

REIMBURSABLE SERVICES AGREEMENT

Kaunas, 14-09-2017. No. 1014/50

Vytautas Magnus University, code 111950396, address K. Donelaičio str. 58, Kaunas (hereinafter – Client), represented by Vice-Rector for Research Julija Kiršienė, acting under powers granted by the Rector's order No.252 of July 27, 2015 and Prof. dr. Jan Marcelle T. De Groof personal No. address Vredborgstraat 2, B-2530 Boechout (Belgium) (hereinafter– Service provider), collectively known hereinafter as the Parties and individually as a Party have entered into the present reimbursable services agreement (hereinafter – Agreement).

I. Subject of the Agreement

1.1. Pursuant to this Agreement, the Service provider shall fulfil the commitment to submit a written review of the doctoral thesis "A Legal Justification of Academic Freedom as a Fundamental Right: Charting Vagueness for more Clarity" within the scientific field of Social study area of Law (code 01S) and publications (hereinafter - Services) of the PhD student Aušrinė Pasvenskienė from the day of signing of the present Agreement to 15.09.2017, 2017 and the Client shall fulfil the commitment to pay for appropriately provided and timely Services in accordance with the conditions and order stipulated in the Agreement.

II. Commencement and duration of the Agreement

- 2.1. This Agreement shall come into force starting with the day of signing.
- 2.2. The Agreement shall come to an end upon full implementation of the commitments of the Parties.

III. Commitments of the Parties

- 3.1. The Service provider shall be obliged:
 - 3.1.1. to provide Services according to the highest professional standards strictly under the terms stipulated in the Agreement;
 - 3.1.2. to submit the completed Service to the Client's Doctoral School (tel. 8 37 327946, e-mail: darbuotojai@mt.vdu.lt) not later than 15.09.2017, 2017;
 - 3.1.3. to transfer the Service result to the Client at signing the Services rendered act and ensure that Services provided shall not infringe rights of the third parties;
 - 3.1.4. when transferring the Service result, to transfer all economic rights of the author (reproduction, adaptation, publication, dissemination, public release of results received in the process of Service provision) to the Service result;
- 3.2. The Client shall be obliged:
 - 3.2.1. to provide documents relevant for the implementation of the Agreement to the Service provider in 7 calendar days from the day of signing of the Agreement by e-mail Jan.DeGroof@uantwerpen.be (Faculty of Law; tel. 751044; e-mail dek@tf.vdu.lt).
 - 3.2.2. to pay for appropriately provided Services pursuant to terms and order stipulated in the Agreement.

IV. Price of the Agreement and payment terms

- 4.1. The total price for Services provided by the Service provider (hereinafter – Agreement price) as stipulated in the present Agreement is 200,00 Eur (200 Eur, 00 cents). Agreement price includes all expenditure and taxes connected with the provision of Services under the present Agreement.
- 4.2. The Client shall deduct the value added tax that the Service provider is obliged to pay from the Agreement price and shall pay it to the budget of the Lithuanian Republic pursuant to the order stipulated in legislation.

4.3. The remaining part of the Agreement price shall be paid to the Service provider's bank account indicated in the Agreement not later than in 30 (thirty) days after signing the services rendered act.

V. Liabilities of the parties

5.1. In case of failure to perform the commitments under the present Agreement or inappropriate performance of the commitments under this Agreement, the Parties shall be liable in accordance with this Agreement and legal acts of the Republic of Lithuania.

5.2. None of the Parties shall be liable for partial or complete failure to perform assumed obligations if they cannot be fulfilled due to *force majeure* circumstances as determined by legal acts of the Republic of Lithuania. The Party failing to perform assumed obligations due to *force majeure* circumstances shall immediately inform the other Party about the situation in writing, indicating the particulars interfering with the performance of assumed obligations and identifying specific assumed obligations that cannot be performed.

5.3. With *force majeure* circumstances having come to an end, the Party that could not perform assumed obligations due to these circumstances shall immediately inform the other Party about it in writing and shall resume the performance of assumed obligations without delay.

5.4. If *force majeure* circumstances last longer than 30 (thirty) days, each Party is entitled to unilaterally terminate the Agreement having informed the other Party about it in writing in 10 (ten) days prior to termination.

5.5. In case of failure of the Service provider to transfer rendered Services to the Client in accordance with the terms stipulated in the Agreement and on demand of the Client, the Service provider shall pay delay charges to the Client for every calendar day overdue – 0,02% for each day of delay.

5.6. In case of failure of the Client to pay the Service provider for appropriately provided and timely Services, the Client, on demand of the Service provider, shall pay delay charges – 0,02% of the overdue sum for each day of delay.

VI. Concluding provisions

6.1. The present Agreement is made and shall be interpreted in accordance with the laws of the Republic of Lithuania.

6.2. Disputes arising between the parties to the Agreement shall be resolved in negotiation. In the event of failure of the Parties to resolve disputes in negotiation, such disputes shall be resolved in accordance with the laws of the Republic of Lithuania at the corresponding court within the area of the Client.

6.3. The terms of the Agreement shall not be amended in the period of the Agreement validity.

6.4. None of the Parties shall have a right to transfer their rights and obligations under the Agreement to third Parties without a written consent of the other Party.

6.5. The Agreement can be terminated upon the written consent of both Parties or unilaterally in accordance with the order and laws stipulated in the Civil Code of the Republic of Lithuania.

6.6. The present Agreement is signed in 2 (two) copies, both bearing equal juridical power, and each Party is granted 1 (one) copy.

IX. Requisite information and signatures of the parties

Client:

Vytautas Magnus University
Legal entity code 111950396
VAT code

Service provider:

Prof. dr. Jan Marcelle T. De Groof
Personal code/ Date of birth
Passport/ ID card No.

K. Donelaičio str. 58, 44248 Kaunas
Tel. (8 ~ 37) 222 739, fax (8~37) 203 858
E-mail info@vdu.lt
IBAN LT72 7300 0100 0222 6559
AB Swedbank

Vice-Rector for Research
Julija Kiršienė



Address
(Belgium)
Tel.
E-mail Jan.DeGroof@uantwerpen.be
Personal bank account .
Name of the bank .
Bank address, code
SWIFT code (BIC) :

Jan De Groof

(name, surname, signature)

h