

CONSORTIUM SUBSCRIPTION AGREEMENT

Explanatory note for Consortium

(This note does not form part of the legally binding agreement)

The following is a single framework agreement to cover purchase models for access to the OUP online product, that are offered under this agreement.

With the benefit of this framework agreement, you may efficiently make further purchases of our online products which purchases will automatically be governed by the terms of this agreement, without having to renew the agreement annually and without the need to maintain in a Schedule to the agreement a regularly updated list of publications with their start and end dates (although we can do this if it is important to you).

To enable this flexibility, the agreement contains terms that address the various available purchase models (i.e. online product subscriptions publications). Certain clauses may not be relevant to the particular purchases you make under this agreement. The applicability of such clauses will be noted in the clause itself, and Clause 1.5 of the Customer Terms and Conditions also makes clear that the terms in each Annex (which, respectively, deal with particular purchase models) apply only in relation to the relevant purchase model if it is being purchased.

If you have any queries about the scope of the agreement, please contact salesagreements@oup.com.

COMMERCIAL TERMS

1. **EFFECTIVE DATE:** 01 January 2026
2. **PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom
3. **CONSORTIUM:** THE LITHUANIAN RESEARCH LIBRARY CONSORTIUM of Saulėtekio Ave 14, LT-10223 Vilnius, Lithuania
4. **CUSTOMER:** Each institution named in Schedule C, as amended from time to time in accordance with the terms of this Agreement (collectively, “Customers”).
5. **PUBLICATION(S):** The Online Products published online by the Publisher that are (i) listed in Schedule D; and/or (ii) listed in an invoice relating to this Agreement; and/or (iii) as otherwise agreed in writing by the Publisher and the Consortium.
6. **CHARGES:** The prices set out in (a) Schedule B and Schedule E; and/or (b) the Publisher’s invoices; and/or (c) as otherwise notified to the Consortium in writing, concerning, in each of the foregoing cases, (i) access to the Publications, (ii) Update Fees, if relevant.
7. **SUBSCRIPTION AGENT:** N/A
8. **PAYING PARTY:** Consortium
9. **TERM:** The term of this Agreement, being a period commencing on the Effective Date and expiring 3 years thereafter.

10. Unless otherwise agreed between the parties, no later than by 10 December 2025 the Publisher shall issue to the Consortium the first invoice in the amount indicated in Clause 3.1 of Annex 1 of Schedule E as payable for the year 2026. If the Publisher fails to issue the invoice to Consortium at a fixed date, it shall be considered that the Publisher has refused to provide the service and therefore the Publisher shall lose his right to receive the payment and the Agreement shall be considered as automatically terminated. In such case the Publisher shall lose his right to the reimbursement of any losses. The Publisher 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 Publisher has refused to provide the service for that particular year and the Agreement shall be automatically terminated from the beginning of next year. In such case the Publisher shall lose his right to the reimbursement of any losses.
11. Consortium will publish the Publisher's tender, the concluded Agreement and changes 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/>

THE CONSORTIUM REPRESENTS AND WARRANTS THAT IT IS AUTHORISED TO ACT AS AGENT FOR EACH AND EVERY CUSTOMER.

THE PUBLISHER, THE CONSORTIUM AND EACH CUSTOMER (THROUGH THE AGENCY OF THE CONSORTIUM) EACH ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCORPORATES THE FOLLOWING ATTACHED SCHEDULES:

- CONSORTIUM TERMS AND CONDITIONS
- SCHEDULE A: CUSTOMER TERMS AND CONDITIONS
- SCHEDULE B: CHARGES
- SCHEDULE C: CUSTOMERS
- SCHEDULE D: PUBLICATIONS
- SCHEDULE E: TENDER DOCUMENTS

REFERENCES TO "CUSTOMER" SHALL BE CONSTRUED AS A REFERENCE TO EACH AND EVERY CUSTOMER INDIVIDUALLY.

Signed by

1, 2025 15:18:04 GMT)

For and on behalf of the **Publisher**

Name:

Position: Director Institutional Sakes ENEA APAC

Date: 01/12/2025

Signed by

(Dec 1, 2025 20:36:33 GMT+2)

For and on behalf of the **Consortium**

Name:

Position: President

Date: 01/12/2025

CONSORTIUM TERMS AND CONDITIONS

1. COMMENCEMENT AND TERM

- 1.1. This Agreement will commence upon its execution by both parties and will continue thereafter for the Term, unless sooner terminated in accordance with the terms and conditions hereunder; provided that, with respect to any Customers' purchases of Publications, the term of each such Customer's access to the relevant Publications will continue for the relevant Publication Term and, insofar as any such Publication Term may be after the end of the Term, the Consortium's obligations hereunder will continue with respect to each such Customer until each Customer's Publication Term has expired. For purposes of clarity, this Agreement will apply to all orders for Publications placed by the Customer that are accepted by the Publisher during the Term.
- 1.2. Regardless of when this Agreement commences or terminates, the Customer and Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which in any case will be subject to the posted privacy policy and terms of the relevant Publication(s) and, where relevant, the AI Terms of Use.
- 1.3. An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email). **For avoidance of doubt, Schedule E of this Agreement is understood as the Publisher's acceptance of the order.**

2. DEFINITIONS

- 2.1. In this Agreement, the following defined terms will have the following meanings:

"AI Terms of Use"	the specific terms of use for AI products including but not limited to the Oxford Law Pro AI Research Assistant, Oxford Law Trove AI Assistant, Oxford Academic Discovery Assistant and Oxford English Dictionary AI Search Assistant.
"Authorised User"	an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network, and who is either (i) a current student, faculty member, library patron, employee or contractor of the Customer; or (ii) an individual physically present on the Customer's premises
"Charges"	As defined at Charges in the Commercial Terms above and if in relation to the Customer Terms and Conditions, then they have the following definition: the price payable by the Paying Party for access by the Customer and its Authorised Users to the Publications
"Commercial Use"	use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
"Concurrency Restriction"	for each Publication, respectively, the maximum number of permitted concurrent Authorised Users for that Publication, if applicable, as specified in Schedule D and/or in the relevant invoice and/or as otherwise agreed in writing
"Consortium"	as defined at Consortium in the Commercial Terms above
"Content-Specific Terms"	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is

	published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication
"Customer"	as defined at Customer in the Commercial Terms above
"Customer Terms and Conditions"	the terms and conditions attached to this Agreement as Schedule A, which govern the access and use of the Publications by each Customer and its Authorised Users.
"Legal Notice"	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication's homepage
"Material"	any abstract, article, index, advertising, or other material contained in the Publications and accessed online
"Non-Commercial Text And Data Mining"	Text And Data Mining for the sole purpose of research for a non-commercial purpose
"Online Products"	the online version of Publisher's publications listed in (i) Schedule D; and/or (ii) an invoice relating to the Customer Terms and Conditions and/or (iii) otherwise agreed in writing by both parties to be added to the Customer Terms and Conditions
"Paying Party"	as defined at Paying Party in the Commercial Terms above
"Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of the Customer Terms and Conditions and in the Legal Notice for that Publication
"Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Customer's order for such Publications is received by the Publisher
"Publication Term"	as defined in Clause 2.1 of the Customer Terms and Conditions
"Publications"	as defined at Publications in the Commercial Terms above
"Publisher"	as defined at Publisher in the Commercial Terms above
"Secure Network"	a network (whether a stand-alone network or a virtual network within the Internet, accessible offsite) which is accessible only to Authorised Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorised Users is not a Secure Network
"Server"	either the Publisher's server or a third party server designated by the Publisher on which the Publications are mounted and through which the Customer and its Authorised Users may gain access to the Publications by means of the World Wide Web
"Subscription Agent"	if/as specified at Subscription Agent in the Commercial Terms above
"Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as specified in Schedule D and/or in the relevant invoice and/or as otherwise agreed in

writing) or any subsequent date agreed in writing by the parties under the renewal process in the Customer Terms and Conditions

"Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that Publication and expiring on the Subscription End Date for that Publication as specified in Schedule D and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with the Customer Terms and Conditions
"Subscription Publication"	a Publication which is purchased on a subscription basis
"Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule D and/or in the relevant invoice, or as otherwise agreed in writing
"Term"	as defined at Term in the Commercial Terms above
"Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion
"Update Fees"	the fees payable for access to Updates as further described in Annex 3 to the Customer Terms and Conditions

3. RESPONSIBILITIES OF THE PUBLISHER

- 3.1. In consideration of the payment by the Paying Party of the relevant Charges due with respect to a given Customer, the Publisher agrees to provide that Customer and its Authorised Users with access to the Publications for the relevant Publication Term(s) in accordance with the Customer Terms and Conditions.
- 3.2. The Publisher may at any time withdraw access to any Customer that is in breach of the Customer Terms and Conditions or whose Charges have not been paid as due. For the avoidance of doubt any such withdrawal of access will not entitle the Consortium or Customer to any rebate of Charges.
- 3.3. The Publisher agrees to make available to the Consortium the monthly usage statistics that are made available to all Customers pursuant to Clause 4.2 of the Customer Terms and Conditions.

4. RESPONSIBILITIES OF THE CONSORTIUM

- 4.1. The Consortium agrees and undertakes to procure that each of the Customers shall agree to the Customer Terms and Conditions (whether directly or through the agency of the Consortium, as applicable) and where the Paying Party is the Customer, the Consortium further agrees and undertakes to use its best efforts to ensure that each of the Customers pays its Charges to the Publisher.
- 4.2. The Consortium and/or Customer shall, prior to the Publication Term, provide the relevant access control details (and any updates) relating to each Customer.
- 4.3. The Consortium agrees to promote and publicise the availability of the Publications to all its member institutions throughout the Term.
- 4.4. If any Customer wishes to terminate its agreement to the Customer Terms and Conditions with respect to one or more Publications, the Consortium shall notify the Publisher thereof such as soon as reasonably possible, but in any case no less than 90 days prior to the end of each year of the Term. Following acceptance of such notice by the Publisher, at the end of such year, the IP range of such

Customer will be excluded and such Customer will lose access, and the Agreement for such Customer will terminate. Such Customer's portion of the Charges will be deducted from the total Charges due under this Agreement effective as of beginning of the following year of the Term (if any). For the avoidance of doubt, any such opt-out shall not affect any rights and obligations of the other Customers.

5. PAYMENT OF THE CHARGES

- 5.1. In consideration of the Publisher granting access to and permitting use of the Publications by Customers and their Authorised Users as provided in this Agreement, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of each appropriate invoice.
- 5.2. *If the Consortium is purchasing Publications through a Subscription Agent*, the Paying Party will pay the Charges for those Publications to the Subscription Agent. If the Subscription Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Consortium, and the Consortium further agrees that its sole remedy in such circumstances would be against the Subscription Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.3. *Where the Paying Party is the Consortium*: the Consortium agrees to pay the Publisher the Charges irrespective of whether the Consortium collects any payment from any/all of the Customers. If the Consortium fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Consortium or to any Customer, and the Consortium and Customers, respectively, agree that the sole remedy in such circumstances would be the Customers' remedies against the Consortium and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.4. Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges for the relevant Subscription Period have been received by the Publisher.
- 5.5. Unless expressly stated to the contrary in this Agreement, **the higher amount(s)** referred to in this Agreement will be interpreted as being amounts **inclusive** of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax").
- 5.6. The Paying Party shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Paying Party is required to make such deduction and/or withholding, the Paying Party shall formally notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Paying Party may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Consortium acknowledges that, as between the Publisher and the Consortium, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Consortium further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.

- 6.2. The Consortium acknowledges that neither the Customer nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

7. ETHICAL CONDUCT

- 7.1. The Consortium represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to fraud, bribery, corruption or any related matter.

- 7.2. The Consortium represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of the Publisher:

7.2.1. to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or

7.2.2. to any Official to influence that Official in connection with obtaining business or a business advantage for them or for any of the Publisher or its Affiliates.

- 7.3. The Consortium shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in Clause 7.2 above to obtain or retain business or a business advantage for them or for any of the Publisher or its Affiliates.

- 7.4. The Consortium shall promptly report any apparent breach of Clauses 7.1 or 7.2 to the Publisher.

- 7.5. The Consortium shall comply with the OUP Partner Code of Conduct, as provided to the Consortium and as updated by the Publisher from time to time, in the execution of any services for or on behalf of the Publisher.

- 7.6. The Publisher shall have the right to terminate this Agreement immediately on written notice, without liability, for breach of Clauses 7.1 or 7.2.

- 7.7. In this Clause 7:

7.7.1. "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank;

7.7.2. "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent; and

7.7.3. the record keeping, audit and other related provisions set out in Clause 7.8 shall continue for six years after termination of this Agreement.

- 7.8. The Consortium shall:

7.8.1. maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Consortium to take adequate procedures pursuant to Clause 7.3 and make such records available to the Publisher, its advisors and auditors on reasonable notice;

7.8.2. co-operate with the Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this Clause 7; and

7.8.3. answer, in reasonable detail, any written or oral inquiry from the Publisher related to the Consortium's compliance with this Clause 7.

8. TERMINATION

- 8.1. If a party commits a material breach of this Agreement (and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written formal request from the other party to do so), then the other party may terminate this Agreement with immediate effect by giving the breaching party formal written notice of termination. Termination of this Agreement by the Publisher due to a breach by the Paying Party of Clause 5.1 above, or the Customer of Clauses 2.3 and 3.3 of the Customer Terms and Conditions will also entitle the Publisher to terminate each Customer's access pursuant to this Agreement, irrespective of whether the Paying Party has made any payment to the Publisher in respect thereof. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 8.2. The Publisher reserves the right to withdraw from the Publications and/or cease providing hosting services for content that it no longer retains the right to provide or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable without incurring any liability to the Consortium or the Customer.
- 8.3. Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the parties accruing up to the date of termination.
- 8.4. **The Consortium may terminate this Agreement: if the Agreement 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 Agreement has been subject to a Substantial Modification (in accordance with Article 89 of the Law on Public Procurement of the Republic of Lithuania) as prescribed in the Agreement; or if the Publisher should have been excluded during the procurement procedure; or if the Publisher does not submit an invoice according to the Agreement; 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 Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.**
- 8.5. For the purposes of this Clause 8.4 above, "Substantial Modification" shall mean the following:
- (a) Publisher increases the Charges as set out in Schedule B during the Term; and/or
 - (b) Publisher extends the Term; and/or
 - (c) Publisher materially changes the way the Publications are displayed and/or accessed.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Customers and their respective Authorised Users, and that access to and use of the Publications pursuant to the terms of this Agreement and the Customer Terms and Conditions does not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party.
- 9.2. The Consortium, on behalf of itself and each of the Customers, represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Consortium has the full power and authority to sign this Agreement on behalf of the Consortium and the Customers and to bind the Consortium and the Customers to their respective obligations under this Agreement.

- 9.3. THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 9.4. IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM OR ANY CUSTOMER, AUTHORISED USER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH 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; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 9.5. THE CONSORTIUM AGREES ON ITS OWN BEHALF AND ON BEHALF OF THE CUSTOMERS THAT THE ENTIRE LIABILITY OF THE PUBLISHER TO THE CONSORTIUM, CUSTOMERS AND/OR THE RESPECTIVE CUSTOMERS' AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS WILL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE PUBLISHER UNDER THIS AGREEMENT FOR ACCESS TO THE RELEVANT PUBLICATIONS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
- 9.6. THE CONSORTIUM WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH OF THE CUSTOMERS THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE terms OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CUSTOMER TERMS AND CONDITIONS, AND THAT EACH OF THE CUSTOMERS WILL BE PROVIDED WITH A COPY OF THE CUSTOMER TERMS AND CONDITIONS PRIOR TO THE START OF THE RELEVANT PUBLICATION TERM.
- 9.7. THE CONSORTIUM SHALL DEFEND, INDEMNIFY, AND HOLD PUBLISHER HARMLESS AGAINST ALL CLAIMS, SUITS, PROCEEDINGS, LOSSES, LIABILITIES, AND DAMAGES (INCLUDING COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES) ARISING FROM (I) ANY UNAUTHORISED USE OR DISSEMINATION OF THE PUBLICATION(S) BY THE CONSORTIUM OR CUSTOMER OR AUTHORISED USERS AND (II) ANY VIOLATION OF THIS AGREEMENT OR OF ANY THIRD-PARTY'S RIGHTS BY THE CUSTOMER OR AUTHORISED USERS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT, VIOLATION OF ANY PROPRIETARY RIGHT AND INVASION OF ANY PRIVACY RIGHTS.

10. TAX COMPLIANCE

- 10.1. Neither party shall engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

11. GENERAL

- 11.1. This Agreement is personal to the Consortium and the respective Customers (through the agency of the Consortium) and neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or sublicensed by the Consortium or by any Customer without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 11.2. Where expressly stated, formal notices (including but not limited to legal documents) required to be given under this Agreement will be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned may from time to time designate by notice pursuant to this Clause. Such notices will be deemed to be delivered (i) when left at the addressee's address; or (ii) 10 (ten) days after posting. **Formal notices may also be delivered by email to the Publisher at salesagreements@oup.com.** All formal notices to Publisher shall be marked for the attention of the Group Legal Director.
- 11.3. Subject to Clause **Error! Reference source not found.**, this Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter. The terms and conditions of this Agreement may only be varied **in writing with mutual agreement of** an authorised official **from both the Publisher and the Consortium**. Except as provided above, the terms and conditions of this Agreement override all conditions provided by the Consortium or any Customer.
- 11.4. Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 11.5. This Agreement may be amended:
- 11.5.1. by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Consortium will have thirty (30) days' prior written notice of any such proposed amendment and the Consortium will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Consortium's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 11.5.2. by agreement in writing executed by all parties.

Notice of any proposed amendments to this Agreement may be delivered to the Consortium by the Publisher electronically through the Publisher's online customer support account management system **and via email. The parties acknowledge that any amendments to this Agreement shall be subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.**

- 11.6. Notwithstanding anything to the contrary herein, neither the Consortium nor the Publisher will be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 11.7. No provision in this Agreement is intended to be enforceable by any third party.

- 11.8. The rights of the parties arising under this Agreement will not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party will not be construed as a waiver of any other rights or of any other further breach.
- 11.9. Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
- 11.10. The Publisher shall issue only an electronic invoice to the Licensee. The Consortium 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.it/>) if functionality for foreign suppliers to issue invoices in English will be available. Consortium accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between the Consortium and the Publisher using SABIS.**

12. DATA PROTECTION

- 12.1. The parties agree to comply with the General Data Protection Regulation 2016/679, and any other relevant data privacy laws or regulations, in the course of carrying out their respective obligations under this Agreement.”**

SCHEDULE A – CUSTOMER TERMS AND CONDITIONS

1. COMMENCEMENT AND ANNEXES

- 1.1. All defined terms can be found in the Consortium Terms and Conditions at Clause 2.
- 1.2. The Customer and its Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s).
- 1.3. Any order placed by the Customer for access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a subscription basis subject to the terms of these Customer Terms and Conditions. The Customer is responsible for ensuring that the terms of its order(s) are complete and accurate.
- 1.4. An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).
- 1.5. The terms in Annexes 1, 2, and 3 will apply only in the following circumstances:
 - 1.5.1. For any Subscription Publication: Annex 1 to these Customer Terms and Conditions applies to each such Publication.

2. GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE

- 2.1. In these Customer Terms and Conditions, "Publication Term" will mean:
 - 2.1.1. for each Subscription Publication, the Subscription Period for that Publication; and
- 2.2. For each Publication, respectively, during the relevant Publication's Publication Term, the Customer may allow its Authorised Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of these Customer Terms and Conditions, including the restrictions listed in Clause 2.3 below) to:
 - 2.2.1. access the Server by means of a Secure Network to search the Publication and to view, retrieve, and display portions thereof;
 - 2.2.2. save and print out single copies of portions of the Publication for personal use;
 - 2.2.3. *if the Customer is an academic institution*, incorporate links to the Publication in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit (provided that no person other than an Authorised User may use such links);
 - 2.2.4. *If the Customer is an academic library or library which is part of a non-commercial organisation*, the Customer may supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from a Publication for that patron's research or private study (and not for Commercial Use), provided that:
 - 2.2.4.1. such copy is provided in response to the recipient library's request therefor;
 - 2.2.4.2. if the Customer charges the recipient library for such copy, then the sum charged is calculated by reference to the costs attributable to the production of the copy;

- 2.2.4.3. such supply is by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing; and
- 2.2.4.4. at the time of making the copy, the Customer does not know, nor could it reasonably find out, the name and address of a person entitled to authorise the making of such copy.
- 2.2.5. *if the Customer is an academic institution*, permit an Authorised User to make a copy of the Publication(s) or portions thereof in order for that Authorised User to carry out Non-Commercial Text And Data Mining in relation to the Publication(s) or portions thereof, provided that:
 - 2.2.5.1. any such copy is made solely in order for that Authorised User to carry out such Non-Commercial Text and Data Mining;
 - 2.2.5.2. any such copy is accompanied by a sufficient acknowledgement, including without limitation acknowledgement if any results of such Non-Commercial Text and Data Mining are published;
 - 2.2.5.3. any such copy is not transferred to any other person, nor is any such copy used for any purpose other than as provided in sub-Clause 2.2.5.1 above (in either of the foregoing cases, unless the Publisher provides prior written consent);
 - 2.2.5.4. any such copy is promptly destroyed once it is no longer necessary for the relevant Non-Commercial Text and Data Mining;
 - 2.2.5.5. the Authorised User complies with all Publisher usage policies communicated to the Authorised User or made available to Authorised User, including without limitation any security measures and conditions of access; and
 - 2.2.5.6. for any additional access beyond that permitted above, Authorised Users must apply for whitelisting via Data.Mining@oup.com.
- 2.3. Provided that nothing in these Customer Terms and Conditions will limit the Customer's or an Authorised Users' rights under applicable copyright laws, the Customer and its Authorised Users may not:
 - 2.3.1. remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
 - 2.3.2. systematically make multiple printed or electronic copies of portions of the Publications for any purpose except as permitted by law or as authorised by Publisher;
 - 2.3.3. display or distribute or permit access to any part of the Publications via any method other than the Secure Network;
 - 2.3.4. permit anyone other than Authorised Users to access or use the Publications; and
 - 2.3.5. use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.4, with respect to each Publication, the rights granted in Clause 2.2 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, (c) AI Terms of Use and/or (d) Content-Specific Terms.

- 2.4. In the case of any conflict or ambiguity between:

- 2.4.1. the Permitted Use specified in this Clause 2 and the Permitted Use specified in the Legal Notice for any Publication, this Clause 2 will take precedence in respect of that Publication; and
- 2.4.2. the Permitted Use and the Content-Specific Terms for any portion of any Publication, the Content-Specific Terms will take precedence in relation to that portion of the Publication.
- 2.4.3. the Permitted Use specified in the AI Terms of Use for any Publication will take precedence in respect to the AI features of that Publication.

3. ACCESS AND SECURITY

3.1. If the Publisher is hosting the Publications:

3.1.1. in order to provide access to Online Products, the Customer shall provide, in the manner requested by the Publisher (which may include entering information in an online registration system), with the information needed to activate and maintain access to the Online Products, including prompt reporting of any additions, deletions or other alterations to the information supplied. Delay in provision of such information will not affect the commencement date of these Customer Terms and Conditions, nor the Publication Term of any Publication.

3.2. The Customer will obtain and maintain during the term of these Customer Terms and Conditions at its cost all telecommunications and other equipment and software (including relevant licenses) needed to access the Publications online via the Customer's Secure Network.

3.3. The Customer shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Customer and its Authorised Users in these Customer Terms and Conditions. In particular the Customer shall notify all Authorised Users that the Publications are protected by copyright and the Authorised Users' access to and use of the Publications is subject to the restrictions and obligations contained in these Customer Terms and Conditions.

3.4. The Customer shall notify Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorised use of any Password(s) by email to the following address: privacy@oup.com; (b) any breach of the Secure Network that could compromise the security or integrity of the Publications or Password(s) by email to the following address: privacy@oup.com; or (c) any breach by an Authorised User of the terms of this Agreement by email to the following address: salesagreements@oup.com and by formal notice in writing to the Group Legal Director.

3.5. The obligations in this Clause 3 are designed to protect the security and authorised use of the Publications. The Publisher is reliant on the Customer fulfilling its obligations under these Customer Terms and Conditions in order to accomplish this goal and, accordingly, upon the Publisher's request, the Customer shall terminate access to the Publications by any Authorised User whose actions or omissions contravene these Customer Terms and Conditions.

3.6. The Publisher reserves the right to suspend the Customer's access to the Publications or any portion thereof (in addition to any other available remedies) if:

3.6.1. the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with these Customer Terms and Conditions (including, without limitation, in breach of this Clause 3 or Clause 2.3); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or

3.6.2. the Customer commits a material breach of these Customer Terms and Conditions.

4. RESPONSIBILITIES OF PUBLISHER

- 4.1. If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:
- 4.1.1. to make each Publication available online to the Customer throughout that Publication's Publication Term;
 - 4.1.2. to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current industry standards for publishers publishing materials online;
 - 4.1.3. to restore the Customer's access to the Publications as soon as possible in the event of an interruption or suspension of the service; and
 - 4.1.4. to provide, or arrange for a third party to provide, customer support services to Authorised Users.
- 4.2. To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Customer) and subject to the last sentence of this Clause, the Publisher will make available to the Customer monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Customer's Authorised Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at <https://cop5.projectcounter.org/en/5.1.0.1/index.html>). The Customer acknowledges that the Publisher will not be able to provide accurate usage reports if the Customer stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway.

5. PAYMENT OF THE CHARGES

- 5.1. In consideration of the Publisher granting access to and permitting use of the Publications by the Customer and its Authorised Users as provided in these Customer Terms and Conditions, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of an appropriate invoice.
- 5.2. *Where the Paying Party is the Consortium:* The Consortium has agreed to pay to the Publisher the total Charges due to the Publisher and no additional charges are due by the Customer to the Publisher in respect of these Customer Terms and Conditions.
- 5.3. *Where the Paying Party is the Customer:* If the Customer fails to pay the Charges due in respect of the relevant Publication Period, then the Publisher may increase the Charges payable by each of the other Customers for that Publication Period, according to the number of Customers that have entered into this Agreement and paid the Charges.
- 5.4. *If the Customer is purchasing Publications through a Subscription Agent,* the Paying Party will pay the Charges for those Publications to the Subscription Agent. If the Subscription Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Customer, and the Customer further agrees that its sole remedy in such circumstances would be against the Subscription Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.5. Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges for the relevant Subscription Period have been received by the Publisher.

- 5.6. Unless expressly stated to the contrary in this Agreement, **the higher amount(s)** referred to in this Agreement will be interpreted as being amounts **inclusive** of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax").
- 5.7. The Paying Party shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Paying Party is required to make such deduction and/or withholding, the Paying Party shall formally notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Paying Party may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2. The Customer acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

ANNEX 1 – ADDITIONAL TERMS FOR SUBSCRIPTION PUBLICATIONS

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to Subscription Publications, if any, purchased under this Agreement.
2. Except as set out in Annex 2 where expressly agreed otherwise in writing, following the expiry of the Subscription Period the Customer will not be entitled to continuing access to the Subscription Publication or any portion thereof.
3. Subscription Publications may become part of a Subscribe to Open (“S2O”) model. S2O converts Publications that have a traditional subscription model to open access and/or free to access where subscription participation reaches certain levels for a prescribed period. No refunds will be payable in respect of any Charges already paid for such Publications which convert under S2O. **The amendments should be made in accordance with clause 11.5 of the Consortium Terms and Conditions.**

SCHEDULE B

CHARGES

<u>Year</u>	<u>Total</u>
2026	5,875.00 EUR
2027	5,963.00 EUR
2028	6,053.00 EUR

The Publisher shall issue the invoice for the 2026 Subscription Period no later than 10 December 2025.

SCHEDULE C

CUSTOMERS

No.	Customer name	FTE	Customer 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

SCHEDULE D

PUBLICATIONS

SUBSCRIPTION PUBLICATIONS

Online Products

Online Products	Customer name
<i>Grove Art Online</i>	Vilnius Academy of Arts
<i>Grove Music Online</i>	Lithuanian Music and Theatre Academy

SCHEDULE E
TENDER DOCUMENTS

Annex 1

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 DATABASES
GROVE ART ONLINE AND
GROVE MUSIC ONLINE**
10/11/2025

(Date)
OXFORD
(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>	THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS
The name, surname and position of the person responsible for the availability of the access	Customer Services
Phone	Customer Services: + 44 (0) 1865353907 +48 795 132 895
E-mail	onlinesubscriptions@oup.com @oup.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>Grove Art Online</i> for the Authorised Users of the LMBA Authorised Institution (Vilnius Academy of Arts) from 1 January 2026 till 31 December 2026	3,402.00	3,708.18
2	The services of subscription to the online research database <i>Grove Music Online</i> for the Authorised Users of the LMBA Authorised Institution (Lithuanian Music and	2,473.00	2,695.57

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.

	Theatre Academy) from 1 January 2026 till 31 December 2026		
	TOTAL for 2026:	5,875.00	6,403.75

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 online research database <i>Grove Art Online</i> for the Authorised Users of the LMBA Authorised Institution (Vilnius Academy of Arts) from 1 January 2027 till 31 December 2027	3,453.00	3,625.65
2	The services of subscription to the online research database <i>Grove Music Online</i> for the Authorised Users of the LMBA Authorised Institution (Lithuanian Music and Theatre Academy) from 1 January 2027 till 31 December 2027	2,510.00	2,635.50
	TOTAL for 2027:	5,963.00	6,261.15

Year 2028

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ³
1	The services of subscription to the online research database <i>Grove Art Online</i> for the Authorised Users of the LMBA Authorised Institution (Vilnius Academy of Arts) from 1 January 2028 till 31 December 2028	3,505.00	3,680.25
2	The services of subscription to the online research database <i>Grove Music Online</i> for the Authorised Users of the LMBA Authorised Institution (Lithuanian Music and Theatre Academy) from 1 January 2028 till 31 December 2028	2,548.00	2,675.40
	TOTAL for 2028:	6,053.00	6,355.65
	Total for 2026-2028:	17,891.00	19,020.55

Total price of the Tender, VAT inclusive – 19,020.55 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 1,129.55 EUR.

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.

³ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

The VAT rate is 9% for 2026 (to be invoiced in 2025) and 5% for 2027 and 2028, unless superseded by future legislation, in which case the rate applicable shall be that in force at the time of invoicing.

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

3.1. Instalment 1 – from 1 January 2026 till 31 December 2026 – 6,403.75 EUR (VAT inclusive),

3.2. Instalment 2 – from 1 January 2027 till 31 December 2027 – 6,261.15 EUR (VAT inclusive),

3.3. Instalment 3 – from 1 January 2028 till 31 December 2028 – 6,355.65 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 _____ 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.

v 10, 2025 10:38:34 GMT)

Director of Institutional Sales, EMEA & APAC

Annex 2

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

THE TECHNICAL SPECIFICATION

FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH DATABASES *GROVE ART ONLINE* AND *GROVE MUSIC ONLINE*

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 Publications of the research databases *Grove Art Online* and *Grove Music Online* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the 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 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 Publications of the online research databases *Grove Art Online* and *Grove Music Online*
 - 4.1. The online research database *Grove Art Online* should include access to the following, provided however, that the following may be subject to change from time to time:
 - The Concise Oxford Dictionary of Art Terms
 - Encyclopedia of Aesthetics
 - The Oxford Companion to Western Art.
 - Not less than 30,000 signed articles and images on different aspects of visual arts;
 - Not less than 6,000 subject entries and not less than 20,000 biographies, contributed by international scholars – all with bibliographies for further research;
 - Not less than 7,000 searchable images from such organizations as the *Metropolitan Museum of Art*, as well as a number of editorially selected image links to museums and galleries;

- Learning resources including subject guides, timelines, and resources for educators designed by the *Museum of Modern Art (New York)*

4.2. The online research database *Grove Music Online* should include access to the following:

- Not less than 5,000 images, musical examples, and links to audio and video examples.
- Full text articles from:
 - *The New Grove Dictionary of Music and Musicians,*
 - *The New Grove Dictionary of Opera,*
 - *The New Grove Dictionary of Jazz,*
 - *The Grove Dictionary of American Music,*
 - *The Grove Dictionary of Musical Instruments,*
 - *The Norton Grove Dictionary of Women Composers*
- And access to articles from:
 - *The Oxford Companion to Music,*
 - *The Oxford Dictionary of Music,*
 - *Oxford Dictionary of National Biography.*

5. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Publications of the online research databases *Grove Art Online* and *Grove Music Online* from **1 January 2026 till 31 December 2028 (with opt-out clause 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 Supplier shall in advance inform the Authorised Users. The Supplier should use reasonable efforts to provide the Publications with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time per subscription, with a maximum 4% down-time excluding scheduled maintenance and repairs performed at a time to minimise inconvenience to the LMBA and its Authorised Users and restore the service as soon as possible in the event of an interruption or suspension of service. If the Supplier fails to provide the continuous service in accordance with this clause, then on request from LMBA, the Supplier shall make a pro rata refund of part of the Fee paid for the affected Publication that are not available for the period in excess of the agreed 4% down-time. 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, or where caused by a so-called denial of service attack.
6. Upon coming into effect of the Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to these research databases *Grove Art Online* and *Grove Music Online* 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 Authorised Institutions COUNTER-compliant usage statistics on at least a quarterly basis.

III. Authorised Institutions

8. Access to the Publications listed in Item 4 shall be given to the Authorised Users of the Authorised Institutions listed in Item 9 by allocating as follows:

Data bases	Authorised Institutions
<i>Grove Art Online</i>	Vilnius Academy of Arts
<i>Grove Music Online</i>	Lithuanian Music and Theatre Academy

9. The online access, including the remote access by the Authorised Users, to the Publications of the online research databases *Grove Art Online* and *Grove Music Online* 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

10. Any of the IP addresses indicated in Item 9 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least five 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 Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Agreement.