpublished work to a research or study institution.

A publication is a published work that is listed in the eLABa document type classifier.

II.   General Requirements for Uploading Documents

5. Members of the eLABa processor community shall register the output of research (art) and study process in the eLABa repository and make them publicly available, without violating the rights of authors and other property rights holders.

6. Documents of publications and unpublished works specified in the eLABa document type classification will be uploaded to the eLABa repository and will be publicly available after the embargo period (if any). Documents may be stored without making them available to the public.

7. Students' final theses, dissertations and dissertation abstracts, doctoral theses uploaded in the eLABa repository shall be run through a text-matching programme.

8. The following shall not be placed in the eLABa repository:

8.1. documents disclosing confidential information, except where the confidential information has been removed from the document;

8.2. documents the uploading and / or publication of which would infringe the rights of the author (s), eLABa processor (s) or other copyright holders;

8.3. documents the uploading and / or publication of which would violate the rights of personal data subjects and / or privacy.

9. Persons involved in the upload process connect to the eLABa repository with a unique name and password, which cannot be passed on to other persons, and are authorized to work with the eLABa repository according to their rights (according to the role in the system). Any action performed after logging in with the name and password of a specific person involved in the upload process, including the electronic conclusion of the license agreement, is considered to have been performed by the person on whose behalf this action was performed by eLABa.

10. It is recommended that the author (co-authors) of the work, when signing the publishing agreement with the publisher, add a clause or sign an annex to the publishing agreement regarding the uploading of the publication to eLAB and making it available to the public.

11. The purpose of eLABa measures is to ensure that the same document, regardless of the number of co-authors or attribution, is uploaded to the eLABa repository only once. Co-authors are advised to agree in writing (if not specified in the publication) which fields of research / studies and their proportions will be assigned to the document / publication, how the contribution will be distributed (see Annex 1), the length of the embargo on access to uploaded documents and the level of access (if determined) who of the co-authors - members of the eLABa processor communities - will be the uploading author and will represent them on other issues important to them.

12. The author (s) is / are responsible for ensuring that the documents submitted for uploading to the eLABa repository do not infringe the copyrights of other persons, do not provide sensitive information or information to which the restrictions on publication established in the legal acts of the Republic of Lithuania apply.

III. Document Uploading Process

III.1. Requirements for Uploading Documents

13. The main document file shall be submitted in PDF format. At the request of the uploading author, the same basic document can be uploaded in other formats as an appendix.

14. Document metadata is the property of the eLABa processor. Public access to them is not subject to the embargo period.

15. The maximum duration of the embargo period is 12 months, unless otherwise provided by the publisher.

16. During the embargo period (if any), access to the uploaded documents is available in the following way:

16.1. documents are not available - in this case, the uploaded documents will be viewable only by the author / co-authors of those documents and employees of the institution with the status of eLABa processor authorized to process the data of the stored document;

16.2. the documents are available on the eLABa processor's intranet - in this case the documents will be available on the intranets of all eLABa processors who are assigned a document when entering the document.

17. Based on the entered metadata, eLABa forms a license agreement (Annex 2 or 3), which may be concluded electronically or in writing. A written contract formed by eLABa is concluded in cases when, for objective reasons, the contract cannot be concluded electronically.

18. A license agreement shall be concluded in all cases, except in cases when:

18.1. the document is licensed under a Creative Commons license, or another open type license that allows the work to be freely reproduced and made available to the public. In that case, the making available of the work to the public shall be accompanied by an indication of the license granted to it;

18.2. the property rights to the document belong to the eLABa processor.

19. The employees appointed by the eLABa Processor's, ISM University of Management and Economics Rector's order are authorized to enter into a license agreement on behalf of the eLABa processor.

20. Only the uploading author may enter into a license agreement on his own behalf or on behalf of the co-authors (if any).

21. Only the author or the librarian who uploads has the right to prepare the initial description of the document, upload the prepared document files, and to revise and adjust the prepared initial description prior to the approval of the data.

22. Only the librarian has the right to perform other actions when uploading documents and describing them in the eLABa repository, unless otherwise provided for in the Description.

23. The uploading author is responsible for the content and authenticity of the uploaded documents.

24. If, without infringement of the rights and legitimate interests of other persons, a document cannot be made public, it may be stored in the eLABa repository as follows:

24.1. described and stored without making it available to the public. The document uploaded for storage is not made public and is available only to the authors and co-authors who are users of eLABa, as well as to the employees of the institution with eLABa processor status, authorized to process data of the stored document, when the protected document has institutional attribution; it can be made available to research (art) output evaluation bodies. The author's (co-authors') consent should be granted for the document uploaded for storage. The author shall confirm by signing that he / she has read and agreed to the rules for uploading and use of non-public files (Appendix 5);

24.2. only described. In this case, no license agreement is concluded, and the uploading author shall provide the librarian of the eLABa processor the following: for the article - copies of the first and last pages, which contain a list and abstract of the cited literature; for a book - copies of both sides of the title page, subtitle, content and metrics; for printed conference proceedings or abstracts - copies of the title page of the publication (with publishing data), abstracts and the first and last page of the report. Copies shall be of high quality with clear and legible text.

III.2. Uploading Publications

25. The publication shall be uploaded in accordance with the procedure established in the Description.

26. It is recommended that the initial description of the publication be prepared and the documents uploaded to the eLABa repository no later than within 60 calendar days from the publication of the work. When describing a publication, for the purposes of accounting of research (artistic) output, the attribution can be specified up to the level of eLABa processor's departments.

27. If a license agreement (Annex 2) is to be concluded for a work, the process of uploading the publication shall be completed only after this agreement enters into force.

28. The main document file uploaded to the eLABa repository must be a manuscript accepted or a published publication. An accepted manuscript shall be uploaded only if, in accordance with the publisher's policy and the contract concluded with the publisher, the published publication cannot be made available for public access at all with or without an embargo period. Data on planned works and documents of these works are not uploaded to the eLABa repository.

29. Principles of publication attribution and allocation of contribution:

29.1. the publication is attributed to the author / co-authors according to the affiliation (s) indicated in the publication;

29.2. the publication is assigned to a specific eLABa processor, if the attribution (regardless of which part) is to any department of this eLABa processor;

29.3. the contribution of the authors and attribution is automatically distributed in equal parts to all authors and / or departments. A different allocation of the contribution of authors and departments may be determined by submitting to the eLABa processor an application for changing the contribution of a research (artistic) publication registered in the eLABa repository (Annex 1);

29.4. if there is no attribution in the publication, the author has the right to assign his contribution to any institution where he works or has worked by submitting a signed declaration of attribution (Annex 6), which is stored in the eLABa repository and accessible to any eLABa processor.

30. After concluding a license agreement electronically, members of the eLABa processor community who are co-authors of the work are informed about the concluded agreement by eLABa, and if they have any comments on specific license agreement provisions, or if they notice any errors or inaccuracies when entering metadata of the work, they should notify the eLABa librarian and the uploading author during the incubation period, before the contract enters into force. After the entry into force of the agreement, the data included in the license agreement may be revised only by termination and conclusion of a new agreement.

31. The members of the eLABa processor community, who are co-authors of the work and the librarian of the eLABa processor, upon receiving the notification of the license agreement concluded by another eLABa processor and the uploading author during the incubation period, shall:

31.1. co-authors - make comments to the librarian of the eLABa processor regarding the specificl terms of the contract or about the identified errors;

31.2. librarian:

31.2.1. make comments to the librarian of another eLABa processor regarding the specific terms of the contract or about the identified errors;

31.2.2. resolve issues related to the rights and legitimate interests of the eLABa processor, as the copyright holder of the work, regarding the publication of the work in the eLABa repository.

32. License agreement template, approved by the eLABa processor's Rector's order No 05-12-06 is valid for publications, license agreements for which were signed from 13 June, 2012 to 19 January 2015.

33. License agreement template, approved by the the eLABa processor's Rector's order No. 01-07-12 is valid for publications license agreements for which were signed from March 18, 2015 to September 1, 2016.

34. Procedure Description approved by the eLABa processor's Rector's order No. 01-07-41 is valid for publications license agreements for which were signed from September 2, 2016 to September 20, 2021.

III.3. Uploading Final Theses, Doctoral Dissertations, Their Abstracts, Doctoral Theses of

Arts

35. Uploading of study final theses, doctoral dissertations and dissertation abstracts, doctoral theses of art (hereinafter - final theses) shall be carried out in accordance with the procedure established in the Description.

36. The initial description of the final work must be prepared and the documents uploaded to the eLABa repository no later than within 14 calendar days after the defense of the final work.

37. Final works can be uploaded to the eLABa repository in the following ways:

37.1. By uploading the defended final thesis, the access status of which is recommended by the defense commission formed by the eLABa processor;

37.2. By transferring the defended works from the institutional repository of the eLABa processor, the regulations of which were approved by the order No. 01-07-19 of the Rector of the eLABa processor on 15 May, 2014.

38. When concluding license agreements (Annex 3) regarding final works, the incubation period does not apply.

39. In cases where there are several co-authors of the thesis, a written license agreement is concluded.

40. License agreement template approved by the order of the Rector of eLABa processor No 05-12-06 is valid for the final bachelor's, master's theses, dissertations and dissertation abstracts, for which the license agreements were signed from 13 June 2012 to 19 January, 2015.

41. License agreement template approved by the Rector of eLABa processor order No. 01-07-03 is valid for final bachelor's, master's theses, dissertations and dissertation abstracts, for which license agreements were signed from 19 January 2015 to 1 September, 2016.

42. Procedure Description approved by the eLABa processor's Rector's order No. 01-07-41 is valid for

final bachelor's, master's theses, dissertations and dissertation abstracts, for which license agreements were signed from 1 September 2016 to 20 September, 2021.

IV. Error Correction and Elimination of Metadata of Uploaded Documents

43. Upon receipt of a notice of identified errors or inaccuracies in the metadata, in the uploaded documents, the librarian, having evaluated the submitted information:

43.1. corrects identified errors;

43.2. contacts the uploading author or co-author if the data entered by them needs to be adjusted, especially if such adjustment would change the terms of the concluded license agreement;

43.3. requests additional information if it is missing;

43.4. justifies a refusal to make changes.

44. In case there is a need to change the metadata that were used when concluding the license agreement, when new metadata values are entered, the concluded license agreement shall be terminated, a new agreement shall be compiled and a concluded.

45. Upon the request of the author or one of the co-authors to terminate the concluded license agreement and upon termination of the concluded license under the conditions and in accordance with the procedure established in the agreement, the uploaded documents may be deleted or stored without public access. Metadata are adjusted accordingly, but are not removed.

46. Upon notification of infringements of the rights of third parties in connection with the uploading and / or publication of a document, access to the uploaded documents shall be temporarily restricted in order to ensure that the alleged infringement does not continue. If a decision is taken not to revoke public access, restrictions on access to the document are removed.

47. After the approval of the defended and uploaded final work file, it cannot be changed for improvement purposes, except for proofreading errors. Such a file may be modified only after its approval by the defense commission, the head of the defense department and the work supervisor.

48. [the employees or departments of the eLABa processor who, upon notification of violations of the rights of third parties or for other important reasons, decide on the treatment of metadata and uploaded documents in each specific case shall be specified].

V. Rights, Obligations and Responsibilities of Persons Involved in the Upload Process

49. All persons involved in the uploading process have the right to receive all information and consultations necessary for the activities from other departments and employees of the eLABa processor within their competence.
50. All persons involved in the uploading process shall be familiar with this Description.
51. Persons handling personal data involved in the uploading process shall be familiar with this Description and the personal data protection requirements and have committed themselves to complying with them in a manner that ensures proof (Annex 4).
52. Other rights and obligations of persons involved in the uploading process:
52.1. a librarian:
52.1.1. advises other parties involved in the uploading process on copyright issues and coordinates these issues with publishers as needed;
52.1.2. provides information on how documents and their metadata must be properly prepared and securely uploaded to the eLABa repository;
52.1.3. verifies that the submitted documents uploaded to the eLABa repository are properly formatted and that their metadata are correctly recorded, and verifies, where possible, the intellectual property provisions of the publishers to ensure compliance;
52.1.4. cooperates with librarians of other eLABa processors in resolving issues related to metadata and documents of uploaded works, license agreements;
52.1.5. has the right to receive all information and consultations necessary for the activities from other eLABa processor units and employees within their competence.
52.2. the author (s) ensures that a version of the document that can be made available to the public is uploaded to eLABa and guarantees that the uploaded document is the original work of the author (s) and does not infringe the rights of others;
52.3. eLABa processor Administrator:
52.3.1. coordinates and controls the activities of all eLABa processor departments, ensuring proper uploading of documents to the eLABa repository and their management, and maintenance of the eLABa system;
52.3.2. resolves issues regarding the removal of documents uploaded by members of the eLABa processor community from public access or removal from the eLABa repository in accordance with the conditions specified in Part IV of the Description;
52.3.3. ensures that members of the eLABa processor community submit the results of their scientific, artistic and study activities in the eLABa repository.
53. The persons participating in the uploading process shall be liable for the proper performance of their duties in accordance with the procedure established by legal acts.

VI. Data and Document Storage

54. Uploaded data and documents shall be stored in accordance with the procedure and terms established in the regulations of the information system of the Lithuanian Academic Electronic Library.
55. License agreements concluded by the eLABa processor, regardless of the method of their conclusion, shall be registered and stored in the eLABa repository together with the document.
56. The originals of documents shall be registered, processed and stored in accordance with the procedure established for the recording of publications and other academic achievements of the academic staff.

VII. Final Provisions

57. The Description shall be reviewed and, if necessary, updated at least every two years or in the event of significant changes in the documents regulating the activities of eLABa.
58. The Description and other documents regulating the activities of eLABa shall be published on the websites of the eLABa processor's library and other departments.

*[*To be completed by the author responsible for the publication*]*
(name surname)

To eLABa processor

APPLICATION

REGARDING THE CHANGE OF THE CONTRIBUTION OF A RESEARCH (ART) PUBLICATION REGISTERED IN THE ELABA REPOSITORY

.........-.....-.....
_____
(date)
_____
(location)

Please change the contribution of the authors of the publication (*publication title, authors, publisher, year, page volume, ISBN / ISSN*) [eLABa processor], based on the actual work of the authors, in the eLABa repository as follows:

Author	Institutions and departments represented	Relationship term	Amount of contribution*
Name1 Surname1	● **eLABa processor title/name** *Department*	Author	0,000
Name2 Surnam2	● **eLABa processor title/name** *Department*	Author	0,000
NameN *SurnameN*	● **eLABa processor title/name** *Department*	Author	0,000

* 1. Only the contribution of the authors of the [eLABa processor] may be redistributed, which is calculated by dividing the number of authors of the [eLABa processor] by the total number of authors of the work. Contributions from authors and divisions of other institutions may be shared only on the basis of contributions agreed by the authors and specified in the publication or publishing contract. 2. The contribution of the authors of the [eLABa processor] may be changed only once.

PDB LICENCINĖ SUTARTIS [sutarties data] **Nr.** [numeris]	PDB LICENCE AGREEMENT [date] **No.** [number]
[xxxx] – tekstas, kuris turi būti sutartyje, jei kūrinio metaduomenys atitinka prie teksto nurodytą sąlygą	[xxxx] – this text should be part of the agreement if the metadata of the work meets the condition indicated next to the text
[xxxx] – konkreti reikšmė įkeliama iš metaduomenų arba kitos sistemos informacijos	[xxxx] – specific value as downloaded from the metadata or some other system information
(*xxxxx*) – sąlyga, kuriai esant sutartyje turi būti prieš šią sąlygą einantis tekstas, jei nėra aprašyta kitaip	(*xxxxx*) – condition that requires the text preceding it to be part of the agreement, unless specified otherwise
xxx – loginis ryšys	*xxx* – logical connection
„ISM Vadybos ir ekonomikos universitetas", UAB, juridinio asmens kodas 111963319, kurios registruota buveinė yra Gedimino pr. 7, Vilnius, LT-01103, duomenys apie įstaigą kaupiami ir saugomi Juridinių asmenų registre, Lietuvos elektroninių akademinės bibliotekos informacinės sistemos tvarkytojas (toliau – eLABa tvarkytojas) ir	ISM University of Management and Economics, UAB, company code 111963319, with its registered office located at Gediminas Ave. 7, Vilnius, LT-01103, with data about the company accrued and stored at the Register of Legal Entities, Lithuanian electronic academic library Processor (hereinafter – the eLABa Processor) and
[autoriaus vardas, pavardė], [prieskyra(os)] [autoriaus vardas, pavardė] [prieskyra(os)] *(pildoma, jei kūrinį sukūrė daugiau kaip vienas autorius, ir autorių įrašų turi būti tiek, kiek yra bendraautorių)* [kurį(iuos) atstovauja [nurodomas kūrinio bendraautoriaus, kuris bendraautorių bendru sutarimu atstovauja bendraautorius sudarant šią sutartį ir įkelia dokumentus į eLABa talpyklą, vardas ir pavardė]]*(pildoma, jei yra daugiau nei vienas autorius)* (toliau – Autorius), toliau kartu vadinami Šalimis, o kiekvienas atskirai – Šalimi, sudarė šią Licencinę sutartį (toliau – Sutartis):	[name, surname of the author], [allocation(s)] [name, surname of the author (*if applicable*)] [allocation(s)] *(to be filled in if there is more than one author to the Work and the number of entries shall equal that of the co-authors minus the co-author indicated above)* [represented by [name and surname of the co-author who jointly represents all co-authors of the work as collectively agreed by them for the purpose of concluding this agreement and uploads documents to eLABa]]*(to be filled in if there is more than one author)* (hereinafter – the Author), hereinafter collectively referred to as the Parties, and each separately referred to as the Party, concluded the following Licence agreement (hereinafter – the Agreement):
SPECIALIOSIOS SĄLYGOS **1. Sutarties objektas** 1.1. Sutartimi Autorius suteikia eLABa tvarkytojui neišimtinę pasaulinę licenciją visam autorių turtinių teisių galiojimo terminui neatlygintinai pagal toliau Sutartyje nustatytas sąlygas Autoriaus kūrinio [nurodomas kūrinio pavadinimas] [(kūrinio rūšis pagal eLABa talpyklos dokumentų tipų klasifikatorių [kodas (aukščiausia reikšmė) ir pavadinimas])]	**SPECIAL PROVISIONS** **1. Object of the Agreement** 1.1. By entering into this Agreement the Author grants the eLABa Processor the non-exclusive, worldwide, for the whole term of the copyright, free of charge licence to reproduce, communicate to the public and use the Author's [please indicate the title of the Work] [(the type of the work according to the eLABa repository Classifier of Scientific and Other Publications [code (highest possible value) and

(toliau – kūrinys) elektroninius dokumentus (toliau – dokumentai) įkelti į eLABa talpyklą ir juos įkėlus atgaminti, viešai paskelbti ir kitaip naudoti eLABa nuostatuose nustatytais tikslais bei užtikrinti viešą prieigą visuomenei prie jų Sutartyje nustatytomis sąlygomis.

title])] (hereinafter – the Work) in the form of electronic documents (hereinafter – the Documents) as uploaded to the repository of the Lithuanian Science and Study Electronic Data Information System (hereinafter – the eLABa) in other ways in line with the provisions of the Agreement and for the purposes defined in the regulations of eLABa repository and grant public access to them under the terms and conditions laid down in the Agreement.

2. Pareiškimai ir garantijos

2.1. Autorius pareiškia ir garantuoja, kad:
Įkeliant, atgaminant, tvarkant dokumentus, juos viešai skelbiant eLABa nuostatuose ir Sutartyje nustatytomis sąlygomis bei tvarka, nebus pažeisti kitų autorių teisių subjekto teisės ir teisėti interesai, nes Autoriui žinoma, kad [nurodomos Sutarties pradžioje įvardintos prieskyrų institucijos – eLABa tvarkytojai, pavadinimai atskiriami kableliais] pagal pasirinktą intelektinės nuosavybės valdymo politiką gali būti kūrinio autorių teisių subjektas(ai), tačiau tokiu atveju, pagal Sutarties 2.2 ir 6.1.7 punktų klausimus, susijusius su jų, kaip kūrinio autorių teisių subjektų, teisėmis ir teisėtais interesais dėl kūrinio paskelbimo eLABa tvarkytojai sprendžia tarpusavyje, Autoriui nedalyvaujant: (*įrašoma tik tuo atveju, kai Sutarties pradžioje prieskyros yra nors vienam eLABa tvarkytojui, kuris nėra eLABa tvarkytojas, su kuriuo sudaroma sutartis*)
ir/arba
[šiems veiksmas atlikti reikalingos kūrinio autorių turtinės teisės nėra perduotos trečiosioms šalims]
arba
[kūrinio autorių turtinės teisės yra arba galėjo būti perduotos leidėjui, tačiau kūrinio dokumentai gali būti tvarkomi ir skelbiami laikantis Sutartyje nustatytų sąlygų nepažeidžiant leidėjo teisių ir teisėtų interesų] (*jei įvedant metaduomenis nurodoma leidykla arba informacija apie sudarytas kūrinio autorių turtinių teisių perleidimo sutartis*)
ir
yra gautas kito(ų) autorių teisių subjekto(ų) (jei toks(ie) yra) sutikimas skelbti dokumentus Sutartyje nustatytomis sąlygomis arba toks sutikimas nėra reikalingas.

2. Statements and guarantees

2.1. The Author declares and guarantees that:
In the process of uploading, reproducing, processing and publicising the Documents in line with the terms and conditions provided for in the eLABa regulations and the Agreement no rights or legal interests of any other subject of copyright will be breached, because:
[the Author is aware of the fact that [please indicate the allocation institutions – eLABa Processors – as defined at the beginning of the Agreement by inserting commas to separate their titles] in line with the applicable intellectual property management policy they may be the subject(s) of copyright, however, in such a case in line with Articles 2.2 and 6.1.7 of the Agreement, all issues related to their rights and legal interests as subjects of copyright in terms of publication of the Work shall be solved by mutual agreement between eLABa Processors without the participation of the Author] (*shall be indicated only if at the beginning of the Agreement respective allocations have been made to at least one eLABa Processor who is not an eLABa Processor with whom a respective contract is signed*)
and/or
[the property rights of the Author of the Work necessary to perform these actions have not been handed over to any third parties] *(if allocation(s) coincide with an eLABa Processor with whom a respective contract is signed)*
or
[the property rights of the Author of the Work have or could have been transferred over to a publisher, but the Documents of the Work can still be processed and publicised in line with the terms and conditions of the Agreement without breaching the publisher's rights and legal interests] (*if any indication of a publisher or information about any existing agreements providing for the transfer of property rights to any third parties has been made when entering the metadata*)
and

2.2. [eLABa tvarkytojas pareiškia ir garantuoja, kad:

2.2.1. [atsižvelgiant į eLABa tvarkytojų susitarimą, eLABa tvarkytojas savarankiškai, kiek tai susiję su Sutarties objektu, informuos Sutarties pradžioje nurodytus kitus eLABa tvarkytojus apie Sutartį ir spręs klausimus, susijusius su jų, kaip kūrinio autorių teisių subjektų, teisėmis ir teisėtais interesais. Todėl Autorius, sudarydamas Sutartį neturi pareigos gauti kitų eLABa tvarkytojų sutikimų ar atlikti kitų su tuo susijusių veiksmų, su sąlyga, kad yra pateikta išsami ir Sutarties 4.3 punktą atitinkanti informacija;] (*taikoma tik tada, jei Sutarties pradžioje prieskyros yra nors vienam eLABa tvarkytojui, kuris nėra eLABa tvarkytojas, su kuriuo sudaroma sutartis*)

2.2.2. [Autoriui pasirinkus prieigos sąlygą „prieinama tik eLABa tvarkytojo intranete" pagal Sutartį į eLABa talpyklą įkeltas dokumentas tokiomis pačiomis sąlygomis ir tvarka bus prieinamas kitų, Sutarties pradžioje nurodytų, eLABa tvarkytojų intranetuose.] (*taikoma tik tuo atveju, kai Sutarties pradžioje prieskyros yra nors vienam eLABa tvarkytojui, kuris nėra eLABa tvarkytojas, su kuriuo sudaroma sutartis*)] (*2.2 punktas Sutartyje yra tik tuo atveju, kai egzistuoja nors viena iš šiame punkte nurodytų sąlygų*).

3. Kūrinio dokumentų įkėlimo ir naudojimo sąlygos

3.1. Nustatomos šios prieigos sąlygos prie į eLABa įkeliamų kūrinio dokumentų:

[Kūrinio dokumentams iki [<u>nurodoma pildant metaduomenis pasirinkto embargo laikotarpio pabaigos data</u>] nustatoma tokia prieiga: [<u>nurodoma konkreti pildant metaduomenis pasirinkta ribotos prieigos reikšmė</u>], išskyrus atvejus, kai informacija apie kūrinį teikiama Lietuvos Respublikos akademinės etikos ir procedūrų kontrolieriui nagrinėjant galimus akademinės etikos ir/ar procedūrų

there is a consent on the part of (an)other subject of copyright (if any) to publicise the Documents under the terms and condition provided for in the Agreement or such a consent is not required.

2.2. [eLABa Processor declares and guarantees that:

2.2.1. [depending on the agreement reached between eLABa Processors, an eLABa Processor will, independently and to the extent of the object of the Agreement, inform other eLABa Processors indicated at the beginning of the Agreement about the Agreement and will deal with issues related to the rights and legal interests of the subjects of copyright to the Work. Therefore, when concluding this Agreement the Author undertakes no obligation to obtain consents from any other eLABa Processors or take any other actions related to it on the condition that exhaustive information as required in Article 4.3 has been provided:] (*applicable to only if at the beginning of the Agreement respective allocations have been made to at least one eLABa Processor who is not an eLABa Processor with whom a respective contract is signed*);

2.2.2. [according to the Agreement, should the Author choose the access settings 'accessible on the eLABa Processor's intranet only', the Document uploaded on the eLABa repository will be equally accessible on the intranets of other eLABa Processors indicated at the beginning of the Agreement.] (*applicable only if at the beginning of the Agreement respective allocations have been made to at least one eLABa Processor who is not an eLABa Processor with whom a respective contract is signed.*)] (*Article 2.2 is applicable only if at least one of the conditions referred to in this particular article of the Agreement exists*).

3. Terms and conditions for uploading and using the Documents of the Work

3.1. The following access settings shall apply to the Documents uploaded on eLABa:

[The following access setting shall apply to the Documents of the Work until [<u>please indicate the end date of the selected embargo when entering the metadata</u>]: [<u>please indicate a specific limited access value as selected when entering the metadata</u>] except for the cases when information about the Work has to be provided to the Office of Ombudsperson for Academic Ethics and Procedures, which carries out investigation regarding the possible breach of academic ethics and/or procedures. After the date indicated in this article of the Agreement, the Documents of the

pažeidimus. Po šiame punkte nurodytos datos Kūrinio dokumentai skelbiami viešai ir yra laisvai prieinami internete pagal Sutartyje nustatytas sąlygas.] (*jei pildant metaduomenis pasirenkama, kad patalpinti Kūrinio dokumentai kurį laiką nebus prieinami viešai*)

arba

[Kūrinio dokumentai įsigaliojus Sutarčiai skelbiami viešai ir yra laisvai prieinami internete pagal Sutartyje nustatytas sąlygas.] (*jei pildant metaduomenis pasirenkama tik vieša prieiga*).

arba

Kūrinio dokumentams nustatoma tokia prieiga: <prieigos sąlygos>. Ji galioja <embargo laikotarpis mėnesiais> mėn. nuo Kūrinio išleidimo datos. Praėjus šiam laikotarpiui, Kūrinio dokumentai skelbiami viešai ir yra laisvai prieinami internete pagal Sutartyje nustatytas sąlygas.

BENDROSIOS SĄLYGOS
4. Pareiškimai ir garantijos
4.1. Autorius pareiškia ir garantuoja, kad:
4.1.1. pateiktas kūrinys yra Autoriaus autorinis darbas, kuriame nėra pažeistos kitų asmenų autorių teisės ir kuriame tiesiogiai ar netiesiogiai kitų autorių kūriniai panaudoti būdais, kuriems pagal Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymą nereikalingas išankstinis autoriaus ar kito autorių ar gretutinių teisių subjekto sutikimas, arba yra gautas panaudoto kūrinio autorių ar gretutinių teisių subjekto sutikimas dėl panaudojimo būdo ir masto;
4.1.2. pateiktame dokumente nėra neskelbtinos informacijos arba informacijos, kuriai būtų taikomi teisės aktuose numatyti skelbimo apribojimai;
4.1.3. kūrinio tekstas parengtas taisyklinga kalba ir atitinka jam keliamus stiliaus reikalavimus;
4.1.4. Autoriui žinoma, kad dokumentų metaduomenys yra eLABa tvarkytojo nuosavybė ir nėra šios Sutarties objektas.
4.2. eLABa tvarkytojas pareiškia ir garantuoja, kad tiek tvarkant dokumentą eLABa talpykoje, tiek jį skelbiant bus užtikrinama Autoriaus neturtinių teisių – autorystės teisės, teisės į autoriaus vardą ir kūrinio neliečiamybę – apsauga.

Work shall be made public and freely accessible on the internet in line with the provisions of the Agreement.] (*if the option of giving no public access to the Documents of the Work for a defined period of time was chosen when entering the metadata*)

or

[After the Agreement comes into force, the Documents of the Work shall be made public and freely accessible on the internet by following the provisions of the Agreement.] (*if public access was chosen as the only applicable option when entering the metadata*).

Or

The following access setting <please indicate conditions of access> shall apply to the Documents of the Work. It is in force for <please indicate duration of embargo in months> months from the publication date of the Work. After this period expires the Documents of the Work be made public and freely accessible on the internet in line with the provisions of the Agreement.

GENERAL PROVISIONS
4. Statements and guarantees
4.1. The Author declares and guarantees that:
4.1.1. the submitted Work has been created by the Author and is subject of the Author's copyright; the Work does not breach the copyright of other Authors and directly or indirectly uses the works of other authors only in the way which, within the framework of the Law on Copyright and Neighbouring Rights of the Republic of Lithuania, does not require any prior consent from these authors or any other subjects of copyright or neighbouring rights or with respect to which a respective consent of the subject of copyright or neighbouring rights has been obtained by specifying the type and scope of its usage;
4.1.2. the submitted Document contains no sensitive information or any information that is subject to any restrictions on its publication as defined by law;
4.1.3. the Work has been written in correct language and is in line with the applicable language usage requirements;
4.1.4. the Author is aware of the fact that the metadata of the documents falls within the scope of ownership of the eLABa Processor and is not an object of this Agreement.
4.2. The eLABa Processor declares and guarantees that both when processing and when publicising a Document on eLABa repository the protection of the Author's non-property rights, such

4.3. Šalys pareiškia ir garantuoja viena kitai, kad bendradarbiaudamos, sudarydamos ir pasirašydamos šią Sutartį Šalys veikė geranoriškai ir sąžiningai viena kitos atžvilgiu ir nepateikė viena kitai jokios klaidinančios informacijos.	as copyright, right to the Author's name and inviolability of the Work, shall be ensured; 4.3. The Parties hereby declare to each other that when cooperating, concluding and signing the Agreement they acted in good faith and honestly towards each other and did not provide any misleading information to each other.
5. Kūrinio dokumentų įkėlimo ir naudojimo sąlygos 5.1. Kūrinio dokumentai įkeliami laikantis eLABa tvarkytojo patvirtintame dokumentų įkėlimo į Lietuvos akademinės elektroninės bibliotekos informacinės sistemos talpyklą tvarkos apraše nustatytų sąlygų ir tvarkos. Kūrinio dokumentai naudojami eLABa nuostatuose ir Sutartyje nustatytomis sąlygomis ir tvarka. 5.2. Pagal Sutarties sudarymo metu galiojančius eLABa nuostatus eLABa naudotojai įkeltą ir paskelbtą dokumentą gali naudoti mokslo, studijų ir kito mokymo, savišvietos ir kitais, teisės aktų saugomų intelektinės nuosavybės teisių ir komercinių ar valstybės ir tarnybos paslapčių nepažeidžiančiais, tikslais ir būdais.	**5. Terms and conditions for uploading and using the Documents of the Work** 5.1. The Documents of the Work shall be uploaded by following the terms and conditions defined in the Description on documents uploading onto eLABa repository approved by the eLABa Processor. The Documents of the Work shall be used in line with the terms and conditions defined in the regulations of eLABa and the Agreement. 5.2. According to the regulations of eLABa that are in force at the moment of concluding the Agreement, the users of eLABa may use the uploaded and publicised documents for researching, studying, learning, self-learning and other purposes and methods that are in line with the laws protecting intellectual property rights and commercial, state or service secrets.
6. Šalių teisės ir įsipareigojimai 6.1. eLABa tvarkytojas: 6.1.1 turi teisę Sutarties sudarymo metu ir ją vykdant gauti iš Autoriaus reikiamo formato kūrinio dokumentus, kitų su kūriniu susijusių dokumentų kopijas (sutartis, sutikimus ir pan.), paaiškinimus ir kitą tinkamam Sutarties sudarymui ir vykdymui reikalingą informaciją; 6.1.2. turi teisę, laikantis Sutarties 3.1 punkto, skelbti kūrinio dokumentus eLABa tvarkytojo intranete, eLABa tvarkytojo ir eLABa viešuose tinklalapiuose ir kitose Lietuvos ir tarptautinėse duomenų bazėse, pasiekiamose naudojant įvairias paieškos sistemas; 6.1.3. turi teisę, gavęs pranešimą dėl autorių ar gretutinių teisių subjektų teisių ir teisėtų interesų pažeidimo, nedelsiant, nederindamas su Autoriumi, sustabdyti bet kokio lygio viešą prieigą prie kūrinio dokumentų, o nustačius, kad pranešime pateikta informacija atitinka tikrovę, priimti sprendimą pašalinti kūrinio dokumentus iš eLABa talpyklos;	**6. Rights and duties of the Parties** 6.1. The eLABa Processor shall: 6.1.1. have the right at the moment of concluding the Agreement and throughout its execution to receive from the Author of the Work the Documents of the Work in the required format, copies of other documents related to the Work (contracts, consents, etc.), and explanations and other information needed to properly conclude and execute the Agreement; 6.1.2. have the right to publish the Documents of the Work on the intranet of the eLABa Processor, including public websites of eLABa and the eLABa Processor and other Lithuanian and international databases accessible with the help of various search engines; 6.1.3. have the right upon receipt of any notification about a breach of any copyright or rights and legal interests of any subjects of neighbouring rights to immediately stop any public access to the Documents of the Work without any coordination with the Author; should it be established that the information in the notification was true and correct, the eLABa Processor 6.1.4. shall have the right to decide to eliminate the Documents of the Work from eLABa;

6.1.4. įsipareigoja Autoriaus pateiktus kūrinio dokumentus įkelti ir saugoti eLABa talpykloje nekeičiant jų turinio bei skelbiant nurodyti dokumentų Autorių ir bendraautorius (jei jie yra);

6.1.5. įsipareigoja užtikrinti prieigą prie eLABa saugomų dokumentų Autoriaus Sutarties 3.1 punkte nustatytomis prieigos sąlygomis;

6.1.6. įsipareigoja Sutartį įgalioti tvarkyti tik tuos asmenis, kurie turi teisę dirbti su asmens duomenimis;

6.1.7. [įsipareigoja, jog apie pradėtą dokumento įkėlimą į eLABa talpyklą ir sudaromą Sutartį bus informuojamas(i) [kūrinio bendraautorius(ai) – registruotas(i) eLABa naudotojas(ai)] (*įrašoma tik tuo atveju, kai Sutarties pradžioje nurodomas daugiau kaip vienas bendraautorius – registruotas eLABa naudotojas*) [ir] (*įrašoma tik tuo atveju, jei šiame punkte įvardintos sąlygos egzistuoja abi vienu metu*) [kiti Sutartyje įvardinti eLABa tvarkytojai]] (*įrašoma tik tuo atveju, kai Sutarties pradžioje prieskyros yra nors vienam eLABa tvarkytojui, kuris nėra eLABa tvarkytojas, su kuriuo sudaroma sutartis)*]

6.2. Autorius:

6.2.1. turi teisę bet kada gauti iš eLABa tvarkytojo prašomą informaciją apie Sutarties vykdymą;

6.2.2. įsipareigoja Sutarties sudarymo metu ir ją vykdant pateikti eLABa tvarkytojui reikiamo formato kūrinio dokumentus, kitų su kūriniu susijusių dokumentų kopijas (sutartis, sutikimus ir pan.), paaiškinimus ir kitą tinkamam Sutarties sudarymui ir vykdymui reikalingą informaciją;

6.2.3. įsipareigoja sudarant kitus sandorius dėl Sutarties dalyko užtikrinti, kad pagal juos perleidžiamų ar suteikiamų teisių apimtis būtų tokia, kad nebūtų apribotas ar kitaip suvaržytas Sutarties vykdymas.

6.3. Šalys įsipareigoja viena kitai pateikti operatyvius pranešimus apie tai, kad atsirado ar egzistuoja bet koks įvykis, sąlyga ar aplinkybė, kuri gali paveikti Sutartį ar sąlygoti jos pažeidimą. Pranešimai bus laikomi tinkamai pateiktais, jei bus pateikti eLABa priemonėmis arba nurodytais kontaktiniais el. pašto adresais: Autoriaus

6.1.5. undertake the obligation to upload and keep the Documents of the Work submitted by the Author on eLABa repository without making any changes to their content and by making reference to the Author and co-authors (if any) of the Documents;

6.1.6. undertake the obligation to ensure access to the Documents kept on eLABa by following the access terms and conditions set by the Author in Article 3.1 of the Agreement;

6.1.7. undertake the obligation to grant an authorisation to process the Agreement only to persons who have the right to work with personal data

6.1.8. [undertake the obligation to inform [the Work's co-author(s) – registered eLABa user(s)] (*to be filled in only if there is more than one co-author to the Work – registered eLABa user – indicated at the beginning of the Agreement*) [and] (*shall be included in the Agreement only if both conditions defined in this article of the Agreement exist at the same time*) [other eLABa Processors defined in the Agreement]] (*applicable only if at the beginning of the Agreement respective allocations have been made to at least one eLABa Processor who is not an eLABa Processor with whom a respective contract is signed)*] (*this provision shall be included in the Agreement only if at least one of the conditions defined in this article of the Agreement exists*) about the start of uploading a Document on eLABa repository and concluding the Agreement.

6.2. The Author shall:

6.2.1. have the right to obtain from the eLABa Processors all necessary information about the execution of the Agreement;

6.2.2. undertake the obligation at the time of concluding the Agreement and throughout its execution to submit to the eLABa Processors the Documents of the Work in the required format, copies of other documents related to the Work (contracts, consents, etc.), and explanations and other information needed to properly conclude and execute the Agreement;

6.2.3. undertake the obligation when entering into other deals regarding the object of the Agreement to make sure that the transfer or granting of rights under them would only happen to the extent that does not limit or in any other way restrict the execution of the Agreement.

6.3. The Parties shall undertake to expeditiously inform each other about any events, conditions or circumstances that might affect the Agreement or result in any breach thereof. All notices of the kind shall be deemed duly submitted if they have been sent by using eLABa tools or sent at the following

xxx@xxx.lt, eLABa tvarkytojo – biblioteka@ism.lt.	contact e-mail addresses: to the Author – xxx@xxx.lt, to the eLABa Processor – library@ism.lt.
7. Atsakomybė 7.1. Kiekviena Šalis privalo atlyginti kitai Šaliai jos patirtus tiesioginius nuostolius, jei ji pateikė tikrovės neatitinkančius pareiškimus ar netinkamai vykdė savo įsipareigojimus pagal Sutartį.	**7. Liability** 7.1. Each Party shall be held liable for any direct losses incurred by the other Party and resulting from untrue statements made by it or failure to fulfil their obligations under the Agreement.
8. Sutarties galiojimas, keitimas ir nutraukimas 8.1. [Sutartis įsigalioja nuo tos dienos, kai ją pasirašo (patvirtina sistemoje) abi Šalys ir galioja neterminuotai.] *arba* [Sutartis įsigalioja praėjus 30 dienų nuo tos dienos, kai ją pasirašo (patvirtina sistemoje) abi Šalys, jei per nurodytą laikotarpį nebuvo gauta prieštaravimų dėl Sutarties sudarymo, ir galioja neterminuotai.] 8.2. Jei kurios nors iš Šalių iniciatyva ir bendru sutarimu atsiranda poreikis keisti Sutartį, tai sudaroma nauja licencinė sutartis, o ši Sutartis nutraukiama. 8.3. Sutartis gali būti nutraukta apie tai iš anksto pranešus raštu kitai Šaliai ne vėliau kaip prieš 30 dienų. Tuo atveju, jei yra keli kūrinio autoriai (bendraautoriai), nutraukiant sutartį vieno iš bendraautorių iniciatyva, kartu su pranešimu apie Sutarties nutraukimą turi būti pateiktas dokumentas, patvirtinantis, kad yra visų bendraautorių sutarimas (sutikimas) Sutartį nutraukti. 8.4. Sutartis gali būti nutraukta abipusiu Šalių susitarimu (patvirtinant jį sistemoje).	**8. Validity and termination of and amendments to the Agreement** 8.1. [The Agreement comes into force as of the day of its signature (approval in the system) by both Parties and remains valid for an unlimited period of time] *(if the Agreement is concluded regarding an PDB document in cases when no more than one author – registered eLABa user– is indicated (the number of other authors – non-registered eLABa users – is unlimited) and among the <u>allocations</u> there is no other eLABa Processor with the exception of the one with whom the Agreement is concluded (the number of allocations to non-eLABa processors is unlimited)) or* [The Agreement comes into force 30 days after it is signed (approved in the system) by both Parties if no objections regarding its conclusion are received within the said period, and remains valid for an unlimited period of time.] (*in all other cases that do not meet the previous condition*) 8.2. Should there be a need to amend the Agreement upon the initiative of one of the Parties and a need appears to amend the Agreement upon mutual agreement of the Parties, a new licence agreement shall be concluded and this Agreement shall be terminated. 8.3. The Agreement may be terminated on the initiative of one of the Parties by issuing an advance 30-day written notice to the other Party. If there are several authors (co-authors) to the Work, when the Agreement is terminated on the initiative of one of the co-authors, the notice about the termination of the Agreement shall be submitted together with a document proving the consent of the rest of the co-authors to terminate the Agreement. 8.4. The Agreement may be terminated by a mutual agreement of the Parties (in the system).
9. Baigiamosios nuostatos 9.1. Sutartis sudaryta ir turi būti aiškinama pagal Lietuvos Respublikos įstatymus.	**9. Final provisions** 9.1. The Agreement has been concluded in line with and shall be governed by the laws of the Republic of Lithuania.

9.2. Jokia Sutarties nuostata nekeičia, neapriboja ar kitaip nemodifikuoja bet kokių kitų iki šios Sutarties sudarymo dienos tarp Autoriaus ir eLABa tvarkytojo ar bet kurio kito eLABa tvarkytojo dėl šio kūrinio autorių turtinių teisių perleidimo ar suteikimo sudarytų sutarčių nuostatų. Atsiradus prieštaravimams tarp Sutarties ir nurodytų sutarčių, visų šių sutarčių šalys turi pasiekti bendrą sutarimą dėl kūrinio panaudojimo geriausiu ir visiems priimtinu būdu, atitinkamai pakeičiant sutartis arba apsispręsti, kuri iš sutarčių turi būti nutraukta.

9.3. Bet kokie ginčai, nesutarimai ar reikalavimai, kylantys iš šios Sutarties ar susiję su ja yra sprendžiami derybų būdu, o nepavykus susitarti – teisme pagal eLABa tvarkytojo registruotos buveinės vietą Lietuvos Respublikos įstatymų nustatyta tvarka.

9.4. Sutartis sudaroma elektroniniu būdu dokumentų įkėlimo metu arba sudaroma rašytinė sutartis dviem egzemplioriais, lietuvių ir anglų kalbomis, po vieną egzempliorių kiekvienai iš Šalių. Esant neatitikimų tarp lietuviškos ir angliškos Sutarties versijos teisinga laikoma sutarties versija lietuvių kalba.

eLABa tvarkytojas   **Autorius**
Sutartis patvirtinta [data]   Sutartis patvirtinta [data]
(*jei sutartis sudaroma sistemoje*)

_____
_____
(pareigos, vardas, pavardė, parašas)
pavardė, parašas)

A.V.
(*jei sudaroma rašytinė sutartis*)

9.2. No provision of the Agreement shall amend, limit or in any other way modify any provisions of any other agreements or contracts regarding transfer and granting of property rights of the authors of this Work as concluded between the Author and the eLABa Processor or any other eLABa Processor prior to the date of signing this Agreement. In case of any discrepancies between the Agreement and other contracts or agreements, parties to all the contracts and agreements shall reach a consensus regarding the best possible use of the Work in the way that is acceptable to all parties by respectively amending respective agreements or contracts or deciding which of them will have to be terminated.

9.3. All disputes, disagreements or claims arising out of or in relation to this Agreement shall be solved by way of negotiation or, should negotiations fail, – in court, which has jurisdiction in accordance to the place of registered domicile of the eLABa processor by following the order provided for in the laws of the Republic of Lithuania.

9.4. The Agreement is concluded in two copies, in Lithuanian and English, one original copy to each Party. In case there are any discrepancies between English and Lithuanian version of the Agreement, the Lithuanian version shall prevail.](*in cases when a written agreement is concluded*)

eLABa Processor   **Author**
[Approved [date]]   [Approved [date]]
(*if the Agreement has been concluded in the system*)

_____

_____
 (position, name, surname, signature)   (name, surname, signature)

[seal]   (*in cases when a written agreement is concluded*)

Author responsible for the publication [eLABa processor] _____
                                               (signature)   (name, surname)

Co-authors of the publication [eLABa processor] _____
                                               (signature)   (name, surname

ETD LICENCINĖ SUTARTIS	ETD LICENCE AGREEMENT
[data] **Nr.** [numeris]	[date] **No.** [number]
„ISM Vadybos ir ekonomikos universitetas", UAB, juridinio asmens kodas 111963319, kurios registruota buveinė yra Gedimino pr. 7, Vilnius, LT-01103, duomenys apie įstaigą kaupiami ir saugomi Juridinių asmenų registre, Lietuvos elektroninės akademinės bibliotekos informacinės sistemos tvarkytojas (toliau – eLABa tvarkytojas) ir	ISM University of Management and Economics, UAB, company code 111963319, with its registered office located at Gediminas Ave. 7, Vilnius, LT-01103, with data about the company accrued and stored at the Register of Legal Entities, Lithuanian electronic academic library information system Processor (hereinafter – the eLABa Processor)
[autoriaus vardas, pavardė], [prieskyra(os)] [autoriaus vardas, pavardė [prieskyra(os)] *(pildoma, jei kūrinį sukūrė daugiau kaip vienas autorius, ir autorių įrašų turi būti tiek, kiek yra bendraautorių)* kurį(iuos) atstovauja [nurodomas kūrinio bendraautoriaus, kuris bendraautorių bendru sutarimu atstovauja bendraautorius sudarant šią sutartį ir įkelia dokumentus į eLABa talpyklą, vardas ir pavardė]*(pildoma, jei yra daugiau nei vienas autorius)* (toliau – Autorius), toliau kartu vadinami šalimis, o kiekvienas atskirai – Šalimi, sudarė šią Licencinę sutartį (toliau – Sutartis):	and [name, surname of the author], [allocation(s)] [name, surname of the author (*if applicable*)] [allocation(s)] *(to be filled in if there is more than one author to the Work and the number of entries shall equal that of the co-authors minus the co-author indicated above)* [represented by [name and surname of the co-author who jointly represents all co-authors of the work as collectively agreed by them for the purpose of concluding this agreement and uploads documents to eLABa]]*(to be filled in if there is more than one author)* (hereinafter – the Author), hereinafter collectively referred to as the Parties, and each separately referred to as the Party, concluded the following Licence agreement (hereinafter – the Agreement):
SPECIALIOSIOS SĄLYGOS	**SPECIAL PROVISIONS**
1. Sutarties objektas	**1. Object of the Agreement**
1.1. Sutartimi Autorius suteikia eLABa tvarkytojui neišimtinę pasaulinę licenciją visam autorių turtinių teisių galiojimo terminui neatlygintinai pagal toliau Sutartyje nustatytas sąlygas Autoriaus [nurodomas ETD kūrinio rūšies pavadinimas pagal ETD klasifikatorių] [kūrinio [nurodomas kūrinio pavadinimas] (toliau – kūrinys) elektroninius dokumentus (toliau – dokumentai) įkelti į Lietuvos mokslo ir studijų elektroninių dokumentų informacinės sistemos (toliau – eLABa) talpyklą, juos įkėlus atgaminti, viešai paskelbti ir kitaip naudoti eLABa nuostatuose nustatytais tikslais bei užtikrinti viešą prieigą visuomenei prie jų Sutartyje nustatytomis sąlygomis.	1.1. By entering into this Agreement the Author grants the eLABa Processor the non-exclusive, worldwide, for the whole term of the copyright, free of charge licence to reproduce, communicate to the public and use the Author's [indication of the type of ETD according to the ETD classifier [please indicate the title of the Work] (hereinafter – the Work) in the form of electronic documents (hereinafter – the Documents) as uploaded to the repository of the Lithuanian Science and Study Electronic Data Information System (hereinafter – the eLABa) in other ways in line with the provisions of the Agreement and for the purposes defined in the regulations of eLABa and grant public access to them under the terms and conditions laid down in the Agreement.
2. Pareiškimai ir garantijos	**2. Statements and guarantees**
2.1. Autorius pareiškia ir garantuoja, kad:	2.1. The Author declares and guarantees that:
Įkeliant, atgaminant, tvarkant	

dokumentus, juos viešai skelbiant eLABa nuostatuose ir Sutartyje nustatytomis sąlygomis bei tvarka, nebus pažeistos kito autorių teisių subjekto teisės ir teisėti interesai, nes šiems veiksmams atlikti reikalingos kūrinio autorių turtinės teisės nėra perduotos trečiosioms šalims ir gautas kito(ų) autorių teisių subjekto(ų) (jei toks(ie) yra) sutikimas skelbti dokumentus Sutartyje nustatytomis sąlygomis arba toks sutikimas nėra reikalingas.

3. Kūrinio dokumentų įkėlimo ir naudojimo sąlygos
3.1. Nustatomos šios prieigos sąlygos prie į eLABa talpyklą įkeliamų kūrinio dokumentų:
Kūrinio dokumentai įsigaliojus Sutarčiai skelbiami viešai ir yra laisvai prieinami internete pagal Sutartyje nustatytas sąlygas.
Kūrinio dokumentams iki [data] nustatoma tokia prieiga: [prieigos statusas], išskyrus atvejus, kai informacija apie kūrinį teikiama Lietuvos Respublikos akademinės etikos ir procedūrų kontrolieriui nagrinėjant galimus akademinės etikos ir/ar procedūrų pažeidimus.
Po šiame punkte nurodytos datos Kūrinio dokumentai skelbiami viešai ir yra laisvai prieinami internete pagal Sutartyje nustatytas sąlygas.

BENDROSIOS SĄLYGOS
4. Pareiškimai ir garantijos
4.1. Autorius pareiškia ir garantuoja, kad:
4.1.1. pateiktas kūrinys yra Autoriaus autorinis darbas, kuriame nėra pažeistos kitų asmenų autorinės teisės ir kuriame tiesiogiai ar netiesiogiai kitų autorių kūriniai panaudoti būdais, kuriems pagal Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymą nereikalingas išankstinis autoriaus ar kito autorių ar gretutinių teisių subjekto sutikimas, arba

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In the process of uploading, reproducing, processing and publicising the Documents in line with the terms and conditions provided for in the eLABa regulations and the Agreement no rights or legal interests of any other subject of copyright will be breached, because the property rights of the Author of the Work necessary to perform these actions have not been handed over to any third parties and there is a consent on the part of (an)other subject of copyright (if any) to publicise the Documents under the terms and condition provided for in the Agreement or such a consent is not required.

3. Terms and conditions for uploading and using the Documents of the Work
3.1. The following access settings shall apply to the Documents uploaded on eLABa repository:
The following access setting shall apply to the Documents of the Work until [please indicate the end date of the selected embargo when entering the metadata]: [please indicate a specific limited access value as selected when entering the metadata]. After the date indicated in this article of the Agreement, the Documents of the Work shall be made public and freely accessible on the internet in line with the provisions of the Agreement.] (*if the option of giving no public access to the Documents of the Work for a defined period of time was chosen when entering the metadata*), except for the cases when information about the Work has to be provided to the Office of Ombudsperson for Academic Ethics and Procedures, which carries out investigation regarding the possible breach of academic ethics and/or procedures.
[After the Agreement comes into force the Documents of the Work shall be made public and freely accessible on the internet by following the provisions of the Agreement.] (*if public access was chosen as the only applicable option when entering the metadata).*

GENERAL PROVISIONS
4. Statements and guarantees
4.1. The Author declares and guarantees that:
4.1.1. the submitted Work has been created by the Author and is subject of the Author's copyright; the Work does not breach the copyright of other Authors and directly or indirectly uses the works of other authors only in the way which, within the framework of the Law on Copyright and Neighbouring Rights of the Republic of Lithuania, does not require any prior consent from the side of these authors or any other subjects of copyright or

yra gautas panaudoto kūrinio autorių ar gretutinių teisių subjekto sutikimas dėl panaudojimo būdo ir masto;
4.1.2. pateiktame dokumente nėra neskelbtinos informacijos arba informacijos, kuriai būtų taikomi teisės aktuose numatyti skelbimo apribojimai;
4.1.3. kūrinio tekstas parengtas taisyklinga kalba ir atitinka jam keliamus stiliaus reikalavimus;
4.1.4. Autoriui žinoma, kad dokumentų metaduomenys yra eLABa tvarkytojo nuosavybė ir nėra šios Sutarties objektas.
4.2. eLABa tvarkytojas pareiškia ir garantuoja, kad tiek tvarkant dokumentą eLABa talpykloje, tiek jį skelbiant bus užtikrinama Autoriaus neturtinių teisių – autorystės teisės, teisės į autoriaus vardą ir kūrinio neliečiamybę – apsauga.
4.3. Šalys pareiškia ir garantuoja viena kitai, kad bendradarbiaudamos, sudarydamos ir pasirašydamos šią Sutartį Šalys veikė geranoriškai ir sąžiningai viena kitos atžvilgiu ir nepateikė viena kitai jokios klaidinančios informacijos.

5. Kūrinio dokumentų įkėlimo ir naudojimo sąlygos
5.1. Kūrinio dokumentai įkeliami laikantis eLABa tvarkytojo patvirtintame Elektroninių dokumentų įkėlimo į Lietuvos akademinės elektroninės bibliotekos informacinės sistemos talpyklą tvarkos apraše nustatytų sąlygų ir tvarkos. Kūrinio dokumentai naudojami eLABa nuostatuose ir Sutartyje nustatytomis sąlygomis ir tvarka.
5.2. Pagal Sutarties sudarymo metu galiojančius eLABa nuostatus eLABa naudotojai įkeltą ir paskelbtą dokumentą gali naudoti mokslo, studijų ir kito mokymo, savišvietos ir kitais, teisės aktų saugomų intelektinės nuosavybės teisių ir komercinių ar valstybės ir tarnybos paslapčių nepažeidžiančiais, tikslais ir būdais.

6. Šalių teisės ir įsipareigojimai
6.1. eLABa tvarkytojas:
6.1.1. turi teisę Sutarties sudarymo metu ir ją vykdant gauti iš Autoriaus reikiamo formato kūrinio dokumentus, kitų su kūriniu susijusių dokumentų kopijas (sutartis, sutikimus ir pan.), paaiškinimus

neighbouring rights or with respect to which a respective consent of the subject of copyright or neighbouring rights has been obtained by specifying the type and scope of its usage;
4.1.2. the submitted Document contains no sensitive information or any information that is subject to any restrictions on its publication as defined in the law;
4.1.3. the Work has been written in correct language and is in line with the applicable language usage requirements;
4.1.4. the Author is aware of the fact that the metadata of the documents falls within the scope of ownership of the eLABa Processor and is not an object of this Agreement.
4.2. eLABa Processor declares and guarantees that both when processing and when publicising a Document on eLABa repository the protection of the Author's non-property rights, such as copyright, right to the Author's name and inviolability of the Work, shall be ensured;
4.3. The Parties hereby declare to each other that when cooperating, concluding and signing the Agreement they acted in good faith and honestly towards each other and did not provide any misleading information to each other.

5. Terms and conditions for uploading and using the Documents of the Work
5.1. The Documents of the Work shall be uploaded by following the terms and conditions defined in the Description approved by the eLABa Processor. The Documents of the Work shall be used in line with the terms and conditions defined in the regulations of eLABa and the Agreement.
5.2. According to the regulations of eLABa that are in force at the moment of concluding the Agreement, the users of eLABa may use the uploaded and publicised documents for researching, studying, learning, self-learning and other purposes and methods that are in line with the laws protecting intellectual property rights and commercial, state or service secrets.

6. Rights and duties of the Parties
6.1. eLABa Processor shall:
6.1.1. have the right at the moment of concluding the Agreement and throughout its execution to receive from the Author of the Work the Documents of the Work in the required format, copies of other documents related to the Work (contracts,

ir kitą tinkamam Sutarties sudarymui ir vykdymui reikalingą informaciją;

6.1.2. turi teisę, laikantis Sutarties 3.1 punkto, skelbti kūrinio dokumentus eLABa tvarkytojo intranete, eLABa tvarkytojo ir eLABa tinklalapiuose ir kitose Lietuvos ir tarptautinėse duomenų bazėse, pasiekiamose naudojant įvairias paieškos sistemas;

6.1.3. turi teisę, gavęs pranešimą dėl autorių ar gretutinių teisių subjektų teisių ir teisėtų interesų pažeidimo, nedelsiant, nederindamas su Autoriumi, sustabdyti bet kokio lygio viešą prieigą prie kūrinio dokumentų, o nustačius, kad pranešime pateikta informacija atitinka tikrovę, priimti sprendimą pašalinti kūrinio dokumentus iš eLABa talpyklos;

6.1.4. įsipareigoja Autoriaus pateiktus kūrinio dokumentus įkelti ir saugoti eLABa nekeičiant jų turinio bei skelbiant nurodyti dokumentų Autorių ir bendraautorius (jei jie yra);

6.1.5. įsipareigoja užtikrinti prieigą prie eLABa saugomų dokumentų Autoriaus Sutarties 3.1 punkte nustatytomis prieigos sąlygomis;

6.1.6. įsipareigoja Sutartį įgalioti tvarkyti tik tuos asmenis, kurie turi teisę dirbti su asmens duomenimis.

6.2. Autorius:

6.2.1. turi teisę bet kada gauti iš eLABa tvarkytojo prašomą informaciją apie Sutarties vykdymą;

6.2.2. įsipareigoja Sutarties sudarymo metu ir ją vykdant pateikti eLABa tvarkytojui reikiamo formato kūrinio dokumentus, kitų su kūriniu susijusių dokumentų kopijas (sutartis, sutikimus ir pan.), paaiškinimus ir kitą tinkamam Sutarties sudarymui ir vykdymui reikalingą informaciją;

6.2.3. įsipareigoja sudarant kitus sandorius dėl Sutarties dalyko užtikrinti, kad pagal juos perleidžiamų ar suteikiamų teisių apimtis būtų tokia, kad nebūtų apribotas ar kitaip suvaržytas Sutarties vykdymas.

6.3. Šalys įsipareigoja viena kitai pateikti operatyvius pranešimus apie tai, kad atsirado ar egzistuoja bet koks įvykis, sąlyga ar aplinkybė, kuri gali paveikti Sutartį ar sąlygoti jos pažeidimą. Pranešimai bus laikomi tinkamai pateiktais, jei bus pateikti eLABa

consents, etc.), and explanations and other information needed to properly conclude and execute the Agreement;

6.1.2. have the right to publish the Documents of the Work on the intranet of the eLABa Processor, including websites of eLABa and the eLABa Processor and other Lithuanian and international databases accessible with the help of various search engines;

6.1.3. have the right upon receipt of any notification about a breach of any copyright or rights and legal interests of any subjects of neighbouring rights to immediately stop any public access to the Documents of the Work without any coordination with the Author; should it be established that the information in the notification was true and correct, the eLABa Processor shall have the right to decide to eliminate the Documents of the Work from eLABa;

6.1.4. undertake the obligation to upload and keep the Documents of the Work submitted by the Author on eLABa without making any changes to their content and by making reference to the Author and co-authors (if any) of the Documents;

6.1.5. undertake the obligation to ensure access to the Documents kept on eLABa by following the access terms and conditions set by the Author in Article 3.1 of the Agreement;

6.1.6. undertake the obligation to grant an authorisation to process the Agreement only to persons who have the right to work with personal data;

6.2. The Author shall:

6.2.1. have the right to obtain from eLABa processor all necessary information about the execution of the Agreement;

6.2.2. undertake the obligation at the time of concluding the Agreement and throughout its execution to submit to the eLABa processor the Documents of the Work in the required format, copies of other documents related to the Work (contracts, consents, etc.), and explanations and other information needed to properly conclude and execute the Agreement;

6.2.3. undertake the obligation when entering into other deals regarding the object of the Agreement to make sure that the transfer or granting of rights under them would only happen to the extent that does not limit or in any other way restrict the execution of the Agreement.

6.3. The Parties shall undertake to expeditiously inform each other about any events, conditions or circumstances that might affect the Agreement or result in any breach thereof. All notices of the kind shall be deemed duly submitted if they have been

priemonėmis arba nurodytais kontaktiniais el. pašto adresais: Autoriaus – [el. pašto adresas] xxx@xxx.lt, eLABa tvarkytojo - biblioteka@ism.lt.

7. Atsakomybė
7.1. Kiekviena Šalis privalo atlyginti kitai Šaliai jos patirtus tiesioginius nuostolius, jei ji pateikė tikrovės neatitinkančius pareiškimus ar netinkamai vykdė savo įsipareigojimus pagal Sutartį.

8. Sutarties galiojimas, keitimas ir nutraukimas
8.1. Sutartis įsigalioja nuo tos dienos, kai ją pasirašo (patvirtina sistemoje) abi Šalys ir galioja neterminuotai.
8.2. Jei kurios nors iš Šalių iniciatyva ir bendru sutarimu atsiranda poreikis keisti Sutartį, tai sudaroma nauja licencinė sutartis, o ši Sutartis nutraukiama.
8.3. Sutartis gali būti nutraukta apie tai iš anksto pranešus raštu kitai Šaliai ne vėliau kaip prieš 30 dienų. Tuo atveju, jei yra keli kūrinio autoriai (bendraautoriai), nutraukiant sutartį vieno iš bendraautorių iniciatyva, kartu su pranešimu apie Sutarties nutraukimą turi būti pateiktas dokumentas, patvirtinantis, kad yra visų bendraautorių sutarimas (sutikimas) Sutartį nutraukti.

9. Baigiamosios nuostatos
9.1. Sutartis sudaryta ir turi būti aiškinama pagal Lietuvos Respublikos įstatymus.
9.2. Jokia Sutarties nuostata nekeičia, neapriboja ar kitaip nemodifikuoja bet kokių kitų iki šios Sutarties sudarymo dienos tarp Autoriaus ir eLABa tvarkytojo ar bet kurio kito eLABa tvarkytojo dėl šio kūrinio autorių turtinių teisių perleidimo ar suteikimo sudarytų sutarčių nuostatų. Atsiradus prieštaravimams tarp Sutarties ir nurodytų sutarčių, visų šių sutarčių šalys turi pasiekti bendrą sutarimą dėl kūrinio panaudojimo geriausiu ir visiems priimtinu būdu, atitinkamai pakeičiant sutartis arba apsispręsti, kuri iš sutarčių turi būti nutraukta.
9.3. Bet kokie ginčai, nesutarimai ar reikalavimai, kylantys iš šios Sutarties ar

sent by using eLABa tools or sent at the following contact e-mail addresses: to the Author – xxx@xxx.lt, to the eLABa Processor – library@ism.lt.

7. Liability
7.1. Each Party shall be held liable for any direct losses incurred by the other Party and resulting from untrue statements made by it or failure to fulfil their obligations under the Agreement.

8. Validity and termination of and amendments to the Agreement
8.1. The Agreement comes into force as of the day of its signature (approval in the system) by both Parties and remains valid for an unlimited period of time.
8.2. Should there be a need to amend the Agreement upon the initiative of one of the Parties and a need appears to amend the Agreement upon mutual agreement of the Parties, a new licence agreement shall be concluded and this Agreement shall be terminated.
8.3. The Agreement may be terminated on the initiative of one of the Parties by issuing an advance 30-day written notice to the other Party. If there are several authors (co-authors) to the Work, when the Agreement is terminated on the initiative of one of the co-authors, the notice about the termination of the Agreement shall be submitted together with a document proving the consent of the rest of the co-authors to terminate the Agreement.

9. Final provisions
9.1. The Agreement has been concluded in line with and shall be governed by the laws of the Republic of Lithuania.
9.2. No provision of the Agreement shall amend, limit or in any other way modify any provisions of any other agreements or contracts regarding transfer and granting of property rights of the authors of this Work as concluded between the Author and the eLABa Processor or any other eLABa Processor prior to the date of signing this Agreement. In case of any discrepancies between the Agreement and other contracts or agreements, parties to all the contracts and agreements shall reach a consensus regarding the best possible use of the Work in the way that is acceptable to all parties by respectively amending respective agreements or contracts or deciding which of them will have to be terminated.

susiję su ja yra sprendžiami derybų būdu, o nepavykus susitarti – Lietuvos Respublikos įstatymų nustatyta tvarka. 9.4. Sutartis sudaroma elektroniniu būdu dokumentų įkėlimo metu arba sudaroma rašytinė sutartis dviem egzemplioriais lietuvių ir anglų kalbomis, po vieną egzempliorių kiekvienai iš Šalių. Esant neatitikimų tarp lietuviškos ir angliškos Sutarties versijos teisinga laikoma sutarties versija lietuvių kalba.	9.3. All disputes, disagreements or claims arising out of or in relation to this Agreement shall be solved by way of negotiation or, should negotiations fail, by following the order provided for in the laws of the Republic of Lithuania. 9.4. The Agreement is concluded in two copies in Lithuanian and English, one original copy to each Party. In case there are any discrepancies between English and Lithuanian version of the Agreement, the Lithuanian version shall prevail.
eLABa tvarkytojas **Autorius** Sutartis patvirtinta [data] Sutartis patvirtinta [data] (*jei sutartis sudaroma sistemoje*) _____ (pareigos, vardas, pavardė, parašas) vardas,pavardė, parašas) A.V. (*jei sudaroma rašytinė sutartis*)	**eLABa Processor** **Author** [Approved [date]] [Approved [date]] (*if the Agreement has been concluded in the system*) _____ _____ position, name, surname, signature) (name, surname, signature) [seal] (*in cases when a written agreement is concluded*)

_____

Employee 's Obligation to Maintain the Confidentiality of Personal Data

I understand
- that I will process personal data in my work that cannot be disclosed or transferred to unauthorized persons or institutions;
- that the transmission of passwords and other data to unauthorized persons, which allow access to personal data by software and technical means or otherwise facilitate access to personal data, is prohibited;
- that improper processing of personal data may result in liability under the Laws of the Republic of Lithuania.

I commit
- to protect the confidentiality of personal data;
- to process personal data in accordance with the laws of the Republic of Lithuania, Regulation (EU) 2016/679 of the European Parliament of April 27, 2016 and of the Council (General Data Protection Regulation) and other legislation, as well as job descriptions / descriptions and rules governing the processing of personal data entrusted to me;
- not to disclose, transmit or facilitate access to the processed information by any means by any person who is not authorized to use this information both inside and outside the institution;
- notify his / her manager and the Data Protection Officer of any suspicious situation that may pose a threat to the security of personal data.

I know
- that I will be liable for non-compliance with this obligation and violation of the Law on the Legal Protection of Personal Data of the Republic of Lithuania and the General Data Protection Regulation in accordance with the applicable laws of the Republic of Lithuania;
- that any person who has suffered material or non-material damage as a result of a breach of the General Data Protection Regulation is entitled to receive compensation from the data manager or processor for the damage suffered;
- that the data manager, data processor or other person, indemnifies the damage caused to the person, and recovers the incurred damage from the employee processing the personal data whose fault caused the damage;
- that this commitment will apply throughout my term of office in that institution, on transfer to another post or on termination of employment.

I am familiar with
- General Data Protection Regulation EU 2016/679;
- the Law on the Legal Protection of Personal Data of the Republic of Lithuania;
- a Description of the procedure for uploading documents to the repository of the information system of the Lithuanian Academic Electronic Library, the documents implementing the eLABa security policy and the responsibility for non-compliance with them.

Employee name, surname, signature, date _____

Nevėšinamų failų talpinimo ir naudojimo taisyklės	Rules for uploading and using non-public files
Į eLABa talpyklą įkeltiems elektroniniams dokumentams skatiname nustatyti atvirosios prieigos sąlygas, tačiau, jei dėl leidėjo reikalavimų ar kitų priežasčių visas dokumento tekstas negali būti teikiamas viešai prieigai, eLABoje yra galimybė talpinti dokumentus saugojimui, neviešinant jų failų (toliau – Neviešinami failai). Neviešinami failai į eLABą talpinami jų autorių sutikimu ir gali būti naudojami tik jų autorių bei eLABa tvarkytojo statusą turinčios institucijos darbuotojų, įgaliotų tvarkyti dokumento duomenis, kai dokumentas turi prieskyrą atitinkamai institucijai bei gali būti teikiamas mokslo veiklos rezultatų vertinimą atliekančioms institucijoms. Neviešinami failai negali būti perduodami kitiems asmenims ar informacinėms sistemoms, išskyrus aukščiau nurodytą atvejį, kai dokumentas teikiamas mokslo veiklos rezultatų vertinimą atliekančioms institucijoms. Neviešinami failai nebus teikiami viešai prieigai, nebus perduodami į išorines paieškos sistemas, nedalyvaus Elektroninės sutapties aptikimo sistemos (ESAS) procesuose. Pasirinkdami sutikti Jūs patvirtinate, kad susipažinote ir sutinkate su aukščiau paminėtomis nuostatomis bei įsipareigojate jų laikytis.	We prefer that electronic documents be uploaded to the eLABa repository as open access, but if the publisher requires or there are other reasons why the full text of a document cannot be made available to the public, eLABa can upload documents for storage without publicising their files (hereinafter – Non-public Files). Non-public Files are uploaded onto eLABa with the consent of their authors and may be used only by their authors and employees of the institution with the status of eLABa processor authorized to process the document data in cases when the document is assigned to a respective institution and may be submitted to institutions assessing research performance. Non-public Files may not be transferred to other persons or information systems, except in the case referred to above when the document is submitted to institutions assessing research performance. Non-public Files will not be made publicly accessible, will not be transferred to external search engines, and will not participate in the processes of the Electronic Match Detection System (ESAS). By choosing to accept this, you confirm that you have read and agree to the above provisions and undertake to comply with them.

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