

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on the day of it's signing

BETWEEN: Kanopy, Inc. whose registered office is at One OverDrive Way, Cleveland, OH 44125 USA (the "Publisher").

AND THE LITHUANIAN RESEARCH LIBRARY CONSORTIUM whose registered office is at Saulėtekio Ave 14, LT-10223 Vilnius, Lithuania (the "Licensee").

RECITALS

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

AND WHEREAS the Publisher has submitted the Tender and the Licensee has made the decision of the contract award on this Tender during the public procurement procedure for the services of subscription to the online research database KANOPY;

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

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

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

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

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

Material. For the avoidance of doubt, use by the Authorised Institutions or the Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

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

"Fee" means the Fee set out in Clause 7.1. The Fee shall be in line with the Tender for the Services of Subscription to the Online Research Database KANOPY (Schedule 1).

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

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

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

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

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

"Schedule 1" means the Tender for the Services of Subscription to the Online Research Database database KANOPY, submitted on 10.09.2025.

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

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

2. LICENCE GRANT

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

3. PERMITTED USES

3.1 Throughout the term of this Licence Agreement, the Licensee and the Authorised Institutions may for the Educational Purposes only:

3.1.1 make such local temporary copies of all or part of the Licensed Material as are necessary to ensure the efficient use of the Licensed Material, provided that such use is subject to all terms and conditions of this Licence;

3.1.2 provide the Authorised Users with integrated access including the talent associated with the video, video title and the keyword index to the Licensed Materials and all other similar material licensed from other publishers;

3.1.3 allow the Authorised Users to:

3.1.3.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.1.3.2 electronically save parts of the Licensed Material;

3.1.3.3 print out single copies of parts of the Licensed Material;

3.1.3.4 incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to the Authorised Users;

3.1.3.5 to incorporate parts of the Licensed Material in printed or electronic form in assignments, portfolios, theses and in dissertations, including reproductions of the dissertation (the “Academic Works”), including reproductions of the Academic Works for personal use and library deposit. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner;

3.1.3.6 supply to an Authorised User of a non-commercial library located in the same country as the Licensee (whether by post, fax or secure electronic transmission, provided that the electronic file is deleted immediately after printing and the receiving library is made aware of this by the Authorised User) a single paper copy of an electronic original of an individual document;

3.1.3.7 provide single printed or electronic copies of single articles at the request of individual Authorised Users;

3.1.3.8 display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training the Authorised Users;

3.1.3.9 as it pertains only to those videos within the Licensed Materials that Publisher explicitly identifies on the Kanopy platform as Titles that have Public Performance Rights associated with them, publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, workshop or other such similar activity;

3.1.3.10 make such copies of any network training material as may be required for the purpose of using the Licensed Material in accordance with this Agreement.

3.1.4 For the avoidance of doubt, none of the activities described in this Clause 3 will be permitted if the activity involves Institution or its Authorized Users bypassing or circumnavigating the digital security present on Publisher’s platform.

4. RESTRICTIONS

4.1 Save as provided herein, the Licensee, Authorised Institutions and the Authorised Users

throughout the period of validity of the Licence Agreement and after expiry of the Licence Agreement may not:

4.1.1 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;

4.1.2 remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear.

4.1.3 alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is permitted;

4.1.4 display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by the Secure Network;

4.1.5 make printed or electronic copies of multiple extracts of the Licensed Material for any purpose, beyond those authorised by this Licence;

4.1.6 systematically distribute the whole or any part of the Licensed Material to anyone other than the Authorised Users;

4.1.7 bypass or otherwise circumnavigate the security measures employed in association with Publisher's online platform.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

5.1.1 provide access and allow the use of the Licensed Material in accordance with the provisions as laid down in this Licence Agreement;

5.1.2 make the Licensed Material available to the Authorised Institutions either from the Publisher's server or the server of a third party in the format and time schedule specified in Schedule 1;

5.1.3 provide customer support services to the Authorised Institutions and their Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material;

5.1.4 provide electronic product documentation free of charge. The Publisher shall allow the copies of all documentation to be made and distributed to the Authorised Institutions provided that it is either duplicated in full, or a proper ownership acknowledgement is included;

5.1.5 make available to the Licensee a Customer dashboard that will provide usage statistics on a 24/7 basis.

6. RESPONSIBILITIES OF THE LICENSEE

6.1 The Licensee agrees to:

6.1.1 use all reasonable efforts to ensure that the Authorised Institutions are made aware of the terms of this Licence Agreement;

6.1.2 use all reasonable efforts to ensure that the Authorised Institutions and the Authorised Users comply with the terms of this Licence Agreement. After becoming aware of any unauthorised use or other breach, the Licensee shall immediately notify the Publisher and take all reasonable steps to ensure that such activity ceases and to prevent its recurrence;

6.1.3 provide or shall cause the Authorised Institutions to provide the Publisher with the lists of the valid IP addresses and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time;

6.1.4 cause for the Authorised Institutions to undertake to the Publisher that the Authorised Institution's computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence Agreement, the Authorised Institutions will continue to make best efforts to bar non-permitted access and to convey the appropriate use information to its Authorised Users.

7. FEE

7.1 The Licensee shall pay the Publisher the Fee of 18.250,00 EUR, VAT inclusive, for access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Licence Agreement. This amount includes all costs and all taxes, as well as the VAT which is equal 0 EUR. The VAT rate is 0 %.

7.2 The Licensee shall pay the Fee within 60 days from the date of the invoice issued by the Publisher to the Licensee. The Publisher will invoice the Licensee for the maximum amount and for the period indicated below:

7.2.1. **Installment 1** – from 21 February 2026 till 20 February 2027 – 9,000 EUR (VAT inclusive);

7.2.2. **Installment 2** – from 21 February 2027 till 20 February 2028– 9,250 EUR (VAT inclusive).

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

Lithuanian Research Library Consortium
Saulėtekio Ave 14,
LT-10223 Vilnius,
Lithuania.

7.4 The Publisher shall issue only an electronic invoice to the Licensee. The Publisher may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoices, which are not compatible with the European standard on electronic invoicing should be issued via SABIS informational system (<https://sabis.nbfc.lt/>) if functionality for foreign suppliers to issue invoices in English will be available. Licensee 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 Licensee and the Publisher using SABIS.

7.5 If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the Licensee has notified the Publisher about the lost access), the Publisher shall pay the Licensee a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Publisher. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the Licensee or any Authorised Institution or Authorised User.

7.6 A member of the Licensee's consortium may opt out of this Agreement during the Term. Notice of such a decision must be made prior to the beginning of the next subscription Term and will be effective at the commencement of the next calendar year. In the event a member of the Licensee's consortium opts out of this Agreement, such consortium member's Fee will be deducted from the invoice for the year in which such opting out is to be effective. Should the only Authorized Institution withdraw from the Agreement before the end of the Term, the Agreement shall automatically terminate once the Licensee notifies the Supplier as specified in this clause. The termination will take effect at the start of the next subscription term to which the withdrawal applies.

7.7. No later than by 10 December 2025 the Supplier shall issue to the LMBA the first invoice in the amount indicated in Item 3, Annex 1 (THE TENDER) as payable for the year 2026. If the Supplier fails to issue the invoice to LMBA at a fixed date, it shall be considered that the Supplier has refused to provide the service and therefore he shall lose his right to receive the payment and the Agreement shall be considered as terminated. In such case the Supplier shall lose his right to the reimbursement of any losses.

The Supplier 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 the Supplier has refused to provide the service for that particular year and the Agreement shall be terminated. In such case the Supplier shall lose his right to the reimbursement of any losses.

7.8. If, during the performance of the Licence Agreement, the legal acts regulating the payment of VAT change in a way that directly affects the Fee, the Fee including VAT shall be recalculated according to the law without changing the Fee excluding VAT. The recalculated Fee shall be formalised by an amendment and applied from the date the new VAT rate enters into force and must be applicable. 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 shall be terminated, with a pro rata refund provided for the unused portion of the subscription period.

8. TERM AND TERMINATION

8.1 The term of this Licence Agreement will commence on the day of signing the Licence Agreement and will remain in full force and effect till 20 February 2028 unless terminated earlier as provided for in this Clauses 7.7 and 8.

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

8.3 Upon termination of this Licence Agreement by the Publisher due to a material or persistent breach by the Licensee, the Publisher shall cease to authorise all on-line access to the Licensed Materials by the Authorised Institutions and the Authorised Users. All rights under this Licence Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continues in force after such termination.

8.4 Upon termination of this Licence Agreement by the Licensee due to a material or persistent breach by the Publisher, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.

8.5 The Licensee may terminate this Licence Agreement:

8.5.1 in the case of loss of funding or merger or closure of any Authorised Institution by serving a written notice to the other party. The termination will become effective thirty days after the receipt of the written notice unless later term has been specified in the notice. In this case, the Licensee shall pay only for the access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Licence Agreement. For the avoidance of doubt, and notwithstanding the foregoing, the Parties agree that nothing in this Clause 8.5.1 shall be interpreted to create an obligation for Publisher to pay a refund of any kind to Licensee or an Authorized Institution;

8.5.2 if the License was awarded to the Publisher in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union);

8.5.3 if the License Agreement has been subject to a substantial modification as prescribed in clause 15.1.1 and 15.1.2 of the License Agreement.

8.5.4 if the Publisher should have been excluded during the procurement procedure.

8.5.5 If the Publisher does not submit an invoice according to clause 7.7

8.5.6 if the international sanctions are applied to the Publisher 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.)

8.6 Upon termination of this Licence Agreement according to clause 8.5.2, 8.5.3, 8.5.4, 8.5.5, or 8.5.6, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

10.1 The Publisher warrants to the Licensee that it is entitled to grant the licence under this Licence Agreement and that the use of the Licensed Material as contemplated in this Licence Agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Licensee and the Authorised Institutions shall have no liability and the Publisher shall indemnify, defend and hold the Licensee and the Authorised Institutions harmless against any and all direct damages, liabilities, claims, causes of action, attorneys' fees and costs incurred by the Licensee or the Authorised Institutions in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Licensee's and the Authorised Institution's use of the Licensed Material, provided that: (1) the use of the Licensed Material has been in full compliance with the terms and conditions of this Licence Agreement; (2) the Licensee and the Authorised Institution(s) provide the Publisher with a prompt notice of any such claim or threat of claim; (3) the Licensee and the Authorised Institutions co-operate fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

10.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of the parts of the Licensed Material and to make changes in any software used to make the Licensed Material available. The Publisher shall notify the Licensee of any change in the Licensed Material. The changes should not be substantial.

10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Authorised Institutions or Authorised Users as a result of their reliance on the Licensed Material.

10.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

10.5 The Licensee agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence Agreement.

10.6 Nothing in this Licence Agreement shall make the Licensee liable for breach of the terms of this Licence Agreement by any Authorised Institution or Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

11. FORCE MAJEURE

11.1 Either party's failure to perform any term or condition of this Licence Agreement as the result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Licence Agreement.

11.2 If either party to this Licence Agreement is prevented from or delayed in performing any of its obligations under this Licence Agreement by Force Majeure and if such party gives a written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. ASSIGNMENT

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

13. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

13.3 Any person to whom a reference is made under Clause 13.2 shall act as an expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

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

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

14. NOTICES

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

if to the Licensee:

Head of Administration,

E-mail: lmba@lmba.lt

Phone: +370 5 274 4901

Lithuanian Research Library Consortium

Saulėtekio Ave. 14

LT-10223 Vilnius, Lithuania

if to the Publisher:

, Account Manager

E-Mail: @overdrive.com ; CC: accounts@kanopy.com

Phone: +1 216-573-6886

Fax: +1 216-573-6889

One OverDrive Way

Cleveland, OH 44125, USA

14.2 During the validity period of the Licence Agreement, a contact person on the issues of the

15.7 This Licence Agreement and its Schedule are made in two copies all of them having equal legal force and effect, one copy for each party.

15.8 The Publisher shall undertake to the Licensee to inform the latter about changes in the sub-suppliers names, contact information and their representatives throughout the entire period of performing the Licence Agreement as well as about new sub-suppliers whom he intends to invoke at a later date. If the requirements on the absence of the grounds for eliminating the Supplier or the Suppliers' qualification requirements were applied to the sub-supplier, together with the information about new sub-suppliers the documents confirming the absence of the grounds for eliminating the sub-supplier shall be submitted.

15.9 In case of contradiction between the Agreement and Schedule, Schedule 1 (The Tender for the Services of Subscription to the Online Research Database KANOPY) shall prevail.

15.10 The Publisher shall ensure proper compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The Publisher shall use, store or otherwise process any personal information which relates to and/or identifies the Licensee and/or the Authorised Users (including, but not limited to, names and addresses) only to the extent reasonably necessary for the Publisher, its partners, successors (including the purchaser of the whole or part of its business), associates, sub-contractors or other third parties to make available and/or to provide the Licensed Materials to the Licensee and/or to the Authorised Users and only for the time of the provision of services.

15.11 Licensee will publish the Publisher's tender, the concluded Agreement and modifications to it, except for the information that the Publisher indicated in the tender as confidential and personal information, in the Central Public Procurement Information System (CVP IS) <https://cvpp.eviesiejipirkimai.lt/>.

PUBLISHER

Kanopy, Inc.
One OverDrive Way
Cleveland, OH 44125, USA

Signed by: _____
(signature)
General Manager
11/24/2025

LICENSEE

Lithuanian Research Library Consortium
Saulėtekio ave. 14,
LT-10223 Vilnius, Lithuania
tel. +370 663 58545
lmba@lmba.lt

Signed by: _____
(signature)
President

(Schedule 1)

Tender For Services of Subscription to the Online Research Database KANOPY

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
KANOPY**

10/9/25

(Date)

One OverDrive Way, Cleveland, OH 44125 USA

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	Kanopy, Inc.
The name, surname and position of the person responsible for the availability of the access	Account Manager
Phone	+441130208152242
E-mail	@overdrive.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:

Year 2026

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>Kanopy</i> for the Authorised Users of the LMBA Authorised Institutions from 21 February 2026 till 20 February 2027 :		
	Lithuanian Music and Theatre Academy (FTE 1052)	4,000	4,000
	Vilnius Academy of Arts (FTE 1734)	5,000	5,000
	TOTAL for 2026:	9,000	9,000

Year 2027

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ²
1	The services of subscription to the		

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.

² 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.

	online research database <i>Kanopy</i> for the Authorised Users of the LMBA Authorised Institutions from 21 February 2027 till 20 February 2028:		
	Lithuanian Music and Theatre Academy	4,000	4,000
	Vilnius Academy of Arts	5,250	5,250
	TOTAL for 2027:	9,250	9,250
	TOTAL for 2026-2027:	18,250	18,250

Total price of the Tender, VAT inclusive – 18,250 EUR.

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

The VAT rate is 0 %.

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

3.1. Instalment 1 – from **21 February 2026 till 20 February 2027** – 9,000 EUR (VAT inclusive)

3.2. Instalment 2 – from **21 February 2027 till 20 February 2028**– 9,250. EUR (VAT inclusive).

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

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

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

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	3
2.	Annex 3	1

8. To perform the Agreement, we intend to invoke the following sub-suppliers (N/A) _____ for this part of the Licence Agreement

(N/A) _____
(name and address)

For the avoidance of doubt, Kanopy does not intend to invoke any sub-suppliers for any portion of the License Agreement.

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof
	N/A

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

General Manager

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

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE DATABASE
*KANOPY***

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 database *Kanopy* for the Authorised Users of the LMBA Authorised Institution 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 av. 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 LMBA Authorised Institution shall have:
 - access to the digital video content: no less than 21 000 titles encompassing various genres, such as: feature films, documentaries, educational videos, independent films, classic cinema, international films, including associated audio, graphics, text, images and other data and content;
 - possibility to curate the content available to the Authorised Users of the LMBA Authorised Institution via Smart PDA program. Institution will be able to work with a Content Workflow Analyst (CWA) to design a customized collection and maintain budget control. Titles and suppliers will be categorized into three statuses — active PDA (titles discoverable to the Authorised Users), mediation (titles discoverable to the Authorised Users, but require submitting a purchase request form), or exclusion (not discoverable titles) — with flexibility to move between categories, making the program adaptable to changing needs throughout the subscription period;
 - streaming service accessible via all web browsers (including Chrome, Firefox, Edge, Safari, etc.);

- possibility to use Kanopy application on supported mobile devices (available for iOS 12.0+, Android 7.1+, FireOS 6+), Smart TVs and media players (Android TV and Google TV with Android 7.1+, Apple TV with tvOS 12.0+, Fire TV with FireOS 6+, Roku with RokuOS 12.5+, Samsung TV, etc.);
 - video content available for immediate streaming in HD quality (where available).
 - unlimited simultaneous streaming per title;
 - possibility of public screenings of the titles having public performance rights (PPR) on the campus of the LMBA Authorised Institution;
 - possibility to upload Institution Content to the Service for hosting and streaming by Kanopy;
 - subtitles, closed captions, audio descriptions (where available), live transcripts and other accessibility tools to support diverse users;
 - content compatible with Learning Management Systems (including Moodle).
 - administrative dashboard to provide 24/7 access to comprehensive analytics, reports, and other tools to measure engagement and success. The LMBA Authorised Institution will have access to detailed reports on usage, including total streaming hours, visits, most-watched titles, popular subjects and genres.
 - possibility to download MARC records of the titles for the discovery services of the LMBA Authorised Institution.
 - possibility to use the Citation Tool for citation styles, such as APA, MLA, Chicago, Harvard, etc.
 - tools for creating custom playlists and clips.
5. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online database *Kanopy* from 21 February 2026 till 20 February 2028 (with possibility to opt-out in case of no funding for 2027 and/or 2028) 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 0.01 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. The Supplier's aggregate liability of any kind arising out of or related to this item 5 will not exceed 2 x the total amount actually paid or payable by LMBA under the Licence Agreement.
 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 database *Kanopy* 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 Institution and Manager of Databases usage statistics on at least a quarterly basis.

III. Authorised Institutions

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online database *Kanopy* shall be given to the unlimited number of the concurrent Authorised Users via the IP addresses of 2 (two) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Lithuanian Music and Theatre Academy	1042	Tilto g. 16/6, LT-01101 Vilnius, Lithuania	193.219.48.128-192 193.219.139.213 81.7.95.155
2.	Vilnius Academy of Arts	1800	Maironio g. 6, LT-01124 Vilnius, Lithuania	193.219.90.17 193.219.90.21 193.219.90.12 193.219.90.29 193.219.90.59 193.219.90.39 88.119.150.128 81.7.89.26 193.219.191.28/30 88.119.186.177 88.119.138.214 195.14.180.130 82.135.197.42 193.219.187.161-190 82.135.199.239

9. Any of the IP addresses indicated in Item 8 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.

ANNEX 3
to the Contract Documents
THE SUPPLIER'S DECLARATION

Kanopy, Inc.
(Name of the Supplier)

To the Lithuanian Research Library Consortium

THE SUPPLIER'S DECLARATION (sanctions)

10/9/25
(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 Lithuania³.

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)

General Manager
(Name, surname, title)

³ <https://www.um.lt/sankcijos>