

## LITHUANIAN RESEARCH LIBRARY CONSORTIUM MASTER 2402207



American Chemical Society  
Publications Division  
Online Products Institutional Access Agreement

This Online Products Institutional Access Agreement (“Agreement”) is entered into on the date of the last signature below between the American Chemical Society (“ACS”), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and Lithuanian Research Library Consortium (Master), located at SAULETEKIO AVE. 14, Vilnius 10223, Lithuania (“Grantee”) (ACS and the Grantee are collectively referred to in this Agreement as “the Parties”).

### 1. SCOPE OF GRANT

ACS grants Grantee non-exclusive and nontransferable permission to access ACS products and services as identified in the attachments to this Agreement (collectively “ACS Products”), subject to the terms and conditions set forth in this Agreement, including all attachments.

### 2. TERM

The Term of this Agreement is for the 2026-2028 subscription.

### 3. FEES AND PAYMENTS

a. Grantee agrees to pay ACS the amounts (Access Fee) set forth in the attached “Quote” attachment. ACS will not activate Grantee’s access to the ACS Products until Grantee provides ACS with: (1) the email address of a contact person; (2) a duly executed Agreement; and (3) any other information required by ACS to set-up and activate Grantee’s access.

b. Grantee agrees to pay all ACS invoiced Access Fees within sixty (60) days of the invoice date. ACS reserves the right to discontinue Grantee’s access to the ACS Products and to terminate this Agreement in the event Grantee fails to pay all Access Fees in accordance with the ACS invoice.

c. No later than by 10 December 2025 ACS shall issue to the Grantee the first invoice in the amount indicated in the Tender for the Services of Subscription to the Online Research Database ACS Web Editions as payable for the year 2026 for reasons due to appropriation of funds to the Grantee..

d. ACS shall submit other invoices on the dates agreed between the parties by email for reasons due to appropriation of funds to the Grantee.

### 4. AUTHORIZED USERS; AUTHORIZED SITES

a. If Grantee is a “consortium,” Grantee shall, prior to ACS’s activation of Grantee’s access to the ACS Products, provide ACS with a current listing of all participating consortium members, including physical location and IP addresses. Grantee represents and warrants that it has the right to enter into this Agreement on behalf of each consortium member. During the term of this Agreement, Grantee shall promptly notify ACS of any changes to the membership of the consortium. Grantee acknowledges that any such changes to the membership of the consortium may necessitate a change in the Access Fee due under this Agreement. Grantee

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shall notify each consortium member of the terms and conditions for accessing the ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by any consortium members and/or consortium members' Authorized and Other Users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence. Hereinafter, if Grantee is a consortium, the term "Grantee" shall also include the consortium member.

b. ACS grants to Grantee and its Authorized Users at the authorized sites approved by ACS ("Authorized Sites") identified in the Site List and IP Address Attachment ("Site List Attachment"), online access to the ACS Products. This Agreement extends to Grantee and Authorized Users and Other Users individually at Authorized Sites. For purposes of this Agreement, "Authorized Users" means, current employees, faculty and other teaching staff, and officially registered full or part-time students of Grantee. Authorized Users may access the ACS Products from remote sites. Others who are physically present at an Authorized Site may access the ACS Products but may not do so from locations outside of an Authorized Site ("Other Users")

c. Authorized Users will be recognized and authorized by their Internet Protocol ("IP") addresses. Only those IP addresses submitted by Grantee, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products ("Authorized IP Address(es)").

d. For the avoidance of doubt, other academic or research institutions and government or commercial organizations with which Grantee may have certain affiliations that (i) are not directly owned and controlled by Grantee or are not under a single administration with Grantee (ii) are owned by Grantee but would otherwise use the ACS Products for commercial purposes, do not qualify as Authorized Sites. Use of ACS Products by such institutions or organizations requires a separate agreement.

## 5. GRANTEE RESPONSIBILITIES AND DUTIES

a. Grantee shall exercise reasonable care and shall be responsible for all access control to ensure only Authorized Users and Other Users access the ACS Products for Permitted Use as defined herein. All usage/downloads of ACS content by Authorized Users and Other Users that gain access through the Grantee's firewall, proxy servers and other gateways for users authorized via the Authorized IP Address(es) listed on the Site List Attachment will be factored into the Grantee's Access Fee. Grantee agrees to notify Authorized Users and Other Users of the relevant conditions for accessing ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by Authorized Users and Other Users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

b. Reasonableness of Use. ACS monitors the volume of searching and downloading activities of Grantee on a routine basis, for the purposes of (i) benchmarking "average" use, noting any significant variance in patterns of usage, and (ii) ensuring compliance with the terms of access and use. ACS may ask Grantee's designated administrator to discuss with ACS any usage pattern(s), ACS questions and, if necessary, work with ACS to reach a solution if a problem is uncovered.

If ACS determines that use is excessive or violates the terms of this Agreement, ACS, in its sole discretion, may (i) on a temporary or non-temporary basis, de-activate the IP address(es) at issue, (ii) issue a surcharge, or (iii) terminate the Agreement in its entirety. ACS prefers to resolve these types of issues with Grantee without de-activating IP addresses, issuing a surcharge, or terminating the Agreement in its

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entirety and will use reasonable efforts to do so. For purposes of this section, “excessive” shall include (i) use, search activity, downloading and/or exporting that is materially greater than, or different from, typical use patterns of searching, downloading or exporting, and/or (ii) activity that is indicative of an otherwise manual process being automated.

c. Grantee is responsible for providing valid IP addresses for each Authorized Site listed on the Site List Attachment. IP ownership must be verifiable and accepted by ACS. If the Grantee plans to use a Proxy Server or enable Virtual Private Network (VPN) access, such access must be registered with ACS and use an ACS-approved configuration. Access to the site via open proxies and other nonauthenticated proxy servers is prohibited. ACS Products may only be accessed through an Authorized IP Address. Grantee warrants:

- i. Each IP address listed in the Site List Attachment has been assigned exclusively to and is under the exclusive control of Grantee;
- ii. The ACS Products will only be used by Grantee’s Authorized and Other Users for use in accordance with the terms and conditions of this Agreement; and
- iii. Grantee will promptly notify ACS of any changes to Authorized IP address(es).

d. Grantee will use reasonable efforts to ensure that only Authorized and Other Users have access to the ACS Products and use the ACS Products in accordance with this Agreement. Grantee acknowledges the ACS copyright and ownership interests in the ACS Products, that the ACS Products are principal products of ACS, and the importance to ACS of maintaining these rights in the ACS Products.

e. Grantee will exercise reasonable, good faith efforts to:

- i. Inform Authorized and Other Users of the Permitted and Prohibited Uses and to enforce them;
- ii. Monitor usage of the ACS Products for compliance with these Permitted and Prohibited Uses, and notify ACS immediately of any suspected violation by any user;
- iii. Investigate with ACS any violation or suspected violation, whether by an Authorized User, Other User, or unauthorized user; and
- iv. Cooperate with ACS in the resolution of the matter.

Grantee agrees, at ACS’s request, to review from time to time with ACS the efforts described above and to make such changes thereto as may be reasonably necessary. Grantee will be responsible for any failure on its part to act in compliance with the terms and conditions of this Agreement.

f. Grantee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Grantee will cooperate with the ACS in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

## 6. PERMITTED USES

a. Authorized Users and Other Users may view, download, save, or print individual articles, individual book chapters, or other individual items from the ACS Products for their personal scholarly, research, and educational use. Authorized Users and Other Users may make a printed copy of individual articles, individual

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book chapters, or other individual items from the ACS Products for the internal or personal use of others who are Authorized Users but who are unable to access the ACS Products. Authorized Users and Other Users may include (and are encouraged to provide) links to the ACS Products as part of course pack offerings or within an e-mail communications.

b. Except as set forth in Prohibited Uses herein, Grantee may use the ACS Products to fulfill requests for Interlibrary Loans (“ILL”) by transmitting a copy of an article in PDF format via electronic transmission or by mail, fax, Ariel, or other ILL mechanisms. ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Such ILL shall be limited to non-systematic, infrequent and sporadic transmissions to a third party, which as a general rule should mean a de minimis number of free article copies of individual journal articles, individual book chapters, or other individual items from the ACS Products per year. Notwithstanding anything to the contrary, international cross-border ILL is not permitted. ILL to libraries of commercial entities is not permitted.

c. Grantee or Authorized Users may provide print or electronic copies of individual items taken from ACS Products to national or international regulatory authorities in connection with the preparation or submission of the Grantee’s or Authorized User’s applications for patents, drug, and other product approval, provided that such applications do not amount to commercial redistribution for direct profit. Grantee and Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law.

d. Grantee or Authorized Users may reactively supply print or electronic copies of individual items taken from ACS Products to healthcare professionals or other third parties in response to enquiries relating to Grantee’s medical products. Such copies must carry, without modification, those copyright notices already incorporated in the ACS Products. This use of the ACS Products is restricted to responding to enquiries only. For the avoidance of doubt, this excludes proactive or multiple supplies of articles for marketing, sales, or other purposes, including any activity that would replace a subscription or the purchase of reprints.

## 7. PROHIBITED USES

a. Except as provided in Permitted Uses herein, Grantee, its Authorized Users and Other Users agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the ACS Products or any portions thereof, to any third party. Individual articles, individual book chapters, or other individual items from the ACS Products and other information obtained under this Agreement may not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products may not be used to supply single articles, individual book chapters, or other individual items to ILL requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.

b. Authorized Users and Other Users may not use ACS Products to support work performed on behalf of any commercial entity other than the Grantee. Grantee agrees to take all reasonable measures to ensure proper use of ACS Products by Authorized Users and Other Users, and agrees to remedy identified cases of prohibited use.

c. Authorized Users and Other Users may not modify, alter, or create derivative works of the materials contained in the ACS Products without prior written permission from ACS. Indexing, by human or machine means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless Grantee concludes a specific, separate agreement with ACS to do so. Authorized Users and Other Users may not

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use illustrations or other graphic excerpts or abstracts without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products.

d. Individual articles, book chapters, and other individual items from the ACS Products that include information obtained as a result of access to the ACS Products are not to be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval. Systematic storing or repository building of individual downloaded articles, book chapters, or other individual items from the ACS Products, including, but not limited to, storage through third-party services, for institution-wide use is strictly prohibited.

e. Grantee acknowledges that ACS may prevent Grantee, its Authorized Users and Other Users from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from ACS Products (including without limitation any “spidering” or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time-to-time implement tools or other controls on the ACS Products to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from the ACS Products. ACS acknowledges that Grantee may not be able to prevent its Authorized Users and Other Users from using such methods or applications.

## 8. TRIAL AND/OR NEW SUBSCRIPTIONS

Grantee may from time to time during the term of this Agreement desire access to other ACS products and/or services not identified in this Agreement as ACS Products, either for a limited, trial period (“Trial Subscription”) to determine its usefulness or suitability to Grantee or for changes to the list of ACS Products for the remainder of the term of this Agreement. Similarly, Grantee may from time-to-time during the term of this Agreement desire access to other ACS products and/or services through the Metered Access Plan (MAP). Grantee’s access to and use of any and all such additional ACS products and/or services shall be subject to and governed by all applicable Terms and Conditions of this Agreement.

## 9. SCOPE OF ACCESS

a. ACS shall use reasonable commercial efforts to provide continuous availability of ACS Products through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, loading new information files, and downtime related to equipment or services outside the control of ACS including public and private telecommunications services or Internet nodes or facilities. ACS shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance.

b. ACS shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 Level AA (<http://www.w3.org/WAI/guid-tech.html>) to the degree indicated in its current Voluntary Product Accessibility Template (VPAT), a copy of which will be provided upon request, and is incorporated herein by reference. ACS represents and warrants that the aforementioned VPAT substantively shows its degree of compliance with Section 508 of the Rehabilitation Act of 1973. Nothing in this

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Agreement shall limit the Grantee from making lawful, noninfringing uses to facilitate access to the ACS Products by Authorized Users and Other Users who have disabilities. For the avoidance of doubt, the ACS authorizes such uses.

c. Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, Grantee will be provided access to the ACS Products from the ACS Web Editions published during Grantee's subscribed access period only. Upon cancellation of all or part of subscribed access, Grantee may retain digital access rights to only those journals that were subscribed to and published during the time the Grantee had an active, paid subscription to ACS Web Editions. Such digital access rights shall be contingent upon payment of an annual post-cancellation platform maintenance fee. Chemical & Engineering News, Reagent Chemicals, Backfile or Archive products, eBooks Symposium Series, or content acquired via ACS Articles on Command, ACS Metered Access, and ACS Lab Packs have no post cancellation rights. Agreements that terminate through cause or default have no post cancellation rights under this program. Upon cancellation of ACS Products, no additional service will be provided save the aforementioned options for the ACS Web Editions.

d. ACS will make reasonable efforts to maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the PDF legacy archive, ACS, in consultation with its customer advisory panel, will make a conservation copy of the archive available through an acceptable repository to institutions that have access via a separate agreement.

e. ACS will make reasonable efforts to maintain the ACS Symposium Series Archive, Current Editions of the Symposium Series, and other similar eBook published content, online published in PDF and/or HTML format. In the unlikely event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the content, ACS, in consultation with its customer advisory panel, will make a conservation copy of the ACS Symposium Series Archive and Current Editions of the Symposium Series online available through an acceptable repository.

f. ACS agrees to provide Grantee COUNTER compliant or, in the event that COUNTER is superseded by another reporting standard, comparable usage reports via a self-service web site on a monthly basis for applicable ACS Products subscribed to by Grantee under this Agreement.

## 10. DISPUTES

The Parties agree to enter into negotiations to resolve any controversy, claim or dispute ("Dispute") arising under or relating to this Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within ten (10) days of written notice of the dispute or such other time period as ACS and Grantee mutually agree. If the dispute is not timely resolved, the Parties agree, on request of either Party, to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the District of Columbia, USA. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the Parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The Parties agree that the conduct and results of the arbitration will be kept confidential except as required by law. Notwithstanding anything in this Section to the contrary, disputes in which there is a claim for injunctive

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relief or other equitable remedy, including specific performance, may be brought in any court having competent jurisdiction throughout the world.

## 11. TERMINATION

a. Termination for Default. If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice.

b. Termination for Convenience. Either party may cancel this Agreement at any time by providing the other party with sixty (60) days prior written notice. In the event of such a termination by Grantee, Grantee shall not receive a pro-rated refund of the unused Access Fee, and in the event of such a termination by ACS, Grantee shall be entitled to receive a pro-rated refund of the unused Access Fee. Notwithstanding, in cases of multi-year subscriptions, Grantee may not cancel this Agreement until after the completion of the agreed-upon multi-year Term. A member of the Grantee'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 Grantee's consortium opts out of this Agreement, such consortium member's Fee will be deducted from the invoice for the year in which such option out is to be effective. Notwithstanding anything to the contrary, the Open Access token count may be affected and subject to change, due to the possible effect on the 100% Open Access coverage.

c. Termination Due to Insufficient Funds. A Grantee may cancel within a multi-year subscription commitment, informing ACS no later than the 30th of November of the current year, in the case of non- or insufficient appropriation of funds. In such a case, this Agreement will be considered cancelled from the 1st of January of the subsequent year, except for those obligations that continue according to Agreement or that continue by their nature, including any post termination access for the subscribed content. For the avoidance of doubt, since multi-year subscriptions are provided at a discounted rate, for any subsequent one-year subscriptions by Grantee or for a member rejoining a consortium within the multi-year term the rate for such Grantee or member shall revert to the appropriate non-discounted rate. In the case of a consortium, the Parties will confirm the appropriately adjusted fee for the subsequent year by the 1st of December of the current year.

d. Grantee may terminate this Agreement:

- if the Agreement was awarded to ACS in view of a serious infringement by ACS 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);
- if the Agreement has been subject to a substantial modification incompatible with Article 89 of the Law on Public Procurement of the Republic of Lithuania;
- if the Publisher should have been excluded during the procurement procedure;
- 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.

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Upon termination of this Agreement according to this clause, ACS shall reimburse to Grantee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

## 12. COPYRIGHTS; OTHER INTELLECTUAL PROPERTY RIGHTS

Except as otherwise specifically noted, ACS is the owner of all right, title and interest in the content of the ACS Products, including, without limitations, individual journals, articles, abstracts, book chapters, proceedings. All ACS Products are protected under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code and subject to the Universal Copyright Convention and the Berne Copyright Convention. Grantee agrees not to remove or obscure copyright notices. Grantee acknowledges that it has no claim to ownership of any part of the ACS Products or other proprietary information accessed under this Agreement.

The names “American Chemical Society”, “ACS”, and the titles of the journals and other ACS Products are trademarks of ACS.

## 13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

ACS warrants that it is entitled to grant this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ACS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACS PRODUCTS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ACS PRODUCT, ACS'S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY ACS OR THE LOSS OF DATA, BUSINESS OR GOODWILL EVEN IF ACS IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ACS OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY GRANTEE FOR ACCESS TO ACS PRODUCTS FOR THE CURRENT YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE. The foregoing limitations and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against ACS unless suit is filed within one (1) year after the event giving rise to the claim.

## 14. PRIVACY

Each Party acknowledges and agrees that both Parties may be required to comply with certain data protection, privacy, and/or information security laws, rules, regulations, or guidelines enforced in the jurisdictions in which Grantee and/or Authorized Users utilize the ACS Products related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation (the “Privacy Laws”). Grantee agrees that ACS may collect, use, and otherwise process Personal Data in accordance with the ACS Privacy Policy, available at <https://www.acs.org/privacy.html> and incorporated herein by reference. Each Party agrees to employ appropriate administrative, physical, and technical safeguards designed to protect the Personal Data submitted to ACS or otherwise processed through access to and use of the ACS Products. Each

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Party shall promptly notify the other Party in the event of any unauthorized use, disclosure, collection, or access of Personal Data.

#### 15. INDEMNIFICATION

Grantee agrees to indemnify ACS against any and all claims brought by Authorized Users and/or Other Users and/or Consortium members against ACS and any claims brought against ACS resulting from any actions by Authorized Users and/or Other Users and/or Consortium members. If Grantee is a “consortium,” all references to “Grantee” in this Agreement shall apply equally and fully to the Consortium and each of its members.

#### 16. ANTI-BRIBERY AND CORRUPTION

Grantee agrees that, in the procurement of this Agreement, it, and each of its direct or indirect owners or other financial interest holders (“Owners”), directors, employees, and every person working for it or on its behalf (collectively “Representatives”) have not violated the Foreign Corrupt Practices Act, the UK Bribery Act 2010, or any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business.

Grantee agrees to comply with all applicable U.S. export control and sanctions laws and regulations. Grantee represents and warrants that (i) Grantee is not designated or otherwise identified on any of the various U.S. government lists of denied/sanctioned parties, including, but not limited to, the U.S. Treasury Department, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, or Foreign Sanctions Evaders List; the U.S. Department of Commerce’s Denied Persons List, Unverified List, or Entity List; or the U.S. Department of State’s Non-Proliferation Sanctions Determinations lists, and (ii) Grantee is not 50% or more directly or indirectly owned, in the aggregate, by one or more individuals or entities identified on any of the various U.S. government lists of denied/sanctioned parties. Grantee agrees that ACS may cease performance of this Agreement if ACS deems such cessation necessary, in its sole discretion, to ensure compliance with applicable law. Under such circumstances, Grantee agrees that ACS shall be released from responsibility for fulfilling its obligations under this Agreement and shall not be subject to any penalties or other liability for breach of contract or any other legal or equitable claim.

#### 17. GENERAL

This Agreement sets forth the entire understanding of the Parties and, except as provided herein, may not be modified without the express written consent of both Parties. 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. If, during the performance of the 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 Grantee 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 paid unused portion of the subscription period. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA without reference to its conflicts of laws

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principles. Grantee may not assign or transfer its rights under this Agreement without the express written consent of ACS.

Grantee will publish ACS tender, the concluded Agreement and modifications to it, except for the information that ACS indicated in the tender as confidential and personal information, in the Central Public Procurement Information System (CVP IS).

In case of contradiction between the Agreement and Schedules, The Tender for the Services of Subscription to the Online Research Database ACS WEB EDITIONS shall prevail.

## 18. ACCEPTANCE

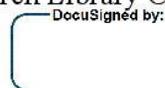
Signing this Agreement constitutes acceptance by Grantee of the terms and conditions contained herein. Grantee warrants that it has read and understands this Agreement. The undersigned represents and warrants that he/she has the authority to enter into this Agreement on behalf of the Grantee. If Grantee uses a purchase order in conjunction with ordering or paying for the ACS Products, the Parties agree that the terms and conditions of the purchase order will in no way modify, delete, or supersede the terms and conditions of this Agreement. Any discrepancy between the purchase order and this Agreement will be resolved in favor of this Agreement.

### **ACCEPTED:**

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

Grantee: Lithuanian Research Library Consortium (Master)

Authorized Signature:

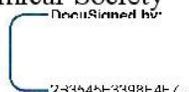
DocuSigned by:  


Print name of Authorizing Person:

Date: 12/4/2025

Grantor: American Chemical Society

Authorized Signature:

DocuSigned by:  
  
233545F-3398E4F /...

Print name of Authorizing Person:

Date: 12/4/2025



**American Chemical Society  
Publications Division  
READ & PUBLISH PROGRAM – Open Access Addendum**

This Read & Publish Program Open Access Addendum (“Addendum”) is effective as of the date of last signature below and is made by and between the American Chemical Society (“ACS”), a federally chartered nonprofit located at 1155 16<sup>th</sup> Street NW, Washington DC 20036, and the Lithuanian Research Library Consortium, Sauletekio Avenue 14 LT, Vilnius, Lithuania 10223 (“Grantee”). If the Grantee is a consortium, the term Grantee shall also mean each member institution of the consortium. ACS and Grantee hereby add this Addendum to the Agreement (defined below).

Whereas, Grantee has access to certain ACS products and services under the above Online Products Institutional Access Agreement to which this Addendum is attached or under an Online Products Institutional Access Agreement entered into between ACS and Grantee which as of the date of signing of this Addendum continues to be in effect (either Online Products Institutional Access Agreement, hereinafter “Agreement”), and

Whereas, Grantee wishes to participate in ACS’s Read & Publish Program, and ACS agrees to Grantee’s participation, subject to the terms and conditions of the Agreement and this Addendum,

Now, therefore, the Parties hereby agree as follows:

**a. Read & Publish Program:** ACS’s Read & Publish Program is specifically designed for the Grantee to facilitate the open availability (“Open Access”) of its ACS published articles at the time of online publication. Open Access allows members of the public to access the Open Access article without a subscription to ACS products and services. Notwithstanding anything to the contrary, availability and use of such articles shall be governed by the terms and conditions of the most current version of the Creative Commons license selected by Grantee.

Grantee hereby acknowledges and agrees that participation in the Read & Publish Program is based upon and directly tied to subscription by Grantee to the ACS All Access or All Publications journal product packages. Discontinuation of the aforesaid subscription or termination of the Agreement, for whatever reason, shall also terminate the participation in the Read & Publish Program. Capitalized terms not defined herein shall mean the same as in the Agreement.

**b. Qualifying Authors:** Corresponding authors of Grantee submitting article manuscripts for ACS publication qualify to have their articles published under this Addendum, if all the following conditions are met at the time of submission of the manuscript:

1. the corresponding author is identified as the individual who is to communicate with ACS through the peer review process;
2. the corresponding author is an Authorized User, as such term is defined in the Agreement;
3. the corresponding author indicates affiliation to Grantee by identifying their institution via a provided dropdown menu during the manuscript submission process.

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It is highly recommended for ease of identification and administrative matters that corresponding authors utilize during the manuscript submission process a current email address extension that is directly associated to Grantee (or member institution, as the case may be).

For the avoidance of doubt, a corresponding author is the author handling the manuscript submission and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the manuscript. The corresponding author must be primarily affiliated with the Grantee, in order for the submitted manuscript, if accepted for publication, to publish as Open Access under this Addendum.

Corresponding authors meeting all the aforementioned criteria are hereinafter referred to as “Qualifying Authors.”

**c. Tokens and Fee:** ACS shall grant Grantee unlimited Read & Publish tokens ("Tokens") for the Term of this Addendum, regardless of Grantee’s historical publishing volume. ACS reserves the right to discontinue Grantee’s participation in the Read & Publish Program and to terminate the Agreement in the event Grantee fails to pay all fees in accordance with the appropriate ACS invoice.

Grantee agrees that Tokens have no redeemable monetary value. For the avoidance of doubt, in the event of discontinuation of Grantee’s participation in the Read & Publish Program or Agreement termination, unused Tokens will not be refunded as a sales credit or otherwise. Tokens expire twelve (12) months after the Term of the Addendum. Notwithstanding, Tokens may be used solely for manuscripts accepted for publication within the Term of this Addendum. For example, any unused Tokens left at the end of 2028 remain viable through 2029 but must be used retroactively for an article accepted between January 1, 2026 and December 31, 2028. Tokens cannot be used for articles accepted before January 1, 2026.

For each article published under the Read & Publish Program, one (1) Token will be considered used. Tokens can be used for publication in all ACS journals, including hybrid journals and all Gold Open Access journals, but cannot be used for eBooks. Articles that are additions or corrections or editorials are also not eligible under the Read & Publish Program. For the avoidance of doubt, Parties acknowledge that a Qualifying Author has, despite the availability of participation in the Read & Publish Program under this Addendum, the option to direct the ACS to publish the article via ACS’s subscription model.

**d. Workflow:** Grantee understands that the process flow for the Read & Publish Program is systematized through the Copyright Clearance Center (CCC). Accordingly,

1. Grantee will have ACS Open Access Token account with the CCC.
2. A Qualifying Author—whose Grantee (or member institution, as the case may be) affiliation has been identified at the time of manuscript submission—will be offered the Open Access option during acceptance of the manuscript if Grantee has available Tokens. If the Qualifying Author selects such option, then the Qualifying Author will be directed to the CCC for requesting the manuscript be processed as part of the Read & Publish Program under this Addendum.
3. Simultaneously, an email providing notice will be sent to the Grantee designated administrator who

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will be required to approve or reject Open Access publication of the manuscript.

4. Once approved, a Token will be debited from the Grantee’s Token balance. Tokens are used on a first ordered, first approved basis.
5. The CCC shall notify Qualifying Authors of the Open Access funding status of their manuscript.
6. The Grantee selected Creative Commons license will control third-party access to and use of the final published article.

For any changes to the workflow, ACS shall communicate the changes to the Grantee at least 180 days prior to the change or as soon as reasonably possible prior to the change.

**e. Definitive Articles of Record:** All ACS articles published hereunder as maintained on the ACS website represent the definitive articles of record. Articles (unless identical copies of the most current definitive articles of record) posted to or displayed by institutional repositories or non-ACS websites are without warranty from ACS of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall ACS be liable for any loss or damage arising out of or in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites.

**f. Reports:** Token balance and reports tracking articles published as Open Access under this Addendum will be available through self-service reporting tools provided in the Grantee’s designated administrator’s view in the CCC’s ACS Open Access program webpages. Information supplied will include Qualifying Author, Institution, ORCID ID (if supplied by the author), article title, DOI, journal, and Token usage date.

**g. Term:** The term (“Term”) of this Addendum shall be from January 1, 2026 through December 31, 2028.

**h. General:** ACS is not liable for any article not made open by ACS for an author who does not provide to ACS, during the manuscript submission process, the applicable name of the Grantee (or member institution, as the case may be) and the recommended Grantee (or member institution, as the case may be) email address, or otherwise does not meet at the time of submission of the manuscript the aforementioned criteria of a Qualifying Author[s].

**AGREED,**

Grantee: Lithuanian Research Library Consortium <small>DocuSigned by:</small> Authorized Signature:  Name: Date: 12/4/2025	Grantor: American Chemical Society <small>DocuSigned by:</small> Authorized Signature:  Name: Date: 12/4/2025
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LITHUANIAN RES LBRY CNSRTIUM MASTER 2402207

**ACS Publications  
Site List & IP Address Attachment**

<b>Institution Name:</b>	LITHUANIAN RES LBRY CNSRTIUM MASTER
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\* 35 characters for the name line

<b>Address: (Street, City, State, Country, Postal Code)</b>	
	SAULETEKIO AVE. 14, Vilnius 10223, Lithuania

\* 30 characters per address line, country is fourth line if International

<b>Authorized Contact Name:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	

<b>Billing Address: (If purchase is through an Agent, please specify Agency name &amp; address here)</b>	

\* 30 characters per address line, country is fourth line if International

<b>Billing Contact Name:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Access Agreement Contact Name:</b>	
<b>Email:</b>	
<b>Telephone:</b>	

LITHUANIAN RES LBRY CNSRTIUM MASTER 2402207

<b>Purchase Order #</b>	
<b>VAT# (EU Accts Only)</b>	

**Site Information:**

List the full name and address of each site and all locations that will participate in the Access Agreement. List any additional sites and IP addresses on a separate sheet if needed using the format shown below.

Location Name	Address (Street, City, State, Country, Postal Code)	IP Address(es)*	
		From	To

\*IP Address Note: Please list digits that are separated by periods (example: IP address 123.456.7.\*). IP Address should specify at least the first two groups of digits, commonly called a Level B address, or may specify the first three groups of digits (Level C address), or the complete IP address of the Proxy server(s) handling the Authorized sites.

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**2026 Price Quote**  
**American Chemical Society**

P.O. Box 3337 Columbus, OH 43210

**Phone:** 888-338-0012 International  
 614-447-3674 United States

**Email:** ACS\_Pubs\_Assist@acs.org

**Sales Contact**  
 Madeleine Eve at 48 662 799 767  
 MEve@acs-i.org

**Customer Group Name :** LITHUANIAN CONSORTIA  
**Account Number :** 2402207  
**Site Email :** @amb.lt  
**Quote Date :** 10/03/2025  
**Expires :** 12/31/2026  
**Reference :** 1142317-1  
**Year 1 Term :** 01/01/2026-12/31/2026

Product	2026	2027	2028
<b>Web Products</b>	<b>\$143,330</b>	<b>\$156,230</b>	<b>\$170,291</b>
ACS All Publications Package	\$113,560	\$123,781	\$134,921
All Journals	\$29,770	\$32,449	\$35,370
CC-BY Read + Publish	\$0	\$0	\$0
	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Total</b>	<b>\$143,330</b>	<b>\$156,230</b>	<b>\$170,291</b>

For Multi-Year subscriptions, for which a discounted price has been given, termination for convenience as referenced in the ACS Access Agreement is permitted only after the end of the multi-year commitment.

Billing Information - Please complete for invoicing

Contact Name: _____	Agency Name: _____
Email: _____	Contact Name: _____
	Email: _____
	Agency Order Number: _____

**Disclaimer:** Although every effort has been made to ensure this price quote is accurate, ACS reserves the right to correct any errors or omissions.

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  
ACS WEB EDITIONS**

10/9/2025

(Date)

Washington, D.C

(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>	<b>AMERICAN CHEMICAL SOCIETY</b>
The name, surname and position of the person responsible for the availability of the access	Assistant Director, Sales Operations
Phone	+1 (614) 447-3674
E-mail	acs_pubs_assist@acs.org

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

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

**Year 2026**

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>1</sup>
1.	The services of subscription to the online research database <i>ACS Web Editions</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026	<b>\$143,330</b>	<b>\$143,330</b>
1.1	Kaunas University of Technology	\$32,992	\$32,992
1.2	Vilnius Gediminas Technical University	\$6,048	\$6,048
1.3	Vilnius University	\$74,520	\$74,520
1.4	State Scientific Research Institute Center for Physical Sciences and Technology	\$29,770	\$29,770
	<b>TOTAL for year 2026:</b>	<b>\$143,330</b>	<b>\$143,330</b>

<sup>1</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

**Year 2027**

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>2</sup>
1.	The services of subscription to the online research database <i>ACS Web Editions</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027	<b>\$156,230</b>	<b>\$156,230</b>
1.1	Kaunas University of Technology	\$35,961	\$35,961
1.2	Vilnius Gediminas Technical University	\$6,593	\$6,593
1.3	Vilnius University	\$81,227	\$81,227
1.4	State Scientific Research Institute Center for Physical Sciences and Technology	\$32,449	\$32,449
	<b>TOTAL for year 2027:</b>	<b>\$156,230</b>	<b>\$156,230</b>

**Year 2028**

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>3</sup>
1.	The services of subscription to the online research database <i>ACS Web Editions</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2028 till 31 December 2028	<b>\$170,291</b>	<b>\$170,291</b>
1.1	Kaunas University of Technology	\$39,198	\$39,198
1.2	Vilnius Gediminas Technical University	\$7,186	\$7,186
1.3	Vilnius University	\$88,537	\$88,537
1.4	State Scientific Research Institute Center for Physical Sciences and Technology	\$35,370	\$35,370
	<b>TOTAL for year 2028:</b>	<b>\$170,291</b>	<b>\$170,291</b>
	<b>Total for 2026-2028:</b>	<b>\$469,851</b>	<b>\$469,851</b>

Total price of the Tender, VAT inclusive – 469,851 USD.

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

The VAT rate is 0 %.

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

3.1. Instalment 1 – from 1 January 2026 till 31 December 2026 – \$143,330 USD (VAT inclusive);

3.2. Instalment 2 – from 1 January 2027 till 31 December 2027 – \$156,230 USD (VAT inclusive);

3.3. Instalment 3 – from 1 January 2028 till 31 December 2028 – \$170,291 USD (VAT inclusive)

4. We confirm that the content and scope of the proposed services comply with the

<sup>2</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

<sup>3</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

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 (Annex 2)	Seven (07)
2.	The Official Supplier's Declaration - (Annex 4)	Three (03)
3.	The Official Supplier's Declaration - (Annex 4)	Three (03)
4.	The Official Supplier's Declaration - (Annex 4)	Three (03)
5.	The Official Supplier's Declaration - (Annex 4)	Three (03)
6.	The Supplier's Declaration (Annex 5)	One (01)
7.	European Single Procurement Document (ESPD)	Eight (08)

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

9. The Tender contains the following confidential information\*:

No.	Title of the submitted document or the part thereof
	Each Member's pricing breakdown

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

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

- the chief executive officer;
  - a member of other management or supervisory body or other person (persons) entitled to represent the Supplier or to exercise control over the Supplier, to make decision on its behalf, to conclude a transaction;
  - person(s) entitled to draw up and sign the Supplier's financial records;
- and shall submit the documents evidencing that neither of the grounds for rejecting the Supplier are applicable in respect to the person (persons) listed in the below table (if any), namely: the judgement of conviction was not passed and became effective within the past five years and this person does not have the unspent or non-expunged conviction, as stipulated by Item 1, Annex 3 of the Contract Documents.

Name, surname	Position
	Chief Executive Officer
	General Counsel
	Secretary and Executive Vice President
	Treasurer and Chief Financial Officer

Signed by: \_\_\_\_\_

General Counsel

(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 RESEARCH  
DATABASE *ACS WEB EDITIONS***

*I. Background information*

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *ACS Web Editions* for the Authorised Users (as defined in the Licence Agreement) of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be \_\_\_\_\_, Manager of Databases:

E-mail: [\\_\\_\\_\\_\\_@lmba.lt](mailto:_____@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 Authorised Users of the LMBA Authorised Institutions shall have access to the below listed parts of Licensed Materials of the online research database *ACS Web Editions*:

*4.1. ACS Web Editions* list of journals:

	<b>Publication Title</b>	<b>Full Text from</b>	<b>Full Text till</b>	<b>Open Access journal</b>	<b>e-ISSN</b>
1	Accounts of Chemical Research	1996	current*	No	1520-4898
2	Accounts of Materials Research	2020	current*	No	2643-6728
3	ACS Agricultural Science & Technology	2021	current*	No	2692-1952
4	ACS Applied Bio Materials	2018	current*	No	2576-6422
5	ACS Applied Electronic Materials	2019	current*	No	2637-6113
6	ACS Applied Energy Materials	2018	current*	No	2574-0962
7	ACS Applied Engineering Materials	2023	current*	No	2771-9545
8	ACS Applied Materials & Interfaces	2009	current*	No	1944-8252
9	ACS Applied Nano Materials	2018	current*	No	2574-0970
10	ACS Applied Optical Materials	2023	current*	No	2771-9855
11	ACS Applied Polymer Materials	2019	current*	No	2637-6105
12	ACS Bio & Med Chem Au	2021	current*	Yes	2694-2437
13	ACS Biomaterials Science & Engineering	2015	current*	No	2373-9878
14	ACS Catalysis	2011	current*	No	2155-5435
15	ACS Central Science	2015	current*	Yes	2374-7951
16	ACS Chemical Biology	2006	current*	No	1554-8937
17	ACS Chemical Health & Safety	1994	current*	No	1878-0504
18	ACS Chemical Neuroscience	2010	current*	No	1948-7193
19	ACS Combinatorial Science	1999	current*	No	2156-8944
20	ACS Earth and Space Chemistry	2017	current*	No	2472-3452
21	ACS Electrochemistry (New in 2025)	2025	current*	No	2997-0571
22	ACS Energy Letters	2016	current*	No	2380-8195
23	ACS Engineering Au	2021	current*	Yes	2694-2488
24	ACS Environmental Au	2021	current*	Yes	2694-2518
25	ACS ES&T Air	2024	current*	No	2837-1402
26	ACS ES&T Engineering	2021	current*	No	2690-0645
27	ACS ES&T Water	2021	current*	No	2690-0637
28	ACS Food Science & Technology	2021	current*	No	2692-1944
29	ACS Infectious Diseases	2015	current*	No	2373-8227
30	ACS Macro Letters	2012	current*	No	2161-1653
31	ACS Materials Au	2021	current*	Yes	2694-2461
32	ACS Materials Letters	2019	current*	No	2639-4979
33	ACS Measurement Science Au	2021	current*	Yes	2694-250X
34	ACS Medicinal Chemistry Letters	2010	current*	No	1948-5875
35	ACS Nano	2007	current*	No	1936-086X
36	ACS Nano Medicine (new in 2026)	2026	current*	No	3067-5928
37	ACS Nanoscience Au <sup>1</sup>	2021	current*	Yes	2694-2496
38	ACS Nutrition Science (new in 2026)	2026	current*	No	3067-6037
39	ACS Omega	2016	current*	Yes	2470-1343

	<b>Publication Title</b>	<b>Full Text from</b>	<b>Full Text till</b>	<b>Open Access journal</b>	<b>e-ISSN</b>
40	ACS Organic & Inorganic Au <sup>1</sup>	2021	current*	Yes	2694-247X
41	ACS Pharmacology & Translational Science	2018	current*	No	2575-9108
42	ACS Photonics	2014	current*	No	2330-4022
43	ACS Physical Chemistry Au <sup>1</sup>	2021	current*	Yes	2694-2445
44	ACS Polymers Au <sup>1</sup>	2021	current*	Yes	2694-2453
45	ACS Sensors	2016	current*	No	2379-3694
46	ACS Sustainable Chemistry & Engineering	2013	current*	No	2168-0485
47	ACS Sustainable Resource Management	2024	current*	No	2837-1445
48	ACS Synthetic Biology	2012	current*	No	2161-5063
49	Analytical Chemistry	1996	current*	No	1520-6882
50	Artificial Photosynthesis	2024	current*	Yes	2994-0974
51	Biochemistry	1996	current*	No	1520-4995
52	Bioconjugate Chemistry	1996	current*	No	1520-4812
53	Biomacromolecules	2000	current*	No	1526-4602
54	C&EN Global Enterprise	2016	current*	No	2474-7408
55	Chem & Bio Engineering	2024	current*	Yes	2836-967X
56	Chemical & Biomedical Imaging	2023	current*	Yes	2832-3637
57	Chemical Research in Toxicology	1996	current*	No	1520-5010
58	Chemical Reviews	1996	current*	No	1520-6890
59	Chemistry of Materials	1996	current*	No	1520-5002
60	Crystal Growth & Design	2001	current*	No	1528-7505
61	Energy & Fuels	1996	current*	No	1520-5029
62	Environment & Health	2023	current*	Yes	2833-8278
63	Environmental Science & Technology	1996	current*	No	1520-5851
64	Environmental Science & Technology Letters	2014	current*	No	2328-8930
65	Industrial & Engineering Chemistry Research	1996	current*	No	1520-5045
66	Inorganic Chemistry	1996	current*	No	1520-510X
67	JACS Au <sup>1</sup>	2021	current*	Yes	2691-3704
68	Journal of Agricultural and Food Chemistry	1996	current*	No	1520-5118
69	Journal of Chemical & Engineering Data	1996	current*	No	1520-5134
70	Journal of Chemical Education	1924	current*	No	1938-1328
71	Journal of Chemical Information and Modeling	1996	current*	No	1549-960X
72	Journal of Chemical Theory and Computation	2005	current*	No	1549-9626
73	Journal of Medicinal Chemistry	1996	current*	No	1520-4804
74	Journal of Natural Products	1996	current*	No	1520-6025
75	Journal of Proteome Research	2002	current*	No	1535-3907
76	Journal of the American Chemical Society	1996	current*	No	1520-5126
77	Journal of the American Society for Mass Spectrometry	1990	current*	No	1879-1123

	Publication Title	Full Text from	Full Text till	Open Access journal	e-ISSN
78	Langmuir	1996	current*	No	1520-5827
79	Macromolecules	1996	current*	No	1520-5835
80	Molecular Pharmaceutics	2004	current*	No	1543-8392
81	Nano Letters	2001	current*	No	1530-6992
82	Organic Letters	1999	current*	No	1523-7052
83	Organic Process Research & Development	1997	current*	No	1520-586X
84	Organometallics	1996	current*	No	1520-6041
85	Photon Science (new in 2025)	2025	current*	Yes	2998-8799
86	Polymer Science & Technology (new in 2025)	2025	current*	Yes	2997-3279
87	Precision Chemistry	2023	current*	Yes	2771-9316
88	The Journal of Organic Chemistry	1996	current*	No	1520-6904
89	The Journal of Physical Chemistry A	1996	current*	No	1520-5215
90	The Journal of Physical Chemistry B	1996	current*	No	1520-5207
91	The Journal of Physical Chemistry C	1996	current*	No	1932-7455
92	The Journal of Physical Chemistry Letters	2010	current*	No	1948-7185

\*Online access in the *Full Text till* column marked as current shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the License Agreement.

4.2. Weekly magazine *Chemical & Engineering News* (eISSN 2474-7408), renamed *C&EN Global Enterprise* and which covers topics on science, technology, business, industry, government, policy, education, employment related with aspects of the chemistry field, is now included in the All Publications Package.

5. The corresponding authors of the LMBA Authorised Institutions indicated in Part III herein, shall have the ability to publish unlimited number of articles for the years 2026-2028 as Open Access under Supplier's Read & Publish Program. Under the program, Supplier grants reward publishing unlimited tokens (Tokens) based on the cumulative annual Web journal subscription Access Fee, which Authorised Institutions may use (via its explicit approval) to make an accepted article that was submitted by a corresponding author from the respective Authorised Institution publish as Open Access. Tokens should be used on a first ordered, first approved basis. The program is based upon and directly tied to the continued subscription by an Authorised Institution to the All Publications Package of the research database *ACS Web Editions*. Discontinuation of the aforesaid subscription or termination of the License Agreement, for whatever reason, shall also terminate the Read & Publish Program benefit. For clarity, to have an article to qualify to be published as Open Access under Supplier's program, a 1) corresponding author must identify at the time of submission as the individual who is to communicate with Supplier through the peer review process; 2) corresponding author must be an Authorised User, and 3) corresponding author must indicate affiliation to a LMBA

Authorized Institution by identifying that member Institution by way of a dropdown menu during the online manuscript submission process and must be utilizing a current email address extension that is directly associated to the respective member Institution.

6. The Authorized Users of the LMBA Authorized Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *ACS Web Editions* from **1 January 2026 through 31 December 2028 (with possibility to opt out in case no funding will be available 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. ACS shall use reasonable efforts to ensure that total downtime will not exceed 2% per month. The 2% downtime includes periodic unavailability due to maintenance of the platform, the installation or testing of software, the loading of additional content, and downtime related to the failure of equipment or services. Service interruption due to suspicious or suspect user downloading shall not be included in the 2% downtime calculation. Should total downtime exceed 2% per month, Supplier shall grant additional access for as many days as access was interrupted beyond the aforementioned 2% downtime after expiration of the License Agreement. If the License Agreement is renewed, then ACS will provide credit based on this calculation toward the fee for the renewal.
7. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *ACS Web Editions* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
8. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
9. At the request of the Authorized Institutions the Supplier shall make available information about the Licensed Materials in KBART format.

### *III. Authorised Institutions*

10. The online access, including the remote access by the Authorized Users, to the Licensed Materials of the online research database *ACS Web Editions* shall be given to the unlimited number of the concurrent Authorized Users via the IP addresses of the 4 (four) Authorized Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Kaunas University of	7549	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	193.219.32-36.* 193.219.63.*

	Technology			193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64-193.219.170.71 VPN 193.219.170.80-95 VPN 193.219.171.0-193.219.171.7 Wi-Fi 158.129.40-47.*
2.	Vilnius Gediminas Technical University	8902	Saulėtekio al. 14, LT-10223 Vilnius, Lithuania	158.129.192-224.* 193.219.187.32-39 193.219.187.40-47
3.	Vilnius University	24327	Universiteto g. 3, LT-01122 Vilnius, Lithuania	158.129.128.0/24 158.129.129.0/24 158.129.132-140.0/24 158.129.144-152.0/24 158.129.154-161.0/24 158.129.162.1-193 158.129.162.194 (VU VPN) 158.129.162.195-254 158.129.164-166.0/24 158.129.168-170.0/24 158.129.172-173.0/24 158.129.180-183.0/24 193.219.42.0/25 193.219.81.0/27 193.219.81.249/30 193.219.82.224/27 193.219.83.0/24 193.219.86.0/24 (Proxy) 193.219.87.0/24 (Proxy) 193.219.89.0/25 193.219.91.0/25 193.219.94.64/26 193.219.95.128/28 (VU VPN) 193.219.129.128/27 193.219.135.128/29 88.119.140.104 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80-87.* 185.127.2.128/25
4.	State Scientific Research	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	158.129.176.1-254 158.129.177.1-254

	Institute Center for Physical Sciences and Technology			193.219.94.203 193.219.59.1-30 193.219.49.161-166 193.219.52.1-254 193.219.74.198 193.219.56.128-255 193.219.139.240-255 193.219.49.112-119
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11. Any of the IP addresses indicated in Item 10 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 License Agreement.