



CONTENT LICENSING AGREEMENT

Part 1 – Custom Terms

GENERAL	
Effective Date	January 1 2026
Initial Term	<p>Subject to the Standard Terms and Conditions, this Agreement shall be for an initial term that begins on the Effective Date and continues in effect for #[1] one calendar year (the “Initial Term”). This Agreement will not renew on an evergreen or automatic basis.</p> <p>If the Licensed Content includes perpetual access materials (as defined below), the license rights provided hereunder shall continue unless terminated by AIPP in the event of breach of the terms and conditions of the Agreement.</p>
Licensee (additional sites or Participating Institutions are listed in Appendix A)	Name: Lithuanian Research Library Consortium (LMBA) Address: Saulėtekio Avenue 14, VILNIUS, LT-10223, Lithuania Telephone: Email:
Licensee’s Designated Business Contact	Name: Ms. Title: Head of Administration Address: Lithuanian Research Library Consortium (LMBA) Saulėtekio Avenue 14, VILNIUS, LT-10223, Lithuania Telephone: Email: @vilniustech.lt
Licensee’s Designated Invoicing Contact	Name: Ms. Title: President Address: Lithuanian Research Library Consortium (LMBA) Saulėtekio Avenue 14, VILNIUS, LT-10223, Lithuania Telephone: Email: @vilniustech.lt
AIPP Sales Operations	Name: Sales Operations Address: 1305 Walt Whitman Road, Suite 110, Melville, NY 11747-4300 Email: salesoperations@aip.org
Licensed Content	Titles as set forth in Appendix B to the Standard Terms and Conditions (“ Licensed Content ”).
Fees (Access Fees for any additional sites or Participating Institutions are listed in Appendix A)	Due Date as specified on AIP Publishing’s invoice. Total Subscription Fee: \$36,716 Total Access Fee: \$13,418 Total Fees: \$50,134 Post-Cancellation Access Fee (if applicable): \$1,000

Part 2 – Standard Terms & Conditions

This Content Licensing Agreement (“Agreement”), consisting of Part 1 – Custom Terms and Part 2 – Standard Terms and Conditions, and any appendices attached, is effective on the Effective Date, by and between Licensee and AIP Publishing LLC (“AIPP”), with offices at 1305 Walt Whitman Road, Suite 110, Melville, NY 11747-4300.

WHEREAS, AIPP has the right to grant Licensee (and its locations / Participating Institutions, if applicable, as set forth in **Appendix A**), access to the Licensed Content, which is delivered via a technology platform or other means of delivery that AIPP deems appropriate (“Platform”);

WHEREAS, Licensee wishes to provide Authorized Users access to the Licensed Content using the Platform by paying the Fees;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other valuable consideration received, the parties agree as follows:

1. LICENSED RIGHTS

a. **License.** AIPP provides a non-exclusive, non-transferable license to Licensee’s Authorized Users, subject to the terms, conditions and restrictions set forth in this Agreement, to access, search, view, download, print and save the Licensed Content via the Platform, solely for research, educational and internal purposes. In no event shall Licensee, directly or indirectly, sell, republish or distribute the Licensed Content. If Licensee is a single institution with multiple locations, the authorized locations are set forth in **Appendix A**. If Licensee is a consortium representing the Participating Institutions set forth in **Appendix A**, the Participating Institutions’ Authorized Users shall have the right to access the Licensed Content pursuant to this Section, and the Participating Institutions are subject to the same restrictions imposed upon the Licensee in this Agreement.

b. **License Rights Post-Termination.** If Licensee pays a “Subscription Fee” as set forth in the Custom Terms, it has a nonexclusive, royalty-free, perpetual license, during and after the Term, to the Licensed Content published during the years for which it paid a Subscription Fee (which includes content paid for by Licensee including or after 1999), pursuant to the terms set forth in **Appendix A**. If Licensee fails to subscribe to at least one journal title online, Licensee will pay an annual Post-Cancellation Access fee for using the Platform for post cancellation access to the Licensed Content, unless as otherwise agreed upon between the parties. Participating Institutions that pay Access Fees and not Subscription Fees, as set forth in **Appendix A**, are not entitled to post-termination access to the Licensed Content. All post-termination rights are subject to the restrictions set forth in Section 3 and any other applicable terms and conditions of this Agreement regulating the use of Licensed Content.

c. **Authorized Users.** Authorized users are defined as and limited to Licensee’s current faculty members, staff, employees, students, subcontractors, as applicable (collectively, “Authorized Users”), and walk-in users using computer terminals on premises (“Walk-in Users”). All Authorized Users who have been issued an institutional username and password may also access the Licensed Content remotely, using devices that are located off the premises of



Licensee (or a Participating Institution). Licensee or the Participating Institutions must require the Authorized Users to use a username and password, or other agreed upon access control such as biometrics, to login before accessing the Platform using computers located off the premises of Licensee (or Participating Institutions). For the sake of clarity, no Walk-in Users are permitted to access the Platform remotely.

d. Compliance. Licensee will use commercially reasonable efforts to cooperate with AIPP to remedy any Authorized User's or Participating Institution's failure to comply with the terms of this Agreement. Licensee will make reasonable efforts to inform Authorized Users of their obligations in connection with the use of the Licensed Content.

e. Credentials. When the relationship between an Authorized User and the Licensee terminates, Licensee shall take reasonable steps to prevent the previously Authorized User from accessing the Platform, by promptly disabling the previously Authorized User's access to the Licensed Content except from areas where the Licensed Content is accessible to the public.

2. FAIR USE & RIGHTS OF LIBRARIES

a. Fair Use and Rights of Libraries. Authorized Users are entitled to use the Licensed Content in a manner that comports with §107 and §108 of the U.S. Copyright Act, or other similar applicable laws outside the U.S., provided that the Authorized Users provide proper attribution to the copyright owners and AIPP.

b. Interlibrary Loan. Licensee may use the Licensed Content to fulfill a reasonable number of requests from other libraries for specific material for interlibrary loans ("ILL"). The Licensed Content for ILL may be transmitted by mail, fax or secure, prevailing technology, provided that Licensee will not require the receiving library to pay a fee other than for the direct cost recovery for such transmission, and to the best of Licensee's knowledge, the loaned material is for the purposes of research or private study, and not for commercial use. The borrowing and lending libraries will comply with applicable legal guidelines in connection with ILL.

c. Course Packs. Material from the Licensed Content may be included in anthologies ("Course Packs") in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital) set up by libraries for access by Authorized Users in connection with specific courses offered by the Licensee. Access to copies of items in digital form which are included in online Course Packs or reserves will be disabled by the Licensee and its locations when the course is no longer offered. Course Packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users.

d. Accessible Formats / Modification. Licensed Content may be altered or modified as necessary to provide an equivalent level of service to Authorized Users with appropriately documented disabilities that require modified Content. In cases where the Licensee determines that the Licensed Content are not already provided in Accessible Format, the Licensee will request permission from AIPP to adapt or modify the format to make the Licensed Content

perceivable and usable with assistive devices by persons with visual, perceptual, physical, or other relevant disabilities. In no event shall Licensee, directly or indirectly, sell or otherwise monetize the modification made under this Section.

e. Scholarly Sharing. Authorized Users may transmit to a third-party academic colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Content for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale or other distribution. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Content in the Authorized User's own scientific, scholarly and educational works.

3. RESTRICTIONS.

a. Intellectual Property. Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) infringe any intellectual property or other right of any party (including AIPP), or violate any applicable laws, rules or regulations, including, without limitation, redistribute, repurpose, resell, alter, recompile, share access with users not authorized by Licensee, republish or post in any media, print or electronic form, such as on the Internet or using peer-to-peer or similar file sharing for anyone to access, the Licensed Content (or any search results thereof), in whole or in part, or otherwise commercialize the Licensed Content; or (ii) alter, obscure or remove the copyright notices or the watermark in the Licensed Content, any article, or other such materials.

b. Operation of the Platform. Without AIPP's authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) disrupt or interfere with the security or use of the Platform, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, or similar methods or technology; (ii) misrepresent Licensee's affiliation with a person or entity, or submit false or misleading information to AIPP, including, without limitation, IP addresses that do not belong to any Participating Institution; (iii) collect, manually or through an automatic process, information about users or their usage without their express consent.

c. Systematic Download; Text and Data Mining. Without AIPP's authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) systematically or programmatically download, whether manually or by using programs such as robots or searchbots, spiders, crawlers or other automated downloading programs, algorithms or devices, to continuously or automatically search, scrape, extract, deep link or index all or a substantial portion of the Licensed Content, such as an entire issue of or article from a journal; (ii) download the Licensed Content in aggregate for central storage or later retrieval; or (iii) conduct text and data mining.

d. Violations. Licensee shall notify AIPP of any copyright infringement, or unauthorized use of the Licensed Content of which Licensee becomes aware. To the extent AIPP determines that any copyright infringement or violation of this Agreement has occurred (including a violation by an Authorized User), Licensee shall cooperate with AIPP in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence, such as suspending or terminating an actual or suspected unauthorized user's access to the



Platform or Licensed Content upon AIPP's reasonable request. If AIPP reasonably suspects or determines that an Authorized User has violated the terms of this Agreement or any agreement with Licensee or a Participating Institution that a user entered into to access the Platform, or that Licensee is otherwise allowing the Platform to be misused, AIPP may, without notice, suspend such user's account or Licensee's access to the Platform.

4. AIPP OBLIGATIONS

a. Availability. During the term, AIPP shall use commercially reasonable efforts to provide continuous access to the Licensed Content via the Platform, except for periodic downtime for maintenance, and interruption of access to the Platform due to factors outside of AIPP's control.

b. Usage Statistics. AIPP's usage statistics (e.g., COUNTER stats) are available via the Platform.

c. Accessibility. AIPP's Accessibility statement is available at <https://publishing.aip.org/resources/researchers/policies-and-ethics/accessibility/>. AIPP's Accessibility documents (e.g. Voluntary Product Accessibility Template, or "VPAT") are available at <https://publishing.aip.org/vpat>, which AIPP may revise either at any time without notice. Licensee is responsible for reviewing all posted information.

d. Backup. In the unlikely event that AIPP is unable to provide electronic access to one or more of the journal titles that comprise the Licensed Content for an extended period of time, AIPP will cooperate with a third-party vendor that has archived the Licensed Content to ensure that Licensee will be able to access the Licensed Content continuously, per the terms of this Agreement.

5. FEES AND PAYMENT

a. Fees. Licensee and Participating Institutions shall pay all Fees pursuant to the Custom Terms (including subscription, access) and any other fees as set forth in the attached appendices. The Fees will be increased by AIPP upon notice, and Licensee's consent, if a print version, a new publication, and/or an additional location/Participating Institution is added. If a journal is discontinued, the fees will be adjusted accordingly for the benefit of the Licensee. All Fees are calculated on an annual basis. Subscription Fees provide for certain post-termination license rights, as set forth in Section 1(b). Access Fees do not entitle a Licensee to post-termination license rights.

b. Taxes. The fee is inclusive of VAT, which is applied at 0% (equivalent to 0 USD), and will be processed by AIPP using SABIS.

c. No later than by 10 December 2025 AIPP shall issue to the LMBA the first invoice in the amount indicated in Appendix A as payable for the year 2026. If AIPP fails to issue the invoice to Licensee at a fixed date, it shall be considered that AIPP has refused to provide the service and therefore he shall lose his right to receive the payment and the



Agreement shall be considered as automatically terminated. In such case AIPP shall lose his right to the reimbursement of any losses.

6. TERM AND RENEWAL

a. Term. The Initial Term of this Agreement is the period set forth in the Custom Terms. If this Agreement is subject to a renewal, the terms and conditions of this Agreement will continue to govern during any renewal term, subject to any amendment agreed upon between the parties. Changes to Fees during a renewal term, other than those described in Section 6 that can be changed by purchase order, will be specified by a written amendment.

b. Renewal. If this Agreement is subject to a renewal pursuant to the Custom Terms, renewal of any subscription(s) will be construed as renewal of this Agreement, and the terms and conditions outlined here will remain in force for as long as orders are placed by the Licensee with AIPP. Renewals that are confirmed by the parties by email will operate as an agreement to renew this Agreement without a formal executed renewal in writing. If AIPP elects to provide the Licensee access to the Licensed Content during the negotiation of terms of a renewal following the end of a subscription term and the renewal is not finalized by March 1 of the new term, Licensee agrees that it is obligated to pay the Fees for such access at the subscription rate in effect at the time the usage occurs, which includes any fee increases for such period of usage.

c. Termination for Failure to Pay. If Licensee (and/or any of the Participating Institutions) fails to pay the Fees pursuant to Section 5, AIPP may suspend or terminate Licensee's and/or its Participating Institutions' access to any and all of the Licensed Content, and/or any other products or services set forth in the attached appendices. If Licensee (and/or any of the Participating Institutions) wish(es) to be reinstated after AIPP suspends access to the Licensed Content for failure to pay, Licensee must first pay for the Fees from and including the time access was suspended to the end of the then-current annual subscription term.

d. The Licensee may terminate this License Agreement: if the License was awarded to the Publisher in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union); or if the License Agreement has been subject to a substantial modification; or if the AIPP should have been excluded during the procurement procedure; or if the AIPP does not submit an invoice on due dates; or if the international sanctions are applied to the Publisher according to the Law on International Sanctions of the Republic of Lithuania. Upon termination of this Agreement according to this clause, the AIPP shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

7. REPRESENTATIONS AND DISCLAIMERS; CONSEQUENTIAL DAMAGES

a. Warranty and Disclaimers. If applicable, Licensee represents that it has the authority to act on behalf of the Participating Institutions in entering into this Agreement. AIPP



represents and warrants that it is authorized to grant Licensee, the Participating Institutions (if applicable), and its/their Authorized Users the rights granted herein. Except as set forth in the preceding sentence, the Platform and the Licensed Content are provided on an “as-is” and “as-available” basis. AIPP makes no warranty or representation of any kind with respect to the Licensed Content or the Platform, express or implied, including its quality, originality, availability, accessibility, accuracy, performance, non-infringement, merchantability or fitness for a particular purpose, or that access to the Platform and the Licensed Content will achieve a particular result, or such access will be uninterrupted or error-free.

b. Consequential Damages. Neither party shall be liable for exemplary, special, indirect, incidental, consequential or other similar types of damages, arising out of, relating to or connected with this Agreement, even if a party is advised or aware of the possibility of such damages. The foregoing limitations do not apply to any breach of Section 3.

8. GOVERNING LAW AND ARBITRATION

a. International Licensee. If Licensee's principal place of business is outside the U.S., then all disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, provided that the arbitrator must be a practicing attorney who is fluent in English. The place of arbitration shall be London. The language of the arbitration shall be English. To the extent any party wishes to seek emergency or injunctive relief in court, such proceeding shall be brought in the Southern District of New York, and each party waives, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue.

9. DATA PRIVACY & SECURITY

a. To the extent that AIPP processes personal data (as that term is defined under applicable law) pursuant to this Agreement it shall do so in accordance with its Privacy Policy available at <https://publishing.aip.org/privacy/>. For the avoidance of doubt, AIPP is and shall remain the controller (or similar term under applicable law) of personal data processed under this Agreement.

b. AIPP will use reasonable and appropriate technical, organizational, and administrative security measures designed to prevent loss, misuse, corruption, or disclosure of and/or unauthorized access, alteration or destruction to personal data held in its custody under this Agreement.

10. GENERAL

a. Integration. This Agreement (consisting of the Custom Terms and the attached appendices, if any) contains the entire understanding of the parties regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. A purchase order will not supersede any term in the Standard Terms and Conditions without a written amendment.



b. Waiver and Modification. Unless noted otherwise in the Custom Terms, each term of these Standard Terms and Conditions may only be modified, supplemented, amended or waived in a writing signed by both parties. A waiver of a breach shall not constitute a waiver of any other breach. The failure of either party at any time to enforce any provisions of this Agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such rights or remedy or the right of that party thereafter to enforce each and every provision, right or remedy. 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.

c. Force Majeure. AIPP will not be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, fire, floods, acts of civil or military authorities, strikes, work stoppages, civil unrest, power outages or disruption of transport or shipping, or riot.

d. Pricing. The terms of this Agreement shall not be disclosed to third parties without the prior written approval of AIPP. For the avoidance of doubt Licensee will publish the AIPP's tender, the concluded agreement and changes to it, except for the information that the AIPP indicated in the tender as confidential (including the subscription price) and personal information, in the Central Public Procurement Information System (CVP IS) <https://cvpp.eviesiejipirkimai.lt/>.

e. Notices. All notices, reports and statements to be given shall be given or made: (a) by FedEx, UPS or any overnight delivery service providing notice of receipt; or (b) by email with confirmation of receipt. Notices to the parties shall be sent to the physical or email addresses set forth in the Custom Terms, unless notification of a change is given in writing. The date of receipt evidenced by the tracking information or email confirmations shall be deemed the date of receipt.

f. Severability. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

g. Assignment. The Licensee shall not assign or transfer its rights under this Agreement without the prior written consent of AIPP. AIPP may require the payment of additional Fees if any assignment or transfer of rights by Licensee results in; (i) additional authorized locations other than those set forth in **Appendix A**, or (ii) if as a result of the assignment, additional Participating Institutions require access to the Licensed Content. AIPP may assign this Agreement upon notice in the event of any merger, reverse merger, sale, acquisition, public offering or private placement resulting in a change of ownership or control of AIPP. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

h. No Third-Party Beneficiary. The parties do not intend, and the Agreement shall not be deemed, to create any third-party beneficiary rights for any entity or person.



i. Counterparts. This Agreement may be executed in counterparts, both of which taken together will constitute one and the same document. Electronic, facsimile or .pdf file signatures will have the same effect as originals.

j. Order of Precedence. To the extent Licensee provides any purchase order, procurement form, or rider that contains terms that conflict or are inconsistent with the terms in this Agreement, the terms in this Agreement shall govern and be given precedence. Any language in any purchase order, procurement form, rider, or any other writing that purports to change the terms of this Section 10(j) without specifically referencing this section of this Agreement is inoperative. In case of contradiction between the Agreement and appedices, Appendix C shall prevail.

k. Survival. Sections 1(b)(c)(d), 3, 5(b), 7 - 10 and any other provisions that are intended to survive, shall survive the expiration or termination of this Agreement.



Lithuanian Research Library Consortium
(LMBA)
Acct #1000145
January 1, 2026 – December 31, 2026

The parties have executed this Agreement (consisting of Part 1- Custom Terms, Part 2 – Standard Terms and Conditions, and any appendices attached) as of the Effective Date.

AIP PUBLISHING LLC

**LITHUANIAN RESEARCH LIBRARY
CONSORTIUM (LMBA)**

Signature:

Signature:

Name:

Name: Ms.

Title: Head of Global Sales & Advertising

Title: President

Date:

11/24/2025

Date:

11/24/2025



APPENDIX A
Licensee; Consortium's Participating Institutions and/or Sites

Licensee:
Authorized Location(s) / Participating Sites

Account #	Participant	Subscriptions	Access	Total
000001389818	State Scientific Research Institute	\$0.00	\$6,259.00	\$6,259.00
000001014622	University of Vilnius	\$31,531.00	\$972.00	\$32,503.00
000001164566	Univ of Technology	\$5,185.00	\$6,187.00	\$11,372.00
Grand total		\$36,716.00	\$13,418.00	\$50,134.00

APPENDIX B

Licensed Content

Title	Coverage	Subscriptions	Access Only
AIP Conference Proceedings	1999 - Current		
American Journal of Physics	1999 - Current		
Applied Physics Letters	1999 - Current	✓	✓
Applied Physics Reviews	1999 - Current		
AVS Quantum Science	2020 – Current		
Biointerphases	2006 – Current		
Biomicrofluidics	2007 – Current		
Biophysics Reviews	2020 – Current		
Chaos	1999 - Current	✓	✓
Chemical Physics Reviews	2020 - Current		
Chinese Journal of Chemical Physics	2006 – Current		
Journal of Applied Physics	1999 - Current	✓	✓
Journal of Laser Applications	1999 - Current		
Journal of Mathematical Physics	1999 - Current	✓	✓
Journal of Physical and Chemical Reference Data	1999 - Current		
Journal of Renewable and Sustainable Energy	2009 – Current		
Journal of Rheology	1999 - Current		
Journal of the Acoustical Society of America	1999 - Current		
Journal of the Physical Society of Japan	1946 - Current		
Journal of Vacuum Science and Technology A	1999 - Current		
Journal of Vacuum Science and Technology B	1999 - Current		
LIA Conference Proceedings	1999 - Current		
Low Temperature Physics	1999 - Current		
Physics of Fluids	1999 - Current		
Physics of Plasmas	1999 - Current		
Physics Today	1999 - Current		
Review of Scientific Instruments	1999 - Current	✓	✓
Surface Science Spectra	1999 - Current		
The Journal of Chemical Physics	1999 - Current	✓	✓
The Physics Teacher	1999 - Current		



Account #	Participant	Title	Subscription/ Access
1389818	State Scientific Research Institute	Applied Physics Letters Frontfile	Access
1389818	State Scientific Research Institute	Chaos Frontfile	Access
1389818	State Scientific Research Institute	Journal of Applied Physics Frontfile	Access
1389818	State Scientific Research Institute	The Journal of Chemical Physics Frontfile	Access
1389818	State Scientific Research Institute	Journal of Mathematical Physics Frontfile	Access
1389818	State Scientific Research Institute	Review of Scientific Instruments Frontfile	Access
1164566	Univ of Technology	Applied Physics Letters Frontfile	Access
1164566	Univ of Technology	Chaos Frontfile	Access
1164566	Univ of Technology	Journal of Applied Physics Frontfile	Access
1164566	Univ of Technology	The Journal of Chemical Physics Frontfile	Access
1164566	Univ of Technology	Review of Scientific Instruments Frontfile	Access
1164566	Univ of Technology	Journal of Mathematical Physics Frontfile	Subscription
1014622	University of Vilnius	Journal of Mathematical Physics Frontfile	Access
1014622	University of Vilnius	Applied Physics Letters Frontfile	Subscription
1014622	University of Vilnius	Chaos Frontfile	Subscription
1014622	University of Vilnius	Journal of Applied Physics Frontfile	Subscription
1014622	University of Vilnius	The Journal of Chemical Physics Frontfile	Subscription
1014622	University of Vilnius	Review of Scientific Instruments Frontfile	Subscription



Lithuanian Research Library Consortium
(LMBA)
Acct #1000145
January 1, 2026 – December 31, 2026

APPENDIX C
Tender for the Services of Subscription to the Online Research Database
American Institute of Physics

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
AMERICAN INSTITUTE OF PHYSICS**

6 NOVEMBER 2025

(Date)

Melville, New York, United States of America

(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>	AIP Publishing, LLC 1305 Walt Whitman Road, Suite 110 Melville, New York 11747 USA
The name, surname and position of the person responsible for the availability of the access	Sales Manager, Europe
Phone	+1.516.576.2636
E-mail	@aip.org

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

No	Type of the service	Price in USD, VAT exclusive	Price in USD, VAT inclusive ¹
1	The services of subscription to the online research database <i>American Institute of Physics</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026		
1.1	Kaunas University of Technology	\$11,372	\$11,372
1.2	Vilnius University	\$32,503	\$32,503
1.3	State Scientific Research Institute Center for Physical Sciences and Technology	\$6,259	\$6,259
	TOTAL:	\$50,134	\$50,134

Total price of the Tender, VAT inclusive - \$50,134 USD.

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

The VAT rate is 0%.

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

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.

3.1. Instalment 1 – from 1 January 2026 till 31 December 2026 – **\$50,134** USD (VAT inclusive).

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	4
2.	THE SUPPLIER'S DECLARATION (sanctions)	1
3	THE SUPPLIER'S OATH DECLARATION (Annex4)	3
4	ESPD	21

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

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

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

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

- the chief executive officer;
- a member of other management or supervisory body or other person (persons) entitled to represent the Supplier or to exercise control over the Supplier, to make decision on its behalf, to conclude a transaction;
- 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
	Chief Executive Officer
	Chief Financial Officer
	Head of Global Sales

DocuSigned by:

Chief Financial Officer

(name, 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
AMERICAN INSTITUTE OF PHYSICS**

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 *American Institute of Physics* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be _____, Manager of Databases:
E-mail: _____@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 Authorised Users of the LMBA Authorised Institutions shall have access to the Licensed Materials of the online research database *American Institute of Physics* consisting of:
 - 4.1. Applied Physics Letters, eISSN 1077-3118
 - 4.2. Chaos: An Interdisciplinary Journal of Nonlinear Science, eISSN 1089-7682
 - 4.3. Journal of Applied Physics, eISSN 1089-7550
 - 4.4. Journal of Chemical Physics, eISSN 1089-7690
 - 4.5. Journal of Mathematical Physics, eISSN 1089-7658
 - 4.6. Review of Scientific Instruments, eISSN 1089-7623
5. The content of the Licensed Materials shall be available from the newest issues of the current year and all other online publications chronologically dating back to 1999.
6. Post-cancellation access will belong to:

Vilnius University	<ul style="list-style-type: none">• Applied Physics Letters, eISSN 1077-3118• Chaos: An Interdisciplinary Journal of Nonlinear Science, eISSN 1089-7682
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	<ul style="list-style-type: none"> • Journal of Applied Physics, eISSN 1089-7550 • Journal of Chemical Physics, eISSN 1089-7690 • Review of Scientific Instruments, eISSN 1089-7623
Kaunas University of Technology	<ul style="list-style-type: none"> • Journal of Mathematical Physics, eISSN 1089-7658 (starting with 1st January 2021)

- The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *American Institute of Physics* from **1 January 2026 till 31 December 2026** 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
- 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 *American Institute of Physics* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
- The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
- At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.
- The Supplier will endeavor to notify the Manager of Databases as soon as possible by the e-mail indicated in Item 2 herein about any changes in the content of the Licenced Materials of the research database *American Institute of Physics*.

III. Authorised Institutions

- The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *American Institute of Physics* shall be given to the unlimited number of the concurrent Authorised Users via the IP addresses of 3 (three) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE in academic institutions/ registered adult readers in public and other libraries	Address	IP addresses
1.	Kaunas University of Technology	7549	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 193.219.170.80-95 VPN 193.219.171.0- 193.219.171.7 Wi-Fi 158.129.40-47.*
2.	Vilnius University	24327	Universiteto g. 3, LT-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
3.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	158.129.176.1-254 158.129.177.1-254 193.219.94.203 193.219.59.1-30 193.219.49.161-166 193.219.52.1-254 193.219.74.198 193.219.56.128-255 193.219.139.240-255 193.219.49.112-119

13. Any of the IP addresses indicated in Item 12 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 4
to the Contract Documents
THE OFFICIAL SUPPLIER'S
DECLARATION / THE SUPPLIER'S
OATH DECLARATION

AIP Publishing, LLC
(Name of the Supplier)

To the Lithuanian Research Library Consortium

THE SUPPLIER'S OATH DECLARATION

(Please leave the applicable. According to Annex 3 to the Contract Documents, the Official Supplier's Declaration should be presented if the Declaration of Oath is not used in the country. The Official Supplier's Declaration shall be approved by the competent legal or administrative institution, public notary or the competent trade organisation of the member state or the country of the Supplier's origin, or the country of the Supplier's registration. The declaration can be modified according to the grounds for exclusion declared)

6 NOVEMBER 2025

(Date)

Melville, New York, United States of America

(Place)

I, Chief Financial Officer,
(The name, surname and the title of the authorised representative of the Supplier)

hereby confirm that AIP Publishing LLC,
(The Supplier's name)
which is managed (represented) by me (hereinafter – the Supplier):

1. The Supplier or its authorised person, as indicated above, has not been convicted for any of the following criminal deeds:

- 1.1 taking part in the criminal association, its organisation or control over such association;
- 1.2 bribery, influence peddling, graft;
- 1.3 fraud, embezzlement, dissipation of assets, false declaration about the operations of the legal person, using the credit, loan or targeted support not in accordance with its purpose or established procedure, credit fraud, presenting the misleading data about revenues, profit or property, failure to submit a declaration, report or other document, fraudulent management of accounts or misuse, when these criminal deeds infringe the financial interests of the European Union as set forth in Article 1 of the Convention on the Protection of the European Communities Financial Interests;
- 1.4 criminal bankruptcy;
- 1.5 act of terrorism or offence related to the terrorist activity;
- 1.6 legalisation of property acquired by criminal methods;
- 1.7 trafficking in human beings, purchasing or selling a child;
- 1.8 offence committed by the supplier of another country as defined in the legislation of other member states on the implementation of the European Union legislation listed in Paragraph 1, Article 57 of Directive 2014/24/EU.

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

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

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

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

4. The Supplier confirms that it does not have the grounds for exclusion listed below:

4.1. 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.

4.2. 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.

4.3. 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.

4.4. The supplier has withheld information or provided false information during the procurement procedures regarding compliance with the requirements laid down 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.

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.

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.

4.5. 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.

4.6. 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 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.

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.

4.7. 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.

4.8. 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.

4.9. 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.

5. It is known to me that if the Contracting Authority finds out that the submitted data are misleading, the Supplier shall be excluded from the procurement procedure. The Supplier shall be liable for the correctness of the information provided in the declaration in accordance with the procedure established in the legal acts of the Republic of Lithuania, including, but not limited to, the inclusion of the supplier in the list of suppliers who have provided false information.

6. The declaration is submitted because (please tick applicable):

the Supplier is unable to provide documents justifying the absence of grounds for exclusion because documents are not issued in the Member State or country concerned or the documents issued in that country do not cover all the issues raised in Annex 3.

other reasons why the supplier did not provide information confirming the non-conformity of the grounds for exclusion: _____

(please, list the reasons)

DocuSigned by:

(Signature)

11/7/2025

Chief Financial Officer

(Name, surname)

ANNEX 5
to the Contract Documents
THE SUPPLIER'S DECLARATION

AIP Publishing LLC
(Name of the Supplier)

To the Lithuanian Research Library Consortium

THE SUPPLIER'S DECLARATION (sanctions)

6 NOVEMBER 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 Lithuania².

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.

DocuSigned by:


11/7/2025

Chief Financial Officer
(Name, surname, title)

² <https://www.um.lt/sankcijos>