

IOP Publishing

“IOPscience extra”

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1. IOP agrees that the Members may give Authorised Users (defined in standard condition 1) electronic access to the journals listed in Annex 2 (the "Journals"), as part of IOPscience extra (the "Service"), subject to these terms and conditions.
2. The Members will access the Journals through the IP addresses set out in Annex 2 or through IP addresses previously supplied to IOP (the "IP addresses"). The Members shall notify IOP in writing if the IP addresses previously supplied to IOP are now inaccurate or incomplete and shall also notify IOP in writing if, at any time during the term of this Licence, there are any changes to the IP addresses.
3. This Licence is subject to the IOP Standard Terms and Conditions which are set out in Schedule 1.
4. Any amendments to these terms and conditions must be in writing and signed by authorised signatories of both parties.
5. This Licence shall be for the initial term which is set out in Annex 2.
6. Neither the Consortium nor any of the Members shall assign or transfer its right to access the Service to any other institution, organisation or person.
7. These terms and conditions apply only to electronic access by the Members to the Service. Separate licence agreements are available for IOP's other products and services. For the avoidance of doubt, where the Consortium or the Members have previously entered into a separate agreement with IOP, including, but not limited to, an archive agreement, and that agreement is still in force, the Consortium's and/or the Members' rights and obligations under that agreement which relate to that other service are unaffected by these terms and conditions.
8. IOP's online journals and their content, including abstracts, are either owned by IOP or IOP has the right to make them available and are subject to all applicable copyright, database protection and other rights of copyright owners and publishers under the laws of England and other countries. Authorised Users shall claim no ownership by reason of their use of or access to the Service. ALL RIGHTS RESERVED.
9. This Licence is governed by and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts. The Consortium shall not be bound by this paragraph to the extent that compliance would

violate any existing law, regulation, by-laws or articles of incorporation or governing instrument.

- 10 The parties acknowledge that any amendments to this Licence shall be subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.
11. IOP 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. IOP shall use, store or otherwise process any personal information which relates to and/or identifies the Consortium and/or the Authorised Users (including, but not limited to, names and addresses) only to the extent reasonably necessary for IOP, 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 Services to the Consortium and/or to the Authorised Users and only for the time of the provision of the Services.

SCHEDULE 1: IOP STANDARD TERMS AND CONDITIONS

Authorised Users

- 1 In these terms and conditions, for a Member, the term “Authorised Users” shall mean its employees, faculty (permanent, temporary and visiting), students officially affiliated with the Institution, persons with legal access to the library's facilities using one of the IP addresses, and contract staff (permanent or temporary). Authorised Users include persons affiliated with remote sites or campuses of the Member in the same country as the Member and/or persons affiliated with the Member who are studying overseas at sites or campuses of a third party institution on a temporary basis.

For the avoidance of doubt, walk in users shall only be entitled to access the Service whilst on the Member's premises and shall lose this access upon departure. In addition, such persons shall be excluded from all remote access privileges.

Access to the Service

- 2 Where a Member wishes to allow the Authorised Users to access the Service from terminals or work stations at locations other than the site addresses supplied to IOP, this may be done via public access, caching and proxy servers, or some other recognized authentication system such as Shibboleth, provided that the Authorised Users access the Service through the IP addresses and provided further that the Member has adequate security measures in place to ensure that only Authorised Users access the Service via the applicable method.
- 3 Access extends only to Authorised Users individually and may not be transferred or extended to others. The Consortium and the Members shall take all reasonable measures to ensure that only Authorised Users can use the Service and shall ensure that Authorised Users are made aware of and understand the restrictions and prohibitions on use set out in these terms and conditions and that they abide by them. The Consortium and the Members shall also exercise vigilance and be responsible for all display and access controls, including security measures, necessary to ensure that the Service is only accessible by Authorised Users. The Consortium and the Members shall make every effort to enforce these terms and conditions on receiving information that reasonably indicates that they are being violated.
- 4 Authorised Users may access, download, store, search and print hard copy of text. Copying must be limited to making a single printed copy or electronic copies of a reasonable number of individual articles, chapters or other similar items.
- 5 No text accessed via the Service may be made available to non-Authorised Users, either for commercial reward or free of charge, except that for inter-library loan purposes a single paper copy of an electronic original may be made and sent non-digitally to a library in the same country as the Member under fair dealing/use exemptions. In addition, for inter-library loan purposes a Member may make a single paper copy of an electronic original available to a library in the same country by secure transmission using Ariel or ILLiad (or their equivalent) whereby that electronic file is deleted immediately after printing. Such supply must be for the purpose of research or private study and not for commercial use or onward transmission or distribution. In the USA, such copies may

only be made in compliance with Section 108 of the Copyright Act of the USA and within CONTU guidelines. Upon request, the Consortium shall provide IOP with a quarterly report on the number of electronic interlibrary loans made by the Members. In the event of abuse, IOP may withdraw the right described in this clause.

- 6 Intentionally left blank.
- 7 Access is granted to Authorised Users of educational institutions solely for private study or research for a non-commercial purpose by Authorised Users. Such Authorised Users may use the Service for educational resources, such as "course packs", made available solely to Authorised Users, provided that electronic copies included in such educational resources are removed or deleted at the end of the semester or term in which the relevant course ends. Such Authorised Users may also make brief quotations from the content of the Journals, with the customary acknowledgement of the source, and copy and transmit content from individual online articles in "person-to-person" and non-systematic scholarly exchanges of information.
- 8 The Members and Authorised Users may only use this online access in a way that does not breach the laws of the country in which they are accessing the Service.
- 9 Altering, recompiling, systematic or programmatic copying, reselling, redistributing, supplying, publishing or republishing (beyond the brief quotations permitted above) of any Journal text, output, search results or other information from any part of the Service, including, without limitation, copyright, proprietary or other legal notices, in any form or medium is prohibited. Downloading an entire issue of a Journal; systematic downloading, service bureau redistribution services; printing for a for-fee-service purpose; document delivery services and/or the systematic making of print or electronic copies for transmission to non-Authorised Users (beyond that permitted above) are prohibited.

Termination

- 10 Access to the Service by a Member shall terminate immediately if these terms and conditions are materially breached and such breach is not remedied within 30 days of the Member receiving a written request to remedy such breach. IOP will write to its contact at the Member to notify them and to alert them to the fact that access to the Service will be terminated by IOP if the breach is not remedied. IOP shall have the right to terminate that access if the breach is not remedied to its satisfaction within 30 days of such notification being sent to the relevant Member. Consequential amendments as are necessitated by such termination will be made to this Licence following such notice.
- 11 In addition a Member may give at least 90 days written notice of its intention to cease to be a Member under this Licence provided the Member confirms in such notice that the reason for termination is the withdrawal or cessation of funding (i.e. a material reduction of the acquisition budget of the library) in respect of the Fees. Consequential amendments as are necessitated by such termination will be made to this Licence following such notice. If, in its discretion, IOP considers that a sufficiently high number of Members have withdrawn from this Licence then it reserves the right to review the terms and conditions including, but not limited to, that relating to the Licence Fee.

Continued Access to Content

- 12 Upon termination of access to the Service, where the Member is not in breach of any of the terms and conditions of this Licence and has paid all its fees in full, a Member(s) will be entitled to have continued access to the issues of the Journals published in the calendar year in which it became a Member under this Licence and, where it remains a Member under this Licence for subsequent full calendar years, the Member(s) will have continued access to the issues of the Journals under this Licence which were published in those full calendar years (the "Available Content"). All other access shall terminate, including, but not limited to, access to any publications included within the Service from time to time which are not listed as one of the Journals. The Available Content will be made available via a web site on payment of an annual maintenance fee and for so long as IOP provides electronic access to that content via a web site. If access via a web site is no longer available at any time, the Available Content will be made available on disk or some other form of electronic media. If, at any time, IOP ceases to publish or distribute any of the Available Content then it will use its reasonable endeavours to negotiate the right for the Member(s) to continue to access it in accordance with these terms and conditions.

Fees

- 13 The fee payable by the Members for the Initial Term shall be as specified in Annex 1. All fees due under this Licence shall be payable by the Members within 60 days of the date of invoice. Whilst any of the journals published by IOP are part of SCOAP 3 (the sponsoring Consortium for Open Access Publishing in Particle Physics) then IOP will make appropriate adjustments to the licence fee to reflect this.
- 14 IOP shall issue only an electronic invoice to the Consortium. IOP 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. IOP shall pay all relevant fees for submitting the electronic invoices.
- 15 All sums specified are exclusive of sales taxes (where applicable) which shall be paid by the Members on presentation of an appropriate tax invoice or other appropriate claims document. IOP will do all it reasonably can to support the Consortium and the Members regarding an application by them for tax exemption if necessary and will provide all required documents wherever reasonably practicable.

Withdrawal of the Journals

- 16 IOP reserves the right at any time to withdraw any of the Journal(s) (or part) from the Service if it no longer retains the right to publish or ceases, for whatever reason, to publish or to distribute such Journal(s) or if, in its sole discretion, it believes that such Journal(s) contains any material which infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

- 17 If any Journal(s) is withdrawn, IOP will give the Consortium written notice and, where applicable, will substitute it with another journal which is not currently included as part of the Journals. If it does not substitute the Journal with another journal then IOP will reduce the fee for that calendar year by a sum equivalent to the contribution of the withdrawn content to the total fee, pro-rated. IOP shall be entitled to off-set any reduction owing to the Consortium or any of the Members against any amounts owed to IOP by the Consortium or any of the Members under any agreement between the parties.

Availability of the Journals

- 18 IOP will use its reasonable endeavours to make the Journals available on a 24 hour basis, subject to IOP's right to suspend access in order to carry out routine maintenance, repairs, testing, reconfigurations or upgrades and unavailability caused by circumstances beyond IOP's reasonable control including, but not limited to, downtime relating to telecommunications lines or any Internet nodes or facilities. If access is suspended or interrupted, or fault or defect occurs which prevents access, IOP's liability shall be limited to using all commercially reasonable efforts to restore access as soon as is reasonably practicable. IOP shall have no other liability in this respect. IOP shall not be liable for any delay, downtime, transmission error, software or equipment incompatibility, force majeure or any failure of performance beyond its reasonable control.
- 19 IOP reserves the right to suspend access for a particular Member(s) to the Journals on detecting a breach of these terms and conditions but will not do so without notifying the relevant Member(s) in advance.

Warranties and Exclusions of Liability

- 20 IOP WARRANTS THAT IT IS ENTITLED TO GRANT THE LICENCES IN THESE TERMS AND CONDITIONS.
- 21 IOP WILL TAKE REASONABLE CARE TO ENSURE THAT THE JOURNALS ARE COMPLETE, ACCURATE AND ERROR FREE BUT IOP DOES NOT WARRANT THEIR COMPLETENESS OR ACCURACY AND DOES NOT WARRANT THAT THE MEMBERS' ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE RESULTS OBTAINED WILL BE USEFUL OR WILL SATISFY INSTITUTIONAL REQUIREMENTS.
- 22 OTHER THAN AS SET OUT ABOVE, IOP MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 23 IOP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHER DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS LICENCE AND/OR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF CONTRACTS, BUSINESS INTERRUPTION OR LOSS OF DATA.

- 24 IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF IOP FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF A BREACH OR TERMINATION OF ACCESS TO THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE, EXCEED THE TOTAL AMOUNT PAID BY THE CONSORTIUM AND/OR THE MEMBERS TO IOP FOR THE SERVICE DURING THE YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, EVEN IF IOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE.
- 25 THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.
- 26 REGARDLESS OF THE CAUSE OR FORM OF ACTION, NEITHER THE CONSORTIUM NOR THE MEMBERS MAY BRING ANY ACTION ARISING FROM THESE TERMS AND CONDITIONS MORE THAN SIX CALENDAR MONTHS AFTER THE CAUSE OF ACTION AROSE.
- 27 EACH OF THE MEMBERS ASSUMES SOLE RESPONSIBILITY FOR ALL USE OF THE SERVICE THROUGH ITS IP ADDRESSES AND INDEMNIFIES AND AGREES TO HOLD IOP INDEMNIFIED FROM ANY LIABILITY OR CLAIM OF ANY PERSON ARISING FROM SUCH USE.
- 28 IOP USES ALL REASONABLE ENDEAVOURS TO INCLUDE ALL RESEARCH MATERIAL FORMING PART OF THE PRODUCTS IN THE ARCHIVE SERVICE BUT DUE TO THE AGE, RARITY AND UNAVAILABILITY OF CERTAIN MATERIAL, IOP ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THE MATERIAL AND MAKES NO REPRESENTATION OR WARRANTY IN THIS REGARD.
- 29 IOP CONDUCTS REASONABLE QUALITY CHECKING AS PART OF THE PRODUCTION PROCESS OF THE ARCHIVE SERVICE. THIS CHECKING ENCOMPASSES ACCURACY AND COMPLETENESS. NO CHECKING ABOVE AND BEYOND THE CHECKING WHICH FORMS PART OF THE PRODUCTION PROCESS HAS BEEN CARRIED OUT. CONSEQUENTLY, IOP ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE MATERIAL LICENSED AND MAKES NO WARRANTY OR REPRESENTATION IN THIS REGARD.

General

- 30 Failure to enforce any provision on any one occasion will not affect a party's right to enforce another provision or the same provision on another occasion. These terms and conditions constitute the entire agreement between the parties relating to the Service and supersede any prior communication between them with respect to the subject matter hereof. This is not intended to exclude any liability that either party may have for fraud.
- 31 Where, at the time of agreeing to these terms and conditions, the Members have existing subscriptions to print journals published by IOP and included within the Service, they may be entitled to renew those print subscriptions for a deep discount rate of 90% of the full rate print subscription cost whilst they have access to the Service.
- 32 The liability of the Consortium and the Members under this Licence is joint and several.

- 33 Any notice served by a party to this Licence may be sent by air mail, courier or electronic mail to the relevant address set out below and, if so sent, shall be deemed to have been served, in respect of airmail or courier, ten working days after the date of posting and, in respect of electronic mail, at the time of such transmission (if on a working day) or, if not so received, 10am on the next working day. Notices sent to a Member by IOP relating to this Licence will be copied to the Consortium:

If to the Consortium:

Lithuanian Research Library Consortium
Gedimino Ave. 51, LT-01504 Vilnius, Lithuania
Tel: +370 5 239 8684
Email: imba@lnb.lt

If to the Publisher:

Senior Group Legal Adviser
IOP Publishing Ltd.
Temple Circus, Temple Way, Bristol BS1 6HG
United Kingdom
Tel: +44 (0)117 930 1175
Email: legal@ioplegal.org

- 34 Nothing in this Licence shall create or be deemed to create a partnership or the relationship of principal and agent between the parties and the Consortium and the Members shall have no right or authority to bind or to make any representation or warranty on behalf of IOP.
- 35 The failure of any party to enforce any provision on one occasion shall not affect its right to enforce another provision or the same provision on another occasion.
- 36 If any provision of this Licence is void or unenforceable, or renders this Licence or any part of it void or unenforceable, then that provision shall be severable from the remainder of this Licence which shall continue in force and be construed as if such provision had never been contained.
- 37 Where, during the term of this Licence, a Member merges with another institution it shall be entitled to add that institution's sites to this Licence provided that, where that other institution is an existing customer of IOP, that institution maintains all of its then current subscriptions with IOP (whether for print and/or electronic products and services) or, where that institution wishes to cancel any or all of its existing subscriptions, going forward, the cost of those cancelled subscription(s) is added to the then current Licence Fee payable under this Licence.
- 38 Save where disclosure is required by the Consortium and/or the Members' governing laws or constitutions, they shall keep the terms of this Licence confidential, including, but not limited to, the Licence Fee, and they shall not disclose the same to any third party.
- 39 The Consortium warrants that it is the duly authorized agent and representative of the Members for the purpose of this Licence and has the authority to sign this Licence on their behalf.

- 40 Where an article in a Journal is published on a gold open access basis (i.e. after payment of the applicable IOP article publication charge) any person may post it anywhere they choose immediately under the terms of applicable Creative Commons licence referred to on that article. Where an article in an IOP owned journal is published on a subscription basis, the accepted manuscript version of an article can be posted in accordance with the terms of IOP's applicable author rights policy, currently available at <https://publishingsupport.iopscience.iop.org/author-rights-policies/> For articles published on a subscription basis, posting the final published version is not permitted under any circumstances.
- 41 The Members will be permitted to carry out text and data mining of the Journals, in accordance with the terms set out in Schedule 2.
- 42 Where the Members provide Personal Data (as defined in the Data Protection Act (2018) and any subsequent legislation or regulations) to IOP, the Consortium acknowledges that such Personal Data may be processed:
- 42.1 for the administration of this Licence;
- 42.2 for the provision of services in connection with this Licence, including, but not limited to, creation of the Members' online accounts and exchange of customer service communications; and/or
- 42.3 as otherwise stated in IOP's Privacy Policy from time to time.

SCHEDULE 2: TEXT AND DATA MINING

"Text and Data Mining" means to download, extract and index information from the Journals for non-commercial purposes. Where required, mount, load and integrate the results on a server used for the Consortium and/or the Members' text-mining system and evaluate and interpret the TDM Output. The Consortium and the Members shall use all reasonable efforts to ensure compliance with this Licence, including security and technical access requirements; and

"Text and Data Mining Output ("TDM Output")" means the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, such as in the creation of an index, reference, abstract, relative or absolute description or representation of the Journals, an algorithm, formula, metrics, method, standard or taxonomy describing or based on the Journals, a relational expression or measurement, whether scalable or not, of the Journals, extraction, alternative representation or translation, expression or discussion of any extracts from mined Journals, whether in the form of a direct extraction or a representation in any form which is based on the Journals.

- 1 The Consortium and the Members may load and technically format the Journals on their or a third party server that enables access to and use of the Journals for Text and Data Mining purposes by Authorised Users by using automated programs or devices to continuously and automatically (i) download, extract and index information from the Journals for the purpose of enhanced navigation of the Journals and (ii) extract semantic entities from the Journals for the purpose of recognition and classification of the relations between them and (iii) derive patterns within the Journals and (iv) evaluate and interpret the TDM Output. IOP excludes any warranty regarding the quality of the metadata, formatting and errors or omissions. The Journals are made available "as is" and without warranty of fitting the description of the Journals in the metadata or otherwise, any fitness for purpose, satisfactory quality, reliability and completeness.
- 2 Except as expressly stated in this Licence, or otherwise permitted in writing by IOP, the Consortium and the Members and Authorised Users shall not in respect of Text and Data Mining:
 - 2.1 perform systematic or substantive extracting of the Journals for the purposes of creating a product or service for use by third parties;
 - 2.2 utilise the TDM Output to enhance institutional or subject repositories in a way that could compete with the value of the final peer reviewed articles in the Journals, or substitute and/or replicate any other existing IOP product, service and/or solution;
 - 2.3 extract, develop or use the Journals in any commercial activity other than for Text and Data Mining;
 - 2.4 abridge, modify, translate or create any derivative work based on the Journals, except to the extent necessary to make it perceptible on a computer screen to Authorised Users;
 - 2.5 use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Journals; and/or

- 2.6 substantially reproduce, retain or redistribute the Journals.
- 3 Authorised Users are free to use the TDM Output and any database rights created as a result of Text and Data Mining activities are the sole property of the Authorised Users. Such TDM Output shall be licensed under a Creative Commons CC-BY NC ND licence, include a link to the DOI of the applicable article wherever practicable and include a maximum of 200 characters from the original article.
- 4 Any rights of the Consortium and the Members to carry out Text and Data Mining of the Journals shall only apply whilst this Licence is in force and, upon termination of this Licence for any reason, those rights shall cease automatically save in so far as they relate to any issues of the Journals in which the Consortium and the Members have continued access rights under this Licence. Accordingly, upon termination, the Consortium and the Members shall delete from their and all third party servers all other issues of the Journals that they have stored for Text and Data Mining, unless necessary for purposes of reproducibility.

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**

IOPscience extra
April 7, 2021 | 07:24 PDT

(Date)

Bristol, United Kingdom

(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>	IOP Publishing Limited
The name, surname and position of the person responsible for the availability of the access	Subscriptions Manager
Phone	+44(0)117 929 1818
E-mail	...@iopfinance.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 EUR, VAT exclusive	Price EUR, VAT inclusive ¹
1.	The services of subscription to the online research database <i>IOPscience extra</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of the Licence Agreement till 31 December 2021:		
1.1	Kaunas University of Technology	16,000.69	16,800.72
1.2	Vilnius Gediminas Technical University	3,999.81	4,199.80
1.3	State Scientific Research Institute Center for Physical Sciences and Technology	10,000.00	10,500.00
	TOTAL:	30,000.50	31,500.52

Total price of the Tender, VAT inclusive – 31,500.52 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 1,500.02 EUR.

The VAT rate is 5 %.

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

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.

following term:

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2021 – 31,500.52 EUR (VAT inclusive).

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	4
2.	The Supplier's Oath Declaration	2
3.	ESPD	14

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

(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.

, Sales & Marketing Director

DocuSigned by:


(Name, surname, position and signature of the Supplier or its authorised representative)

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE
*IOPscience extra***

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 *IOPscience extra* for the Authorised Users of the LMBA Authorised Institutions 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 _____, Manager of Databases:
E-mail: _____@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 Institutions shall have access to the Licensed Materials of the online research database *IOPscience extra* consisting of below listed journals' titles:

	Titles	E-ISSN	Start year	End Year
1	2D Materials	2053-1583	2014	2021
2	Advances in Natural Sciences: Nanoscience and Nanotechnology	2043-6262	2019	2021
3	Biofabrication	1758-5090	2009	2021
4	Bioinspiration and Biomimetics	1748-3190	2006	2021
5	Biomedical Materials	1748-605X	2006	2021
6	Biomedical Physics & Engineering Express	2057-1976	2015	2021

6	Chinese Physics B Formerly: Chinese Physics	2058-3834 1741-4199	2008 2000	2021 2007
7	Chinese Physics C	2058-6132	2008	2021
8	Chinese Physics Letters	1741-3540	2000	2021
9	Classical and Quantum Gravity	1361-6382	2000	2021
10	Communications in Theoretical Physics	1572-9494	2000	2021
11	Electronic Structure	2516-1075	2019	2021
12	EPL	1286-4854	2000	2021
13	European Journal of Physics	1361-6404	2000	2021
14	Flexible and Printed Electronics	2058-8585	2016	2021
15	Fluid Dynamics Research	1873-7005	2000	2021
16	Inverse Problems	1361-6420	2000	2021
17	Izvestiya: Mathematics	1468-4810	2000	2021
18	Japanese Journal of Applied Physics	1347-4065	1962	2021
19	Journal of Breath Research	1752-7163	2007	2021
20	Journal of Cosmology and Astroparticle Physics	1475-7516	2003	2021
21	Journal of High Energy Physics	1029-8479	2000	2009
22	Journal of Instrumentation	1748-0221	2006	2021
23	Journal of Micromechanics and Microengineering	1361-6439	2000	2021
24	Journal of Neural Engineering	1741-2552	2004	2021
25	Journal of Optics Formerly: Journal of Optics A: Pure and Applied Optics	2040-8986 1741-3567	2010 2000	2021 2009
26	Journal of Physics A: Mathematical and Theoretical (from 2007) Formerly: Journal of Physics A: Mathematical and General	1751-8121 1361-6447	2007 2000	2021 2006
27	Journal of Physics B: Atomic, Molecular and Optical Physics	1361-6455	2000	2021
28	Journal of Physics: Condensed Matter	1361-648X	2000	2021
29	Journal of Physics D: Applied Physics	1361-6463	2000	2021
30	Journal of Physics G: Nuclear and Particle Physics	1361-6471	2000	2021
31	Journal of Radiological Protection	1361-6498	2000	2021
32	Journal of Semiconductors	2058-6140	2009	2021
33	Journal of Statistical Mechanics: Theory and Experiment	1742-5468	2004	2021
34	Laser Physics	1555-6611	2013	2021
35	Laser Physics Letters	1612-202X	2004	2021
36	Measurement Science and Technology	1361-6501	2000	2021
37	Methods and Applications in Fluorescence	2050-6120	2013	2021
38	Metrologia	1681-7575	2000	2021
39	Modelling and Simulation in Materials Science and Engineering	1361-651X	2000	2021
40	Nanotechnology	1361-6528	2000	2021
41	Nonlinearity	1361-6544	2000	2021
42	Nuclear Fusion	1741-4326	2000	2021
43	Physica Scripta	1402-4896	2000	2021
44	Physical Biology	1478-3975	2004	2021
45	Physics Education	1361-6552	2000	2021

46	Physics in Medicine & Biology	1361-6560	2000	2021
47	Physics-Uspekhi	1468-4780	2000	2021
48	Physics World	2058-7058	2000	2021
49	Physiological Measurement	1361-6579	2000	2021
50	Plasma Physics and Controlled Fusion	1361-6587	2000	2021
51	Plasma Research Express	2516-1067	2019	2021
52	Plasma Science and Technology	2058-6272	2000	2021
53	Plasma Sources Science and Technology	1361-6595	2000	2021
54	Publications of the Astronomical Society of the Pacific	1538-3873	1889	2021
55	Quantum Electronics	1468-4799	2000	2021
56	Quantum Science and Technology	2058-9565	2016	2021
57	Reports on Progress in Physics	1361-6633	2000	2021
58	Research in Astronomy and Astrophysics Formerly Chinese Journal of Astronomy and Astrophysics	2397-6209 -	2009 2001	2021 2008
59	Russian Chemical Reviews	1468-4837	2000	2021
60	Russian Mathematical Surveys	1468-4829	2000	2021
61	Sbornik: Mathematics	1468-4802	2000	2021
62	Semiconductor Science and Technology	1361-6641	2000	2021
63	Smart Materials and Structures	1361-665X	2000	2021
64	Superconductor Science and Technology	1361-6668	2000	2021
65	Surface Topography: Metrology and Properties	2051-672X	2013	2021

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III. Authorised Institutions

10. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *IOPscience extra* shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lvb.lt/>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 3 (three) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE in academic institutions/ registered adult readers in public and other libraries	Address	IP addresses
1.	Kaunas University of Technology	7792	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	
2.	Vilnius Gediminas Technical University	8179	Saulėtekio al. 14, LT-10223 Vilnius, Lithuania	
3.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	

11. Any of the IP addresses indicated in Item 10 herein can be adjusted. The Supplier shall be informed about the adjusted IP addresses 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 Materials at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the Licence Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.

2. The Supplier has not been convicted for the failure to perform obligations related to the tax payment, including the social insurance tax, in accordance with the requirements of the country of the Supplier's registration or the country where the Contracting Authority is located, as set forth in Item 3.2 herein.

3. It shall be considered that the Supplier or its authorised person has been convicted for a criminal deed when:

3.1. With regard to the chief executive officer, a member of other management or supervisory body or other person (persons) entitled to represent the Supplier or to exercise control over the Supplier, to make a decision on its behalf, to conclude a transaction or the financial officer (officers), or other person (persons) having the right to draw up and to sign the accounting documents of the Supplier which is a legal person, other organisation or its branch, a judgement of conviction was passed and became effective within the past five years and this person has unspent or unexpunged conviction;

3.2. With regard to the Supplier which is a legal person a judgement of conviction was passed and became effective within the past five years and this person has unspent or unexpunged conviction, or, in the case of Item 2 of this Declaration – a final administrative order was issued, if such order was issued in compliance with the requirements of the legal acts of the Supplier's country.

4. It is known to me that if the Contracting Authority finds out that the submitted data are misleading, the Supplier shall be eliminated from the procurement procedure.


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145201D32BB4400...

(Signature)

(Name, surname)

As witness the hands of the parties the day and year first above written.

SIGNED by  (signature).....(name)

For and on behalf of IOP Publishing Limited

Date: May 4, 2021 | 03:31 PDT

SIGNED by  (signature).....(name)

For and on behalf of the Consortium

Date: gegužės 4, 2021 | 05:12 PDT