



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of 20 November 2025 by and between **Lithuanian Research Library Consortium (LMBA)**, Saulėtekio Ave. 14, VILNIUS, LT-10223, Lithuania (the “Consortium”), for and on behalf of its members identified on Schedule 2 pursuant to a power of attorney substantially in the form set forth on Schedule 3 (the “Institutions”) (all, collectively, the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”). For the purposes of this Agreement, the Subscriber means the Consortium and the Institutions individually and collectively.

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 computers 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”). With the exception of Authorized Users that are Walk-in Users, remotely accessing the Subscribed Products through a secure network that requires a secure ID card or other protective security safeguards is permitted.

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 ScienceDirect Subscribed Products to other Authorized Users and to a limited number of third-party colleagues, inclusive of colleagues who are part of an invitation only work group on non-commercial platforms or tools, for their personal 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;

- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction.”; and
- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

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, provided that such print and delivery is without commercial gain and not routinely or systematically provided (whether on one occasion or over a period of time) in such a manner or in such quantities as to substitute for a subscription by the receiving library or the end user.

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 and/or service (including resulting from the use of artificial intelligence tools), 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, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyse, generate output and/or develop any form of artificial intelligence tool);
- post abstracts from the Subscribed Products on social networking sites; or
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products.

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 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands.

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. 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 will refund to the Subscriber the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year.

2.3 Withdrawal of Content.

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

2.4 Usage Data Reports.

Elsevier will make usage data reports on the usage activity of each Subscriber available as described at <https://www.elsevier.com/librarian/usage-reports/>. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber.

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. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is provided solely by the Subscriber and limited to library Sites only. The distribution of usernames/passwords, access credentials or otherwise by 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 each Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to each Subscriber's IP addresses, including the addresses no longer being used exclusively by each Subscriber.
- immediately deactivate any credentials when no longer needed or where access presents a security risk;
 - implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
 - promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

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

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, 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 failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium will pay to Elsevier the fees set forth in each Institution Subscription Schedule (the "Fees") and Schedule 4 (TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE

RESEARCH DATABASE CELL) in accordance with the payment schedule set forth in Schedule 1. Late payments will be subject to interest charges of 1% per month on the unpaid balance.

In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of each Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. 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. The Consortium waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause.

The Consortium will be charged local value added tax (VAT), based on the Subscriber's place of establishment, unless the Subscriber is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Consortium will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Consortium any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information. The Fees include all costs and applicable taxes, including VAT. The VAT rate indicated in Schedule 1 is 5% and reflects the rate currently in force under Lithuanian VAT legislation. Should there be any changes in the applicable law and/or VAT rate during the term of this Agreement, the parties shall review and, where appropriate, apply such changes. Any adjustment will take effect from the date the relevant legal amendment enters into force. Consequently, the total amount payable to Elsevier may be adjusted accordingly. If the VAT rate increases and the Institution has no available funding to cover the increased cost, the financing period shall be adjusted accordingly, or the Agreement may be terminated, with a pro rata refund provided for the unused portion of the subscription period.

Provided that this Agreement is duly executed by November 2025, the invoice for the Fees shall be issued no later than 10 December 2025. If Elsevier fails to issue the invoice by that date, it shall be deemed to have waived its right to provide the service under this Agreement. Elsevier shall submit other invoices on the dates agreed between the parties by email. If the submission of the invoice on the agreed deadlines is overdue, it shall be considered that Elsevier has refused to provide the service for that particular year and the Agreement shall be terminated. In such case Elsevier shall lose his right to the reimbursement of any losses. In such a case, the Agreement shall be considered terminated, and Elsevier shall forfeit any right to payment or compensation for potential losses. 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 SABIS informational system (<https://sabis.nbfc.lt/>) if functionality for Elsevier to issue invoices in English will be available. The Consortium accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between the Consortium and Elsevier using SABIS.

SECTION 5. DURATION.

5.1 *Term.*

The term of this Agreement will commence on 01 January 2026 and continue through and including 31 December 2028 (“Initial Term”).

5.2 *Renewal.*

After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for an additional one-year term(s) by conducting new procurement procedure (a “Renewal Term”), and the Fees will be increased by the then current standard Elsevier price increase. The Subscriber must give written notice to Elsevier no later than ninety (90) days prior to the end of the then current Term of its intention to renew or to not renew. The Initial Term and each Renewal Term are collectively the “Term”.

5.3 *Termination.*

Either party may terminate this Agreement upon prior written notice in the event of a material breach or persistent non-material breaches by the other party of any of its obligations under this Agreement and the party said to be in breach fails to cure the breach within thirty (30) days after receipt of the notice of breach.

The Consortium may terminate this Agreement in the event that: (i) the Agreement was awarded to Elsevier as a result of a serious breach of obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, as declared by the Court of Justice of the European Union pursuant to Article 258 of the Treaty on the Functioning of the European Union (TFEU); or (ii) Elsevier was subject to exclusion during the procurement procedure and should not have been awarded the Agreement; or (iii) if the international sanctions are applied to Elsevier according to the Law on International Sanctions of the Republic of Lithuania (e.g. Article 5 k of the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2022, etc.).

5.4 *Early Termination Due To Insufficient Funds.*

The Subscriber may terminate this Agreement upon at least thirty (30) days written notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches to permit the Subscriber to continue this Agreement, as reasonable determined between the parties. The Subscriber shall provide proof thereof in the form of a letter from the authorized representative of the Subscriber and/or a definitive budget decision letter from the relevant funding body. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

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, nor 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) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being “Force Majeure”) 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. Notwithstanding the foregoing, a party’s financial inability to perform its obligations will in no event constitute a Force Majeure.

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 or Subscriber terms, except public procurement documents submitted to Elsevier, written or oral, between the parties with respect to the subject matter contained herein. The parties shall comply with the Consortium’s tender documentation attached hereto as Schedule 4. In the event of any conflict, inconsistency, ambiguity or difference between the terms and conditions of this Agreement and Schedule 4, Schedule 4 will take precedence.

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 amendment 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). In accordance with Article 72 of Directive 2014/24/EU on public procurement, no substantial modifications (as defined in Article 72) shall be made without conducting a new procurement

procedure.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations in whole or in part 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 the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”). The parties acknowledge and agree that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

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), Saulėtekio Ave. 14, LT-10223 Vilnius, Lithuania

7.8 *Confidentiality.*

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 to the extent that such disclosure is required for the publication of this Agreement and Schedule 4 via the Central Public Procurement Portal of the Republic of Lithuania, in accordance with applicable laws. 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 *Compliance with Laws.*

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

7.10 *Execution.*

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

7.11 *Contracting Authority and Power of Attorney.*

Each Institution has authorized the Consortium to enter into this Agreement on its behalf and to enforce this Agreement against it pursuant to a Power of Attorney substantially in the form set forth on Schedule 3.

7.12 *Governing Law and Dispute Resolution.*

This Agreement will be governed by and construed in accordance with the laws of the Republic of

Lithuania without regard to conflict of law principles. The parties consent to the jurisdiction of the courts of the Republic of Lithuania with respect to any action or suit arising out of or pertaining to 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)**

11:42:41 GMT+2)

Name:
Title: President

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

Title: Vice President, Account Support & Tender Management

No. 1-25123141976

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1

Subscribed Products/Access/Fees

LITHUANIAN RESEARCH LIBRARY CONSORTIUM (LMBA)

No. 1-25123141976

Subscribed Products – publisher	Access	2026 EUR	2027 EUR	2028 EUR
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		€61, 469.76	€64,789.13	€68,287.74
TOTAL FEES excl. of VAT		€61, 469.76	€64,789.13	€68,287.74
TOTAL FEES incl. of VAT		€64, 543.25	€68,028.59	€71,702.13

Journal Collection(s)

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

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

Total price of the Tender, VAT inclusive – 204,273.96 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 9,727.33 EUR.

The VAT rate is 5%.

Payment schedule:

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

- Instalment 1 – from 1 January 2026 till 31 December 2026 – 50,343.73 EUR (VAT inclusive), which represents **78** percent of the amount indicated in the Tender as payable for the year 2026;
- Instalment 2 – from 1 January 2026 till 31 December 2026 – 14,199.52 EUR (VAT inclusive), which represents **22** percent of the amount indicated in the Tender as payable for the year 2026;
- Instalment 3 – from 1 January 2027 till 31 December 2027 – 68,028.59 EUR (VAT inclusive);
- Instalment 4 – from 1 January 2028 till 31 December 2028 – 71,702.13 EUR (VAT inclusive)

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Subscription

Journal Collection(s):

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Option to Substitute or Refund Withdrawn Subscribed Titles

An Institution may substitute any withdrawn Subscribed Titles subscribed journal title identified on Annex A to Schedule 1.1 (“Subscribed Title”) 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 Subscriber the amount of the Fees paid for the withdrawn Subscribed Titles for the remainder of the Term.

Post Termination Access to Subscribed Titles

Upon termination of all of an Institution’s annual subscriptions on ScienceDirect online, the Institution may, 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 a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Institution, but the Subscriber remains a ScienceDirect online annual subscription 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.

Annex A to Schedule 1.1
Subscribed Titles

Subscriber: Lithuanian Research Library Consortium (LMBA)

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell
07592	1097-2765	Molecular Cell

Cell journal (ISSN 0092-8674) publishes findings of unusual significance in any area of experimental biology, including but not limited to cell biology, molecular biology, neuroscience, immunology, virology and microbiology, cancer, human genetics, systems biology, signaling, and disease mechanisms and therapeutics. The basic criterion for considering papers is whether the results provide significant conceptual advances into, or raise provocative questions and hypotheses regarding, an interesting and important biological question. In addition to primary research articles in four formats, Cell features review and opinion articles on recent research advances and issues of interest to its broad readership in the leading edge section.

Molecular Cell journal (ISSN 1097-2765) aims to publish the best research in molecular biology. Molecular Cell is particularly interested in papers that answer longstanding questions, open new avenues of research, report unexpected findings, or change the way we think about biological processes. The journal covers core cellular processes, including:

- DNA replication, recombination, and repair
- Chromatin biology and genome organization
- Transcription
- RNA processing and decay
- Non-coding RNA function
- Translation
- Protein folding, modification, and quality control
- Signal transduction pathways
- Cell cycle and checkpoints
- Cell death
- Autophagy
- Metabolism

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Lithuanian Research Library Consortium (LMBA)

Sites (Physical Address):	#Relev. Auth. Users:	Authentication (Access Method via IP address):
Vilnius University Address: Universiteto 3, Vilnius, 01513, Lithuania	24,327	158.129.128.0/24 158.129.129.0/24 158.129.132-140.0/24 158.129.144-152.0/24 158.129.154-161.0/24 158.129.162.1-193 158.129.162.194 (VU VPN) 158.129.162.195-254 158.129.164-166.0/24 158.129.168-170.0/24 158.129.172-173.0/24 158.129.180-183.0/24 193.219.42.0/25 193.219.81.0/27 193.219.81.249/30 193.219.82.224/27 193.219.83.0/24 193.219.86.0/24 (Proxy) 193.219.87.0/24 (Proxy) 193.219.89.0/25 193.219.91.0/25 193.219.94.64/26 193.219.95.128/28 (VU VPN) 193.219.129.128/27 193.219.135.128/29 88.119.140.104 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80-87.* 185.127.2.128/25

Estimated total number of Authorized Users for Cell Press: 24,327

Adding Institutions

Institutions may be added to Schedule 2 during the Term, provided that a thirty (30) day written notice is given by the Consortium and subject to (i) an appropriate recalculation of the Fees at Elsevier current standard price, (ii) the identification of the Site and authentication methods, (iii) the Institution signs a POA in the form set forth in Schedule 3 and (iv) the execution of an amendment to this Agreement.

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

The Consortium will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year

for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:
Title: President
Name/Address (if different from Section 7.7):
E-mail: @vilniustech.lt
Phone: +370 68669023

Billing Contact

Name:
Title: Ms. Head of administration
Name/Address (if different from Section 7.7):
E-mail: @vilniustech.lt
Phone: +370 5 2744901

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

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3
Standard Power of Attorney Form
POWER OF ATTORNEY AND PROXY

The undersigned, **[insert member Institution representative's name]**, the authorized representative of **[Name of member Institution]**, an academic institution, with its principal offices located at **[street address, city, state, postal/zip code, country]** (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium**, with its principal offices located at Saulėtekio Ave. 14, LT-10223 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 and any amendments thereto and to receive and process all invoices and make payments of all fees due as specified in the Agreement on behalf of the Institution.

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. The Institution will be responsible for and make payment of the fees due for access to and use of the services as specified in the Agreement to the extent that the Attorney fails to make any such payment.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this ___ day of _____, 2025.

Name: **[Insert member Institution's representative details]**

Title:



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3
Standard Power of Attorney Form
POWER OF ATTORNEY AND PROXY

The undersigned, **prof.** _____, the authorized representative of Vilnius University, an academic institution, with its principal offices located at Universiteto g. 3, LT-01122 Vilnius, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium**, with its principal offices located at Saulėtekio Ave. 14, LT-10223 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 and any amendments thereto and to receive and process all invoices and make payments of all fees due as specified in the Agreement on behalf of the Institution.

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. The Institution will be responsible for and make payment of the fees due for access to and use of the services as specified in the Agreement to the extent that the Attorney fails to make any such payment.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 19 day of November, 2025.

Name: prof. _____

Title: Vilnius University Rector



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 4
TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASES
CELL PRESS

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
RESEARCHII DATABASE**

CELL

_____ 13th October 2025 _____

(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 BV
The name, surname and position of the person responsible for the availability of the access	VP Account Support & Tender Mgmt.
Phone	+31 (0)20 4852912
E-mail	Dutchbasedsignatory@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:

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1	The services of subscription to the online research database <i>Cell</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2026 till 31 December 2026: Vilnius University	61,469.76	64,543.25
2	The services of subscription to the online research database <i>Cell</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2027 till 31 December 2027: Vilnius University	64,789.13	68,028.59
3	The services of subscription to the online research database <i>Cell</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2028 till 31 December 2028: Vilnius University	68,287.74	71,702.13
	TOTAL:	194,546.63	204,273.96

Total price of the Tender, VAT inclusive – **204,273.96 EUR**.

This amount includes all costs and all taxes, as well as the VAT which is equal **9,727.33 EUR**.

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

The VAT rate is 5 %.

3. The Supplier shall issue the Invoices for the below indicated amounts payable for the following terms:

3.1. Instalment 1 – from 1 January 2026 till 31 December 2026 – 50,343.73 EUR (VAT inclusive), **which represents 78 percent of the amount indicated in the Tender as payable for the year 2026;**

3.2. Instalment 2 – from 1 January 2026 till 31 December 2026 – 14,199.52 EUR (VAT inclusive), **which represents 22 percent of the amount indicated in the Tender as payable for the year 2026;**

3.3. Instalment 3 – from 1 January 2027 till 31 December 2027 – 68,028.59 EUR (VAT inclusive);

3.4. Instalment 4 – from 1 January 2028 till 31 December 2028 – 71,702.13 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	14
2	ESPD	13
3	Business Register Extract Netherlands Chamber of Commerce Elsevier B.V.	10
4	Certificate of Conduct of Kumsal Bayazit	3
5	Certificate of Conduct of Edward Cassar	2
6	Certificate of Conduct of Judy Verses	14
7	Certificate of Conduct of Jan bij de Weg	14
8	Certificate of Conduct of Laura Maria Hassink	14
9	Certificate of Conduct of Thong-Li Lim	14
10	Certificate of Conduct of Elsevier BV	6
11	Compliance with Tax Obligations for Elsevier BV	3
12	Annex 5	1

8. To perform the Agreement, we intend to invoke the following sub-suppliers Not Applicable for this part of the Licence Agreement _____.
(name and address)

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

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

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

- the chief executive officer;
- a member of other management or supervisory body or other person (persons) entitled to represent the Supplier or to exercise control over the Supplier, to make decision on its behalf, to conclude a transaction;
- person(s) entitled to draw up and sign the Supplier's financial records;

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

Name, surname	Position
	VP Account Support & Tender Management
	Chief Executive Officer
	Chief Financial Officer
	President, Global Academic, and Government Markets
	Executive Vice President and Global General Counsel
	SVP Publishing Transformation

(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
*CELL***

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 *Cell* for the Authorised Users of the LMBA Authorised Institution listed in *Part III. Authorised Institution* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be _____, Manager of Databases:
E-mail: _____@lmba.lt; phone: +370 615 87104
Lithuanian Research Library Consortium
Saulėtekio Ave. 14
LT-10223 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 Institution shall have access to the Licensed Materials of the online research database *Cell* consisting of:

4.1 Cell journal (ISSN 0092-8674) publishes findings of unusual significance in any area of experimental biology, including but not limited to cell biology, molecular biology, neuroscience, immunology, virology and microbiology, cancer, human genetics, systems biology, signaling, and disease mechanisms and therapeutics. The basic criterion for considering papers is whether the results provide significant conceptual advances into, or raise provocative questions and hypotheses regarding, an interesting and important biological question. In addition to primary research articles in four formats, *Cell* features review and opinion articles on recent research advances and issues of interest to its broad readership in the leading edge section.

4.2 Molecular Cell journal (ISSN 1097-2765) aims to publish the best research in molecular biology. *Molecular Cell* is particularly interested in papers that answer longstanding questions, open new

avenues of research, report unexpected findings, or change the way we think about biological processes. The journal covers core cellular processes, including:

- DNA replication, recombination, and repair
- Chromatin biology and genome organization
- Transcription
- RNA processing and decay
- Non-coding RNA function
- Translation
- Protein folding, modification, and quality control
- Signal transduction pathways
- Cell cycle and checkpoints
- Cell death
- Autophagy
- Metabolism

Access to the Licensed Materials of *Cell* should be provided from 1995 to the most current issue.

5. The Authorized Users of the LMBA Authorized Institution, set forth in Part III herein, shall have the online access to the Licensed Materials of *Cell* from 1 January 2026 until 31 December 2028 with possibility to opt-out in case of no funding for 2027 and/or 2028. The Supplier shall provide the Licensed Materials with a quality of service consistent with the industry standards, specifically, shall provide the continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the LMBA and its Authorized Users, and shall restore the service as soon as possible in the event of an interruption or suspension of the service. The Supplier shall inform the LMBA and its Authorized Users about maintenance and repairs at least 48 hours in advance, unless such notice term is not reasonably possible given the urgency of the situation. If, due to causes within its reasonable control, the Supplier is unable to provide the LMBA with access to the service for a period exceeding five (5) consecutive days, then the Supplier shall refund to the LMBA the amount of the Fees indicated in Licence Agreement calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year.
6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *Cell* 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 *Cell* shall be given to the unlimited number of the concurrent Authorised Users via the IP addresses of 1 (one) Authorised Institution – member of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Vilnius University	24327	Universiteto g. 3, L.T-01122 Vilnius, Lithuania	158.129.128.0/24 158.129.129.0/24 158.129.132-140.0/24 158.129.144-152.0/24 158.129.154-161.0/24 158.129.162.1-193 158.129.162.194 (VU VPN) 158.129.162.195-254 158.129.164-166.0/24 158.129.168-170.0/24 158.129.172-173.0/24 158.129.180-183.0/24 193.219.42.0/25 193.219.81.0/27 193.219.81.249/30 193.219.82.224/27 193.219.83.0/24 193.219.86.0/24 (Proxy) 193.219.87.0/24 (Proxy) 193.219.89.0/25 193.219.91.0/25 193.219.94.64/26 193.219.95.128/28 (VU VPN) 193.219.129.128/27 193.219.135.128/29 88.119.140.104 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80-87.* 185.127.2.128/25

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.

ANNEX 3
to the Contract Documents
**GROUND FOR EXCLUSION OF
THE SUPPLIER**

Grounds for Exclusion of the Supplier*

N o.	Grounds for exclusion of the supplier	Article, part, item and part of the ESPD form for completion	Documents proving the absence of grounds for exclusion
Mandatory grounds for exclusion in accordance with the provisions of Article 46(1) to (4) of the Law on Public Procurement			
1.	<p>The supplier or his responsible person referred to in Article 46(2)(2) of the Law on Public Procurement has been convicted of the following offence:</p> <p>(1) participating in, organizing or directing a criminal association;</p> <p>2) bribery, influence peddling, graft;</p> <p>(3) fraud, misappropriation of assets, embezzlement of assets, false declaration of the activities of a legal person, use of credit, loan or targeted support for purposes other than for its intended purpose or in the prescribed manner, credit fraud, submission of incorrect data on income, profits or assets, failure to submit a declaration, report or other document, fraudulent keeping of accounts or abuse where these offences encroach on the financial interests of the European Union within the meaning of the Convention on the protection of the European Communities' financial interests in Article 1;</p> <p>(4) criminal bankruptcy;</p> <p>(5) terrorist offences and offences related to terrorist activities;</p> <p>(6) the legalization of property derived from crime;</p> <p>(7) trafficking in human beings, buying or selling a child;</p> <p>(8) an offence committed by a supplier of another Country as defined in the legislation of other States implementing the European Union legislation listed in Article 57(1) of Directive 2014/24/EU.</p> <p>The supplier or his responsible person shall be deemed to have been convicted of the above offence where:</p> <p>(1) a conviction has been passed and finalized by a supplier who is a natural person in the last 5 years and</p>	<p>Article 46(1) of the Law on Public Procurement</p> <p>Paragraphs A1 to A6 of Part III of the ESPD</p> <p>Paragraph III, point D1, of the ESPD</p>	<p>Entities established in Lithuania are required to:</p> <ul style="list-style-type: none"> • extract from a judgment, or • certificates from the Department of Informatics and Communications under the Ministry of the Interior, or • a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania confirming the joint data processed by the competent authorities. <p>Entities established outside Lithuania are required to:</p> <ul style="list-style-type: none"> • the document of the relevant foreign authority². <p>The documents referred to must be issued not earlier than 180 days before <i>the date on which the supplier, at the request of the contracting authority, is required to provide documents confirming the absence of grounds for exclusion.</i> <i>Example: If the contracting authority has applied to the supplier on 10.10.2022 with a request to submit documentary evidence by 14.10.2022, it must be issued no earlier than 180 days, counting them retroactively from 14.10.2022.</i></p> <p>If the document was issued earlier, but the period of validity specified in it is longer than the deadline for the submission of documents</p>

² If the supplier is unable to provide the specified documents proving that there are no grounds for exclusion provided for in Article 46(1) and (3) and (6)(2) of the Law on Public Procurement of the Republic of Lithuania, since such documents are not issued in the Member State or the country concerned or the documents issued in that country do not cover all the issues raised in Article 46(1) and (3) and (6)(2), they can be replaced by:

- a) declaration of the oath;
- b) an official supplier's declaration where the country does not use an oath declaration. The formal declaration must be certified by a competent legal or administrative authority, a notary or a competent professional or trade organization in the Member State or supplier's country of origin or the country in which he is registered.

	<p>has a criminal record that has not been expunged or expunged;</p> <p>(2) the head of a supplier who is a legal person, another organisation or a subdivision thereof, a member of another management or supervisory body, or another person having the right to represent or control the supplier, to take a decision on his behalf, to enter into a transaction, the person(s) entitled to draw up and sign the supplier's financial records documents, in the last 5 years, a conviction has been passed and has become final and this person has a criminal record that has not been expunged or abolished;</p> <p>(3) a conviction has been handed down and has become final in the last 5 years by a supplier who is a legal person, another organisation or a subdivision thereof, or, in the case of Article 46(3) of the Law on Public Procurement, a final administrative decision, if such a decision is taken in accordance with the requirements of the legislation of the supplier's country.</p>		<p>confirming the absence of grounds for exclusion under the ESPD, such a document is admissible during its period of validity.</p>
2.	<p>The supplier has been convicted of defaulting on obligations relating to the payment of taxes, including social security contributions, in accordance with the requirements of the country where the supplier is registered or the country in which the contracting authority is situated, within the meaning of Article 46(2)(1) and (3) of the Law on Public Procurement, or the contracting authority has other evidence of non-fulfilment of those obligations.</p> <p>The supplier or his responsible person shall be deemed to have been convicted of the above offence where:</p> <p>(1) a conviction has been passed and finalized by a supplier who is a natural person in the last 5 years and has a criminal record that has not been expunged or expunged;</p> <p>(2) a conviction has been handed down and has become final in the last 5 years by a supplier who is a legal person, another organisation or a subdivision thereof, or, in the case of paragraph 3, a final administrative decision, if such a decision is taken in accordance with the requirements of the legislation of the supplier's country.</p> <p>However, this provision shall not apply where:</p> <p>1. the supplier is under an obligation to pay taxes, including social security contributions, and is therefore deemed to have already fulfilled the obligations referred to in this paragraph;</p> <p>2) the amount of indebtedness does not exceed EUR 50 (fifty euros);</p>	<p>Article 46(3) of the Law on Public Procurement</p> <p>Paragraphs III, points B1 and B2 of the ESPD</p>	<p>1) With regard to the fulfilment of obligations related to the payment of taxes, the following are requested from the entities established in Lithuania:</p> <ul style="list-style-type: none"> • an extract from a court decision (if any) or a document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania, • or a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities. <p>Entities established outside Lithuania are required to:</p> <ul style="list-style-type: none"> • the document of the relevant foreign authority³. <p>The documents referred to must be issued not earlier than 120 days before <i>the date on which the supplier, at the request of the contracting authority, is required to provide documents confirming the absence of grounds for exclusion.</i> <i>Example: If the contracting authority has applied to the supplier on 10.10.2022 with a request to submit documentary evidence by 14.10.2022, it</i></p>

³ If the supplier is unable to provide the specified documents proving that there are no grounds for exclusion provided for in Article 46(1) and (3) and (6)(2) of the Law on Public Procurement of the Republic of Lithuania, since such documents are not issued in the Member State or the country concerned or the documents issued in that country do not cover all the issues raised in Article 46(1) and (3) and (6)(2), they can be replaced by:

- a) declaration of the oath;
- b) an official supplier's declaration where the country does not use an oath declaration. The formal declaration must be certified by a competent legal or administrative authority, a notary or a competent professional or trade organization in the Member State or supplier's country of origin or the country in which he is registered.

<p>3. the supplier has been informed of the exact amount of his debt at a time when he has not been able to pay taxes, including social security contributions, to conclude a tax loan agreement or other binding agreement of a similar nature for their payment or to take other measures to comply with the provisions of point 1 before the deadline for the submission of tenders or tenders. The supplier shall not be excluded from the procurement procedure on this basis if, when the contracting authority requires the submission of relevant documents in accordance with Article 50(6) of the Law on Public Procurement, he proves that he has already fulfilled the obligations relating to the payment of taxes, including social security contributions.</p>	<p><i>must be issued no earlier than 120 days, counting them back from 14.10.2022.</i></p> <p>If the document was issued earlier, but the period of validity specified in it is longer than the deadline for the submission of documents confirming the absence of grounds for exclusion under the ESPD, such a document is admissible during its period of validity.</p> <p>2) With regard to the fulfilment of the obligations related to the payment of social security contributions, the following are requested from the entities established in Lithuania:</p> <p>2.1) If the supplier is a legal entity registered in the Republic of Lithuania, he is not required to provide any documents proving this requirement. The contracting authority shall independently check the data in the national database at the address http://draudejai.sodra.lt/draudeju_viesi_duomenys/.</p> <p>If, due to technical disturbances in the information system of the State Social Insurance Fund Board (hereinafter referred to as "Sodra"), the Contracting Authority will not be able to check the data on the supplier (legal entity) available free of charge, it will have the right to ask the supplier (legal entity) to provide an extract from the court decision (if any) or a document issued in accordance with the procedure established by "Sodra" confirming compliance with this requirement. The Supplier may also submit a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities.</p> <p>2.2) If the Supplier is a natural person registered in the Republic of Lithuania, he shall submit an extract from the court decision (if any) or a document issued by Sodra, or a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities.</p> <p>Entities established outside Lithuania are required to:</p> <ul style="list-style-type: none"> • the document of the competent authority of the foreign country concerned⁴.
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⁴ If the supplier is unable to provide the specified documents proving that there are no grounds for exclusion provided for in Article 46(1) and (3) and (6)(2) of the Law on Public Procurement of the Republic of Lithuania, since such

			<p>The documents referred to must be issued not earlier than 120 days before <i>the date on which the supplier, at the request of the contracting authority, is required to provide documents confirming the absence of grounds for exclusion.</i> <i>Example: If the contracting authority has applied to the supplier on 10.10.2022 with a request to submit documentary evidence by 14.10.2022, it must be issued no earlier than 120 days, counting them back from 14.10.2022.</i></p> <p>If the document was issued earlier, but the period of validity specified in it is longer than the deadline for the submission of documents confirming the absence of grounds for exclusion under the ESPD, such a document is admissible during its period of validity.</p>
3.	The supplier has concluded agreements with other suppliers aimed at distorting competition in the procurement being carried out, and the contracting authority has conclusive evidence to this effect.	<p>Article 46(4)(es)(1) of the Law on Public Procurement</p> <p>Paragraph III, point C10, of the ESPD</p>	No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.
4.	The supplier is in a situation of conflict of interest within the meaning of Article 21 of the Law on Public Procurement at the time of the purchase and the situation in question cannot be remedied. It is considered that the relevant situation regarding the conflict of interest cannot be remedied if the persons in the conflict of interest have determined the decisions of the public procurement commission or the contracting authority and the modification of these decisions would be contrary to the provisions of the Law on Public Procurement.	<p>Article 46(4)(2) of the Law on Public Procurement</p> <p>Paragraph III, point C12, of the ESPD</p>	No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.
5.	Competition has been violated, as set out in Article 27(3) and (4) of the Law on Public Procurement, and the situation in question cannot be remedied.	<p>Article 46(4)(es)(3) of the Law on Public Procurement</p> <p>ESPD, Part III, point C13</p>	No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.
6.	The supplier has withheld information or provided false information during the procurement procedures regarding compliance with the requirements laid down	<p>Article 46(4)(es)(4) of the</p>	No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.

documents are not issued in the Member State or the country concerned or the documents issued in that country do not cover all the issues raised in Article 46(1) and (3) and (6)(2), they can be replaced by:

- a) *declaration of the oath;*
- b) *an official supplier's declaration where the country does not use an oath declaration. The formal declaration must be certified by a competent legal or administrative authority, a notary or a competent professional or trade organization in the Member State or supplier's country of origin or the country in which he is registered.*

	<p>in Articles 46 and 47 of the Law on Public Procurement, and the contracting authority can prove this by any lawful means, or the supplier is unable to provide the supporting documents required under Article 50 of the Law on Public Procurement due to false information provided.</p> <p>On this basis, the supplier is also excluded from the procurement procedure where, in the course of previous procedures carried out by the Law on Public Procurement, the Law on Public Procurement in the Field of Defence and Security, the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, the Law on Concessions or the Law on Concessions, withheld information or provided false information referred to in this paragraph, or the supplier was unable to provide supporting evidence due to false information provided documents required under Article 50 of the Law on Public Procurement, which led to the exclusion from the procurement or concession award procedures in the last one year.</p> <p>On this basis, the supplier is also excluded from the procurement procedure where, in accordance with the legislation of other States, in the course of previous procedures, he withheld information or provided false information, or because of the provision of false information, he was unable to provide supporting documents, which led to his exclusion from the procurement or concession award procedures or other similar sanctions in the last one year.</p>	<p>Law on Public Procurement</p> <p>Paragraph III, point C15, of the ESPD</p>	<p>When deciding on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in this point, account may be taken, inter alia, of the information published in accordance with Article 52 of the Law on Public Procurement:</p> <p>https://vpt.lrv.lt/melaginga-informacija-pateikusiu-tiekejui-sarasas-3</p>
7.	<p>The supplier has taken unlawful steps during the procurement in order to influence the decisions of the contracting authority, to obtain confidential information which would undue advantage for him in the procurement procedure, or to provide misleading information which may have a material influence on the contracting authority's decisions concerning the exclusion of suppliers, the assessment of their qualifications and the award of the contract, and the contracting authority may prove this by any lawful means.</p>	<p>Article 46(4)(es)(5) of the Law on Public Procurement</p> <p>Paragraph III, point C15, of the ESPD</p>	<p>No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.</p>
8.	<p>The supplier has failed to perform or has improperly performed a contract concluded in accordance with the Law on Public Procurement, the Law on Public Procurement in the Field of Defence and Security, or the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, or has improperly performed it, which constituted a material breach of contract within the meaning of Article 6.217 of the Civil Code (hereinafter referred to as a 'material breach of contract'), which has led to the termination of the contract or in the last 3 years, a court decision has been issued and has become final which satisfies the claim of the contracting authority, the contracting entity or the awarding authority for compensation for damages suffered as a result of the fact that the supplier has performed a material contractual clause with serious or persistent defects, or that the contracting authority has, in the last 3 years, taken a</p>	<p>Article 46(4)(6) of the Law on Public Procurement</p> <p>Paragraph III, point C14, of the ESPD</p>	<p>No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.</p> <p>When deciding on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in this point, account may be taken of the information published in accordance with Article 91 of the Law on Public Procurement:</p> <p>https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimi-tiekejai-1</p> <p>https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas</p>

	<p>decision by the contracting authority that the supplier has fulfilled the essential contractual clause laid down in the contract with serious or permanent deficiencies, or persistent deficiencies and, as a result, the sanction laid down in the treaty was applied.</p> <p>On this basis, the supplier is also excluded from the procurement procedure where, in accordance with the legislation of other States, it has been established over the last 3 years that, in the course of the performance of a previous contract, a previous contract with the contracting entity or a previous concession contract, he has performed a material requirement laid down in the contract with serious or persistent defects and, as a result, that previous contract has been terminated before the expiry of the period laid down in that contract, damages have been claimed or other similar sanctions have been imposed.</p>		
9.	<p>The supplier has committed a serious professional misconduct in respect of which the contracting authority has doubts as to the supplier's good faith when he has committed an infringement of the financial reporting and audit legislation and less than one year has elapsed since the date on which it was committed.</p>	<p>Article 46(4)(7)(a) of the Law on Public Procurement</p> <p>PARAGRAPH III, POINT C11, OF THE ESPD</p>	<p>No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.</p> <p>When deciding on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in this point, account shall be taken, inter alia, of the national database at the following address: https://www.registrucentras.lt/jar/p/index.php the information published, as well as the information contained in this information notice: https://vpt.lrv.lt/lt/naujienos/finansiniu-ataskaitu-nepateikimas-gali-tapti-klutimi-dalyvauti-viesuosiuose-pirkimuose</p>
10.	<p>The supplier has committed a serious professional violation, as a result of which the contracting authority doubts the good faith of the supplier when he (the supplier) does not meet the minimum criteria for a reliable taxpayer set out in Article 40(1) of the Law on Tax Administration of the Republic of Lithuania.</p>	<p>Article 46(4)(7)(b) of the Law on Public Procurement</p> <p>PARAGRAPH III, POINT C11, OF THE ESPD</p>	<p>No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.</p> <p>Decisions on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in this point shall take into account, inter alia, the information published in the national database at the address: https://www.vmi.lt/evmi/mokesciu-moketoju-informacija.</p>
11.	<p>The supplier has committed a serious professional violation, as a result of which the contracting authority doubts the supplier's good faith, when he has committed a violation of the prohibition on concluding insured agreements established in the Law on Competition of the Republic of Lithuania or a similar legal act of another state and less than 3 years have passed since the date of its commission.</p>	<p>Article 46(4)(7)(c) of the Law on Public Procurement</p> <p>PARAGRAPH III, POINT C11, OF THE ESPD</p>	<p>No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.</p> <p>When deciding on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in this point, account shall be taken, inter alia, of the following information published in the national database at the address: https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu.</p>

12.	The supplier has not carried out the penal measure imposed on him, i.e. the prohibition of a legal person to participate in public procurements.	Article 46(2¹) of the Law on Public Procurement PARAGRA PH III, POINT D2, OF THE ESPD	No documentary evidence is required from entities established in Lithuania. The provided ESPD is enough.
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* The Contracting Authority shall not require the Supplier to submit documents confirming the circumstances of the presence or absence of the grounds for rejecting the Supplier, if it:

1) shall have access to these documents or information directly and free of charge in the national database in any Member State or in CVP IS;

2) already has the documents from previous public procurement procedures.

ANNEX 5
to the Contract Documents
THE SUPPLIER'S DECLARATION

Elsevier BV
(Name of the Supplier)

To the Lithuanian Research Library Consortium

THE SUPPLIER'S DECLARATION (sanctions)

13th October 2025
(Date)

I declare under honour that there is no Russian involvement in the contract of the company I represent exceeding the limits set in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2022. In particular I declare that:

- (a) the contractor I represent (and the companies which are members of our consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;
- (b) the contractor I represent (and the companies which are members of our consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;
- (c) neither I nor the company I represent is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in point (a) or (b) above;
- (d) there is no participation of over 10 % of the contract value of subcontractors, suppliers or entities whose capacities the contractor I represent relies on by entities listed in points (a) to (c).

I declare under honour that the Supplier is not a subject to restrictive measures, applied by Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended by Council Implementing Regulation (EU) 2022/581 of 8 April 2022.

I also declare and confirm that the Supplier is not subject to other international sanctions implemented in the Republic of Lithuania⁵.

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

(Signature)

VP Account Support & Tender Management
(Name, surname, title)

⁵ <https://www.urm.lt/sankcijos>