



Part A (Order Schedule), Part B (Tender for the Services of Subscription to Online Research Database BMJ Journals Online and BMJ Best Practice made by BMJ Publishing Group Limited submitted on 17 October 2023, and Part C (License Terms), below comprise one licence agreement (**Agreement**) between: (1) BMJ Publishing Group Limited, company number 03102371, registered office at BMA House, Tavistock Square, London WC1H 9JR, United Kingdom (**BMJ**); and (2) the **Subscriber** named below, for access to certain of BMJ's publications.

**PART A: ORDER SCHEDULE**

<b>Currency:</b>	Sterling		
<b>Fee:</b>	In each Subscription Year, the Subscriber shall pay the Fee as follows:		
	<b>Subscription Year:</b>	<b>Fee (in GBP, VAT exclusive):</b>	<b>Fee (in GBP, VAT inclusive):</b>
	1 January 2024 - 31 December 2024	95,005.85	101,897.44
	1 January 2025 - 31 December 2025	99,756.15	106,992.31
	1 January 2026 - 31 December 2026	104,743.96	112,341.93
	<b>Total Fee payable:</b>	<b>299,505.97</b>	<b>321,231.68</b>
<b>Payment terms:</b>	The Subscriber shall pay the Fee as follows:		
	<b>Instalment:</b>	<b>Item Description</b>	<b>Due date for invoice:</b>
	1	72% of the Fee for the Subscription Year 1 January 2024 - 31 December 2024	08 December 2023
	2	28% of the Fee for the Subscription Year 1 January 2024 - 31 December 2024	08 December 2023
	3	100% of the Fee for the Subscription Year 1 January 2025 - 31 December 2025	to be agreed by e- mail
	4	100% of the Fee for the Subscription Year 1 January 2026 - 31 December 2026	to be agreed by e- mail
		<b>Total:</b>	<b>321,231.68</b>
	<p>I. The Licensee shall pay BMJ the Fee within 60 days from the date of the invoice issued by BMJ to the Licensee. BMJ will invoice the Licensee on an annual basis with four invoices for the maximum amount in total and the period indicated above. BMJ shall issue only an electronic invoice to the Licensee. BMJ may use any measure 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 <a href="http://www.esaskaita.eu">www.esaskaita.eu</a>.</p> <p>II. No later than 8 December 2023, BMJ shall issue to the Licensee the first invoice in the amount indicated in Instalment 1. Should BMJ fail to issue the invoice to Licensee by 8 December 2023, the Agreement shall be considered terminated for convenience with no liability for either Party. BMJ shall submit other invoices on the dates agreed between the parties by email. Should BMJ fail to issue the invoice to the Licensee by the agreed date, the Agreement shall be considered terminated for convenience with no liability for either Party from the beginning of next year.</p>		
<b>Licensed Material:</b>	In respect of each Consortia Member listed below, the Licensed Material shall include the corresponding listed publications:		
	<b>Consortia Member:</b>	<b>Licensed Material:</b>	<b>Format:</b>



	1	Lithuanian University of Health Sciences	BMJ Journals Online Collection (including those titles listed in section 4.1 of Annex 2 of Part B).	Online only
	2	Vilnius University	BMJ Best Practice	Online only
			BMJ Journals Online Collection (including those titles listed in section 1.1.2 of Annex 2 of Part B).	Online only
<b>Subscriber:</b>	<b>LITHUANIAN RESEARCH LIBRARY CONSORTIUM</b> , whose registered office is at Saulėtekio Ave. 14, LT-10223 Vilnius, Lithuania. Subscriber contact email address: @lnb.lt			
<b>Subscription Commencement Date:</b>	1 January 2024			
<b>Subscription Site(s):</b>	The addresses set out in Part B.			
<b>Subscription Term:</b>	3 years from the Subscription Commencement Date.			
<b>Consortia Members:</b>	Where the Subscriber is contracting on behalf of a consortia (i.e. an association of two or more organisations who have agreed that the Subscriber named above can represent them), Consortia Members shall mean the following entities:			
	<b>Name of Consortia Member</b>	<b>Consortia Member Subscription Site address</b>	<b>Consortia Member IP address(es)</b>	
	Lithuanian University of Health Sciences	Eivenių g. 6, LT-50162 Kaunas, Lithuania	193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 195.182.67.242	
	Vilnius University	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.*
<b>2025 Opt-Out:</b>	<p>I. A Consortia Member may opt out of participating in this Agreement with effect from 1 January 2025 (such right, the <b>2025 Opt-Out</b>). To exercise this right, BMJ must receive thirty (30) days' prior written notice from the Subscriber (on behalf of any relevant Consortia Member(s)) specifying the name(s) of those Consortia Members who wish to exercise the right.</p> <p>II. Where the 2025 Opt-Out is exercised:</p> <p>A. those Consortia Members named in the notice shall be deemed to be excluded from this Agreement with effect from and including 1 January 2025 and, for the avoidance of any doubt, those Consortia Member(s) shall not be entitled to exercise any of the rights, licences or other benefits described in this Agreement with effect from and including that date except for any perpetual access granted under this Agreement and any rights, licences or other benefits linked to perpetual access as granted under this Agreement;</p> <p>B. for the avoidance of any doubt, this Agreement shall remain intact for all other non-exercising Consortia Members (and their access to the Licensed Material shall remain unaffected); and</p> <p>C. the amount of Instalment 3 (the second Subscription Year 1 January 2025 - 31 December 2025) and Instalment 4 (the third Subscription Year 1 January 2026 - 31 December 2026) payable by the Subscriber shall be revised so as to include a deduction to reflect the removal of that Consortia Member's proportion of the Fee as specified in Annex 1 of Part B.</p>		
<b>2026 Opt-Out:</b>	<p>I. A Consortia Member may opt out of participating in this Agreement with effect from 1 January 2026 (such right, the <b>2026 Opt-Out</b>). To exercise this right, BMJ must receive thirty (30) days' prior written notice from the Subscriber (on behalf of any relevant Consortia Member(s)) specifying the name(s) of those Consortia Members who wish to exercise the right.</p> <p>II. Where the 2026 Opt-Out is exercised:</p> <p>A. those Consortia Members named in the notice shall be deemed to be excluded from this Agreement with effect from and including 1 January 2026 and, for the avoidance of any doubt, those Consortia Member(s) shall not be entitled to exercise any of the rights, licences or other benefits described in this Agreement with effect from and including that date except for any perpetual access granted under this Agreement and any rights, licences or other benefits linked to perpetual access as granted under this Agreement;</p> <p>B. for the avoidance of any doubt, this Agreement shall remain intact for all other non-exercising Consortia Members (and their access to the Licensed Material shall remain unaffected); and</p> <p>C. the amount of Instalment 4 (the third Subscription Year 1 January 2026 - 31 December 2026) payable by the Subscriber shall be revised so as to include a deduction to reflect the removal of that Consortia Member's proportion of the Fee as specified in Annex 1 of Part B.</p>		
<b>BMJ signature:</b>	<p>DocuSigned by:</p> <p>.....</p> <p>30/11/2023 ..... Date</p> <p>Title: <b>CHIEF FINANCIAL OFFICER</b> for and on behalf of BMJ Publishing Group Limited</p>		
<b>Subscriber signature:</b>	<p>DocuSigned by:</p> <p>N</p> <p>4/12/2023 ..... Date</p> <p>Title: <b>PRESIDENT</b> for and on behalf of the Subscriber</p>		

**PART B: TENDER FOR THE SERVICES OF SUBSCRIPTION TO ONLINE RESEARCH DATABASE BMJ JOURNALS ONLINE AND BMJ BEST PRACTICE MADE BY BMJ PUBLISHING GROUP LIMITED SUBMITTED ON 17 OCTOBER 2023**

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  
*BMJ JOURNALS ONLINE COLLECTION AND BMJ BEST PRACTICE***

17 October 2023

(Date)

London

(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>	BMJ Publishing Group Limited
The name, surname and position of the person responsible for the availability of the access	Sales Director - Academic & Research
Phone	+44 (0) 2036 555 807
E-mail	<a href="mailto:info@bmj.com">info@bmj.com</a>

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 2024**

Item No.	Type of proposed services	Price in GBP, VAT exclusive	Price in GBP, VAT inclusive <sup>1</sup>
1.	The services of subscription to the online research database <i>BMJ Journals Online Collection</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2024 till 31 December 2024:		
1.1	Lithuanian University of Health Sciences	40,811.40	42,851.97
1.2	Vilnius University	40,811.40	42,851.97
2	The services of subscription to the online research database <i>BMJ Best Practice</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2024 till 31 December 2024: Vilnius University	13,383.06	16,193.50
	<b>TOTAL for 2024:</b>	<b>95,005.86</b>	<b>101,897.44</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 2025

Item No.	Type of proposed services	Price in GBP, VAT exclusive	Price in GBP, VAT inclusive <sup>2</sup>
1.	The services of subscription to the online research database <i>BMJ Journals Online Collection</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:		
1.1	Lithuanian University of Health Sciences	42,851.97	44,994.57
1.2	Vilnius University	42,851.97	44,994.57
2	The services of subscription to the online research database <i>BMJ Best Practice</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2025 till 31 December 2025: Vilnius University	14,052.21	17,003.17
	<b>TOTAL for 2025:</b>	<b>99,756.15</b>	<b>106,992.31</b>

### Year 2026

Item No.	Type of proposed services	Price in GBP, VAT exclusive	Price in GBP, VAT inclusive <sup>3</sup>
1.	The services of subscription to the online research database <i>BMJ Journals Online Collection</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:		
1.1	Lithuanian University of Health Sciences	44,994.57	47,244.30
1.2	Vilnius University	44,994.57	47,244.30
2	The services of subscription to the online research database <i>BMJ Best Practice</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2026 till 31 December 2026: Vilnius University	14,754.82	17,853.33
	<b>TOTAL for 2026:</b>	<b>104,743.96</b>	<b>112,341.93</b>
	<b>TOTAL for 2024-2026:</b>	<b>299,505.97</b>	<b>321,231.68</b>

Total price of the Tender, VAT inclusive – 321,231.68 GBP.

This amount includes all costs and all taxes, as well as the VAT which is equal to 21,725.71 GBP. The VAT rate is 5% for BMJ Journals and 21% for BMJ Best Practice.

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

3.1. Instalment 1 – from 1 January 2024 till 31 December 2024 – 73,366.16 GBP (VAT inclusive), which represents 72 percent of the amount indicated in the Tender as payable for the year 2024;

<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.



3.2. Instalment 2 – from 1 January 2024 till 31 December 2024 – 28,531.28 GBP (VAT inclusive), which represents 28 percent of the amount indicated in the Tender as payable for the year 2024;

3.3. Instalment 3 – from 1 January 2025 till 31 December 2025 – 106,992.31GBP (VAT inclusive)

3.4. Instalment 4 – from 1 January 2026 till 31 December 2026 – 112,341.93 GBP (VAT inclusive)

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

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

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

7. The following documents are enclosed to the Tender:

No	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	4
2.	ESPD	24
3.	The Supplier's Oath Declaration	3
4.	The Supplier's Declaration (Sanction)	1

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
	Not applicable

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

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

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

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

Name, surname	Position
	Chief Executive Officer
	Chief Financial Officer
	Global Commercial Director

(Signature)

Global Commercial Director

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

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

**TECHNICAL SPECIFICATION**

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH  
DATABASES  
BMJ JOURNALS ONLINE COLLECTION AND BMJ BEST PRACTICE**

*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 databases *BMJ Journals Online Collection* and *BMJ Best Practice* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be , Manager of Databases:  
E-mail: [@lmba.lt](mailto:info@lmba.lt); phone: +370 615 87104  
Lithuanian Research Library Consortium  
Saulėtekio ave. 14  
LT-10223 Vilnius  
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

*II. Requirements for the scope of the services*

4. The Authorised Users of the LMBA Authorised Institutions shall have access to the Licensed Materials of the online research databases
  - 4.1. *BMJ Journals Online Collection* consisting of:
    - 1.1.1. The *BMJ (British Medical Journal)*, online ISSN 1468 5833, full text online available from October 1840 (first issue) to current<sup>4</sup>.
    - 1.1.2. Collection's journals

Journal Title	Online ISSN	Full Text from	Full Text until
ADC: Education & Practice	1743-0593	2004	Current*
ADC: Fetal & Neonatal	1468-2052	Jan 1994	Current*
Annals of the Rheumatic Diseases	1468-2060	Jan 1939	Current*
Archives of Disease in Childhood	1468-2044	Jan 1926	Current*
BMJ Evidence-Based Medicine	2515-4478	Jan 2000	Current*
BMJ Innovations	2055-642X	2015	Current*
BMJ Leader	2398-631X	2017	Current*

<sup>4</sup> Online access 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 Licence Agreement.

BMJ Military Health	2633-3775	2013	Current*
BMJ Quality & Safety	2044-5423	Mar 1992	Current*
BMJ Sexual & Reproductive Health	2515-2009	Apr 2000	Current*
BMJ Supportive & Palliative Care	2045-4368	Apr 2011	Current*
British Journal of Ophthalmology	1468-2079	Jan 1917	Current*
British Journal of Sports Medicine	1473-0480	Jan 1964	Current*
Emergency Medicine Journal	1472-0213	Mar 1984	Current*
European Journal of Hospital Pharmacy	2047-9956	Feb 2012	Current*
Evidence-Based Nursing	1468-9618	Jan 1998	Current*
Frontline Gastroenterology	2041-4145	Apr 2010	Current*
Gut	1468-3288	Mar 1960	Current*
Heart	1468-201X	Jan 1939	Current*
Injury Prevention	1475-5785	Mar 1995	Current*
International Journal of Gynecological Cancer	1525-1438	Jan 2019	Current*
Journal of Clinical Pathology	1472-4146	Nov 1947	Current*
Journal of Epidemiology & Community Health	1470-2738	Jan 1947	Current*
Journal of Medical Ethics	1473-4257	Apr 1975	Current*
Journal of Medical Genetics	1468-6244	Sep 1964	Current*
Journal of NeuroInterventional Surgery	1759-8486	Jul 2009	Current*
Journal of Neurology, Neurosurgery & Psychiatry	1468-330X	May 1920	Current*
Medical Humanities	1473-4265	Jun 2000	Current*
Occupational and Environmental Medicine	1470-7926	Jan 1944	Current*
Practical Neurology	1474-7766	Oct 2001	Current*
Regional Anesthesia & Pain Medicine	1532-8651	Jan 2019	Current*
Sexually Transmitted Infections	1472-3263	Jan 1925	Current*
Thorax	1468-3296	Mar 1946	Current*
Tobacco Control	1468-3318	Mar 1992	Current*

\*Online access in the *Full Text until 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.

#### 4.1.3 Non-collection's journals

Journal Title	Online ISSN	Full Text from	Full Text until
BMJ Case Reports	1757-790X	Nov 2008	Current*
Drug and Therapeutics Bulletin	1755-5248	Apr 1962	Current*
The BMJ	1756-1833	Oct 1840	Current*

\*Online access in the *Full Text until 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 Database *BMJ Best Practice*. Content: Evidence-based information about over 1000 most common medical problems to be used by clinicians before, during, or after a patient consultation, combining expert opinion with Evidence and Guidelines with links to full drug information in a structured and step-by-step approach. The conditions cover primary and secondary care and are of primary interest to GPs, Hospital Doctors, Junior Doctors, Medical Students but also Pharmacists, Nurses and Researchers

- The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research databases *BMJ Journals Online Collection* and *BMJ Best Practice* from the **1 January 2024 till 31 December 2026 (with possibility to opt out in case no funding will be available for 2025 and/or 2026)**, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier.

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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.

3. 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 databases *BMJ Journals Online Collection* and *BMJ Best Practice*. Content shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
4. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
5. At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.

### III. Authorised Institutions

6. Access to the Licenced Materials listed in the Item 4 shall be given to the Authorized Users of the Authorised institutions listed in the Item 10 by allocating as follows:

Databases	Authorised Institutions
<i>BMJ Journals Online Collection</i>	1. Lithuanian University of Health Sciences 2. Vilnius University
<i>BMJ Best Practice</i>	1. Vilnius University

7. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research databases *BMJ Journals Online Collection* and *BMJ Best Practice* shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lvb.lt>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 2 (two) Authorised Institution – member of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Lithuanian University of Health Sciences	7780	Eiveniu g. 6, LT-50162 Kaunas, Lithuania	193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 195.182.67.242
2.	Vilnius University	23181	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.*
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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 Licence Agreement.

#### PART C: LICENCE TERMS

1. **Definitions** In addition to the terms defined in Part A, the following defined terms are used in this Agreement:  
**Agreement:** this document including any schedules and any properly executed variations or addenda.  
**Authentication Method:** the means of user authentication determined by BMJ and through which access to Licensed



Material is permitted which may include IP address authentication, access token and user registration.

**Authorised Users:** employees, independent contractors and/or students of the Subscriber (or where the Subscriber is contracting on behalf of a consortia, of each Consortia Member) who are authorised by the Subscriber to have access to the Licensed Material from a Subscription Site. Authorised Users includes Walk-In Users.

**DP Laws:** the UK General Data Protection Regulation, the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications Regulations 2003 and all other applicable laws (each as amended or replaced from time to time) and the terms **process**, **data subject** and **personal data** shall have the meanings as defined in the DP Laws.

**Parties:** BMJ and the Subscriber. **Party** shall mean either of them.

**Subscription Year:** each 12-month period of the Subscription Term.

**Walk-In User:** a visitor to a Subscription Site who is permitted to access the Subscriber's (or where applicable a Consortia Member's) information services as a result of their physical location within that Subscription Site

**Website:** the BMJ controlled website(s) and/or mobile applications upon which the Licensed Material is displayed.

**Website Terms:** the terms and conditions and privacy notices which govern the use of that Website.

2. **Interpretation** Any words following the terms *including, such as, in particular, for example* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
3. **Licence** In consideration of receipt of the Fee, BMJ grants the Subscriber a non-exclusive, non-transferable licence for the Subscription Term to permit Authorised Users to access the Licensed Material on the Website via the Authentication Method. Walk-In Users shall not be permitted to access Licensed Material remotely.
4. **Intellectual Property** BMJ holds all the intellectual property rights in the Licensed Material. BMJ reserves the right to withdraw from the Licensed Material, any item or part of an item for any reason including where it no longer retains the right to publish, or where it has reasonable grounds to believe the content is unlawful, infringing, false, harmful, or defamatory. The Subscriber shall not have any claim of ownership of any intellectual property rights in the Licensed Material by reason of the licence granted above or use by its Authorised Users of the Licensed Material.
5. **Perpetual Rights** Where Licensed Material includes BMJ journals content (but excluding Case Reports and Drug Therapeutic Bulletin or 'DTB'), BMJ grants to the Subscriber, a non-exclusive, royalty-free licence to permit Authorised Users to access *in perpetuity* those BMJ journal articles included in the Licensed Material which are *published during the Subscription Term*. The means by which the Subscriber shall have such perpetual access shall be in a manner determined by BMJ but shall be in electronic form. Where any Licensed Material for which perpetual access is granted is sold or where BMJ no longer retains the rights to such material, BMJ shall use its reasonable efforts to ensure that the purchaser or subsequent holder of the rights (as the case may be) will provide ongoing access to the affected articles. Perpetual rights shall not extend to any Licensed Material that is not a BMJ journal or any portion of journal material that has been expunged from the archive, removed pursuant to clause 4 above, damaged or sold. Should any back issues (or archival content) of any journal be accessible to Authorised Users during the Term, these shall not be part of the Subscriber's perpetual access rights.
6. **Terms of Use**
  - 6.1. *Website terms and conditions.* Access to the Licensed Material by Authorised Users is subject to their compliance with the Website Terms. If an Authorised User fails to abide by the Website Terms, BMJ reserves the right to suspend or terminate such Authorised User's access immediately without liability.
  - 6.2. *Third party materials.* Where Licensed Material includes content published by a third party, the Subscriber acknowledges that Authorised Users shall be subject to that third party's terms and conditions in relation to access and use of the third party material.
  - 6.3. *Accessibility.* The Subscriber may transcribe any portion of the Licensed Material into braille or enlarged type for Authorised Users who are visually impaired.
  - 6.4. *Personal use.* Each Authorised User is permitted to download and use the Licensed Material only for that Authorised User's individual use in accordance with this Agreement.
  - 6.5. *Interlibrary loan and course packs.* Where the Subscriber is an academic institution its Authorised Users may:
    - 6.5.1. deliver single articles from BMJ Journals to fulfil requests from academic or other non-commercial libraries located in the Subscriber's country as part of Interlibrary Loan; and
    - 6.5.2. may incorporate a limited number of BMJ journal articles or abstracts from the Licensed Material in electronic course packs or other educational materials solely for the benefit of those Authorised Users. Each such use must carry acknowledgement of the source, title, author and publisher.
  - 6.6. *Open Access Materials.* Where Licensed Material includes journal articles stated to be "Open Access", Authorised Users may reuse such articles subject to the terms of the Creative Commons Attribution licence referred to in the article.
  - 6.7. *Prohibited use.* Use of the Licensed Material for commercial purposes is prohibited under this Agreement. Commercial purposes include:
    - 6.7.1. copying or downloading any of the Licensed Material or linking to the Licensed Material for further redistribution, sale or licensing, for a fee;
    - 6.7.2. including any of the Licensed Material in other work that is then made available for sale or licensing for a fee;
    - 6.7.3. copying, downloading or posting any Licensed Material on a site or service that incorporates advertising with such



- content;
- 6.7.4. using the Licensed Material for promotional or advertising purposes, whether direct or indirect, whether for a fee or otherwise e.g. distribution by or on behalf of pharmaceutical organisations; or
  - 6.7.5. using the Licensed Material for the purposes of monetary gain by means of sale, resale, license, loan, hire, transfer or any other form of commercial exploitation.
- 6.8. In addition to the above, the Subscriber and Authorised Users **must not**:
- 6.8.1. create derivative works of the Licensed Material (or make any translation);
  - 6.8.2. remove, obscure, or change an author's name or affiliation, BMJ's or its licensor's copyright notices, policies, disclaimers, terms or other means of identification;
  - 6.8.3. systematically download or print any part of the Licensed Material;
  - 6.8.4. knowingly permit anyone other than Authorised Users to access or use the Licensed Material;
  - 6.8.5. include, mount or distribute any of the Licensed Material in other works (other than legally permitted quotations with an appropriate citation);
  - 6.8.6. use any web crawler or similar technology to index the Licensed Material; or
  - 6.8.7. provide or make available by electronic means to any third party who is not an Authorised User paper or electronic copies of any part of the Licensed Material.
- 6.9 Subscriber agrees to make all reasonable efforts to ensure licenced content is used in accordance with this Agreement, and provides secure networks and policies to support appropriate usage. Subscriber will not be held responsible or liable for the actions of authorised users in their interactions with AI and LLMs using the licensed content. BMJ and Subscriber both acknowledge the unique challenges and complexities around controlling user behaviour and rapidly emerging technologies such as AI and LLMs and commit to mutual support in developing policies and protocols for both parties' benefit provided that, where a specific abuser of BMJ's Website Terms and/or BMJ's *Text and Data Mining (TDM) Policy* (as updated from time to time, a copy of which is currently available at <https://www.bmj.com/company/legal-information/terms-conditions/legal-information/tdm-licencepolicy/>) is identified by BMJ, BMJ shall have the right to withhold, suspend or terminate all or any portion of that relevant Authorised User's (or their Consortia Member's) access to the Licensed Material, without liability.
7. **Subscriber's obligations**
- 7.1. The Subscriber agrees to:
- 7.1.1. use its best endeavours to procure that Authorised Users are notified of, and comply with the Website Terms and any disclaimers which appear on a Website;
  - 7.1.2. undertake and maintain all reasonable security measures, necessary authentication and verification processes to ensure that only Authorised Users can access the Licensed Material and shall terminate any unauthorised access of which it becomes aware;
  - 7.1.3. provide BMJ with the information BMJ reasonably requires to set up access via the Authentication Method (including, where applicable, internet protocol addresses). **BMJ is not obliged to provide access to the Licensed Material unless and until it is in receipt of such information;** and
  - 7.1.4. pay the Fee in the Currency in accordance with the payment terms set out in this Agreement.
- 7.2. If it becomes aware of any intellectual property infringement or unauthorised access to the Licensed Material, the Subscriber shall notify BMJ immediately and cooperate fully with BMJ in its investigation of such infringement or unauthorised access. If the specific abuser(s) cannot be identified or stopped, BMJ has the right to withhold, suspend, or terminate access to all or any portion of the Licensed Material, without liability.
8. **Subscriber's Liability** Subscriber shall be liable for any act or omission by an Authorised User (or where Subscriber is contracting on behalf of a consortia, a Consortia Member) which, had such act or omission been by Subscriber, would be a breach of the terms of this Agreement. Where the Subscriber is contracting on behalf of a consortia, it warrants that it has the express written consent of all Consortia Members to enter into this Agreement and sign it on their behalf.
9. **Print materials** Where included in the Licensed Materials, print versions of BMJ journals will be delivered to the address(es) specified in Part A or as otherwise agreed in writing. The costs of delivery are included in the Fee. Unless otherwise agreed in writing, BMJ will deliver all issues printed during the Subscription Term starting with the issue current on the Commencement Date. BMJ will make every effort to deliver the print versions of BMJ journals within 30 days of each publication, but cannot be held responsible for postal or customs delays. Any claims for non-delivery must be notified in writing to Customer Services or by email to [support@bmj.com](mailto:support@bmj.com) as soon as possible and any claim notified later than three months after the publication date of the relevant issue will not be upheld where BMJ has evidence that the Licensed Materials were despatched.
10. **Fee and payment**
- 10.1. The Fee is due and payable by Subscriber (or its authorised representative) in the Currency in accordance with the payment terms stated in Part A and B above. Where the Licensed Material includes a print publication for delivery overseas, the Subscriber may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Subscriber. BMJ has no control over these charges and cannot predict what they may be.
- 10.2. Submission of an order by the Subscriber for the subscription referred to in this Agreement may be taken on BMJ's behalf



by a third party agent authorised by BMJ. Where applicable, payment of the Fee may also be made to such BMJ agents. Subscriber is responsible for ensuring any third party authorised to make payments on its behalf shall promptly pay BMJ (or BMJ's authorised agent) the full amounts due under this Agreement.

11. **Technical access** BMJ will not have any liability should a Website become unavailable or access to a Website become slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of server requests, network failures or delays, or any other cause which may from time to time make a Website slow, incomplete or inaccessible to Authorised Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the Subscriber has notified BMJ about the lost access) and excluding any period of planned technical maintenance or repairs, BMJ shall pay the Subscriber a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to BMJ. 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 Subscriber or any Authorised Institution or Authorised User.
12. **Termination**
- 12.1. Subject to clause 12.5, and unless otherwise terminated in accordance with this termination clause, access to the Licensed Material under this Agreement shall be provided for the Subscription Term. Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry. Either Party may terminate this Agreement if the other Party becomes insolvent, subject to receivership, liquidation or similar external administration.
- 12.2. BMJ may terminate this Agreement where an act or omission by the Subscriber or an Authorised User gives rise to a material or persistent breach of any term of this Agreement or any term of the Website Terms which (if capable of remedy) the Subscriber fails to remedy within 30 days of notification in writing from BMJ; or if the Subscriber defaults on making payment of the Fee or any applicable renewal fee.
- 12.3. The Subscriber may terminate this Agreement where BMJ commits a material or persistent breach of any term of this Agreement (including if the License was awarded to BMJ 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); if the Agreement has been subject to a substantial modification as prescribed in article 89 of the Law of the Republic of Lithuania on Public Procurement; if BMJ should have been excluded during the procurement procedure) and fails to remedy such breach (if capable of remedy) within 30 days of notification in writing from the Subscriber; If BMJ does not submit an invoice according to the Agreement; if the international sanctions are applied to BMJ according to the Law on International Sanctions of the Republic of Lithuania. Where the Agreement is terminated in accordance with this clause 12.3, BMJ shall reimburse to the Subscriber a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.
- 12.4. Individual Consortia Members may opt-out of participating in the 2025 and/or 2026 Subscription Year(s) by exercising the 2025 Opt-Out or 2026 Opt-Out in accordance with the provisions described in Part A.
- 12.5. Unless BMJ terminates this Agreement for the Subscriber's breach, upon termination or expiry of this Agreement:
- 12.5.1. access by Authorised Users to the Licensed Material (and the right to receive print copies if applicable) shall cease except for any perpetual access granted under this Agreement; and
- 12.5.2. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect.
- Where BMJ terminates this Agreement for the Subscriber's breach, any perpetual access rights shall terminate and access to all Licensed Material by Authorised Users shall cease.
- 12.6. The Subscriber may terminate this Agreement where BMJ commits a material or persistent breach of any term of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of notification in writing from the Subscriber.
13. **Warranty and liability**
- 13.1. BMJ may provide Authorised Users with links to third-party websites. Where such links exist, BMJ excludes all liability for the content of such websites. The Licensed Material is provided on an "as is" basis without any warranties including any as to accuracy, completeness, merchantability, quality of metadata, fitness for purpose or otherwise. Any statements made to the contrary are void.
- 13.2. To the fullest extent permitted by law, BMJ and its licensors expressly exclude any representations, conditions, warranties and other terms which are implied by statute, common law or otherwise.
- 13.3. Licensed Material is not intended to act as a substitute for the professional judgement of a health professional. Use of the Licensed Material is at an Authorised User's own risk.
- 13.4. The Subscriber shall indemnify BMJ and its licensors against any claims, costs, expenses, proceeding, awards and demands made against the BMJ or its licensors by Authorised Users or any other party using the Licensed Material under, or as a result of, the rights granted to the Subscriber in this Agreement.
- 13.5. To the fullest extent permitted by law and other than expressly provided for herein, in no circumstances shall BMJ be liable to the Subscriber, to an Authorised User, or to any party, for any indirect, incidental or consequential losses or expenses arising out of this Agreement or an inability to access the Licensed Material.



- 13.6. Nothing in this Agreement seeks to exclude liability for death or personal injury caused by BMJ's negligence or fraudulent misstatement. If BMJ has any liability under this Agreement, BMJ's aggregate liability shall not exceed the Fee applicable for access to the Licensed Material during the 12-month period preceding any claim or notice of damages.
14. **Usage statistics and data protection**
- 14.1. Anonymised and aggregated usage statistics covering the online usage of all content included in the Licensed Material shall be provided to the Subscriber. Where journals are included in Licensed Material, such usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions, data processing guidelines, usage report content, format, frequency and delivery method.
- 14.2. In accordance with the terms of BMJ's privacy notice (<https://www.bmj.com/company/your-privacy/>), BMJ may make available to the Subscriber personal data pertaining to individual Authorised Users and their usage of the Licensed Materials.
- 14.3. Where personal data is provided by BMJ, the Subscriber undertakes to use the personal data received from BMJ pursuant to clause 14.2 above strictly for the purposes of assessing the usage of the Licensed Materials, recognising and managing continuing professional development, providing accreditation and/or to provide learning support or learning management to its Authorised Users only, and the Subscriber shall not use the personal data in a manner that could unfairly override the interests or fundamental rights and freedoms of the data subjects.
- 14.4. Before receiving any personal data from BMJ pursuant to clause 14.2, the Subscriber shall inform its Authorised Users that their personal data shall be collected by BMJ and shared with the Subscriber and shall provide its Authorised Users with the following information:
- 14.4.1. how the Subscriber shall process the personal data and its purpose(s) for doing so;
- 14.4.2. the identities of any third parties with whom the Subscriber may share the personal data; and
- 14.4.3. any other information required to be provided to the data subject(s) pursuant to applicable law.
- 14.5. Each of BMJ and the Subscriber shall comply fully with all applicable laws relating to data protection and with regard to the collection, processing and use of any personal information about Authorised Users which either Party may obtain by reason of this Agreement and the Subscriber shall provide its full assistance to BMJ to enable BMJ to comply with its obligations pursuant to this clause 14.5.
- 14.6. The provisions of this clause 14 will survive termination or expiry of this Agreement and shall remain in full force and effect so long as the Subscriber directly or indirectly processes any transferred personal data.
15. **Fraud, bribery and corruption** The Subscriber shall notify BMJ immediately if it becomes aware of, or has grounds for suspecting, any fraud or any action, including giving or receiving any financial or other advantage, that may be construed as a bribe under applicable law (**Malpractice**), relating to this Agreement or to the use of the Licensed Material. Without prejudice to any other remedy it may have, if BMJ has grounds for believing that the Subscriber or any of the Authorised Users has committed a fraud or Malpractice relating to this Agreement or the Licensed Material, BMJ may, in its absolute discretion suspend access to the Licensed Material until it has fully investigated and determined whether or not there has been any fraud or Malpractice.
16. **General**
- 16.1. Neither Party shall be liable for failure, default or delay in performing its obligations under this Agreement, caused by a force majeure event such as any act of God, war or threatened war, act or threatened act of terrorism, riot, strike, lockout, fire, flood, drought, tempest or other event beyond the reasonable control of either Party.
- 16.2. BMJ may assign or transfer any of its rights and obligations under this Agreement by giving written notice to the Subscriber. The Subscriber may not assign its rights or transfer its obligations without the prior written consent of BMJ.
- 16.3. Variations to this Agreement are only valid if recorded in writing and signed by 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.
- 16.4. If any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.
- 16.5. No third party shall be entitled to enforce the terms of this Agreement and the Parties hereby exclude any such rights for any third party enforcement.
- 16.6. No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. Any waiver, to be effective, must be in writing and signed by a duly authorised representative of each Party.
- 16.7. Any notice under this Agreement must be in writing and may be delivered or sent by first class post or email to the offices of the relevant Party set out in Part A (or as otherwise notified from time to time) and such notice shall be deemed to have been received upon successful transmission of email (subject to proof) or 7 (seven) days from the date of posting.
- 16.8. Where this Agreement is bilingual, the English language version shall prevail.
- 16.9. To the fullest extent permitted by law, this Agreement constitutes the entire agreement between BMJ and the Subscriber with respect to the Licensed Material and supersedes any prior terms you may have seen or agreed.
17. **Governing law and jurisdiction** This Agreement shall be governed and construed in accordance with the laws of England and Wales. All claims, disputes and actions, relating to access to and use of the Licensed Material shall be determined exclusively by the English courts. For the avoidance of doubt, statutory requirements of Lithuanian Public Procurement laws shall apply.



18. Subscriber will publish the 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/>