



No. 1-19812860190, 1-19812863207, 1-19812902491, 1-19812892553, 1-19812863216, 1-19812795570, 1-19812878469, 1-19812878595,
1-19812860177, 1-19812908683, 1-19812892545, 1-19812892530, 1-19812784914, 1-19830351774

CRM 1a.1.0 7/14

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"), appointed by the institutions identified on Schedule 2 to act on their behalf (the "Institutions"), and authorized to enter into this Agreement on behalf of the Institutions, pursuant to an authorizing agreement substantially in the form as set forth on Schedule 3, (all, collectively, the "Subscriber") and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (the "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;
- 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;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User's own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use; and
- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use.

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the same country as the Subscriber.

The Subscriber:

(i) may extract and index Data from the Published Journal Articles/Published Book Chapters from Authors included in the Subscribed Products to index and store these in perpetuity in the Subscriber’s Institutional Repository by implementing the ScienceDirect APIs as outlined in the use case at: http://dev.elsevier.com/ir_cris_vivo.html.

Abstracts may only be displayed on the abstract records on the Subscriber data’s websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API’s may only display Snippets but not abstracts.

In connection with the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber’s Institutional Repository, the Subscriber will:

- (i) integrate the Institutional Repository software with Elsevier’s APIs in accordance with the API Documentation;
- (ii) display clear indicators informing users of the Institutional Repository in case they are entitled to the Published Journal Article/Published Book Chapter next to each instance where Data are displayed;
- (iii) ensure links to the relevant Published Journal Article/Published Book Chapter landing page in the Subscribed Product are available as part of the displayed Data. In the event links to multiple instances of the full text article/book chapter are displayed, the Subscriber will ensure that the link to the Published Journal Article/Published Book Chapter is displayed more prominently than the links to the other versions of the article/book chapter;
- (iv) undertake reasonable efforts to ensure that Accepted Manuscripts bear a CC BY-NC-ND license and link back to the Published Journal Article/Published Book Chapter on ScienceDirect;
- (v) ensure the indexes only include Data and no other parts of the Published Journal Articles/Published Book Chapters; and
- (vi) remove illicit versions of Published Journal Articles on the terms which are set out here: <https://www.elsevier.com/about/company-information/policies/hosting> upon Elsevier’s request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier will have the right to suggest improvements to the display of the search results for the Published Journal Articles/Published Book Chapters that are available on the Elsevier site.

The Subscriber recognizes that Elsevier wants to ensure that the Institutional Repository will not share personal or private information, including user identities. In the event the Institutional Repository collects or otherwise processes or uses personal data the Subscriber will be responsible for complying with the relevant data protection and privacy laws.

As used in this section regarding the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber's Institutional Repository:

"Authors" means employees, students and other staff of the Subscriber and independent contractors appointed by the Subscriber.

"Accepted Manuscript" means an author's version of the manuscript of a journal article or book chapter that has been accepted for publication and which typically includes author-incorporated changes suggested during submission, and editor-author communications. Accepted Manuscripts should not be added to or enhanced in any way in order to appear more like, or to substitute for, the Published Journal Article/Published Book Chapter.

"CC BY-NC-ND" (Creative Commons Attribution – Non Commercial – No Derivatives) means Creative Commons license for non-commercial purposes. CC BY-NC-ND allows others to distribute and copy the Accepted Manuscript for non-commercial purposes, as long as they credit the author(s) (with a link to the formal publication through the relevant DOI), provide a link to the license, and do not represent that the licensor endorses the use made of the article/book chapter. If the user alters or revises the Published Journal Article/Published Book Chapter in any way, it cannot distribute the modified version of the article/book chapter to others.

"Data" will be limited to the following: index terms, bibliographic information, headers, digital object identifiers, embargo end dates, keywords, author affiliation, Snippets and abstracts of the full text articles/book chapters.

"Institutional Repository" means the Subscriber's secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s).

"Published Book Chapter" means the definitive final record of published research that appears, or will appear, in the book and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

"Published Journal Article" means the definitive final record of published research that appears, or will appear, in the journal and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

"Snippets" mean a short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual Published Journal Articles/Published Book Chapters.

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.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

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 this 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 Elsevier shall refund to the Consortium the amount of the Fees indicated in 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 Subscriber's usage activity available as described at https://www.elsevier.com/sd_usage_reports. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice.

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;
- 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 from

and/or require that the Consortium and/or Institution suspend the access from where the unauthorized use occurred upon notice to the Consortium and/or such Institution. 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 Consortium and/or Institution will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Consortium and/or Institution 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 (the "Fees") and Schedule 4 (THE TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH DATABASE Science Direct) within sixty (60) days from the date of invoice issued by Elsevier to the Consortium. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fees include 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 Consortium 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.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement will commence on signing of the Agreement and continue until 31 December 2021.

5.2 *Renewal.*

Parties may renew the Agreement after 31st 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 Consortium'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 (*Science Direct*) 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 (*Science Direct*)) and official publication of the Agreement and Tender for the Services of Subscription to the Online Research Database (*Science Direct*) via Central Public Procurement Portal. 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, and share the Subscriber's IP address ranges and holdings information (ISSN/ISBN, access start and end date) with internet search engine providers for the sole purpose of displaying to Authorized Users in their internet search results links to full-text articles and books available in the Subscribed Products.

7.9 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts in writing.

7.10 *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.

7.11 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:

1 in the case of material loss of external funding or merger or closure of any Authorized 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 Consortium shall pay only for the access and use of the Subscribed Products by the Authorized Users of the Authorized Institutions during the period of the validity of this Agreement;

2 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);

3 if the Agreement has been subject to a substantial modification as prescribed in clause 7.4 of this Agreement.

4 if Elsevier should have been excluded during the procurement procedure.

d) Upon termination of this Agreement according to clause 7.11.c, Elsevier shall reimburse to Consortium a pro rata proportion of the then remaining paid Fee for the unexpired period 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
(Consortium)

Name: Emilija Banionyte _____

Title: President

Date:

ELSEVIER B.V.
(Elsevier)

Name: Gino Ussi

Title: Executive Vice President Research Solution Sales

Date:

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ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

LITHUANIAN RESEARCH LIBRARY CONSORTIUM (LMBA)

No. 1-19812860190, 1-19812863207, 1-19812902491, 1-19812892553, 1-19812863216, 1-19812795570, 1-19812878469, 1-19812878595,
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The Sites of the Consortium's Institutions shall have access to the following Subscribed Products from the Science Direct database:

Subscribed Products – publisher	Access
ScienceDirect® online – Elsevier B.V.	sciencedirect.com
Complete Collection	
Complete Freedom Collection	
	From the effective date of the Agreement – 31 st December 2021
TOTAL Consortium excl. of VAT	€ 1,012,332.00

Total Fees correspond to the Tender for Services of Subscription to Online Research Database Science Direct: **1,062,948.60 EURO**. This amount includes all costs and all taxes, as well as the VAT, which is equal to : **50,616.60 EURO**. The VAT rate is 5%

Item No.	Type of proposed services	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1.	The services of subscription to the online research database <i>Science Direct</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of this Agreement till 31 December 2021:		
1.1	Kaunas University of Technology	€ 21,468.00	€ 22,541.40
1.2	Klaipėda University	€ 113,445.00	€ 119,117.25
1.3	Lithuanian Sports University	€ 36,108.00	€ 37,913.40
1.4	Lithuanian University of Health Sciences	€ 19,160.00	€ 20,118.00
1.5	Mykolas Romeris University	€ 106,562.00	€ 111,890.10
1.6	Nature Research Centre	€ 86,200.00	€ 90,510.00
1.7	Vilnius Gediminas Technical University	€ 124,561.00	€ 130,789.05
1.8	Vilnius University	€ 257,071.00	€ 269,924.55

¹ The Supplier shall indicate the price, VAT inclusive, with regards 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.

1.9	Vytautas Magnus University	€ 127,757.00	€ 134,144.85
1.10	Lithuanian Research Centre for Agriculture and Forestry	€ 20,000.00	€ 21,000.00
1.11	Lithuanian Energy Institute	€ 30,000.00	€ 31,500.00
1.12	State Scientific Research Institute Center for Physical Sciences and Technology	€ 40,000.00	€ 42,000.00
1.13	ISM University of Management and Economics	€ 30,000.00	€ 31,500.00
	TOTAL:	€ 1,012,332.00	€ 1,062,948.60

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Subscription

Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 2000 identified on Annex A.

Complete Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 2000 set forth in the Complete Freedom Collection Journal Title List at http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list, as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

Option to Substitute Subscribed Titles

An Institution may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 ("Subscribed Titles") with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing.

Option to Substitute or Refund Withdrawn Subscribed Titles

An Institution may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier. In the event that no substitute journal title is available, Elsevier will refund to the Institution the amount of the Fees paid for the withdrawn Subscribed Titles for the remainder of the Term.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Post Termination Access to Subscribed Titles

Upon termination of all of an Institution's annual subscriptions on ScienceDirect online, the Institution may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download, with a minimum annual fee of EUR 400 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Institution, at the Institution's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If an electronic copy is selected, the Subscriber will for a period of five (5) years from delivery of the electronic copy provide, on a monthly basis, to Elsevier complete and accurate usage data reports on the Subscriber's on-site usage activity in a mutually agreed upon format. Elsevier will be entitled to inspect the Subscriber's records of usage once per year during regular business hours upon reasonable notice to the Subscriber. The electronic copy may not contain links and other

features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Institution, but the Institution remains a ScienceDirect online subscriber, the Institution may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid provided that Elsevier continues to hold the electronic rights thereto.

Deep Discounted Price for Print Subscriptions

Provided that the Fees have been paid, an Institution shall have the option to place orders for annual subscriptions to a selection of Elsevier print publications at a price reduced from the list price (“Deep Discounted Price” or “DDP”), by 1 August prior to the start of the next calendar year from Elsevier directly and from only one (1) authorized subscription agent, which shall be selected by the Subscriber, and Elsevier will fulfill such orders in accordance with its customary practices. The Consortium shall cause the Institution to notify Elsevier of its subscription agent’s contact information upon placing such orders. The Institution may change its subscription agent no more than once annually by giving Elsevier notice by 1 August prior to the start of the next calendar year. The Institution will not place orders for such DDP subscriptions on behalf of any other person or entity or with the intent to resell, rent, license, lease or otherwise transfer them to another person or entity.

**Annex A to Schedule 1.1
Subscribed Titles
Lithuanian Research Library Consortium**

Kaunas University of Technology:

ISSN	Journal Title	Access from	Access to
0926-3373	Applied Catalysis B: Environmental	2000	current issue*
0968-0896	Bioorganic & Medicinal Chemistry	2000	current issue*
0268-0033	Clinical Biomechanics	2000	current issue*
0166-218X	Discrete Applied Mathematics	2000	current issue*
0963-9969	Food Research International	2000	current issue*
0966-6362	Gait & Posture	2000	current issue*
0021-9290	Journal of Biomechanics	2000	current issue*
0168-3659	Journal of Controlled Release	2000	current issue*
0304-4076	Journal of Econometrics	2000	current issue*
1104-6899	Journal of Forest Economics	2000	current issue*
0191-2615	Transportation Research Part B: Methodological	2000	current issue*
0041-624X	Ultrasonics	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

Klaipėda University:

ISSN	Journal Title	Access from	Access to
0360-1323	Building and Environment	2000	current issue*
0378-3839	Coastal Engineering	2000	current issue*
0360-5442	Energy	2000	current issue*
0141-0296	Engineering Structures	2000	current issue*
1617-1381	Journal for Nature Conservation	2000	current issue*
0883-9026	Journal of Business Venturing	2000	current issue*
0022-4375	Journal of Safety Research	2000	current issue*

ISSN	Journal Title	Access from	Access to
1385-1101	Journal of Sea Research	2000	current issue*
0075-9511	Limnologica	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

Lithuanian University of Health Sciences:

ISSN	Journal Title	Access from	Access to
0002-9394	American Journal of Ophthalmology	2000	current issue*
0889-5406	American Journal of Orthodontics and Dentofacial Orthopedics	2000	current issue*
0167-5273	International Journal of Cardiology	2000	current issue*
0022-2828	Journal of Molecular and Cellular Cardiology	2000	current issue*
0735-1097	Journal of the American College of Cardiology	2000	current issue*
0037-1963	Seminars in Hematology	2000	current issue*
1073-8746	Seminars in Orthodontics	2000	current issue*
0002-9149	The American Journal of Cardiology	2000	current issue*
0002-9343	The American Journal of Medicine	2000	current issue*
0003-4975	The Annals of Thoracic Surgery	2000	current issue*
0140-6736	The Lancet	2000	current issue*
0042-6989	Vision Research	2000	current issue*
0093-691X	Theriogenology	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

Mykolas Romeris University:

ISSN	Journal Title	Access from	Access to
0360-1315	Computers & Education	2000	current issue*
0301-4215	Energy Policy	2000	current issue*
0149-7189	Evaluation and Program Planning	2000	current issue*
0379-0738	Forensic Science International	2000	current issue*
0740-624X	Government Information Quarterly	2000	current issue*
0020-7489	International Journal of Nursing Studies	2000	current issue*
0165-4101	Journal of Accounting and Economics	2000	current issue*
0278-4254	Journal of Accounting and Public Policy	2000	current issue*
0047-2352	Journal of Criminal Justice	2000	current issue*
1752-928X	Journal of Forensic and Legal Medicine	2000	current issue*
1344-6223	Legal Medicine	2000	current issue*
1355-0306	Science & Justice	2000	current issue*
0939-3625	Economic Systems.	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

Vilnius Gediminas Technical University:

ISSN	Journal Title	Access from	Access to
1270-9638	Aerospace Science and Technology	2000	current issue*
0926-5805	Automation in Construction	2000	current issue*
0360-1323	Building and Environment	2000	current issue*
0010-4485	Computer-Aided Design	2000	current issue*
0045-7949	Computers & Structures	2000	current issue*
0950-0618	Construction and Building Materials	2000	current issue*
0378-7788	Energy and Buildings	2000	current issue*
0141-0296	Engineering Structures	2000	current issue*

0969-6997	Journal of Air Transport Management	2000	current issue*
0143-974X	Journal of Constructional Steel Research	2000	current issue*
1051-1377	Journal of Housing Economics	2000	current issue*
0094-114X	Mechanism and Machine Theory	2000	current issue*
0032-5910	Powder Technology	2000	current issue*
0167-4730	Structural Safety	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

Vilnius University:

ISSN	Journal Title	Access from	Access to
0889-5406	American Journal of Orthodontics and Dentofacial Orthopedics	2000	current issue*
1063-5203	Applied and Computational Harmonic Analysis	2000	current issue*
0093-934X	Brain and Language	2000	current issue*
0261-5614	Clinical Nutrition	2000	current issue*
0010-0277	Cognition	2000	current issue*
0011-8486	Dental Abstracts	2000	current issue*
0939-3625	Economic Systems	2000	current issue*
1078-5884	European Journal of Vascular and Endovascular Surgery	2000	current issue*
0016-5085	Gastroenterology	2000	current issue*
0167-6245	Information Economics and Policy	2000	current issue*
0020-1693	Inorganica Chimica Acta	2000	current issue*
0167-6687	Insurance: Mathematics and Economics	2000	current issue*
0304-4076	Journal of Econometrics	2000	current issue*
0022-0531	Journal of Economic Theory	2000	current issue*
0749-596X	Journal of Memory and Language	2000	current issue*
1478-4092	Journal of Purchasing and Supply Management	2000	current issue*

ISSN	Journal Title	Access from	Access to
0969-6989	Journal of Retailing and Consumer Services	2000	current issue*
0022-4596	Journal of Solid State Chemistry	2000	current issue*
0378-3758	Journal of Statistical Planning and Inference	2000	current issue*
0099-2399	Journal of Endodontics	2000	current issue*
1383-5742	Mutation Research - Reviews	2000	current issue*
0363-8111	Public Relations Review	2000	current issue*
1931-5244	Translational Research	2000	current issue*
1364-6613	Trends in Cognitive Sciences	2000	current issue*
0168-9525	Trends in Genetics	2000	current issue*
0099-1333	The Journal of Academic Librarianship	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

Vytautas Magnus University:

ISSN	Journal Title	Access from	Access to
0004-3702	Artificial Intelligence	2000	current issue*
1077-7229	Cognitive and Behavioral Practice	2000	current issue*
1353-8292	Health & Place	2000	current issue*
0022-0531	Journal of Economic Theory	2000	current issue*
0749-596X	Journal of Memory and Language	2000	current issue*
0304-3932	Journal of Monetary Economics	2000	current issue*
1874-3919	Journal of Proteomics	2000	current issue*
1570-8268	Journal of Web Semantics	2000	current issue*
1062-9769	The Quarterly Review of Economics and Finance	2000	current issue*
0308-521X	Agricultural Systems	2000	current issue*
0167-8809	Agriculture, Ecosystems & Environment	2000	current issue*
1537-5110	Biosystems Engineering	2000	current issue*

0196-8904	Energy Conversion and Management	2000	current issue*
1389-9341	Forest Policy and Economics	2000	current issue*
0743-0167	Journal of Rural Studies	2000	current issue*
0167-1987	Soil & Tillage Research	2000	current issue*
0143-6228	Applied Geography	2000	current issue*
0190-7409	Children and Youth Services Review	2000	current issue*
0885-2014	Cognitive Development	2000	current issue*
1389-1286	Computer Networks	2000	current issue*
0273-2297	Developmental Review	2000	current issue*
0885-2006	Early Childhood Research Quarterly	2000	current issue*
1747-938X	Educational Research Review	2000	current issue*
0149-7189	Evaluation and Program Planning	2000	current issue*
1053-4822	Human Resource Management Review	2000	current issue*
0738-0593	International Journal of Educational Development	2000	current issue*
0193-3973	Journal of Applied Developmental Psychology	2000	current issue*
0272-4944	Journal of Environmental Psychology	2000	current issue*
1440-2440	Journal of Science and Medicine in Sport	2000	current issue*
0893-6080	Neural Networks	2000	current issue*
1387-6473	New Astronomy Reviews	2000	current issue*
1096-7516	The Internet and Higher Education	2000	current issue*
0362-3319	The Social Science Journal	2000	current issue*
1871-1871	Thinking Skills and Creativity	2000	current issue*
1574-0137	Computer Science Review	2000	current issue*
2110-7017	International Economics	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

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 subscription of the online research database *Science Direct* 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 13 (thirteen) Authorised Institutions – members of the Subscriber set forth in the below Table:

Sites: Lithuanian Research Library Consortium Gedimino Ave. 51, LT-01109, Vilnius, Lithuania		#Auth. Users: 64,538	Authentication: As indicated in table below	
NN o.	Institution	FTE in academic institutions/ registered adult readers in public and other libraries	Address	IP addresses
1.	ISM University of Management and Economics	1694	Aušros Vartų g. 7A, LT-01304 Vilnius, Lithuania	193.219.90.130
2.	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.*
3.	Klaipėda University	2526	Herkaus Manto g. 84, 92294 Klaipėda, Lithuania	193.219.76.*
4.	Lithuanian Sports University	1357	Sporto g. 6, LT-44221 Kaunas, Lithuania	193.219.75.225-253
5.	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
6.	Mykolas Romeris University	6030	Ateities g. 20, LT-08303 Vilnius, Lithuania	193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255
7.	Vilnius Gediminas Technical University	8179	Saulėtekio al. 14, LT-10223 Vilnius, Lithuania	158.129.192-224.*
8.	Vilnius	20242	Universiteto g. 3,	158.129.128.0/24 158.129.129.128/25

	University		LT-01122 Vilnius, Lithuania	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.*
9.	Vytautas Magnus University	8044	K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania	158.129.48-71.0-255 193.219.164-166.0-25 5 193.219.172-173.0-25 5 193.219.190.0-159 193.219.190.175-255 193.219.38.0-255 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255
10.	Lithuanian Research	119	Instituto al. 1,	85.206.20.67

	Centre for Agriculture and Forestry		LT-58344 Akademija, Kėdainių r., Lithuania	83.171.2.193 83.171.1.17 82.135.240.18 193.219.178.3 193.219.178.1-16 193.219.187.81 193,219.78.59 193.219.78.7 193.219.78.19-20 193.219.129.42 188.69.246.94
11.	Lithuanian Energy Institute	155	Breslaujos g. 3, LT-44403 Kaunas, Lithuania	193.219.73.1-63
12.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	158.129.176.1 - 255 158.129.177.1 - 255 193.219.94.203 193.219.59.1 - 30 193.219.49.161 193.219.74.198
13.	Nature Research Centre	207	Akademijos Str. 2, LT-08412 Vilnius, Lithuania	193.219.58.122 193.219.89.234 82.135.246.47

Estimated total number of Authorized Users: 64,538

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: Ms. Aušra Vaškevičienė
Title: Head of Administration and Expert of Project databases
Name/Address (if different from Section 7.7): Lithuanian Research Library Consortium (LMBA)
Gedimino Ave. 51, LT-01109 Vilnius, Lithuania
E-mail: ausra.vaskeviciene@lnb.lt
Phone: +370 5 239 8684

Billing Contact

Name: Ms. Emilija Banionyte
Title: President
Name/Address (if different from Section 7.7): Lithuanian Research Library Consortium (LMBA)
Gedimino Ave. 51, LT-01109 Vilnius, Lithuania
E-mail: emilija.banionyte@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** 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, Giedrė Skusevičienė, the authorized representative of ISM University of Management and Economics, an academic institution, with its principal offices located at Arklių St. 18, Vilnius (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 3 day of May, 2021.

Title: Head of Library

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, Gintarė Tautkevičienė, the authorized representative of Kaunas University of Technology, an academic institution, with its principal offices located at K. Donelaičio st. 73. Kaunas (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 03 day of May, 2021.

Title: Library Director

**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, Dalia Kašinskienė, the authorized representative of **Klaipeda University**, an academic institution, with its principal offices located at Herkaus Manto str. 84, LT-92294 Klaipėda, 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 3 day of May, 2021.

Title: Library director

**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, Asta Zarauskiene, the authorized representative of **Lithuanian Sports University**, an academic institution, with its principal offices located at Sporto str. 6, LT-44221 Kaunas, 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 4 day of May, 2021.

Head of the Library

**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, Meile Kretaviciene, the authorized representative of Library and Information Center, Lithuanian University of Health Sciences, an academic institution, with its principal offices located at Eivenių g. 6, LT-50162, Kaunas, 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 4 day of May 2021.

Library and Information Center

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, Assoc. Prof. Saulius Spurga, the authorized representative of **Mykolas Romeris University**, an academic institution, with its principal offices located at Ateities st. 20, LT-08303 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 4th of May, 2021.

Assoc. Deputy Rector of Mykolas Romeris University

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, Rektor Alfonsas Daniūnas, the authorized representative of Vilnius Gediminas technical university, an academic institution, with its principal offices located at Saulėtekio al. 11 LT-10223 Vilnius, LITHUANIA (the "Institution"), hereby constitutes and appoints Lithuanian Research Library Consortium (LMBA) Gedimino Ave. 51, LT-01504 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 May 7th, 2021.

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, **Irena Krivienė**, 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 04th day of May, 2021.

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, Julija Kiršienė, the authorized representative of Vytautas Magnus University, an academic institution, with its principal offices located at K. Donelaičio Str. 58, LT-44248, Kaunas, 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 3rd day of May, 2021.

Name: Julija Kiršienė
Title: Vice Rector for Reseach

**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, Gintaras Brazauskas, the authorized representative of Lithuanian Research Centre for Agriculture and Forestry, an academic institution, with its principal offices located at Instituto al. 1, Akademija, Kėdainiai distr. (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 19 day of May, 2021

**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, **Mr. Sigitas Rimkevičius**, the authorized representative of **Lietuvos energetikos institutas (in English – Lithuanian Energy Institute)**, an academic institution, with its principal offices located at **Breslaujos g. 3. LT-44403 Kaunas, 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 14 day of May 2021.

Name: Sigitas Rimkevičius
Title: Director of Lithuanian Energy Institute

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

9-30

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, **Gintaras Valušis**, 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.

**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, Sigitas Podėnas, the authorized representative of Nature Research Centre, an academic institution, with its principal offices located at Akademijos Str. 2, 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 3rd day of May, 2021.

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

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
SCIENCE DIRECT**

30.03.2021

(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	Tomasz Psonka Senior Account Manager
Phone	+48 501 980333
E-mail	t.psonka@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 ¹
1.	The services of subscription to the online research database <i>Science Direct</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of the Agreement till 31 December 2021:		
1.1	ISM University of Management and Economics	€ 21,468.00	€ 22,541.40
1.2	Kaunas University of Technology	€ 113,445.00	€ 119,117.25
1.3	Klaipėda University	€ 36,108.00	€ 37,913.40
1.4	Lithuanian Sports University	€ 19,160.00	€ 20,118.00
1.5	Lithuanian University of Health Sciences	€ 106,562.00	€ 111,890.10
1.6	Mykolas Romeris University	€ 86,200.00	€ 90,510.00
1.7	Vilnius Gediminas Technical University	€ 124,561.00	€ 130,789.05
1.8	Vilnius University	€ 257,071.00	€ 269,924.55
1.9	Vytautas Magnus University	€ 127,757.00	€ 134,144.85
1.10	Lithuanian Research Centre for Agriculture and Forestry	€ 20,000.00	€ 21,000.00
1.11	Lithuanian Energy Institute	€ 30,000.00	€ 31,500.00
1.12	State Scientific Research Institute Center for Physical Sciences and Technology	€ 40,000.00	€ 42,000.00
1.13	Nature Research Centre	€ 30,000.00	€ 31,500.00
	TOTAL:	€ 1,012,332.00	€ 1,062,948.60

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.

Total price of the Tender, VAT inclusive – ...1,062,948.60... EUR.
 This amount includes all costs and all taxes, as well as the VAT which is equal.... 50,616.60... EUR.
 The VAT rate is 5%.

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

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2021 – 1,062,948.60..... 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	10
2.	Certificate of Conduct Elsevier B.V.	3
3	Tax Statement of Elsevier B.V. (Payment History Declaration, compliance with tax obligations)	1
4	Police Records of Convictions CEO (2
5	Police Records of Convictions CFO	2
6	The official Supplier's Declaration CEO	1
7	The official Supplier's Declaration CFO	1
8	The official Supplier's Declaration EVP	2
9	Business Register Extract Netherlands Chamber of Commerce Elsevier B.V	3
10	European Single Procurement Document	15

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.

Gino Ussi
 Executive Vice President Research Solution Sales
 (Name, surname, position and signature of the Supplier or its authorised representative)

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

TECHNICAL SPECIFICATION
FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE
SCIENCE DIRECT

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 *Science Direct* 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-01190 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 Licensed Materials of the online research database *Science Direct*.
 - 4.1. *Freedom Collection* shall offer access to the full text of all articles from the Elsevier journal titles published after 1 January 2000 as identified on https://www.elsevier.com/data/promis_misc/sd-content/journals/freedomcoll.xlsx. Number of journal titles in the collection should not be less than 1990 (one thousand nine hundred and ninety). The list of the journals can be adjusted irrespective of the parties to the Licence Agreement due to restrictions imposed by copyright. *Freedom Collection* shall include journals on these subjects:
 - 4.1.1. Physical Sciences and Engineering:
 - Chemical Engineering
 - Chemistry
 - Computer Science
 - Earth and Planetary Sciences

- Energy
 - Engineering
 - Materials Science
 - Mathematics
 - Physics and Astronomy
- 4.1.2. Life Sciences:
- Agricultural and Biological Sciences
 - Biochemistry, Genetics and Molecular Biology
 - Environmental Science
 - Immunology and Microbiology
 - Neuroscience
- 4.1.3. Health Sciences:
- Medicine and Dentistry
 - Nursing and Health Professions
 - Pharmacology, Toxicology and Pharmaceutical Science
 - Veterinary Science and Veterinary Medicine
- 4.1.4. Social Sciences and Humanities:
- Arts and Humanities
 - Business, Management and Accounting
 - Decision Sciences
 - Economics, Econometrics and Finance
 - Psychology
 - Social Sciences

4.2. E-only content of the formerly subscribed journal titles shall be available for the subscribing institutions:

4.2.1. Kaunas University of Technology:

ISSN	Journal Title	Access from	Access to
0926-3373	Applied Catalysis B: Environmental	2000	current issue*
0968-0896	Bioorganic & Medicinal Chemistry	2000	current issue*
0268-0033	Clinical Biomechanics	2000	current issue*
0166-218X	Discrete Applied Mathematics	2000	current issue*
0963-9969	Food Research International	2000	current issue*
0966-6362	Gait & Posture	2000	current issue*
0021-9290	Journal of Biomechanics	2000	current issue*
0168-3659	Journal of Controlled Release	2000	current issue*
0304-4076	Journal of Econometrics	2000	current issue*
1104-6899	Journal of Forest Economics	2000	current issue*
0191-2615	Transportation Research Part B: Methodological	2000	current issue*
0041-624X	Ultrasonics	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

4.2.2. Klaipėda University:

ISSN	Journal Title	Access from	Access to
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ISSN	Journal Title	Access from	Access to
0360-1323	Building and Environment	2000	current issue*
0378-3839	Coastal Engineering	2000	current issue*
0360-5442	Energy	2000	current issue*
0141-0296	Engineering Structures	2000	current issue*
1617-1381	Journal for Nature Conservation	2000	current issue*
0883-9026	Journal of Business Venturing	2000	current issue*
0022-4375	Journal of Safety Research	2000	current issue*
1385-1101	Journal of Sea Research	2000	current issue*
0075-9511	Limnologica	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

4.2.3. Lithuanian University of Health Sciences:

ISSN	Journal Title	Access from	Access to
0002-9394	American Journal of Ophthalmology	2000	current issue*
0889-5406	American Journal of Orthodontics and Dentofacial Orthopedics	2000	current issue*
0167-5273	International Journal of Cardiology	2000	current issue*
0022-2828	Journal of Molecular and Cellular Cardiology	2000	current issue*
0735-1097	Journal of the American College of Cardiology	2000	current issue*
0037-1963	Seminars in Hematology	2000	current issue*
1073-8746	Seminars in Orthodontics	2000	current issue*
0002-9149	The American Journal of Cardiology	2000	current issue*
0002-9343	The American Journal of Medicine	2000	current issue*
0003-4975	The Annals of Thoracic Surgery	2000	current issue*
0140-6736	The Lancet	2000	current issue*
0042-6989	Vision Research	2000	current issue*
0093-691X	Theriogenology	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

4.2.4. Mykolas Romeris University:

ISSN	Journal Title	Access from	Access to
0360-1315	Computers & Education	2000	current issue*
0939-3625	Economic Systems.	2000	current issue*
0301-4215	Energy Policy	2000	current issue*
0149-7189	Evaluation and Program Planning	2000	current issue*
0379-0738	Forensic Science International	2000	current issue*
0740-624X	Government Information Quarterly	2000	current issue*
0020-7489	International Journal of Nursing Studies	2000	current issue*
0165-4101	Journal of Accounting and Economics	2000	current issue*
0278-4254	Journal of Accounting and Public Policy	2000	current issue*

0047-2352	Journal of Criminal Justice	2000	current issue*
1752-928X	Journal of Forensic and Legal Medicine	2000	current issue*
1344-6223	Legal Medicine	2000	current issue*
1355-0306	Science & Justice	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

4.2.5. Vilnius Gediminas Technical University:

ISSN	Journal Title	Access from	Access to
1270-9638	Aerospace Science and Technology	2000	current issue*
0926-5805	Automation in Construction	2000	current issue*
0360-1323	Building and Environment	2000	current issue*
0010-4485	Computer-Aided Design	2000	current issue*
0045-7949	Computers & Structures	2000	current issue*
0950-0618	Construction and Building Materials	2000	current issue*
0378-7788	Energy and Buildings	2000	current issue*
0141-0296	Engineering Structures	2000	current issue*
0969-6997	Journal of Air Transport Management	2000	current issue*
0143-974X	Journal of Constructional Steel Research	2000	current issue*
1051-1377	Journal of Housing Economics	2000	current issue*
0094-114X	Mechanism and Machine Theory	2000	current issue*
0032-5910	Powder Technology	2000	current issue*
0167-4730	Structural Safety	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

4.2.6. Vilnius University:

ISSN	Journal Title	Access from	Access to
0889-5406	American Journal of Orthodontics and Dentofacial Orthopedics	2000	current issue*
1063-5203	Applied and Computational Harmonic Analysis	2000	current issue*
0093-934X	Brain and Language	2000	current issue*
0261-5614	Clinical Nutrition	2000	current issue*
0010-0277	Cognition	2000	current issue*
0011-8486	Dental Abstracts	2000	current issue*
0939-3625	Economic Systems	2000	current issue*
1078-5884	European Journal of Vascular and Endovascular Surgery	2000	current issue*
0016-5085	Gastroenterology	2000	current issue*
0167-6245	Information Economics and Policy	2000	current issue*
0020-1693	Inorganica Chimica Acta	2000	current issue*
0167-6687	Insurance: Mathematics and Economics	2000	current issue*
0304-4076	Journal of Econometrics	2000	current issue*
0022-0531	Journal of Economic Theory	2000	current issue*
0749-596X	Journal of Memory and Language	2000	current issue*

ISSN	Journal Title	Access from	Access to
1478-4092	Journal of Purchasing and Supply Management	2000	current issue*
0969-6989	Journal of Retailing and Consumer Services	2000	current issue*
0022-4596	Journal of Solid State Chemistry	2000	current issue*
0378-3758	Journal of Statistical Planning and Inference	2000	current issue*
0099-2399	Journal of Endodontics	2000	current issue*
1383-5742	Mutation Research - Reviews	2000	current issue*
0363-8111	Public Relations Review	2000	current issue*
1931-5244	Translational Research	2000	current issue*
1364-6613	Trends in Cognitive Sciences	2000	current issue*
0168-9525	Trends in Genetics	2000	current issue*
0099-1333	The Journal of Academic Librarianship	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

4.2.7. Vytautas Magnus University:

ISSN	Journal Title	Access from	Access to
0004-3702	Artificial Intelligence	2000	current issue*
1077-7229	Cognitive and Behavioral Practice	2000	current issue*
1574-0137	Computer Science Review	2000	current issue*
2110-7017	International Economics	2000	current issue*
1353-8292	Health & Place	2000	current issue*
0022-0531	Journal of Economic Theory	2000	current issue*
0749-596X	Journal of Memory and Language	2000	current issue*
0304-3932	Journal of Monetary Economics	2000	current issue*
1874-3919	Journal of Proteomics	2000	current issue*
1570-8268	Journal of Web Semantics	2000	current issue*
1062-9769	The Quarterly Review of Economics and Finance	2000	current issue*
0308-521X	Agricultural Systems	2000	current issue*
0167-8809	Agriculture, Ecosystems & Environment	2000	current issue*
1537-5110	Biosystems Engineering	2000	current issue*
0196-8904	Energy Conversion and Management	2000	current issue*
1389-9341	Forest Policy and Economics	2000	current issue*
0743-0167	Journal of Rural Studies	2000	current issue*
0167-1987	Soil & Tillage Research	2000	current issue*
0143-6228	Applied Geography	2000	current issue*
0190-7409	Children and Youth Services Review	2000	current issue*
0885-2014	Cognitive Development	2000	current issue*
1389-1286	Computer Networks	2000	current issue*
0273-2297	Developmental Review	2000	current issue*
0885-2006	Early Childhood Research Quarterly	2000	current issue*
1747-938X	Educational Research Review	2000	current issue*
0149-7189	Evaluation and Program Planning	2000	current issue*
1053-4822	Human Resource Management Review	2000	current issue*
0738-0593	International Journal of Educational Development	2000	current issue*
0193-3973	Journal of Applied Developmental Psychology	2000	current issue*

0272-4944	Journal of Environmental Psychology	2000	current issue*
1440-2440	Journal of Science and Medicine in Sport	2000	current issue*
0893-6080	Neural Networks	2000	current issue*
1387-6473	New Astronomy Reviews	2000	current issue*
1096-7516	The Internet and Higher Education	2000	current issue*
0362-3319	The Social Science Journal	2000	current issue*
1871-1871	Thinking Skills and Creativity	2000	current issue*

* The online access to the most current issue (marked as the "Current issue" in the "Access to" column) shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the Licence Agreement.

5. The Authorized Users of the LMBA Authorized Institutions, set forth in Part III herein, shall have the online access to the Licensed Materials of *Science Direct* from the date of coming into effect of the Licence 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% downtime 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 *Science Direct* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
7. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
8. At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.

III. Authorised Institutions

9. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *Science Direct* 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 13 (thirteen) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE in academic institutions/ registered adult readers in public and other libraries	Address	IP addresses
1.	ISM University of Management and Economics	1694	Aušros Vartų g. 7A, LT-01304 Vilnius, Lithuania	193.219.90.130

2.	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.*
3.	Klaipėda University	2526	Herkaus Manto g. 84, 92294 Klaipėda, Lithuania	193.219.76.*
4.	Lithuanian Sports University	1357	Sporto g. 6, LT-44221 Kaunas, Lithuania	193.219.75.225-253
5.	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
6.	Mykolas Romeris University	6030	Ateities g. 20, LT-08303 Vilnius, Lithuania	193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255
7.	Vilnius Gediminas Technical University	8179	Saulėtekio al. 14, LT-10223 Vilnius, Lithuania	158.129.192-224.*
8.	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.*
9.	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
10.	Lithuanian Research Centre for Agriculture and Forestry	119	Instituto al. 1, LT-58344 Akademija, Kėdainių r., Lithuania	85.206.20.67 83.171.2.193 83.171.1.17 82.135.240.18 193.219.178.3 193.219.178.1-16 193.219.187.81 193.219.78.59 193.219.78.7 193.219.78.19-20 193.219.129.42 188.69.246.94
11.	Lithuanian Energy Institute	155	Breslaujos g. 3, LT-44403 Kaunas, Lithuania	193.219.73.1-63
12.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	158.129.176.1 - 255 158.129.177.1 - 255 193.219.94.203 193.219.59.1 - 30 193.219.49.161 193.219.74.198
13.	Nature Research Centre	207	Akademijos Str. 2, LT-08412 Vilnius, Lithuania	193.219.58.122 193.219.89.234 82.135.246.47

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