



## ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of final signature of the Agreement by and between **Lithuanian Research Library Consortium (LMBA)**, Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the “Consortium”), for and on behalf of itself and the institutions identified on Schedule 2 pursuant to an authorizing agreement substantially in the form set forth on Schedule 3 (the “Institutions”) known collectively as Consortium (all, collectively, the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

### SECTION 1. SUBSCRIPTION.

#### 1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

#### 1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

#### 1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User; and
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier.

#### 1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as

they appear in the Subscribed Products;

- 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 Subscribed Products;
- substantially or systematically reproduce, retain, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

#### 1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

## **SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.**

#### 2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 2 or as may be otherwise set forth herein after coming into effect of the Agreement.

#### 2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. Elsevier shall inform the Subscriber and its Authorized Users about maintenance and repairs at least 48 hours in advance, unless such notice term is not reasonably possible given the urgency of the situation. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding five (5) consecutive days, then the Elsevier shall refund to the Consortium the amount of the Fees indicated in the Agreement calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year.

#### 2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

#### 2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the usage activity of each Institution available as described at [https://www.elsevier.com/sd\\_usage\\_reports](https://www.elsevier.com/sd_usage_reports). Elsevier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.

### **SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.**

#### **3.1 Authentication.**

Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

#### **3.2 Protection from Unauthorized Access and Use.**

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber’s credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
  - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
  - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
  - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
- provide true, complete and accurate IP addresses, as identified on Schedule 2, for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Subscribed Products by its passwords or credentials used to access the Subscribed Products to ensure that such access was in compliance with all terms and conditions herein; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform

Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Consortium and relevant Institution(s) suspend the access from where the unauthorized use occurred upon notice to the Consortium and relevant Institution(s). The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

### 3.3 *Compliance with Sanction Laws.*

Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

### 3.4 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which may be reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

## **SECTION 4. FEES AND PAYMENT TERMS.**

The Consortium will pay to Elsevier the fees set forth in Schedule 1 and Schedule 4 (the "Fees") within sixty (60) days from the date of invoice issued by Elsevier to the Consortium, in accordance with the schedule set forth in Schedule 1. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fee includes all costs and taxes, as well as the VAT. Any sum to be paid by the Consortium to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Subscriber to Elsevier under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. Elsevier shall issue only an electronic invoice to the Consortium. Elsevier 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](http://www.esaskaita.eu).

## **SECTION 5. TERM.**

### 5.1 *Term.*

The term of this Agreement will commence on the date of signing of the Agreement and continue until 31<sup>st</sup> December 2021 .

### 5.2 *Renewal.*

Parties may renew the Agreement after 31<sup>st</sup> December 2021 for a following term by conducting a

procurement procedure..

## **SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.**

### *6.1 Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

### *6.2 Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

### *6.3 Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### *6.4 Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

## **SECTION 7. GENERAL.**

### *7.1 Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

### *7.2 Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

### *7.3 Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein. The

Agreement shall comply with the Subscriber's Tender documentation applicable to the contract award. In case of contradiction between the Agreement and the Schedules, Schedule 4 (The Tender for the Services of Subscription to the Online Research Database REAXYS prevails.

*7.4 Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber. 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.. The Agreement can be amended if the scope of the Subscribed Products has been adjusted due to objective reasons (e.g. combining/splitting the electronic content and/or transferring the copyright and the related rights).

*7.5 Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

*7.6 Privacy.*

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

*7.7 Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Consortium: Lithuanian Research Library Consortium (LMBA), Gedimino Ave. 51, LT-01109 Vilnius, Lithuania.

*7.8 Confidentiality.*

In order to protect Elsevier's legitimate commercial interests, the Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement, except as stated in Schedule 4 (The Tender for the Services of Subscription to the Online Research Database Reaxys) and official publication of the Agreement and Tender for the Services of Subscription to the Online Research Database REAXYS via Central Public Procurement Informational System (CVP IS). Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

*7.9 Compliance with Laws.*

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

*7.10 Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

#### *7.11 Governing Law and Dispute Resolution*

(a) This Agreement shall be governed by and construed in accordance with Lithuanian law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Lithuanian courts.

(b) The parties agree to use best efforts to resolve disputes in an informal manner. Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

(c) Any person to whom a reference is made under Clause 7.10 (b) shall act as an expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

(d) Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

(e) The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

#### *7.12 Termination.*

(a) Any party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice to the other party identifying the nature of the breach. The termination will become effective thirty days after the receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by a written notice to the other party.

(b) Upon termination of this Agreement by the Consortium due to a material or persistent breach by Elsevier, Elsevier shall reimburse to Consortium a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

(c) Consortium may terminate this Agreement: if the Agreement was awarded to the Elsevier 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 the Agreement has been subject to a substantial modification as prescribed in clause 7.4 of this Agreement; or if Elsevier should have been excluded during the procurement procedure. Upon termination of this Agreement according to this clause, Elsevier shall reimburse to Consortium a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

The Consortium may terminate this Agreement for an individual Institution in the case of loss of external funding or merger or closure of such Institution by serving a written notice to the other party. The termination will become effective thirty days after the receipt of the written notice unless otherwise specified in the notice. In this case, the Consortium shall pay only for the access and use of the Subscribed Products by the Authorized Users of the Institutions during the period of the validity of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LITHUANIAN RESEARCH LIBRARY CONSORTIUM (LMBA)  
(Consortium)**

DocuSigned by:  


Title: President

**ELSEVIER B.V.  
(Elsevier)**

DocuSigned by:  


Title: Executive Vice President Research Solution Sales  
No. 1-

**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 1**  
**Subscribed Products/Access/Fees**

**LITHUANIAN RESEARCH LIBRARY CONSORTIUM (LMBA)**

No. 1-19792192952

<b>Subscribed Products – publisher</b>	<b>Access</b>
<b>Reaxys®</b> Elsevier Limited	reaxys.com
	from the date of entering into force of the Agreement – 31 <sup>st</sup> December 2021
<b>TOTAL Consortium excl. of VAT</b>	<b>€ 31,343.00</b>

Total Fees correspond to the Tender for Services of Subscription to Reaxys: **€ 37,925.03 EURO**. This amount includes all costs and all taxes, as well as the **VAT, which is equal to € 6,582.03 EURO. The VAT rate is 21%**.

The Consortium will pay to Elsevier the Total Fees € 37,925.03 (VAT INCLUSIVE) within sixty (60) days of date of invoice, with invoice date not earlier than the effective date of the Subscription agreement.

**Reaxys Additional Terms and Conditions**

Upon termination of the Subscriber's subscription to Reaxys, the Subscriber will delete all stored copies of items from Reaxys and document the same to Elsevier's reasonable satisfaction. Notwithstanding the foregoing, and for purposes of clarity, the Subscriber will not be required to delete incidental copies of individual items that would be impractical or impossible to remove (i.e. as may have been embedded in spreadsheets, reports and similar printed or electronic documents), provided that such individual items will continue to be subject to the usage provisions of the Agreement, which provisions will survive the termination of the Agreement. For the avoidance of doubt, individual items extracted from Reaxys, may only be provided by an Authorized User to other Authorized Users. The Subscriber and its Authorized Users may not provide such individual items to any third party, except as may otherwise be expressly permitted in writing by Elsevier.

Item No.	Type of proposed services	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>1</sup>
1.	The services of subscription to the online research database <i>Reaxys</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	Vilnius University	€ 22,318.00	€ 27,004.78
1.2	State Scientific Research Institute Center for Physical Sciences and Technology	€ 9,025.00	€ 10,920.25
	<b>TOTAL :</b>	<b>€ 31,343.00</b>	<b>€ 37,925.03</b>

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<sup>1</sup> 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.

**ELSEVIER SUBSCRIPTION AGREEMENT  
Schedule 2**

**Sites/Authentication/Contacts  
Lithuanian Research Library Consortium (LMBA)**

**Subscriber:** Consortium: Lithuanian Research Library Consortium (LMBA)

The online access, including the remote access by the Authorised Users, to the Subscribed Products of the online research database *Reaxys* shall be given to the 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 2 (two) Authorised Institutions – members of the LMBA set forth in the below Table:

<b>Sites:</b> Lithuanian Research Library Consortium (LMBA) Gedimino Ave. 51, LT-01109, Vilnius, Lithuania	<b>#Auth. Users:</b> 20605	<b>Authentication:</b> As indicated in table below
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NN o.	Institution	FTE	Address	IP addresses
1.	Vilnius University	20242	Universiteto g. 3, LT-01122 Vilnius, Lithuania	

2.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	
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Estimated total number of relevant Authorized Users for Reaxys: 20605

The Consortium shall promptly notify Elsevier of any changes to any of the contact information above.

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies, institutions and organizations that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Consortium shall promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

#### Primary Contact

Name:  
 Title: Manager of databases  
 Name/Address (if different from Section 7.7): Lithuanian Research Library Consortium (LMBA)  
 Gedimino Ave. 51, LT-01109 Vilnius, Lithuania  
 E-mail: @lnb.lt  
 Phone: +370 5 239 8684

#### Billing Contact

Name:  
 Title: President  
 Name/Address (if different from Section 7.7): Lithuanian Research Library Consortium (LMBA)  
 Gedimino Ave. 51, LT-01109 Vilnius, Lithuania  
 E-mail: @leu.lt  
 Phone: +370 5 239 8684

**ELSEVIER SUBSCRIPTION AGREEMENT  
Schedule 3**

**POWER OF ATTORNEY AND PROXY**

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, \_\_\_\_\_, the authorized representative of \_\_\_\_\_, an academic institution, with its principal offices located at \_\_\_\_\_

\_\_\_\_\_ (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium (LMBA)** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Name:  
Title:

**ELSEVIER SUBSCRIPTION AGREEMENT  
Schedule 3**

**POWER OF ATTORNEY AND PROXY**

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, the authorized representative of **Vilnius University**, an academic institution, with its principal offices located at Universiteto str. 3 LT-01122, Vilnius, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 04\_day of May, 2021.

\_\_\_\_\_  
Title: VU Library Director General

**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 3**

**POWER OF ATTORNEY AND PROXY**

9-29

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, the authorized representative of STATE RESEARCH INSTITUTE CENTER FOR PHYSICAL SCIENCES AND TECHNOLOGY, an academic institution, with its principal offices located at Savanorių Ave. 231, LT-02300 Vilnius, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 04 day of May, 2021.

Name:  
Title: Director



**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 4**  
**THE TENDER**  
**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH DATABASE**  
***Reaxys***

\_\_\_\_\_ **16.04.2021** \_\_\_\_\_

(Date)

\_\_\_\_\_ Amsterdam \_\_\_\_\_

(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>	Elsevier B.V.
The name, surname and position of the person responsible for the availability of the access	Solution Sales Manager  Customer Consultant
Phone	+48 506 131 153 +48 695 306 017
E-mail	elsevier.com @elsevier.com

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 EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>2</sup>
1.	The services of subscription to the online research database <i>Reaxys</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	Vilnius University	€ 22,318.00	€ 27,004.78
1.2	State Scientific Research Institute Center for Physical Sciences and Technology	€ 9,025.00	€ 10,920.25
	<b>TOTAL :</b>	<b>€ 31,343.00</b>	<b>€ 37,925.03</b>

Total price of the Tender, VAT inclusive – **37,925.03 EUR**.

This amount includes all costs and all taxes, as well as the VAT which is equal **€ 6,582.03 EUR**.

The VAT rate is **21%**.

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

<sup>2</sup> 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.

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2021 – 37925.03 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	3
2.	ESPD	12

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.

10. The Supplier shall indicate the data of the following persons:

- 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 decision on its behalf, to conclude a transaction;
- the financial officer (officers) or other person (persons) having the right to draw up and to sign the accounting documents of the Supplier;

and shall submit the documents evidencing that neither of the grounds for rejecting the Supplier are applicable in respect to the person (persons) listed in the below table (if any), namely: the judgement of conviction was not passed and became effective within the past five years and this person does not have the unspent or non-expunged conviction, as stipulated by Item 1, Annex 3 of the Contract Documents.

Name, surname	Position

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 *REAXYS***

*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 *Reaxys* 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](mailto:_____@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 *Reaxys*:
  - 4.1. General requirements.  
The tool for chemists that supports research and fuels discovery by integrating searches for experimentally validated – not calculated - reaction and substance data with synthesis planning and chemical sources so less time is spent interrogating results and evaluating alternative synthetic routes.
  - 4.2. Coverage and comprehensiveness.  
The database should ensure coverage of historical data and coverage of the most important current journals and patents within chemistry.  
The database should contain at least 100 million organic, inorganic and organometallic compounds, at least 50 million chemical reactions.  
The data should be pre-loaded, i.e. variations of the same reaction from different publications are merged to one reaction profile; substance data from different sources are merged to one substance profile.

The database should allow access to at least 15,000 top periodicals containing no less than 500 million experimentally verified facts.

The database should extract key chemistry information, such as chemical formulas, physicochemical properties and experimental procedures from core journals and patents, and perform bibliographic searches with equal ease. It also should provide access to other unique sources of chemistry, such as *PubChem* and *eMolecules*.

#### 4.3. Data management and export.

Following the latest standards the selected solution should provide:

4.3.1 State-of-the-art filter tools —Fine-tune search results and ensure that the top results are the ones the most needed. Filter by author, publication year, research topic, journal title, affiliation or some combination thereof.

4.3.2. Electronic lab notebooks (ELNs) —Compatibility with ELNs from major suppliers, such as Accelrys, Perkin Elmer, and IDBS. Using an ELN eliminates transcription errors and allows comparisons between search results and in-house data.

#### 4.4. Personalisation.

The selected solution should allow the user to change the application settings, save queries and search history and set up alerts, so s/he can set his/her own username/password. After login queries can be loaded and saved locally on the workstation and results can be saved.

5. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *Reaxys* from the date of coming into effect of the License Agreement till 31 December 2021. The Supplier shall provide the Licensed Materials with a quality of service consistent with the industry standards, specifically, shall provide the continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the LMBA and its Authorized Users, and shall restore the service as soon as possible in the event of an interruption or suspension of the service. The Supplier shall inform the LMBA and its Authorized Users about maintenance and repairs at least 48 hours in advance, unless such notice term is not reasonably possible given the urgency of the situation. If, due to causes within its reasonable control, the Supplier is unable to provide the LMBA with access to the service for a period exceeding five (5) consecutive days, then the Supplier shall refund to the LMBA the amount of the Fees indicated in Licence Agreement calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year.
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 *Reaxys* 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.

### *III. Authorised Institutions*

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *Reaxys* 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 2 (two) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
3.	Vilnius University	20242	Universiteto g. 3, LT-01122 Vilnius, Lithuania	
4.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	

9. Any of the IP addresses indicated in Item 8 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.