

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on the date of signing the Agreement

BETWEEN: EBSCO Industries, Inc whose registered office is at 10 Estes Street, Ipswich, MA 01938 USA (the "Publisher").

AND THE LITHUANIAN RESEARCH LIBRARY CONSORTIUM whose registered office is at Gedimino Ave 51, LT-01109 Vilnius, Lithuania (the "Licensee").

RECITALS

WHEREAS the Publisher holds the rights granted under this Licence Agreement;

AND WHEREAS the Publisher has submitted the Tender and the Licensee has made the decision of the contract award on this Tender during the public procurement procedure for the services of subscription to the online research database **EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE)**;

AND WHEREAS the parties are desirous of reaching the agreement to make access to the Licensed Material available to the Authorised Users of the Authorised Institutions.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Licence Agreement, the following terms shall have the following meanings:

"Authorised Institution" means an Eligible Institution listed in Schedule 1.

"Authorised Users" means individuals who are authorised by an Authorised Institution to access the Authorised Institution's information services whether from a computer or terminal on the Authorised Institution's Secure Network, or off site via a modem link to a valid IP address on the Authorised Institution's Secure Network and who are affiliated to the Authorised Institution as a current student, faculty member or employee of the Authorised Institution. Persons who are not a current student, faculty member or an employee of the Authorised Institution, but who are permitted to access the Secure Network from computer terminals within the Library Premises (the "Walk-In Users") are also deemed to be the Authorised Users, only for the time they are within the Library Premises. The Walk-In Users may not be given means to access the Licensed Material when they are not within the Library Premises.

"Commercial Use" means the use of the Licensed Material for the purpose of monetary reward (whether by or for the Licensee, an Authorised Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or

other form of exploitation of the Licensed Material. For the avoidance of doubt, neither the recovery of direct cost by the Authorised Institutions from the Authorised Users, nor use by the Authorised Institutions or the Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

"Educational Purposes" means the purposes of education, teaching, non-commercial distance learning, private study and/or research.

"Fee" means the Fee set out in Clause 7.1. The Fee shall be in line with the Tender for the Services of Subscription to the Online Research Database *EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE)* (Schedule 1).

"Licensed Material" means the material listed in Schedule 1.

"Library Premises" means the physical premises of the library or libraries operated by an Authorised Institution as listed in Schedule 1.

"Licensee" means the Lithuanian Research Library Consortium - the organisation that may enter on behalf of the Authorised Institutions into this Licence Agreement with the Publisher.

"Secure Authentication" means access to the Licensed Material by Internet Protocol ("IP") ranges or by a username and password provided by the Licensee or by another means of authentication agreed between the Publisher and the Licensee.

"Secure Network" means a network which is only accessible to the Authorised Users by Secure Authentication.

"Schedule 1" means the Tender for the Services of Subscription to the Online Research Database *EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE)*, submitted on 18 March 2021.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LICENCE GRANT

2.1 In consideration for the Fee, the Publisher hereby grants to the Licensee a non-exclusive licence to access and use the Licensed Material and to allow the Authorised Users of the Authorised Institutions to access and use the Licensed Material on the terms and conditions set forth in this Licence Agreement. Access to the Licensed Materials listed in Schedule 1 hereto shall be initiated after coming into effect of the Licence Agreement.

3. PERMITTED USES

- 3.1 Throughout the term of this Licence Agreement, the Licensee and the Authorised Institutions may for the Educational Purposes only:
- 3.1.1 make such local temporary copies of all or part of the Licensed Material as are necessary to ensure the efficient use of the Licensed Material, provided that such use is subject to all terms and conditions of this Licence;
 - 3.1.2 provide the Authorised Users with integrated access including the article author, article title and the keyword index to the Licensed Materials and all other similar material licensed from other publishers;
 - 3.1.3 allow the Authorised Users to:
 - 3.1.3.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
 - 3.1.3.2 electronically save parts of the Licensed Material;
 - 3.1.3.3 print out single copies of parts of the Licensed Material;
 - 3.1.3.4 incorporate parts of the Licensed Material in printed and electronic, study packs, resource lists and any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner.
 - 3.1.3.5 to incorporate limited parts of the Licensed Material in printed or electronic form in assignments, portfolios, theses and in dissertations, including reproductions of the dissertation (the "Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner;
 - 3.1.3.6 supply to an Authorised User of a non-commercial library located in the same country as the Licensee (whether by post, fax or secure electronic transmission, provided that the electronic file is deleted immediately after printing and the receiving library is made aware of this by the Authorised User) a single paper copy of an electronic original of an individual document;
 - 3.1.3.7 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
 - 3.1.3.8 display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training the Authorised Users;
 - 3.1.3.9 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, workshop or other such similar activity;
 - 3.1.3.10 make such copies of any network training material as may be required for the purpose of using the Licensed Material in accordance with this Agreement.
 - 3.1.3.11 Permitted uses under Section 3 apply to the vast majority of content in

EBSCO databases. However, publishers (content providers) may impose their own conditions applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content.

4. RESTRICTIONS

4.1 Save as provided herein, the Licensee, Authorised Institutions and the Authorised Users throughout the period of validity of the Licence Agreement and after expiry of the Licence Agreement may not:

- 4.1.1 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;
- 4.1.2 remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear.
- 4.1.3 alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is permitted;
- 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by the Secure Network;
- 4.1.5 make printed or electronic copies of multiple extracts of the Licensed Material for any purpose, beyond those authorised by this Licence;
- 4.1.6 systematically distribute the whole or any part of the Licensed Material to anyone other than the Authorised Users;
- 4.1.7 use all or any part of the Licensed Material in course packs.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

- 5.1.1 provide access and allow the use of the Licensed Material in accordance with the provisions as laid down in this Licence Agreement;
- 5.1.2 make the Licensed Material available to the Authorised Institutions either from the Publisher's server or the server of a third party in the format and time schedule specified in Schedule 1;
- 5.1.3 provide customer support services to the Authorised Institutions and their Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material;
- 5.1.4 provide electronic product documentation free of charge. The Publisher shall allow the copies of all documentation to be made and distributed to the Authorised Institutions provided that it is either duplicated in full, or a proper ownership acknowledgement is included;

- 5.1.5 make available to the Licensee the COUNTER-compliant usage statistics on at least a quarterly basis;
- 5.1.6 inform EIFL (*Electronic Information for Libraries*) about the usage of the Licensed Material when requested to do so by the latter; and
- 5.1.7 inform the Licensee from time to time of the dark archives that the Publisher uses for archiving the Licensed Material in the event of a force majeure or if the Publisher ceases to exist.

6. RESPONSIBILITIES OF THE LICENSEE

6.1 The Licensee agrees to:

- 6.1.1 use all reasonable efforts to ensure that the Authorised Institutions are made aware of the terms of this Licence Agreement;
- 6.1.2 use all reasonable efforts to ensure that the Authorised Institutions and the Authorised Users comply with the terms of this Licence Agreement. After becoming aware of any unauthorised use or other breach, the Licensee shall immediately notify the Publisher and take all reasonable steps to ensure that such activity ceases and to prevent its recurrence;
- 6.1.3 provide or shall cause the Authorised Institutions to provide the Publisher with the lists of the valid IP addresses and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time;
- 6.1.4 inform EIFL (*Electronic Information for Libraries*) about the usage of the Licensed Material when requested to do so by the latter; and
- 6.1.5 cause for the Authorised Institutions to undertake to the Publisher that the Authorised Institution's computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence Agreement, the Authorised Institutions will continue to make best efforts to bar non-permitted access and to convey the appropriate use information to its Authorised Users.

7. FEE

- 7.1 The Licensee shall pay the Publisher the Fee of **141.534,00 USD**, VAT inclusive, for access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Licence Agreement. This amount includes all costs and all taxes, as well as the VAT which is equal 0 USD. The VAT rate is 0% .
- 7.2 The Licensee shall pay the Fee within 60 days from the date of the invoice issued by the Publisher to the Licensee. The Publisher will invoice the Licensee with one invoice in the maximum amount and for the period indicated below:
 - 7.2.1. **Installment 1** – from the date of coming into effect of the License Agreement till **31**

December 2021 – 141.534,00 USD (VAT inclusive);

- 7.3 The Publisher will invoice the Licensee in the amount payable and due at the address as set out below:

Lithuanian Research Library Consortium
Gedimino Ave 51,
LT-01109 Vilnius,
Lithuania.

- 7.4 The Publisher shall issue only an electronic invoice to the Licensee. 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. The Publisher shall pay all relevant fees for submitting the electronic invoices.
- 7.5 If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the Licensee has notified the Publisher about the lost access), the Publisher shall pay the Licensee 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 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 the Licensee or any Authorised Institution or Authorised User.
- 7.6 A member of the Licensee's consortium may opt out of this Agreement during the Term. Notice of such a decision must be made prior to the beginning of the next subscription Term and will be effective at the commencement of the next calendar year. In the event a member of the Licensee's consortium opts out of this Agreement, such consortium member's Fee will be deducted from the invoice for the year in which such opting out is to be effective.

8. TERM AND TERMINATION

- 8.1 The term of this Licence Agreement will commence on the day of signing the Licence Agreement and will remain in full force and effect till 31 December 2021 unless terminated earlier as provided for in this Clause 8.
- 8.2 Any party may terminate this Licence Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Licence 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.
- 8.3 Upon termination of this Licence Agreement by the Publisher due to a material or persistent breach by the Licensee, the Publisher shall cease to authorise all on-line access to the Licensed Materials by the Authorised Institutions and the Authorised Users. All rights under this Licence Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such

termination and any obligation which expressly or impliedly continues in force after such termination.

- 8.4 Upon termination of this Licence Agreement by the Licensee due to a material or persistent breach by the Publisher, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.
- 8.5 The Licensee may terminate this Licence Agreement:
- 8.5.1 in the case of loss of funding or merger or closure of any Authorised 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 later term has been specified in the notice. In this case, the Licensee shall pay only for the access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Licence Agreement;
 - 8.5.2 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);
 - 8.5.3 if the License Agreement has been subject to a substantial modification as prescribed in clause 15.1.1 and 15.1.2 of the License Agreement.
 - 8.5.4 if the Publisher should have been excluded during the procurement procedure.
- 8.6 Upon termination of this Licence Agreement according to clause 8.6, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the Licensed Material, are the property of the Publisher or duly licensed to the Publisher and that this Licence Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Licence Agreement.

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 10.1 The Publisher warrants to the Licensee that it is entitled to grant the licence under this Licence Agreement and that the use of the Licensed Material as contemplated in this Licence Agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Licensee and the Authorised Institutions shall have no liability and the Publisher shall indemnify, defend and hold the Licensee and the Authorised Institutions harmless against any and all direct damages, liabilities, claims, causes of action, attorneys' fees and costs incurred by the Licensee or the Authorised Institutions in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with

respect of the Licensee's and the Authorised Institution's use of the Licensed Material, provided that: (1) the use of the Licensed Material has been in full compliance with the terms and conditions of this Licence Agreement; (2) the Licensee and the Authorised Institution(s) provide the Publisher with a prompt notice of any such claim or threat of claim; (3) the Licensee and the Authorised Institutions co-operate fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

- 10.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of the parts of the Licensed Material and to make changes in any software used to make the Licensed Material available. The Publisher shall notify the Licensee of any change in the Licensed Material. The changes should not be substantial.
- 10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Authorised Institutions or Authorised Users as a result of their reliance on the Licensed Material.
- 10.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 10.5 The Licensee agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence Agreement.
- 10.6 Nothing in this Licence Agreement shall make the Licensee liable for breach of the terms of this Licence Agreement by any Authorised Institution or Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

11. FORCE MAJEURE

- 11.1 Either party's failure to perform any term or condition of this Licence Agreement as the result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Licence Agreement.
- 11.2 If either party to this Licence Agreement is prevented from or delayed in performing any of its obligations under this Licence Agreement by Force Majeure and if such party gives a written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the

punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. ASSIGNMENT

- 12.1 Save as permitted under this Licence Agreement, neither this Licence Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party, and such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence Agreement and agrees to be bound to all the terms of this Licence Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Licence 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 Licence Agreement will be subject to and within the jurisdiction of the Lithuanian courts.
- 13.2 The parties agree to use best efforts to resolve disputes in an informal manner. Where the parties agree that a dispute arising out or in connection with this Licence 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.
- 13.3 Any person to whom a reference is made under Clause 13.2 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.
- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 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.

14. NOTICES

- 14.1 All notices required to be given under this Licence Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to the Licensee:

Inga Kavaliauskienė
Lithuanian Research Library Consortium
Gedimino Ave. 51,
LT-01109 Vilnius, Lithuania
tel. +370 5 239 8684
lmba@lnb.lt

if to the Publisher: Kim Stam, Senior Vice President & Chief Legal Officer
EBSCO Industries, Inc.
5724 Hwy. 280 East, Birmingham, AL 35242, USA
Phone: + 1 978 356 6500 ext. 2528
E-mail: kstam@ebSCO.com

14.2 During the validity period of the Licence Agreement, a contact person on the issues of the Licensed Materials, online access and databases administration:

of the Licensee shall be:
Jevgenija Ševcova, Manager of Databases:
E-mail: jevgenija.sevcova@lnb.lt; phone: +370 5 239 86 84
Lithuanian Research Library Consortium
Gedimino Ave. 51
LT-01109 Vilnius
Lithuania

of the Publisher shall be:
Arkadiusz Luba,
Account Executive, Latvia, Lithuania, Poland North, Ukraine
EBSCO Industries, Inc.
5724 Hwy. 280 East, Birmingham, AL 35242, USA
Phone: +48 22 745 11 05 ext. 32
Email: aluba@ebSCO.com

15. GENERAL

15.1 This Licence Agreement and its Schedule constitute the entire agreement between the parties relating to the Licenced Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing. 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.

15.1.1 The modifications to this License Agreement and to the Schedules thereof may not exceed 10 % of the initial value of the License Agreement and may not be substantial.

15.1.2 The modification of the License Agreement during its term shall be considered to be substantial within the meaning of clause 15.1.1, where it renders the Licence Agreement materially different in character from the one initially concluded. In any event, the modification shall be considered to be substantial where one or more of the following conditions are met:

15.1.2.1 the modification introduces new conditions which, had they been part of the initial procurement procedure, would have allowed for the admission of other candidates than those initially selected or for the acceptance of a tender other than that originally accepted or would have attracted additional participants in the procurement procedure;

- 15.1.2.2 the modification changes the economic balance of the License Agreement in favour of the Publisher in a manner which was not provided for in the initial Licence Agreement;
- 15.1.2.3 the modification extends the scope of the License Agreement considerably;
- 15.1.2.4 where a new contractor replaces the one to which the Consortium had initially awarded the contract in other cases than stated in this License Agreement or because of reorganization, restructuring, winding up or bankruptcy procedure or transfer of rights to another publisher.

- 15.2 The Schedule shall have the same force and effect as if expressly set in the body of this Licence Agreement and any reference to this Licence Agreement shall include the Schedule.
- 15.3 No provision in this Licence Agreement is intended to be enforceable by a person who is not a party to this Licence Agreement
- 15.4 The invalidity or unenforceability of any provision of this Licence Agreement shall not affect the continuation in force of the remainder of this Licence Agreement.
- 15.5 The rights of the parties arising under this Licence Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Licence Agreement or of any breach of this Licence Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 15.6 This Licence Agreement and its Schedule are made in two copies all of them having equal legal force and effect, one copy for each party.

PUBLISHER

EBSCO Industries, Inc.
 10 Estes Street, Ipswich
 MA 01938 USA

Signed by: _____
(signature)
 Name: *J. David Walker*
 Title: *President & CEO*

LICENSEE

Lithuanian Research Library Consortium
 Gedimino Ave. 51,
 LT-01109 Vilnius, Lithuania
 tel. +370 5 239 8684
 lmba@lnb.lt

Signed by: _____
(signature)
 Emilija Banionyte, President

11 May 2021

(Schedule 1)

Tender For Services of Subscription to the Online Research Database ***EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE)***

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
EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE)**

18 March 2021

(Date)

Ipswich, Massachusetts, USA

(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> | EBSCO Industries, Inc. |
| The name, surname and position of the person responsible for the availability of the access | Arkadiusz Luba Sr. Account Executive Latvia, Lithuania, Poland (North), Ukraine |
| Phone | +48 22 745 11 05 ext. 32 |
| E-mail | aluba@ebSCO.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 USD, VAT exclusive | Price in USD, VAT inclusive ¹ |
|---------------|---|-----------------------------|--|
| I | The services of subscription to the online research database <i>EBSCO Publishing (eIFL.net national deal package)</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 | 141.534,00 | 141.534,00 |
| TOTAL: | | 141.534,00 | 141.534,00 |

Total price of the Tender, VAT inclusive – **141.534,00 USD**.

This amount includes all costs and all taxes, as well as the VAT which is equal **0 USD**.

The VAT rate is **0 %**.

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 – **141.534,00 USD (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. | Cover Letter | 1 |
| 2. | Annex 1 – The Form of the Tender | 2 |
| 3. | Annex 2 – The Specification of the Procurement Object | 9 |
| 4. | Annex 3 – The Supplier’s Oath Declaration | 2 |
| 5. | Attachment 1 – U.S. Tax Certificates | 3 |
| 6. | Attachment 2 – ESPD (PDF) | 12 |
| 7. | Attachment 3 – ESPD (XML) | N/A |

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

9. The Tender contains the following confidential information*:

| No. | Title of the submitted document or the part thereof |
|-----|---|
| -- | -- |
| -- | -- |

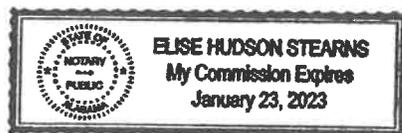
* To be completed only in the cases when the confidential information is being submitted.

J. David Walker, President & CEO _____

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

State of Alabama
County of: Jefferson
Subscribed and sworn to before me this
18 day of March 2021

Elise Hudson Stearns, Notary Public



ANNEX 2
to the Contract Documents
THE SPECIFICATION OF THE PROCUREMENT
OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE
*EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE),***

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 *EBSCO Publishing (eIFL.net national deal package)* 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 Jevgenija Ševcova, Manager of Databases:
E-mail: jevgenija.sevcova@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 Authorized Users of the LMBA Authorized Institutions shall have access to the following Licensed Materials of *EBSCO Publishing (eIFL.net national deal package)*, consisting of:
 - 4.1 The data base *Academic Search Complete*:
Content: Full-text periodicals (not less than 8,200), peer-reviewed periodicals (not less than 7,200), indexed and abstracted periodicals (not less than 17,200).
Subjects: Animal science, anthropology, astronomy, biology, chemistry, engineering, ethnic and multicultural studies, general science, geography, geology, law, mathematics, music, pharmaceutical sciences, physics, psychology, religion and philosophy, science and technology, veterinary science, women's studies and zoology.

4.2 The data base *Business Source Complete incl. Regional Business News*:

Content: Full text periodicals (not less than 3,000), including peer-reviewed periodicals (not less than 1,600), books and monographs (not less than 700), case studies (not less than 900), company profiles (not less than 1.1 million), country economic reports (not less than 1,200), faculty seminar videos, industry reports, executive and analyst interviews, market research reports, SWOT analyses and working papers collections.

Subjects: all disciplines of business, including marketing, management, accounting, banking, finance, Regional Business News (U.S. and Canada).

4.3 The data base *ERIC*:

Content: Not less than 1.5 million records and links to not less than 720,000 full-text documents.

Subjects: Education.

4.4 The data base *Health Source: Nursing/Academic Edition*:

Content: Full-text periodicals (not less than 300), including peer-reviewed periodicals (not less than 200), indexing and abstracts (not less than 850 periodicals).

Subjects: Paediatric nursing, critical care, mental health, nursing management, medical law, other nursing and allied health literature.

4.5 The data base *Health Source – Consumer Edition*:

Content: Full-text periodicals (not less than 60), full-text books (not less than 10), Clinical Reference Systems reports.

Subjects: Fitness, nutrition, diabetes, aging, women's health, children's health.

4.6 The data base *MasterFILE Premier*, including *MasterFILE Reference eBook Collection*:

Content: Full-text periodicals (not less than 1,550); full-text reference books (not less than 925); primary source documents (not less than 55,000); photos, maps and flags (not less than 1.9 million).

Subjects: General reference magazines and publications that cover subject areas: business, health, education, general science and multicultural issues.

4.7 The data base *MEDLINE*:

Content: Not less than 30 million references to journal articles in life sciences with a concentration on biomedicine, citations from not less than 5,200 worldwide journals.

Subjects: Medicine, biomedicine, health care, nursing, clinical care, public health, health policy development.

4.8 The data base *Newspaper Source*:

Content: Full text for not less than 200 national (U.S.) and international newspapers and full text for not less than 300 regional (U.S.) newspapers.

Subjects: Mass media information.

Beside listed data bases *EBSCO Publishing (eIFL.net national deal package)* should provide access to these *Open Access* data bases at no additional cost: *European Views of the Americas: 1493 to 1750 (Open Access)*; *GreenFILE (Open Access)*; *Library, Information Science & Technology Abstracts (LISTA) (Open Access)*; *Teacher Reference Center (Open Access)*.

5. Access to the Licensed Materials listed in Item 4 herein shall be given via the EBSCOhost search platform.
6. 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 *EBSCO Publishing (eIFL.net national deal package)* 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.
7. 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 *EBSCO Publishing (eIFL.net national deal package)* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
8. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
9. At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.

III. Authorised Institutions

10. Access to the Licensed Materials listed in Item 4 shall be given to the Authorised Users of the Authorised Institutions listed in Item 11 herein. Moreover, the access shall be given to all institutions that will become new members of the LMBA during the validity period of the License Agreement. The list of the new LMBA members having the right of access to *EBSCO Publishing (eIFL.net national deal package)*, their IP addresses and other information deemed necessary for the Publisher shall be sent by the contact person of the Contracting Authority named in Item 2 herein at the e-mail address indicated by the Publisher.
11. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *EBSCO Publishing (eIFL.net national deal package)* 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 the Authorised Institutions – members of the LMBA set forth in the below Table:

Universities

| No. | Institution | FTE in academic libraries/ registered adult readers in public and other libraries | Address | IP addresses |
|-----|--|--|---|--|
| 1. | European Humanities University | 684 | Tauro g. 12, LT-01114 Vilnius, Lithuania | 88.119.159.137 213.226.187.155 193.219.134.192-221 |
| 2. | General Jonas Žemaitis Military Academy of Lithuania | 307 | Šilo g. 5a, 10322 Vilnius | 193.219.11.253 193.219.91.133 193.219.11.243 193.219.11.245 193.219.91.140 213.252.223.135-137 193.219.133.17-30 |
| 3. | ISM University of Management and Economics | 1694 | Aušros Vartų g. 7A, LT-01304 Vilnius, Lithuania | 193.219.90.130 |
| 4. | Kaunas University of Technology | 7792 | K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania | 193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64- 193.219.170.71 VPN 193.219.171.0- 193.219.171.7 Wi-Fi 158.129.40-47.* |
| 5. | Kazimieras Simonavičius University | 474 | Dariaus ir Girėno g. 21, LT-02189 Vilnius, Lithuania | 195.14.168.150 195.14.169.61 |
| 6. | Klaipėda University | 2526 | Herkaus Manto g. 84, 92294 Klaipėda, Lithuania | 193.219.76.* |
| 7. | LCC International University | 706 | Kretingos g. 36, LT-92307 Klaipėda, Lithuania | 193.219.187.225-253 178.236.198.82 - 94 |
| 8. | Lithuanian Sports University | 1357 | Sporto g. 6, LT-44221 Kaunas, Lithuania | 193.219.75.225-253 |
| 9. | Lithuanian Music and | 1038 | Tilto g. 16/6, LT-01101 Vilnius, | 193.219.48.128-192 193.219.139.213 |

| | | | | |
|-----|--|-------|---|--|
| | Theatre Academy | | Lithuania | 81.7.95.155 |
| 10. | Lithuanian University of Health Sciences | 7830 | Eivenių g. 6, LT-50162 Kaunas, Lithuania | 193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 193.219.62.158 195.182.67.242 |
| 11. | Mykolas Romeris University | 6030 | Ateities g. 20, LT-08303 Vilnius, Lithuania | 193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255 |
| 12. | Vilnius Academy of Arts | 1575 | Maironio g. 6, LT-01124 Vilnius, Lithuania | 193.219.90.17 193.219.90.21 193.219.90.12 193.219.90.29 193.219.90.59 193.219.90.39 88.119.150.128 81.7.89.26 193.219.191.28/30 88.119.186.177 88.119.138.214 195.14.180.130 82.135.197.42 193.219.187.161-190 |
| 13. | Vilnius Gediminas Technical University | 8179 | Saulėtekio al. 14, LT-10223 Vilnius, Lithuania | 158.129.192-224.* |
| 14. | Vilnius University | 20242 | Universiteto g. 3, LT-01122 Vilnius, Lithuania | 158.129.128.0/24 158.129.129.128/25 158.129.132-140.0/24 158.129.144-152.0/24 158.129.154-158.0/24 158.129.159.0/24 158.129.160-162.0/24 158.129.164-166.0/24 158.129.168-170.0/24 158.129.172-173.0/24 193.219.42.0/25 193.219.45.128/27 193.219.81.0/27 193.219.82.224/27 193.219.83.0/24 193.219.91.0/25 193.219.94.64/26 193.219.95.128/28 (VU VPN) 193.219.129.128/27 193.219.135.128/29 193.219.86.* (Proxy) 193.219.87.* 193.219.89.0/25 193.219.91.224/27 88.119.140.104 |

| | | | | |
|-----|----------------------------|------|--|---|
| | | | | 193.219.81.249-250 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80-87.* |
| 15. | Vytautas Magnus University | 8044 | K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania | 158.129.48-71.0-255 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-159 193.219.190.175-255 193.219.38.0-255 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255 |

Colleges

| No. | Institution | FTE - (acad.lib.)/registered readers (public and other libr.) | Address | IP addresses |
|-----|---|---|--|--|
| 16. | Alytus College | 535 | Merkinės g. 2 B, LT-62252 Alytus, Lithuania | 193.219.167.128-253 |
| 17. | Kaunas College | 5105 | Pramonės pr. 20, LT-50468 Kaunas, Lithuania | 46.255.211.121 82.135.196.15 83.171.2.237 83.171.2.238 83.171.2.173 84.55.46.240 84.55.47.41-42 84.55.47.218-219 88.119.197.230 88.119.154.59 193.219.52.192-222 193.219.78.129-192 193.219.152.45 193.219.152.120 193.219.152.122 193.219.155.216-254 193.219.178.128-190 193.219.179.* 193.219.179.254 (Proxy) 193.219.191.54 193.219.75.176-191 193.219.75.193-221 |
| 18. | Kaunas University of Applied Engineering Sciences | 1157 | Tvirtovės al. 35, LT-50155 Kaunas, Lithuania | 193.219.75.65 193.219.75.85 193.219.75.88 193.219.75.86 193.219.75.89 193.219.75.87 193.219.75.90 193.219.75.91 |
| 19. | Klaipėda State College | 2515 | Jaunystės g. 1, LT-91274 Klaipėda, Lithuania | 193.219.187.132 193.219.187.129 85.206.129.45 |
| 20. | Kolping University of | 227 | Raguvos g. 7, LT-44275 Kaunas, Lithuania | 193.219.78.73 |

| | | | | |
|-----|--|------|---|---|
| | Applied Science | | | |
| 21. | Lithuanian Maritime Academy | 661 | Kanto g. 7, LT-92123 Klaipėda, Lithuania | 193.219.187.32-39 193.219.187.40-47 |
| 22. | Marijampole College | 509 | P. Armino g. 92-4, 68125 Marijampolė, Lithuania | 193.219.183.225 193.219.183.228 |
| 23. | Panevėžys College | 1206 | Laisvės a. 23, LT-35200 Panevėžys, Lithuania | 193.219.177.16 - 31 88.119.155.151 |
| 24. | SMK University of Applied Social Sciences | 3893 | Nemuno g. 2, LT-91199 Klaipėda, Lithuania | 193.219.187.57-59 193.219.89.242-243 193.219.187.61 178.236.196.15 195.14.169.63 |
| 25. | Šiauliai State College | 1285 | Aušros al. 40, LT-76241 Šiauliai, Lithuania | 193.219.168.125 82.135.199.53 81.7.98.95 85.206.54.24 77.79.20.25 |
| 26. | St. Ignatius Loyola College | 314 | Vilniaus g. 29, LT-44286, Kaunas, Lithuania | 193.219.190.169 |
| 27. | International School of Law and Business | 682 | Laisvės pr. 58, LT-05120 Vilnius, Lithuania | 77.241.195.133 |
| 28. | Vilnius College of Design | 422 | Kauno g. 34, LT-03202 Vilnius, Lithuania | 84.240.27.101 212.122.72.193 |
| 29. | Vilniaus Kolegija/University of Applied Sciences | 5666 | J. Jasinskio g. 15, LT-01111 Vilnius, Lithuania | 193.219.128.12 193.219.84.10 193.219.84.66-69 193.219.88.242 88.119.248.83 |
| 30. | Vilnius College of Technologies and Design | 1878 | Antakalnio g. 54, LT-10303 Vilnius, Lithuania | 193.219.88.20 193.219.88.162-164 193.219.88.166 193.219.88.185 193.219.88.187-189 88.119.193.250 |
| 31. | Vilnius Business College | 625 | Kalvarijų g. 125, LT-08221 Vilnius, Lithuania | 89.249.80.222 |

The National and special libraries

| No. | Institution | FTE - (acad.lib.)/registered readers (public and other libr.) | Address | IP addresses |
|-----|--------------------------------|---|--|---|
| 32. | Lithuanian Library of Medicine | 3972 | Kaštonų g. 7, LT-01107 Vilnius, Lithuania | 193.219.140.128-255 195.182.86.18 193.219.187.101 213.190.53.194 |
| 33. | The Wroblewski Library of the | 8267 | Žygimantų g. 1/8, LT-01102 Vilnius, Lithuania | 193.219.88.2 (Proxy) |

| | | | | |
|-----|---|-------|---|--|
| | Lithuanian Academy of Sciences | | | |
| 34. | Martynas Mažvydas National Library of Lithuania | 13014 | Gedimino pr. 51, LT-01504 Vilnius, Lithuania | 193.219.130.* 193.219.130.250 (Proxy) |

Research Institutes

| No. | Institution | FTE - (acad.lib.)/registered readers (public and other libr.) | Address | IP addresses |
|-----|---|---|--|--|
| 35. | Institute of the Lithuanian Literature and Folklore | 100 | Antakalnio g. 6, LT-10308 Vilnius, Lithuania | 193.219.55.186 193.219.55.188 193.219.55.189 |
| 36. | Lithuanian Institute of History | 93 | Kražių g. 5, LT-01108 Vilnius, Lithuania | 193.219.133.65-126 |

County public libraries

| No. | Institution | FTE - (acad.lib.)/registered readers (public and other libr.) | Address | IP addresses |
|-----|--|---|--|--|
| 37. | Kaunas County Public Library | 11346 | Radastų g. 2, LT-44164 Kaunas, Lithuania | 193.219.39.0-127 193.219.39.160-191 193.219.39.192-254 |
| 38. | Ieva Simonaitytė Klaipėda County Public Library | 8871 | H. Manto g. 25, LT-92234 Klaipėda, Lithuania | 193.219.187.65 193.219.187.66 193.219.187.67 193.219.187.68 193.219.187.69 |
| 39. | Gabrielė Petkevičaitė-Bitė Panevėžys County Public Library | 12819 | Respublikos g. 14, LT-35184 Panevėžys, Lithuania | 77.221.75.75 88.119.132.254 88.119.153.35 91.187.174.20 |
| 40. | Povilas Višinskis Šiauliai County Public Library | 6614 | Aušros al. 62, LT-76235 Šiauliai, Lithuania | 88.119.131.239 |
| 41. | Adomas Mickevičius Vilnius County Public Library | 12546 | Trakų g. 10, LT-01132 Vilnius, Lithuania | 88.119.192.26 88.119.192.25 88.119.29.219 |

12. Any of the IP addresses indicated in Item 11 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.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the agreement for the sale of EBSCO Industries Inc. products and services (the “**Agreement**”) between **THE LITHUANIAN RESEARCH LIBRARY CONSORTIUM** (“**Customer**”) and the applicable EBSCO Industries Inc. contracting entity (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller,**” “**Processor,**” “**Data Subject,**” “**Personal Data,**” “**Personal Data Breach,**” “**Processing,**” “**Subprocessor,**” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “**CCPA**”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
- 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
- 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
- 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
- 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:
- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
 - (b) Customer’s end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.
- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer’s documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose,

other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.

2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.

2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.

2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.

2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.

2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.

2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g. external auditors, data protection auditors) or suitable certifications, or to conduct audits or inspections to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours, with reasonable advance notice to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.

3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.

3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfers

4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and

4.1.2 The description of the transfer for purposes of Appendix 1 of the Processor Model Clauses is replaced by the information in Section 2.1 of this Addendum; and

4.1.3 Appendix 2 of the Processor Model Clauses is replaced by Schedule 1 of this Addendum;

4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

4.2.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and

4.2.2 The description of the transfer for purposes of Annex B of the Controller Model Clauses shall adopt and incorporate by reference the information provided to Data Subjects by EBSCO in its GDPR Article 13 and 14 notices.

4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." To the extent that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.

4.4 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule 1 to Data Processing Addendum

**Details of technical and organizational
security measures**

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management
2. Logical access controls
3. Secure media disposal controls
4. Logging Controls
5. Personnel Controls
6. Physical security and environmental controls