

ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the 16th day of April 2021 between The Royal Society of Chemistry located at Thomas Graham House (290), Science Park, Milton Road, Cambridge CB4 0WF, UK ("Publisher") and Lithuanian Research Library Consortium located at Gedimino Avenue 51, LT-01109 Vilnius, Lithuania ("Customer").

WHEREAS

- (A) Publisher holds journal articles and databases in electronic form;
- (B) Customer wishes to license access to journal articles and/or databases; and
- (C) Publisher agrees to grant such licence.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Definitions

In this Agreement the following terms shall have the following meanings:

- "Authorised Users" means the categories of persons associated with Customer as specified below who have been allowed access to Publisher Content by Customer, such access to be by Secure Authentication:
- (i) faculty members (including temporary or exchange faculty members for the duration of their assignment);
 - (ii) enrolled post-graduate and undergraduate students;
 - (iii) current staff members;
 - (iv) contract personnel directly involved in educational and research activities of Customer; and
 - (v) Walk-In Users, i.e. persons who do not fall into any of the categories above but are permitted by the Customer to access Publisher Content whilst they are on Customer's physical premises. Such access must at all times be by Secure Authentication on computer terminals within the Customer's physical premises. Walk-In Users may not be given means to access Publisher Content outside the Customer's physical premises or by any wireless network unless the network is a secure network provided by the Customer.
- "Commercial Use" means use which is for direct monetary reward or commercial advantage, whether by or for Customer or Authorised User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of Publisher Content. For the avoidance of doubt:
- (i) charging of Authorised Users by Customer for use of Publisher Content is not deemed to constitute Commercial Use;
 - (ii) use of Publisher Content by Customer or Authorised Users in the course of academic research funded by a commercial organisation is not deemed to constitute Commercial Use; and
 - (iii) use of Publisher Content by Customer or Authorised Users in the course of contract research carried out for a commercial organisation to which the research results will be provided is deemed to constitute Commercial Use;
- "Customer Site(s)" means the site(s) of Customer specified in Schedule B and Schedule E;
- "Databases" means the publications specified in Section B of Schedule A and Schedule E;
- "External" means an access route to Publisher Content where Publisher Content is posted on a file server maintained by Publisher or by a third-party host on Publisher's behalf;
- "Fees" means the fees set out in Schedule C and Schedule E;

“Internal”	means an access route to Publisher Content where Publisher Content is loaded on Customer’s own network;
“Journals”	means the publications specified in Section A of Schedule A and Schedule E;
“Publisher Content”	means the content of Publisher specified in Schedule A (as amended from time to time by the parties);
“Secure Authentication”	means access to Publisher Content by Internet Protocol (“IP”) ranges or by a username and password provided by Publisher to Customer or by another means of authentication agreed between Publisher and Customer, as specified in Schedule B;
“Visually Impaired Person”	means a person who is blind; who has an impairment of visual function which cannot be improved, by the use of corrective lenses, to a level that would normally be acceptable for reading without special level or kind of light; who is unable, through physical disability, to hold or manipulate a book; or who is unable, through physical disability, to focus or move his/her eyes to the extent that would normally be acceptable for reading;
“Walk-in Users”	means a category of Authorised User as set out in point (v) of the definition of Authorised Users;

2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer a non-exclusive and (subject to Clause 14 below) non-transferable right and licence to use Publisher Content.

- 2.1 Publisher licenses Customer to access and use Publisher Content through Publisher’s web site at Customer Sites. Customer shall access Publisher Content as specified in Schedule A:
- 2.1.1 External. If Publisher Content is accessed by an External route:
- 2.1.1.1 Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.
- 2.1.1.2 Access must be by means of Secure Authentication.
- and/or
- 2.1.2 Internal. If Publisher Content is accessed by an Internal route:
- 2.1.2.1 Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.
- 2.1.2.2 Access must be by means of Secure Authentication.
- 2.1.2.3 Customer may not alter Publisher Content in any way, including without limitation additions, subtractions or adaptations.
- 2.1.2.4 Customer may adapt header files in order to provide effective linking to files of journal articles.
- 2.2 Publisher licenses Customer to provide access to Publisher Content via means of Secure Authentication to Authorised User so that these users may access and use Publisher Content in accordance with the terms of this Agreement.
- 2.3 Publisher licenses Customer to use Publisher Content for the purposes of research, teaching, or private study only, and not for Commercial Use.
- 2.4 Publisher licenses Customer to include printed or electronic copies of items from Publisher Content:
- (i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale

is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with classroom instruction only; and

- (ii) in reserves (in printed or electronic form) set up by Customer for access by Authorised Users in connection with specific courses offered by Customer.

Customer will use its best efforts to ensure that copies of material from Publisher Content in any online or offline (for example, CD-ROMs) electronic form whatsoever which are included in electronic course packs or reserves are deleted or destroyed, as appropriate, by Customer no later than thirty (30) days after the end of the term in which the related course concludes.

Acknowledgement in the form (where the copyright owner(s) to be used in the statement are specified in Schedule A by journal title and also at www.rsc.org/journalscopyright):

- (i) "(original citation) – Reproduced by permission of The Royal Society of Chemistry"; or
- (ii) "(original citation) – Reproduced by permission of the PCCP Owner Societies"; or
- (iii) "(original citation) – Reproduced by permission of The Royal Society of Chemistry (RSC) on behalf of (the copyright owner) and the RSC";

must appear on such material in a position and typeface as to be clearly visible.

- 2.5 Publisher licenses Customer to re-engineer Publisher Content at Customer Sites to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Publisher Content.
- 2.6 Publisher licences Customer to fulfil interlibrary supply requests from Customer Site to other libraries. Publisher licenses Customer to supply for each interlibrary supply request to a library, for the purposes of research for non-Commercial Use or private study only, a single paper or electronic copy or an electronic original of an individual item which is part of Publisher Content. Such supply may be by post or fax or by secure transmission, in which latter case the electronic file must be deleted immediately after printing unless the user who is authorised at the said library is a Visually Impaired Person and the electronic file is explicitly provided solely for his/her personal use.
- 2.7 Publisher licenses Customer to make such back-up copies of Publisher Content at Customer Sites as are reasonably necessary to give effect to its rights and obligations under this Agreement.
- 2.8 If Customer wishes to make any other use of Publisher Content or to carry out any other activity related to Publisher Content that is not explicitly mentioned above in this Clause 2 or set out in Schedule D, Customer must obtain prior written permission from Publisher.

3. Payment

- 3.1 Customer shall, in consideration of the rights set out in this Agreement, pay Publisher the Fees.

4. Term of Agreement

The Term of this Agreement is from the date of the Agreement to 31st December 2021.

5. Copyright and Ownership

- 5.1 Publisher Content is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and Publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in any way. Customer shall take the same precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content that it takes to prevent theft of its own intellectual property. The relevant copyright notice must be displayed on all copies of information made from Publisher Content (see Clause 2.4 for the form of words to be used).
- 5.2 Customer acquires no intellectual property rights in Publisher Content and all such rights remain with the copyright owner.
- 5.3 Customer shall abide by Publisher's Terms and Conditions as set out in Schedule D (also available on Publisher's website(s)). Customer shall make all reasonable efforts to distribute these Terms and Conditions to Authorised Users to make them aware of Publisher's Terms and

Conditions.

- 5.4 Each party shall use its best endeavours to safeguard the intellectual property and proprietary rights of the other party.

6. Access to and Availability of Publisher Content

- 6.1 Customer's access to Publisher Content shall be via Secure Authentication.
- 6.1.1 Customer's access to or the provision of access to Publisher Content shall be by IP authentication. Customer shall ensure that the IP range allows access only by Authorised Users. Customer shall only offer a proxy, or firewall, IP that will allow Authorised Users access to Publisher Content. It is the responsibility of Customer to verify that any IP address will only allow such access
- 6.1.2 Where Customer does not have the technical facilities to comply with 6.1.1, Publisher may, at its sole discretion, permit Customer to access or to provide access to Publisher Content using assigned username and password. In such cases, Customer shall be responsible for ensuring that the username and password are provided to Authorised Users only. Customer shall not pass on or put the username and password in a place where they can be accessed by anyone other than Authorised Users (for example, the username and password shall not be given to Walk-in Users or put on a website).
- 6.2 For Publisher Content accessed by Customer via an External route Publisher shall use its reasonable endeavours, subject to any reasonable periods of planned downtime or maintenance, to make this Publisher Content available to Customer 24 hours a day, 7 days a week. In the event of any unplanned downtime or unavailability of the Publisher Content for any reason, whether through the fault of Publisher or otherwise, Publisher's sole responsibility shall be to use its reasonable endeavours to restore External access to Publisher Content as soon as reasonably practicable and Publisher shall have no liability to Customer for such interruption to access. If an interruption of the access and use of Publisher Content lasts for more than 5 consecutive days (after Customer has notified Publisher about the lost access), Publisher shall pay Customer a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to Publisher. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by Customer or any Authorised Institution or Authorised User. For avoidance of doubt Publisher shall not be liable for any downtime which is not fault of the Publisher
- 6.3 For Publisher Content accessed by Customer via an Internal route Publisher shall have no responsibility whatsoever to Customer for interruption of access.
- 6.4 Publisher reserves the right to change the format of or the hosting service for Publisher Content.
- 6.5 Customer's access to Publisher Content is at all times subject to compliance with the terms of this Agreement and in particular, but without limiting the generality of the foregoing, to the timely payment of all applicable Fees.

7. Access to Publisher Content upon Expiry or Termination

- 7.1 Where, following expiry or termination of this Agreement as set out below, Customer's access to Publisher Content continues, it shall be subject to Customer abiding by those terms of this Agreement that are relevant to such access. Such terms shall continue to have effect for the duration of Customer's access, and Customer hereby acknowledges and agrees that if Publisher reasonably believes Customer is in breach of such terms, Publisher may at any time terminate Customer's access or, if applicable, require Customer to delete Publisher Content held on its network, which Customer shall do as soon as reasonably practical after notification from Publisher and confirm to Publisher in writing when it has done so.
- 7.2 Journals
- 7.2.1 Upon expiry of this Agreement, termination under Clause 8.3 or 8.4, or termination by Customer under Clause 8.1, Publisher shall provide access to Customer to the PDF forms of the articles from the volumes of the Journals that Customer has subscribed to under this Agreement, subject always to the provisions of Clause 7.1 above. For the avoidance of doubt Customer will lose access to the HTML forms of the articles and other related functionality. Access shall be via Publisher's server or by Publisher supplying Customer with the PDFs via a means to be agreed at the time. Any costs

relating to this supply shall be negotiated at the time and shall be borne by Customer.

7.2.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to the Journals, or, if applicable, Customer shall immediately remove the Journals from its network and destroy them.

7.3 Databases

Upon expiry of this Agreement or termination for whatsoever reason, Customer shall lose access to the Databases. If applicable, Customer shall immediately remove the Databases from its network and destroy them.

8. Termination

8.1 If either party shall fail to observe or perform any one or more of its obligations hereunder, either party may request the other by notice in writing, specifying the default, to remedy the default (if remediable) within thirty (30) days of notice, and if such remedy has not been completed within the said thirty (30) day period, or if no remedy is possible, the non-breaching party may terminate this Agreement forthwith.

8.2 If Publisher becomes aware that Customer is in material breach of this Agreement and reasonably believes such breach is likely to cause serious financial, operational or reputational loss to Publisher, Publisher may:

- (i) If Customer accesses Publisher Content by External means, temporarily suspend Customer's access to Publisher Content to the Customer Site that is responsible for the breach and notify Customer in writing as soon as reasonably practical; or
- (ii) If Customer accesses Publisher Content by Internal means, demand that Customer temporarily suspend access to Publisher Content, until further notice from Publisher, and Customer shall comply as soon as reasonably practical.

Customer shall have thirty (30) days from receipt of written notice from Publisher in which to remedy the breach. Once the breach has been remedied to Publisher's satisfaction or the breaching activity halted:

- (i) If Customer accesses Publisher Content by External means, Publisher shall promptly reinstate access to Publisher Content.
- (ii) If Customer accesses Publisher Content by Internal means, Publisher shall promptly notify Customer that access to Publisher Content may be reinstated.

If Customer does not satisfactorily remedy or halt the breaching activity within thirty (30) days, Publisher may terminate this Agreement with immediate effect upon written notice to Customer.

Publisher may terminate this Agreement if Customer has persistently and materially breached this Agreement, irrespective of whether such breaches were later remedied, which shall be deemed to occur if Customer materially breaches this Agreement three (3) or more times during any twelve (12) month period during which the Agreement is in force.

Customer may terminate this Agreement if the License was awarded to the Publisher in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union); or if this Agreement has been subject to a substantial modification as prescribed in Article 89 of the Law on Public Procurement of the Republic of Lithuania and Clause 13 of this Agreement; or if the Publisher should have been excluded during the procurement procedure.

8.3 Either party shall have the right to terminate this Agreement with immediate effect upon notice to the other upon the other committing an act of bankruptcy or having a receiver or liquidator appointed over its assets except for the purposes of solvent amalgamation or reconstruction.

8.4 Termination of this Agreement for whatever reason shall be without prejudice to the rights of the parties to claim damages for any previous breach.

8.5 Upon termination of this Agreement by Customer under Clause 8.1 or 8.3, Publisher shall repay to Customer the proportion of the Fees paid that represents the unexpired part of any

subscription paid by Customer for Publisher Content under this Agreement.

- 8.6 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to Publisher Content, or, if applicable, Customer shall immediately remove Publisher Content from its network and destroy it and shall confirm to Publisher in writing when it has done so.
- 8.7 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall not repay to Customer any Fees paid by Customer for Publisher Content under this Agreement.
- 8.8 Termination of this Agreement (howsoever arising) shall not affect the rights of either party accrued prior to termination and any provision of this Agreement which needs to survive termination of this Agreement in order to give full effect to its meaning shall do so.

9. Warranties and Liabilities

- 9.1 Publisher hereby warrants to Customer that it has full power to enter into and perform this Agreement and that so far as it is aware Publisher Content does not violate or infringe any existing copyright, licence or third-party rights.
- 9.2 Customer hereby warrants to Publisher that it has full power to enter into and perform this Agreement.
- 9.3 Publisher shall use reasonable endeavours to ensure that Publisher Content is accurate, error-free and uncorrupted, but Publisher accepts no liability whatsoever for any loss, claim or damage of any nature, whether direct, indirect, consequential or special (including without limitation, legal fees) suffered or incurred by Customer and alleged to be caused by:
- (i) omissions or errors in the Publisher Content or their consequences; or
 - (ii) faults in or corruption of Publisher Content or their consequences, including but not limited to any defects caused by or during the transmission of Publisher Content across the Internet or by the processing of Publisher Content by Customer.
- 9.4 Nothing in this Agreement shall limit or exclude the liability of either party to the other for death or personal injury caused by its negligence or that of its employees, servants or agents.
- 9.5 Subject to Clauses 9.4 and 9.6, in the event that Customer makes a claim against Publisher for whatever reason, Publisher's liability (if any) shall not exceed the price paid or to be paid by the Customer for the Publisher Content. Under no circumstances shall Publisher be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).
- 9.6 Publisher shall indemnify and hold Customer harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against Customer by a third party claiming Publisher Content is in actual or alleged infringement of their intellectual property rights. This indemnity is subject to (a) the Customer promptly notifying the Publisher of any claim or action, (b) the Publisher having sole control of such claim or action, and (c) the Customer not making any admission of liability or agreeing to settle or compromise the claim or action. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if Customer has amended Publisher Content in any way to the extent that such amendment is the cause of the infringement.
- 9.7 If Publisher becomes aware of any item or part of an item in Publisher Content for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable, it shall use reasonable efforts to make the item or part of an item acceptable to remain in Publisher Content. If this is not reasonably practicable, Publisher reserves the right at any time to withdraw from Publisher Content any such item or part of an item. Publisher shall give written notice to Customer of such withdrawal as soon as reasonably practicable, and if Publisher Content is used by an Internal route, Customer shall delete all such material from its implementation of Publisher Content and destroy it and shall confirm to Publisher in writing when it has done so.
- 9.8 Nothing in this Agreement shall make Customer liable for breach of the terms of this Agreement by any Authorised User provided that Customer did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

10. Entire Agreement

- 10.1 This Agreement, including the attached Schedules, embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.
- 10.2 No failure to delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

11. Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors and permitted assignees.

13. Alteration of Agreement

This Agreement, including the schedules, may be amended only in writing signed by duly authorised representatives of the parties. The parties acknowledge that any amendments to this Agreement shall be subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.

14. Assignment

- 14.1 Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Publisher, such agreement not to be unreasonably withheld.
- 14.2 If rights in all or any part of Publisher Content are assigned to another publisher, Publisher shall use its best endeavours to ensure that Customer may continue to have access to the Publisher Content which is the subject of this Agreement.

15. Notices

Every notice to be given under this Agreement shall be in writing and either sent by pre-paid first class or registered letter, delivered by hand or sent by facsimile or, in the case of the Customer, sent by email (to jnl_licences@rsc.org), in the case of the Publisher, sent by email (to jevgenija.sevcova@lnb.lt). Notice sent by post shall be deemed to have been given ten (10) working days after the date of posting. Notices delivered by hand, facsimile or email shall be deemed to have been given on the day they are delivered, unless delivery occurs outside the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day.

16. Force Majeure

Neither party shall be responsible for any failure or delay in the performance of its obligations under this Agreement because of circumstances beyond its reasonable control.

17. Confidentiality

- 17.1 Both parties shall keep the terms of this Agreement strictly confidential, with the exception of Schedule D (as required in Clause 5.3), and shall not disclose same except to the extent any disclosure is required by law, or court or administrative or regulatory body of competent jurisdiction.
- 17.2 Publisher retains server logs which contain detailed Customer and Authorised User access information including without limitation date and time of access, details of the Secure Authentication employed and specific file name and type downloaded from Publisher Content. This access information may be used by Publisher and its agents only for Publisher's internal purposes including management information reporting, monitoring and enforcement of Customer's access, and Customer support purposes. Publisher shall use its best endeavours to keep confidential from third parties this access information and these usage statistics.

Publisher and Customer shall each comply with the requirements of any data protection legislation currently in force and applicable to them.

18. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

19. Miscellaneous

- 19.1 Rights of Third Parties. The parties hereby confirm that no provision of this Agreement shall or shall purport to confer on any third party any right to enforce any term of the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 19.2 Usage Statistics. Publisher will provide Customer with access to usage statistics compliant with the latest release of the Project COUNTER Code of Practice (www.projectcounter.org). These statistics will cover all Publisher Content listed in Schedule A, Sections A, B and C, excluding *Education in Chemistry* which becomes a Database in 2017. Please note that the access to the closed Databases Catalysts & Catalysed Reactions and Methods in Organic Synthesis from Schedule A, Section B are included with the usage statistics for Synthetic Reaction Updates.
- 19.3 The Publisher shall ensure proper compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The Publisher shall use, store or otherwise process any personal information which relates to and/or identifies the Licensee and/or the Authorised Users (including, but not limited to, names and addresses) only to the extent reasonably necessary for the Publisher, its partners, successors (including the purchaser of the whole or part of its business), associates, sub-contractors or other third parties to make available and/or to provide the Licensed Materials to the Licensee and/or to the Authorised Users and only for the time of the provision of services.

20. Dispute Resolution

Any difference arising between the parties shall initially be submitted to a mediation procedure in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Should the mediation be unsuccessful, neither party is precluded from instigating legal proceedings under Clause 21.

21. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of England irrespective of the place of its physical execution and the parties hereto hereby submit to the exclusive jurisdiction of the English courts in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement. For the avoidance of doubt the laws of Lithuania shall apply where Customer has to abide by statutory requirements.

In WITNESS WHEREOF the parties have duly executed this Agreement on the date and year as written

For and on behalf of
Lithuanian Research Library Consortium

Signed:

Name: !

Title: President

For and on behalf of
The Royal Society of Chemistry

Signed: ..

Name: !

Title: Customer Sales Support Manager

SCHEDULE A

Publisher Content

Section A

Customer has access to the electronic versions of the following journals via an External route.

Journals	E-ISSN	Access years during Term	Post-cancellation access	Copyright Owner*	
Analyst	1364-5528	2008-2021	2021	RSC	
Analytical Methods¹	1759-9679	2009-2021	2021	RSC	
Annual Reports on the Progress of Chemistry⁴,	A	1460-4760	2008-2013	-	RSC
	B	1460 4779	2008-2013	-	RSC
	C	1460-4787	2008-2013	-	RSC
Biomaterials Science¹	2047-4849	2013-2021	2021	RSC	
Catalysis Science & Technology¹	2044-4761	2011-2021	2021	RSC	
Chemical Communications	1364-548X	2008-2021	2021	RSC	
Chemical Science^{1, 2}	2041-6539	2010-2014	-	RSC	
Chemical Society Reviews	1460-4744	2008-2021	2021	RSC	
CrystEngComm	1466-8033	2008-2021	2021	RSC	
Dalton Transactions	1477-9234	2008-2021	2021	RSC	
Energy & Environmental Science¹	1754-5706	2008-2021	2021	RSC	
Environmental Science: Nano¹	2051-8161	2014-2021	2021	RSC	
Environmental Science: Processes & Impacts including Journal of Environmental Monitoring (1464-0333) 2008-2012	2050-7895	2013-2021	2021 -	RSC	
Environmental Science: Water Research & Technology¹	2053-1419	2015-2021	2021	RSC	
Faraday Discussions	1364-5498	2008-2021	2021	RSC	
Food & Function¹	2042-650X	2010-2021	2021	RSC	
Green Chemistry	1463-9270	2008-2021	2021	RSC	
Inorganic Chemistry Frontiers¹	2052-1553	2014-2021	2021	PKU	
Journal of Analytical Atomic Spectrometry	1364-5544	2008-2021	2021	RSC	
Journal of Materials Chemistry A	2050-7496	2013-2021	2021	RSC	
Journal of Materials Chemistry B	2050-7518	2013-2021	2021	RSC	
Journal of Materials Chemistry C including Journal of Materials Chemistry (1364-5501) 2008-2012	2050-7534	2013-2021	2021 -	RSC	
Lab on a Chip	1473-0189	2008-2021	2021	RSC	
Materials Chemistry Frontiers¹	2052-1537	2017-2021	2021	IC	
Materials Horizons¹	2051-6355	2014-2021	2021	RSC	
Molecular Omics including Molecular BioSystems (1742-2051) 2008-2017	2515-4184	2018-2021	2021 -	RSC	
Molecular Systems Design & Engineering¹	2058-9689	2016-2021	2021	RSC	
Nanoscale¹	2040-3372	2009-2021	2021	RSC	
Nanoscale Horizons¹	2055-6764	2016-2021	2021	RSC	
Natural Product Reports	1460-4752	2008-2021	2021	RSC	
New Journal of Chemistry	1369-9261	2008-2021	2021	CNRS	
Organic & Biomolecular Chemistry	1477-0539	2008-2021	2021	RSC	
Organic Chemistry Frontiers¹	2052-4129	2014-2021	2021	SIOC	
Physical Chemistry Chemical Physics	1463-9084	2008-2021	2021	Owner Societies	
Polymer Chemistry¹	1759-9962	2010-2021	2021	RSC	
Reaction Chemistry & Engineering¹	2058-9883	2016-2021	2021	RSC	
RSC Advances^{1, 3}	2046-2069	2011-2016	-	RSC	
RSC Medicinal Chemistry including MedChemComm ¹ (2040-2511) 2010-2019	2632-8682	2020-2021	2021	RSC	
Soft Matter	1744-6848	2008-2021	2021	RSC	
Sustainable Energy & Fuels¹	2398-4902	2017-2021	2021	RSC	

¹ Access is free for the first two (2) years/volumes.

² From January 2015 *Chemical Science* is a Gold Open Access journal.

³ From January 2017 *RSC Advances* is a Gold Open Access journal.

⁴ *Annual Reports on the Progress of Chemistry, A, B, C* are offered free of charge as an addition during the term of the Agreement.

Section B

The electronic versions of the following databases are offered free of charge as an addition during the term of the Agreement:

Databases	E-ISSN	Years	Access	Copyright Owner*
Analytical Abstracts¹	1471-7107	2021 database	External	RSC
Chemical Hazards in Industry	1476-3907	Closed database	External	RSC
Education in Chemistry	1749-5326	2021 database	External	RSC
Laboratory Hazards Bulletin	1476-3915	Closed database	External	RSC
Natural Product Updates	1478-1557	2021 database	External	RSC
Synthetic Reaction Updates¹ including access to: Catalysts & Catalysed Reactions (1474-9181) 2002-2014 Methods in Organic Synthesis (1478-1565) 1998-2014	2055-6152	2021 database	External	RSC

Section C

Not applicable.

* RSC	The Royal Society of Chemistry
ACS GD	American Chemical Society, Division of Geochemistry
CNRS	Centre National de la Recherche Scientifique
ESP/EPA	European Society for Photobiology, European Photochemistry Association
IC	Chinese Chemical Society, Institute of Chemistry of Chinese Academy of Sciences and Royal Society of Chemistry
IChemE	Institution of Chemical Engineers and Royal Society of Chemistry
Owner Societies	Canadian Society for Chemistry, Deutsche Bunsen-Gesellschaft für Physikalische Chemie, Institute of Chemistry of Ireland, Israel Chemical Society, Kemisk Forening, Koninklijke Nederlandse Chemische Vereniging, Korean Chemical Society, New Zealand Institute of Chemistry, Norsk Kjemisk Selskap, Polskie Towarzystwo Chemiczne, Real Sociedad Española de Química, Royal Australian Chemical Institute, Royal Society of Chemistry, Società Chimica Italiana, Suomen Kemian Seura - Kemisk Sällskapet i Finland, Svenska Kemistsamfundet, Swiss Chemical Society, and Türkiye Kimya Dernegi,
PKU	Chinese Chemical Society, Peking University and Royal Society of Chemistry
SIOC	Chinese Chemical Society, Shanghai Institute of Organic Chemistry and Royal Society of Chemistry

SCHEDULE B

Customer Site(s) and Secure Authentication Protocol

Customer Site(s) and Secure Authentication Protocol

Customer Site	IP Addresses
Kaunas University of Technology	

SCHEDULE C

Payment

The Fee for RSC Gold excluding Archive are as follows:

Item No.	Type of proposed services	Price in GBP, VAT exclusive	Price in GBP, VAT inclusive
1.	The services of subscription to the online research database <i>RSC Gold excluding Archive</i> for the Authorised Users of the LMBA Authorised Institutions from the date of the Agreement till 31 December 2021	10,582.00	11,111.10
1.1	Kaunas University of Technology	10,582.00	11,111.10
	TOTAL :	10,582.00	11,111.10

Total price of the Tender, VAT inclusive: **11,111.10 GBP**

This amount includes all costs and all taxes, as well as the VAT which is equal 529.10 GBP. The VAT rate is 5%.

The Publisher shall issue the Invoices for the below indicated amounts payable for the following terms:

From the date of coming into effect of the Licence Agreement till 31 December 2021 – 11,111.10 GBP (VAT inclusive)

The Publisher shall issue only an electronic invoice to the Customer. The Publisher may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoices, which are not compatible with the European standard on electronic invoicing should be issued via www.esaskaita.eu.

SCHEDULE D

Terms and Conditions Use of Information from The Royal Society of Chemistry (“RSC”)

Academic Subscribers

Definitions

Authorised Users:	means the Customer’s current faculty members (including temporary or exchange faculty for the duration of their assignment); enrolled post-graduate and undergraduate students; current staff members; contract personnel directly involved in educational and research activities of the Customer; and Walk-in Users, i.e. persons who do not fall into any of the categories above but are permitted by the Customer to access Publisher Content whilst they are on Customer’s physical premises. Such access must at all times be by Secure Authentication on computer terminals within the Customer’s physical premises. Walk-In Users may not be given means to access Publisher Content outside the Customer’s physical premises or by any wireless network unless the network is a secure network provided by the Customer.
Commercial Use:	means use which is for direct monetary reward or commercial advantage, whether by or for the organisation or Authorised User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of RSC Information. For the avoidance of doubt: <ul style="list-style-type: none"> (i) charging of Authorised Users by the organisation for use of RSC Information is not deemed to constitute Commercial Use; (ii) use of RSC Information by the organisation or Authorised Users in the course of academic research funded by a commercial organisation is not deemed to constitute Commercial Use; and (iii) use of RSC Information by the organisation or Authorised Users in the course of contract research carried out for a commercial organisation to which the research results will be provided <u>is</u> deemed to constitute Commercial Use;
Customer	means the university or other organisation which has a contractual relationship with the RSC to access certain RSC Information.
RSC Information	means information provided by the RSC that an Organisation and their Authorised Users have a contractual entitlement to access.
Secure Authentication:	means access to RSC Information by Internet Protocol (“IP”) ranges or by a username and password provided by the RSC to Customer or by another means of authentication agreed between the RSC and the organisation;

Prohibited Uses

Authorised Users shall not use any automated program including without limitation webcrawlers to access RSC Information. Such activities may have a detrimental effect on RSC Information or access thereto, and they are strictly forbidden.

Permitted Uses

Authorised Users may access RSC information via Secure Authentication only.

Authorised Users are permitted to:

1. search, retrieve, display, and view RSC Information;
2. copy (including printing and downloading) RSC Information and retain it as long as required for their own personal non-Commercial Use;
3. use RSC Information for the purposes of research or private study only, and not for Commercial Use;
4. store RSC Information electronically, provided the use is consistent with the other terms and conditions described here; and
5. include RSC information (for example, a figure, diagram or chart) in a presentation or in a published work provided always that permission has been sought and obtained from the RSC in advance, except as permitted in accordance with fair use/fair dealing principles. Details of the RSC’s procedures for processing permission requests can be found on the RSC’s website at <http://rsc.li/permissions>. The material must carry the relevant credit, as specified below in a position and typeface as to be clearly visible. (Please refer to www.rsc.org/journalscopyright for the list of copyright owners of RSC journals):
 - (i) “(original citation) – Reproduced by permission of The Royal Society of Chemistry”; or
 - (ii) “(original citation) – Reproduced by permission of the PCCP Owner Societies”; or
 - (iii) “(original citation) – Reproduced by permission of The Royal Society of Chemistry (RSC) on behalf of the copyright owner and the RSC”;

In addition to the above, Authorised Users other than Walk-in Users are permitted to:

1. distribute or otherwise make available RSC information to other Authorised Users;
2. include copies (including printed or downloaded) of RSC information:
 - (i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with the course of instruction only; and
 - (ii) in reserves (in printed or electronic form) for access by Authorised Users in connection with specific courses offered by the organisation.

Copies of RSC information in any online or offline (for example, CD-ROMs) electronic form whatsoever which are included in electronic course packs or reserves must be deleted or destroyed, as appropriate, by the Authorised User no later than thirty (30) days after the end of the term in which the related course concludes.

If Authorised Users wish to gain permission from the RSC to carry out any other activity not explicitly mentioned above, they must obtain prior permission from the RSC. Go to <http://rsc.li/permissions> for details.

Copyright

The RSC and any other applicable copyright owner(s) retains all applicable intellectual property rights, including but not limited to, copyright, and database rights, and these Terms and Conditions do not have the effect of transferring any such rights to any Authorised User. Copyright notices must not be removed, obscured, or modified in any way. Authorised Users must take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in RSC Information. The relevant copyright notice must be displayed on all copies made from RSC Information.

SCHEDULE E

**Tender For Services of Subscription to the Online Research Database RSC Gold
Excluding Archive, submitted on 31 March 2021**

ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE
RSC GOLD EXCLUDING ARCHIVE

31/03/2021

(Date)

CAMBRIDGE, UK

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	THE ROYAL SOCIETY OF CHEMISTRY THOMAS GRAHAM HOUSE 290 SCIENCE PARK, MILTON ROAD CAMBRIDGE, CB4 0WF, UK
The name, surname and position of the person responsible for the availability of the access	Sales Support Co-ordinator
Phone	+44 (0)1223 432150
E-mail	salessupport@rsc.org

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

Item No.	Type of proposed services	Price in GBP, VAT exclusive	Price in GBP, VAT inclusive ¹
1.	The services of subscription to the online research database <i>RSC Gold excluding Archive</i> for the Authorised Users of the LMBA Authorised Institution from the date of coming into effect of the Licence Agreement till 31 December 2021		
1.1	Kaunas University of Technology	£10,582.00	£11,111.10
	TOTAL :	£10,582.00	£11,111.10

Total price of the Tender, VAT inclusive – ...11,111.10... GBP.

This amount includes all costs and all taxes, as well as the VAT which is equal..529.10 GBP.

The VAT rate is .5 %.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term:

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2021 – 11,111.10 GBP (VAT inclusive)

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object (Annex 2)	3
2.	Oath Declaration (Annex 4)	2
3.	ESPD	To be filed online

8. To perform the Agreement, we intend to invoke the following sub-suppliers
 _____ N/A _____ for this part of the Licence Agreement _____ N/A _____.

(name and address)

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

* To be completed only in the cases when the confidential information is being submitted.

NICOLA HADEN, CUSTOMER SALES SUPPORT MANAGER

(Name, surname, position and signature of the Supplier or its aut

DocuSigned by:

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE
RSC GOLD EXCLUDING ARCHIVE**

I. Background information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *RSC Gold excluding Archive* for the Authorised Users of the LMBA Authorised Institution listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be i, Manager of Databases:
E-mail: info@lnb.lt; phone: +370 5 239 86 84
Lithuanian Research Library Consortium
Gedimino av. 51
LT-01109 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institution shall have access to the Licensed Materials of the online research database *RSC Gold excluding Archive* consisting of below listed journals' titles:

Journals	E-ISSN	Access years during Term	Post-cancellation access
Analyst	1364-5528	2008-2021	2021
Analytical Methods ¹	1759-9879	2009-2021	2021
Annual Reports on the Progress of Chemistry,	A	1460-4760	2008-2013
	B	1460-4779	2008-2013
	C	1460-4787	2008-2013
Biomaterials Science ¹	2047-4849	2013-2021	2021
Catalysis Science & Technology ¹	2044-4761	2011-2021	2021
Chemical Communications	1364-549X	2008-2021	2021
Chemical Science ^{1,2}	2041-6539	2010-2014	-
Chemical Society Reviews	1460-4744	2008-2021	2021

Journals	E-ISSN	Access years during Term	Post-cancellation access
CrystEngComm	1466-8033	2008-2021	2021
Dalton Transactions	1477-9234	2008-2021	2021
Energy & Environmental Science ¹	1754-5708	2008-2021	2021
Environmental Science: Nano ¹	2051-8181	2014-2021	2021
Environmental Science: Processes & Impacts including Journal of Environmental Monitoring (1464-0333) 2008-2012	2050-7895	2013-2021	2021
Environmental Science: Water Research & Technology ¹	2053-1419	2015-2021	2021
Faraday Discussions	1364-5498	2008-2021	2021
Food & Function ¹	2042-650X	2010-2021	2021
Green Chemistry	1463-9270	2008-2021	2021
Inorganic Chemistry Frontiers ¹	2052-1553	2014-2021	2021
Journal of Analytical Atomic Spectrometry	1364-5544	2008-2021	2021
Journal of Materials Chemistry A	2050-7496	2013-2021	2021
Journal of Materials Chemistry B	2050-7518	2013-2021	2021
Journal of Materials Chemistry C	2050-7534	2013-2021	2021
Including Journal of Materials Chemistry (1364-5501) 2008-2012			-
Lab on a Chip	1473-0189	2008-2021	2021
Materials Chemistry Frontiers ¹	2052-1537	2017-2021	2021
Materials Horizons ¹	2051-8355	2014-2021	2021
Molecular Omics including Molecular BioSystems (1742-2051) 2008-2017	2515-4184	2018-2021	2021
Molecular Systems Design & Engineering ¹	2058-9889	2016-2021	2021
Nanoscale ¹	2040-3372	2008-2021	2021
Nanoscale Horizons ¹	2055-6764	2016-2021	2021
Natural Product Reports	1460-4752	2008-2021	2021
New Journal of Chemistry	1369-9281	2008-2021	2021
Organic & Biomolecular Chemistry	1477-0539	2008-2021	2021
Organic Chemistry Frontiers ¹	2052-4129	2014-2021	2021
Physical Chemistry Chemical Physics	1463-9084	2008-2021	2021
Polymer Chemistry ¹	1759-9982	2010-2021	2021
Reaction Chemistry & Engineering ¹	2058-9883	2016-2021	2021
RSC Advances ^{1,3}	2046-2089	2011-2016	-
RSC Medicinal Chemistry including MedChemComm ¹ (2040-2511) 2010-2019	2632-8682	2020-2021	2021
Soft Matter	1744-8848	2008-2021	2021
Sustainable Energy & Fuels ¹	2398-4902	2017-2021	2021

¹ Access is free for the first two (2) years/volumes.

² From January 2015 *Chemical Science* is a Gold Open Access journal.

³ From January 2017 *RSC Advances* is a Gold Open Access journal.

5. The Authorised Users of the LMBA Authorised Institution indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *RSC Gold excluding Archive* from the date of coming into effect of the License Agreement till 31 December 2021, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User. For avoidance of doubt Publisher shall not be liable for any downtime which is not the fault of the Publisher.
6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research

database *RSC Gold excluding Archive* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.

7. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
8. At the request of the Authorized Institution the Supplier shall make available the Licensed Materials in KBART format.

III. Authorised Institutions

9. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *RSC Gold excluding Archive* shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lyb.lt/>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 1 (one) Authorised Institution – member of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Kaunas University of Technology	7792	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	

10. Any of the IP addresses indicated in Item 9 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.