

KLUWER LAW INTERNATIONAL B.V.

(Wolters Kluwer Legal & Regulatory U.S., International Group)

General Online Terms & Conditions

For: Mykolas Romeris University & Vilnius University

Signed for and on behalf of
Kluwer Law International B.V.

By

Vice President and General Manager

Date 04/12/2023

Signed for and on behalf of Lithuanian
Research Library Consortium

By

President

Date 04/12/2023

Table of Contents

1. APPLICABILITY	5
2. DEFINITIONS.....	6
3. GENERAL TERMS	7
3.1 Vendors.....	7
4. PURCHASE & PAYMENT TERMS	8
4.1 Pricing	8
4.2 Purchase.....	8
4.3 Payment terms.....	8
4.4 Tax Policy	9
5. DELIVERY TERMS.....	9
5.1 Delivery of Products (print).....	9
5.2 Supply of access to Online Services or Electronic Products.....	10
5.2.1 General.....	10
5.2.2 Free trial.....	10
5.2.3 Licence terms	10
5.2.3.1 GRANT OF LICENCE	10
5.2.3.2 TERM OF LICENCE	10
5.2.3.3 FEES AND PAYMENT CONDITIONS	10
5.2.3.4 TAX	10
5.2.3.5 CONTENT SUPPLY.....	10
5.2.3.6 CONTENT ACCESS.....	11
5.2.3.7 CONTENT OWNERSHIP.....	12
5.2.3.8 AUTHORIZED AND UNAUTHORIZED USE	13
5.2.3.9 LICENSOR WARRANTIES and LIMITATION OF LIABILITY	15
5.2.3.10 CONSEQUENCES OF TERMINATION and TERMINATION ON BREACH	15
5.3 Title and Risk.....	17
5.4 Cancellation policy	17
Online Services and/or Electronic Products	17
Books.....	17
Loose Leafs.....	17

Journals.....	17
5.5 Claims>Returns/Refunds.....	18
5.5.1 Claims.....	18
We accept the following claims. Please contact our Customer Services team if you want to file a claim.	18
Non-receipt: Journal and Loose-leaf supplement claims will be met free of charge if made no later than 3 months after the publication date. Book claims will be met if made no later than 6 weeks of invoice date.....	18
Damaged goods: Claims that books, journals and supplements were damaged at moment of receipt, must be sent within 1 month of receipt including proof /photo. If the claim is acknowledged, a free replacement will be sent.....	18
Missing pages within a supplement: will be met free of charge if made no later than 3 months after publication date. Note: this does not include lost pages or supplements. ...	18
Incorrect goods received: Provide proof (photo) and request for a replacement copy of the correct product.....	18
Incorrect invoice amount: If we have issued an Invoice in error, the Invoice will be credited (or the pro forma cancelled) and a correct document will be issued provided notification and proof of the error is received by KLI within 30 days of the date of issue.	18
5.5.2 Returns.....	18
5.5.3 Refunds	18
6. LEGAL TERMS	18
6.1 Applicable Law and Jurisdiction.....	19
6.2 Termination on breach	19
6.3 Data Protection.....	19
6.4 Anti-Bribery.....	19
6.5 Liabilities – Force Majeure.....	19
6.6 Miscellaneous	20
(i) Headings.....	20
(ii) Enforceability.....	20
(iii) Different entities.....	20
(iv) Validity of these Terms.....	20
7. USEFUL INFORMATION.....	20
7.1 Contact details	20

Compliance	20
Marketing.....	20
Sales	20
Accounts	21
Customer Services	21
8. INFORMATION FOR AUTHORS.....	21
9. TERMS AND CONDITIONS FOR ALL WEBSITE USERS.....	21
9.1 Applicability	21
9.2 Terms of Use of a KLI Website	21
10. CONSUMERS' RIGHT TO WITHDRAW.....	22
10.1 Products.....	22
10.2 Online Services.....	23
10.3. Obligations of the Consumer during cooling-off period.....	23
10.4. Exercise of the right to withdraw during cooling-off period	23
10.5. KLI's obligations in case of withdrawal.....	24
10.6. Quality.....	24

1. APPLICABILITY

The Terms and Conditions established in this document (“Terms”) apply to the purchase of any product or service (in print or digital) provided by **Kluwer Law International B.V.** (“KLI”) as well as to the access and use of KLI Websites, which include but are not limited to:

www.KluwerLawOnline.com (Including the Digital Book Platform)

www.KluwerArbitration.com

www.KluwerCompetitionLaw.com

www.KluwerPLaw.com

www.KluwerTaxLaw.com

Customer Service Contact Information:

Tel: +1 301-698-7100

Email: customer.service@wolterskluwer.com

No other exceptions to these Terms will be accepted and applicability of a Customer’s terms and conditions is hereby expressly refused unless previously and expressly confirmed in writing. Contact details: Wolters Kluwer Legal & Regulatory U.S. – International Group Kluwer Law International B.V. office, the Netherlands (postal address): PO Box 316 2400 AH Alphen aan den Rijn The Netherlands +31 (0) 172 64 1500 Kluwer Law International B.V. Office, Netherlands (visiting address): Zuidpoelsingel 2 2408 ZE Alphen aan den Rijn The Netherlands +31 (0) 172 64 1500 KLI is registered in the Netherlands’ Chamber of Commerce Commercial Register under number 72152618. Our company’s Dutch VAT number is NL-800910333B01. These Terms and Conditions have been updated in October 2020.

Contact details:

Wolters Kluwer Legal & Regulatory U.S. – International Group

Kluwer Law International B.V. office, the Netherlands (postal address):

PO Box 316

2400 AH

Alphen aan den Rijn

The Netherlands

+31 (0) 172 64 1500

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Zuidpoelsingel 2

2408 ZE

Alphen aan den Rijn

The Netherlands

+31 (0) 172 64 1500

KLI is registered in the Netherlands’ Chamber of Commerce Commercial Register under number 72152618. Our company’s Dutch VAT number is NL-800910333B01.

2. DEFINITIONS

- **Agreement:** Any agreement between a Customer and KLI for the delivery of Product(s) and/or Service(s), including the Order Form (if any).
- **Authorized User:** Any natural person who is legally entitled to access a specific KLI Online Service.
- **Consumer:** a Customer who is a natural person acting outside the scope of an economic activity (trade, business, craft, liberal profession).
- **Customer:** any person who purchases any of the Products or Services offered by KLI. We recognize two types of customers that may or may not have similar purchase conditions: Customer is a legal person (B2B) and Customer is a Consumer (B2C).
- **Electronic Product:** any Product offered in electronic form.
- **Invoice:** a document issued by (or on behalf of) KLI stating the payment, delivery, transport and other relevant conditions relating to a purchase as agreed between the Customer and KLI.
- **Invoice (pro forma):** is an invoice for payment in advance as a pre requisite for the purchase to become valid. A Pro Forma invoice becomes a document of title only when paid in full.
- **KLI Website:** is a collection of related web pages, including multimedia content, typically identified with a common domain name. A KLI website may be accessible via a public Internet Protocol (IP) network, such as the Internet, or a private local area network (LAN), by referencing a uniform resource locator (URL) that identifies the website. A KLI Website is always owned and operated by KLI.
- **Licensee:** A Customer who has purchased an Online Service and is entitled to Online Access.
- **Licence Fee:** the fee for accessing an Online Service as agreed (in the Order Form).
- **Licensed Material/ Content:** any content owned and provided by KLI to Licensee included in the Online Service or Electronic Product as per the Agreement, that may include optional tools or service(s) and to which the Licensee is entitled to have access by means of an Agreement;
- **Online Access:** the access to the Licensed Material offered as the "Online Licensed Material" by KLI through the Internet. A Customer may have the following Online Access methods:

Access Methods available for KLI's Services	
<i>Kluwer Law Online</i>	<i>Kluwer Arbitration, Kluwer IP Law, Kluwer Competition Law, PE+, Kluwer International Tax Law</i>
IP recognition (anonymous)	IP recognition (anonymous)
User ID/password	User ID/password
Shibboleth/OpenAthens	IP Prompt (IP recognition combined with User ID/pwd)
EZ Proxy	SSO (NB: there is a waiting list); only if agreed with WK/KLI
Referrer URL	Referrer URL

- **Order Form:** The Tender for the Subscription to the Online Research Database KLUWER LAW ONLINE, submitted by Kluwer on 14 November 2023, by which Kluwer offered a Product or a Service in agreement with KLI and subject to the relevant applicable purchase, payment, delivery, access and legal terms as outlined in these Terms. Order Form shall prevail in a case of ambiguity with Terms.
- **Online Service:** A combination of bundled data, information, services and tools, including but not limited to the Licensed Material, offered by KLI over the internet, specified in the Agreement and to which a Licensee subscribes or an Authorized User has access to.

- **Price/Fees:** the fee as indicated in Order Form given in exchange for the Products or Services. Whether a specific Price or Fee includes VAT or not will be clearly stated in the relevant communication.
- **Product:** any of the items within KLI's portfolio, offered in print and/or electronic form, with the exception of any Online Service.
- **Renewal Date:** an anniversary of the Start Date as specified in the Agreement.
- **Renewal Fee:** the fee agreed between the Customer and KLI to be paid for a renewal of the Customer's subscription to an Online Service.
- **Service:** any service that KLI provides to Customer pursuant to an Agreement. Service may include but is not limited to Kluwer Law Online, Kluwer Arbitration, Kluwer IP Law, Kluwer Competition Law and Kluwer International Tax Law.
- **Service Downtime:** a period when a Service is unavailable for all users. The unavailability is the proportion of a time-span that a Service is unavailable or offline for all users. This is usually a result of the Service failing to function because of unplanned outage, or because of routine maintenance (planned outage), generally planned during weekends. The common reasons for unplanned outages are system failures (such as a crash) or communications failures (network outage). Downtime is measured from the time Licensee reports the event until the time the Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond KLI's control; problems with Licensee or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Licensee errors; or Licensee-caused security incident or Licensee security testing.
- **Service Maintenance:** includes
 - (i) any planned outages taking reasonable periods for installation of Updates so long as such installation is undertaken during weekends, between the hours of 8:00 pm and 7:00 am GMT on business days, or at such other time as may be provided by Licensor upon at least 5 days' prior written notice to Licensee;
 - (ii) any denial of service attacks or other Downtime outside the reasonable control of Licensor;
 - (iii) Downtime that arises out of actions or omissions of Licensee; and/or
 - (iii) any Downtime that arises out of Licensee's use of its own hardware or software or network with the Service which is not part of the functionality of the Service.
- **Service Outage:** means the planned unavailability or temporary de-rating, restriction of use or reduction in performance of the services for any reason, including technical inspections, tests, repairs or maintenance, which results in a partial or total interruption of the services.
- **Site:** the physical location(s) or address(es) at which the Licensed Material will be used as per the Agreement, or in default thereof the Customer's principal place of establishment.
- **Start Date:** the date indicated as such on the Invoice or otherwise in the Agreement on which the Customer's purchased subscription to a Product or Online Service takes effect.
- **VAT:** Value added tax.
- **Website User:** any person who lands in any of the Online Services or KLI Websites. Any Website User is bound by the terms and conditions as specified in [clause 9](#) of these Terms and by any valid applicable regulations.

3. GENERAL TERMS

3.1 Vendors

KLI has entered into various agreements with different vendors for the fulfilment of a number of activities relating to the execution of an Agreement. By purchasing any Product or Service, the Customer acknowledges and accepts that vendors other than KLI may be responsible for performing part of the Agreement.

4. PURCHASE & PAYMENT TERMS

4.1 Pricing

The agreed price shall be stated in the Agreement and in Invoice. Where applicable, VAT will be charged according to applicable rules on the date of the Invoice.

Prices quoted for unavailable products are for information only and are subject to change.

4.2 Purchase

An Agreement comes in effect after signing of Terms by both parties. Once an Agreement is effective, KLI will deliver the agreed Product/Service to the Customer, as well as one or more Invoices, as applicable. When agreed so, delivery may be subject to advance payment, for which KLI will issue an Invoice.

If the purchased print product is not available, the order will be placed on back order, meaning that KLI will deliver the Product when available.

4.3 Payment terms

KLI accepts the following payment methods:

Bank wire to one of our currency-related bank accounts. Payments can be done in EUR, GBP or USD depending on the Customer's bill to address location (GBP only for UK, USD only for North and Latin America & Canada, EUR for Europe and RoW).

Credit Card (Master Card, VISA, AMEX): Please note that credit card statements may display the processing party's name rather than KLI's name.

Please note that as per 1 January 2021 cheques are no longer accepted for payment.

The applicable payment terms as indicated in Order form shall be stated on the invoice. For questions regarding payment terms and conditions please contact our [customer services](#) team.

Payment of the Price and applicable VAT shall be due and owing within 60 days of the date of the Invoice unless longer term stated on the Invoice.

No later than by 8 December 2023 KLI shall issue to the Customer the first invoice in the amount indicated in Item 3, Order Form (THE TENDER) as payable for the year 2024. If KLI fails to issue the invoice to Customer at a fixed date, it shall be considered that KLI has refused to provide the service and therefore he shall lose his right to receive the payment and the Agreement shall be considered as automatically terminated. In such case KLI shall lose his right to the reimbursement of any losses.

KLI shall submit other invoices on the dates agreed between the parties by email. If the submission of the invoice on the agreed deadlines is overdue, it shall be considered that KLI has refused to provide the service for that particular year and the Agreement shall be terminated. In such case KLI shall lose his right to the reimbursement of any losses.

A member of the Customer'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 Customer's consortium opts out of this Agreement, such consortium member's Fee will be deducted from the invoice for the year in which such opting out is to be effective.

4.4 Tax Policy

Any and all relevant tax regulations, including VAT rules, shall be applicable to your purchase of a Product and/or Service. Amongst other it is required that appropriate VAT is applied to orders fulfilled from the UK or the Netherlands and that sales (use) tax rules are applied to orders fulfilled from the distribution center in the U.S. Any applied tax shall be clearly itemized on the invoice.

If you are a Customer in Europe and qualify for application of the VAT reverse-charge mechanism, or a Customer in the U.S. and qualify for sales (use) tax-exempt status, or if you have any other tax status that may be applicable, please inform us in advance, when you place your order, and mail your VAT details to our [customer services](#) team.

NOTE: if we do not receive the required information beforehand, your order will be processed as if you do not have any special tax status.

5. DELIVERY TERMS

~~5.1 Delivery of Products (print)~~ (This clause is intentionally deleted)

~~KLI will charge shipping and handling fees for all prepaid and credit card orders for books and loose leafs (main works and supplements). KLI does not offer hand delivery.~~

~~Orders with a shipping address outside the UK, will be charged shipping and handling costs based on the weight of the products with a maximum set at EUR/GBP/USD 35.00. General indication of delivery times, based on the distribution network for individual countries: UK and Europe 4-9 Working Days Middle East 5-10 Working Days Central and South America 8-14 Working Days Africa 8-14 Working Days Asia 8-14 Working Days.~~

~~All book orders are sent with tracking details, expedited shipping is not available.~~

5.2 Supply of access to Online Services or Electronic Products

5.2.1 General

This applies to Customers who are entitled to access any of KLI's Online Services and/or Electronic Products.

5.2.2 Free trial

If the Licensed Material is supplied on a trial-basis for evaluation purposes, Licensee may use the Licensed Material for evaluation during the period agreed, in accordance with these Terms and Conditions and subject to the conditions agreed in advance with KLI. Customers accessing the Service and/or Product on a trial-basis will not receive any invoice.

5.2.3 Licence terms

The Licence Agreement means the agreement between on the one hand KLI ("Licensor") and on the other hand the Customer ("Licensee") and it is at all times subject to the present Terms and Conditions for Subscribers. These Terms and Conditions shall apply on any offer or agreement with the exclusion of any terms and conditions used by the Licensee. Licensee accepts that these Terms may be modified by Licensor from time to time and the Licensor agrees to keep Licensee updated on such modifications. By using the service you implicitly indicate acceptance of these Terms and Conditions and any applicable legal provision (including but not limited to Licensor's copyright notice, disclaimer, privacy policy, etc.).

5.2.3.1 GRANT OF LICENCE

KLI hereby grants to the Licensee a non-exclusive, non-transferable Licence to access and use the Licensed Material at the Site, in accordance with the Agreement.

5.2.3.2 TERM OF LICENCE

The Licence shall remain in force for the period of time stated in the Agreement, as agreed between KLI and Licensee. The Term of the Licence will start on the Start Date.

5.2.3.3 FEES AND PAYMENT CONDITIONS

If payment of the Fees has not been received by KLI according to the payment conditions stated on the Invoice, Licensee will be in default without any further notice being required.

KLI reserves the right to withhold delivery of the Licensed Material and any updates thereof until all outstanding fees and costs are paid.

5.2.3.4 TAX

KLI's fees includes all taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively referred to as "Taxes").

5.2.3.5 CONTENT SUPPLY

KLI will supply to Licensee the Licensed Material and may at any time make modifications or improvements to the Licensed Material. KLI will use

all reasonable endeavours, if and to the necessary extent, to make and supply updates to the Licensed Material.

KLI may at any time withdraw from the Licensed Material any material included in it informing Customer in advance:

- a. if KLI ceases, for whatever reason, to publish the publication from which such material is taken or otherwise no longer retains the right to publish such material;
- b. if in KLI's reasonable opinion such material contains any matter which infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable.
- c. when customers indicate the need for a change, when technology advances demand or when it is no longer feasible or prudent to continue to offer it.

5.2.3.6 CONTENT ACCESS

Licensee will be given access to the Licensed Material based on Licensee's IP address(es). To access and use the Licensed Material Licensee must have a working Internet connection and it is recommended that Licensee has an electronic reading programme (such as Adobe Reader for reading electronic documents in .pdf format). Licensor is responsible for the cost, operation, and maintenance of the Service and the network connections between the Service and the Internet. Licensee is responsible for all computer hardware and software required to access the Service including establishing and maintaining Licensee's network connectivity and sufficient bandwidth (at least 64kbps) between Licensee's facilities and the Internet as well as any and all fees in relation to 3rd party services or software with which the Service may optionally interact.

Access may be managed through the use of a username and a unique password (or any other means of personal identification), which the Licensee shall only use or allow to be used by authorized users. The Licensee shall keep the identification information confidential and not disclose, disseminate or pass it on to unauthorized users (group companies, employees, partners, branch offices, business relations or other).

KLI has the right to limit or block Licensee's online access to the Licensed Material immediately and without prior notice if and when illegal access to the Licensed Material through the associated IP address(es) has been ascertained, or when there are reasonable grounds to suspect that such illegal access will occur or has occurred through this IP address (range).

Although reasonable care is given to ensure uninterrupted access to the Licensed Material, KLI shall not be liable for any temporary difficulties Licensee may encounter in accessing the Licensed Material whether due to telephone connections downtime of the internet server at the provider, maintenance, virus detection or elimination or any other (technical) reason whatsoever.

When there is Access Disruption, that is, when there is no Downtime for the Service, but there are access issues that are specific of an individual customer. These issues need to be evaluated and solved in close communication between KLI's Technical Support and Licensee. A designated Licensee's (technical) contact person

shall contact KLI's technical support in these cases at TechSupport@wolterskluwer.com

Licensee acknowledges and agrees that performance and response times of the Service and the successful and uninterrupted Access to the Service are a function of Licensee's applications requirements and will be affected by, amongst other factors, the mix of concurrently running applications, any networking capability utilized by Licensee on Licensee's system and the amount of memory thereon.

In cases where Licensee's Access fails or is disrupted by a cause other than a Service Outage and/or a Service Disruption, combined efforts from both Licensee and KLI will be needed to establish the most convenient measures to restore performance, response times and/or successful and uninterrupted Access to the Service.

KLI is committed to determination provide Service with a Downtime of no more than 5.0% per calendar month (the "Downtime Limit"). Should Licensee's Access fail or be disrupted by a Service Outage, thereby exceeding the Downtime Limit, then for each full 60 minutes by which the Downtime Limit has been exceeded in a calendar month, Licensee shall be entitled to a compensation. This compensation shall equal to 5% of the (equivalent of the) monthly Fees paid by Customer for the month in which the Downtime Limit was exceeded. In case the Downtime Limit is exceeded by more than twelve hours per month in any two consecutive months, Customer shall also have a right to terminate this Agreement upon 7 days' prior written notice so long as such termination occurs within 30 days of the end of the second month in which such Downtime Limit was exceeded. This clause constitutes the sole remedy of Licensee against KLI for exceeding any Downtime Limit. Upon termination of the Agreement by cause of exceeding Downtime Limit, [KLI's Cancellation Policy](#) applies.

Licensee accepts that all functionality is delivered "as-is" and Licensee agrees that the functionality meets their full needs and requirements.

Licensee further acknowledges that Licensor will from time to time during the Term be required to temporarily reduce or interrupt access to the Service to conduct Maintenance.

Without prejudice to any other remedy KLI may have by law in the event of breach of the Licensee's obligation in this clause, by way of penalty Licensee shall become due and owing to KLI a sum equal to the yearly fee for multi-user access applicable to the Licensed Material at the time of such breach.

5.2.3.7 CONTENT OWNERSHIP

The Licensed Material is not sold to Licensee. Licensee shall not acquire any right, title or interest in either the Licensed Material or in any documentation, material or content made available to Licensee. Any such documentation, material or content will remain at all times the property of KLI.

All rights in the Licensed Material whether these exist or may come into existence which are not specifically granted to Licensee by the Agreement are expressly reserved to KLI or to such other right holders as stated on the Licensed Material.

Any copyrighted material is reproduced by KLI with the permission of the copyright holder.

5.2.3.8 AUTHORIZED AND UNAUTHORIZED USE

- (i) Licensee shall use the Licensed Material and shall take all reasonable steps to ensure that its employees and partners shall use the Licensed Material only:
 - a. for its own business purposes (or, if Customer is a Consumer, for its own personal use);
 - b. by the user(s) specified on the Order Form;
 - c. at the Site(s) specified on the Order Form;
 - d. for the permitted purposes set out in the Agreement.
- (ii) Licensee, its employees or partners on its behalf, during the normal course of Licensee's business, and, where Licensee's business is the provision of library services, bona fide on-site users of those services, may for its own business purposes:
 - a. view the Licensed Material on screen;
 - b. print extracts from the Licensed Material;
 - c. transmit by print, fax, e-mail, or other method, extracts from the Licensed Material between employees, partners or agents of Licensee;
 - d. transmit by print, fax, e-mail, or other method, extracts from the Licensed Material to third parties only in connection with the provision of professional advice provided that no additional fee is directly or indirectly charged for the transmission.
- (iii) All extracts must clearly reproduce the copyright notice(s) and Licensee shall not do or omit to do or authorize any other person to do or omit to do any act which:
 - a. would or might invalidate or be inconsistent with any intellectual property right of KLI in the Licensed Material
 - b. would be in breach of or otherwise inconsistent with the moral rights of the authors of the items comprising the Licensed Material.
- (iv) Licensee shall promptly inform KLI if Licensee becomes aware of:
 - a. any unauthorised use of the Licensed Material
 - b. any actual, threatened, or suspected infringement of any intellectual property right of KLI in the Licensed Material, and
 - c. any claim by any third party that the Licensed Material infringes the intellectual property or other rights of any other person.
- (v) Licensee shall at the request and expense of KLI do all such things as may be reasonably required to assist KLI in taking or resisting proceedings in relation to any infringement or claim referred to in this Clause and in maintaining the validity and enforceability of the intellectual property of KLI in the Licensed Material.
- (vi) Licensee shall not use the Licensed Material, allow access to the Licensed Material, or divulge any extract of the Licensed Material or any such result thereof nor allow or authorize the Licensed Material to be used for the purpose of operating a bureau or similar service or any online service whatsoever.

- (vii) Licensee shall not erase, remove, deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used on any media containing the Licensed Material or used in relation to it, nor shall Licensee authorize another person to do so.
- (viii) Except insofar as permitted by law, Licensee shall not modify, reverse assemble, decompile or reverse engineer the Licensed Material or any part thereof, or permit any third party to do so.
- (ix) Licensee shall not, except to the extent necessary to exercise the rights granted under the Agreement :
 - a. make any alterations, additions or amendments to the Licensed Material;
 - b. combine the whole or any part of the Licensed Material with any other software, data or material
 - c. create derivative works from the whole or any part of the Licensed Material.

- (x) Licensee shall not sublicense the Licensed Material to others and Licensee warrants that no access will be given to the Licensed Material to any person not being an employee, partner or student of Licensee's firm, company, organisation, university or other entity. Any access to the Licensed Material given by Licensee must comply with the Agreement.
- (xi) Except as permitted by law or these Terms, Licensee shall not itself nor allow any third party to duplicate or otherwise reproduce the Licensed Material or any part thereof.
- (xii) Neither the Agreement nor any of the rights and obligations of Licensee hereunder may be assigned, transferred, charged, delegated, sublicensed, or otherwise disposed of in whole or in part on a temporary or permanent basis unless Licensee has obtained the prior written consent of KLI.

5.2.3.9 LICENSOR WARRANTIES and LIMITATION OF LIABILITY

- (i) KLI warrants that it has obtained all necessary rights to grant the License.
- (ii) Whilst reasonable care is taken to ensure the accuracy and completeness of the Licensed Material supplied, KLI makes no representations or warranties whatsoever, express or implied, that the Licensed Material or Online Service is free from errors or omissions.
- (iii) Whilst reasonable care has been taken to exclude computer viruses, no representation or warranty is made that the Licensed Material or Online Service is virus free. Licensee shall be responsible to ensure that no virus is introduced to any computer or network.
- (iv) Licensee has satisfied itself prior to entering the Agreement that the Licensed Material meets Licensee's individual requirements and is compatible with Licensee's hardware/software configuration and no failure of any part or the whole of the Licensed Material to be suitable for those requirements will give rise to any right or claim against KLI.
- (v) The warranties set out in this clause are exclusive of and in lieu of all other warranties, conditions, terms, undertakings, and obligations whether implied or expressed by law.
- (vi) KLI shall not be liable for any loss of whatsoever kind or for any indirect or consequential loss whatsoever, howsoever suffered by Licensee or for any liability of Licensee to any third party in connection with the Licensed Material (whether or not caused by the negligence of KLI).
- (vii) The aggregate maximum liability of KLI in respect of any direct or other loss (to the extent that such loss is not excluded by the Agreement or otherwise) whether such a claim arises in contract, tort or delict shall not exceed a sum equal to that paid as the last annual License Fee for the Licensed Material.
- (viii) KLI shall not be liable for any incorrect or illegitimate use of the Licensed Material by Licensee, its agents and employees and Licensee shall keep KLI fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.

5.2.3.10 CONSEQUENCES OF TERMINATION and TERMINATION ON BREACH

Upon termination of the Agreement Licensee will cease use of the Licensed Material. Any special conditions regarding access or use of the Licensed Material

that may apply after termination of the Agreement must be previously discussed between KLI and Licensee and accepted by both parties in writing.

Both KLI and Licensee may terminate the License forthwith by written notice sent by courier, first class post or fax or via e-mail to the other party if:

- a. The other party has committed an irredeemable breach of the Agreement; or
- b. after one party, in the other party's reasonable opinion, has failed to remedy a remediable breach of these terms and conditions within 14 days of being given notice to do so; or
- c. Either party is declared bankrupt or enters into liquidation or any arrangement with creditors or has a receiver or administrative receiver appointed such termination being prejudice to any other claim which the other party may have.

5.2.3.11 The Customer may terminate this Licence Agreement and KLI shall reimburse to the Customer a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement:

A) in case of loss of funding or merger or closure of any Authorized Institution by serving a written notice to the other party. The termination will become effective thirty days after the receipt of the written notice unless later term has been specified in the notice. In this case, the Licensee shall pay only for the access and use of the Licensed Material by the Authorized Users of the Authorized Institutions during the period of the validity of this Licence Agreement;

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

8.6.3 if the License Agreement has been subject to a substantial modification.

8.6.4 if KLI should have been excluded during the procurement procedure.

8.6.5 If the Publisher does not submit an invoice.

8.6.6 if the international sanctions are applied to KLI according to the Law on International Sanctions of the Republic of Lithuania (e.g. Article 5 k of the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2022, etc.)

5.3 Title and Risk

Title to the Products shall remain with KLI until the Customer has paid the amount due stated in the Invoice in full.

Risk in the Products shall pass to the Customer upon despatch.

5.4 Cancellation policy

Online Services and/or Electronic Products

All new 12-month subscriptions may be declined within the first 30 days for full credit. After the 30-day review period, the KLI cancellation policy will apply. 12-month renewal subscriptions will receive credit if cancelled prior to the renewal date. After the renewal date, the 1-4 months cancellation credit amount of 25% applies. Multi-year subscriptions' cancellation policy applies exclusively during the first year of the agreed subscription period'

The cancellation policy is as follows:

If your cancellation request is received by KLI prior to the 10th of the month, that cancellation will be effective the 1st of that month. If your cancellation request is received after the 10th of the month that cancellation will be effective the 1st of the following month. Please see the scale below to determine the amount of credit, if any, that you would receive should you choose to cancel your subscription.

Months of Service Credit to your account

- 1-4 months: 25%
- 5-12 months: No credit will be given

Books

Cancellation of print **Book orders** are accepted if cancellation is received prior to the book shipping. If the book has shipped please read our return policy in [clause 5.5](#) below.

Loose Leafs

Enrollment of a title in our standing order program may be cancelled at any time. There is no minimum purchase requirement. For new edition(s) or supplement(s) sent to you on a standing order basis may be returned within 30 days of the invoice date. KLI does not automatically charge the credit card or Account Number used as payment for your initial purchase. If you do not return any new editions or supplements sent to you on a standing order basis by the end of the 30-day period, you are responsible for paying the full invoice for the new edition or supplement.

Journals

Current active journal subscriptions are non-cancellable. Cancellations are accepted for the following subscription period.

5.5 Claims/Returns/Refunds

5.5.1 Claims

We accept the following claims. Please contact our Customer Services team if you want to file a claim.

Non-receipt: Journal and Loose-leaf supplement claims will be met free of charge if made no later than 3 months after the publication date. Book claims will be met if made no later than 6 weeks of invoice date.

Damaged goods: Claims that books, journals and supplements were damaged at moment of receipt, must be sent within 1 month of receipt including proof /photo. If the claim is acknowledged, a free replacement will be sent.

Missing pages within a supplement: will be met free of charge if made no later than 3 months after publication date. Note: this does not include lost pages or supplements.

Incorrect goods received: Provide proof (photo) and request for a replacement copy of the correct product.

Incorrect invoice amount: If we have issued an Invoice in error, the Invoice will be credited (or the pro forma cancelled) and a correct document will be issued provided notification and proof of the error is received by KLI within 30 days of the date of issue.

5.5.2 Returns

Loose-leaf publications (only main works): Items returned within 30 days of the Invoice date along with the Invoice marked "Cancel" will receive full credit.

Books: Books returned within 30 days of the Invoice date along with the Invoice marked "cancel" will receive full credit. This applies to an order for quantities of less than 50 copies. Please send book(s) postage paid via traceable method and retain proof of shipment. Returns will be made at the Customer's expense except in case of books sent in error. Returns must always be accompanied by a copy of the invoice. Books received without such documentation will not be accepted.

A returned Product must be in a resalable condition when received from the Customer (so the Customer is responsible for adequate wrapping so it will be received in good condition). Please contact our [Customer Services](#) for details on return instructions. They will follow the necessary steps for refund/ replacement.

5.5.3 Refunds

Provided Customer has made the relevant payment, following an approved cancellation of any Products and/or Online Services order, refund will be granted if request is made within two weeks of the Invoice date. Refund requests made after two weeks of the invoice date and/or requests for refund on partial Online Services subscriptions are not permitted. Orders for Online Services will be refunded only subject to a prior written submission of a request thereto and prior approval by KLI.

6. LEGAL TERMS

6.1 Applicable Law and Jurisdiction

These Terms and the Agreement are governed and construed in accordance with the laws of the Republic of Lithuania. The sole jurisdiction and venue for any action that may arise under or in relation to the subject matter hereof shall be a Lithuanian court to be determined.

6.2 Termination on breach

Both the Customer and KLI are entitled to terminate an Agreement with immediate effect:

1. in case of a material breach of the terms if such breach remains uncured at the expiration of 30 days from the date a written notice of the breach was given; or
2. if the either party becomes the subject of a petition of bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

In no event will termination of the Agreement in accordance with clause 6.2 of these Terms relieve a Licensee's obligation to pay any fees payable prior to the effective date of termination.

6.3 Data Protection

KLI is a Dutch entity and as such subject to EU applicable regulations in relation with (sensitive) data protection issues. Any question regarding data protection measures taken can be addressed to the compliance e-mail address stated under 7.1 below (Compliance).

6.4 Anti-Bribery

By purchasing a Product or Service and accepting these Terms the Customer agrees that no illegal or improper bribe, kickback, payment, gift, valuable item has been involved in connection with the purchase. If Customer learns of any violation of the above restriction, it will immediately be notified to KLI to the e-mail address stated under 7.1.1 below (Compliance).

6.5 Liabilities – Force Majeure

KLI and Customer accepts no liability for loss or damage, for Product delivery delays or for failure to supply access to Online Services arising from factors outside its reasonable control, including but not limited to act of God, acts or omissions of civil or military authority, war, fire, flood, natural disaster, labour disputes, shortage of supplies or compliance with orders lawfully given by any public authority.

6.6 Miscellaneous

(i) Headings.

The headings in these Terms are for ease of reference only and shall not be taken into account in the construction or interpretation of any term to which they refer.

(ii) Enforceability.

Failure by either the Customer or KLI to at any time or for any time enforce or insist on the performance of an obligation or any term or any of its rights under these Terms will not be deemed to be or construed as a waiver thereof or of any other obligation or of any other term or of any of its other rights under these Terms.

If any term of these Terms were found by any court of competent jurisdiction or other competent authority to be invalid or unenforceable in whole or in part, the remainder of the affected term and any other term will continue to be valid and enforceable.

(iii) Different entities.

Where the Customer and/or KLI represent two or more legal entities the liability shall be joint and several.

(iv) Validity of these Terms.

This Agreement may not be amended or modified except by agreement of both parties in writing.. 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.

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

7. USEFUL INFORMATION

7.1 Contact details

Compliance

If you need official documents such as a Financial Traceability or Proof of Residence forms, or an extract of the Chamber of Commerce, or if you have any questions, comments or remarks regarding these Terms and Conditions, please contact us at Lrs-Compliance@wolterskluwer.com

Marketing

For questions or requests regarding privacy policy issues, the use of cookies, information regarding our partners/affiliates, or about pricing, please contact our Marketing department at International-Marketing@wolterskluwer.com

Sales

For matters regarding your subscription, for upgrades of your services or any other sales question, please contact your sales contact person or our general sales department at International-Sales@wolterskluwer.com

Accounts

For any question regarding your invoice, the status of your payment or your credit account, please contact our accounts department at International-Invoices@wolterskluwer.com

Customer Services

Customer Service Email: customer.service@wolterskluwer.com

Customer Service Telephone: Tel: +1 301-698-7100

8. INFORMATION FOR AUTHORS

Some of these Terms may be adapted for the benefit of our authors.

Please note that all the relevant information that may be of interest for KLI authors can be found in our Author Portal at <http://authors.wolterskluwerblogs.com/>

Regarding purchases, authors may have special conditions for the purchase of their own works. Please contact your regular contact person or <http://authors.wolterskluwerblogs.com/contact-form/>

9. TERMS AND CONDITIONS FOR ALL WEBSITE USERS

9.1 Applicability

If you are browsing through any of our websites, even if you are not (yet) a Customer, you are a Website User and as such you are subject to these Terms and Conditions. If you do not agree to any or all of the Terms and Conditions please cease using or accessing any site owned and operated by KLI.

KLI Website(s) include, but are not limited to the following:

www.KluwerLawOnline.com (Including the Digital Book Platform)

www.KluwerArbitration.com

www.KluwerCompetitionLaw.com

www.kluwerIPLaw.com

www.KluwerTaxLaw.com

9.2 Terms of Use of a KLI Website

The KLI Websites are owned and operated by KLI. For more information about our company, please click on the “Home” button included in the KLI Website.

By accessing or using a KLI Website, you agree to be bound by these Terms and to any incorporated guidelines, rules or disclaimers posted on the KLI Website. Please also read our applicable Privacy Policy, including our Cookies policy and our Disclaimer. By purchasing any of the Products or Services offered on the KLI Website, you will become a Customer. If you do not agree with these Terms, please do not use any KLI Website.

Any user of a KLI Website may print content from the site for personal, non-commercial use, provided that all copyright and other proprietary notices are kept intact. All systematic retrieval of content from a KLI website to create or compile, directly or indirectly, a collection, compilation, database or directory without prior permission from KLI is forbidden.

The use of robots, spiders, crawlers or other automated downloading programs or devices for any purpose, including but not limited to harvesting another's postal or e-mail address from a KLI Website to send unsolicited or unauthorized commercial material, is prohibited.

You may not use the services on a KLI Website to publish or distribute any information (including software or other content) which is illegal, which violates or infringes upon the rights of any other person, which is abusive, hateful, obscene, profane, pornographic, threatening or vulgar, which contains errors, viruses or other harmful components, or which is otherwise actionable at law.

All information provided by KLI on a KLI Website is owned by or licensed to KLI. All trademarks appearing on a KLI Website are the property of their respective owners.

A KLI Website may contain hyperlinks to other sites or resources. KLI assumes no responsibility for any material or resource of a third party that may be accessed through any such links. Any transaction that occurs between you and a third party is strictly between you and the third party. Please check the terms and conditions and privacy policies of any linked site, as they may differ from ours.

By using or accessing a KLI Website you agree to indemnify KLI from any damage, loss, costs or expenses that KLI, its affiliates, their respective employees and authorized representatives may incur as a result of material entered into a KLI Website by you.

In addition to any prohibitions and limitations imposed by relevant copyright law, in accepting these Terms or by accessing and viewing pages of a KLI Website, you warrant and represent to the fullest extent permitted by law that, other than copying a small proportion of content, strictly for your personal non-commercial use, you will not:

- make a copy, whether hand-drawn, printed, screen-captured or in any other form, of any part of this website,
- transmit, in any form or by any means (electronic, mechanical, photocopying, recording and/or otherwise) the website or any part of it without our prior written consent.

More information on any of these Terms, please contact us at [Terms & Conditions questions](#)

10. CONSUMERS' RIGHT TO WITHDRAW

In addition to the foregoing, the following section applies when Customer is a Consumer. In case of conflict between the foregoing and this part of these Terms, this part prevails.

10.1 Products

Consumer may cancel the purchase of a Product during a cooling-off period of 14 days without giving any reason. The cooling-off period starts on the day after Consumer, or on behalf of Consumer a third party, has received the Product, or:

- (a) if Consumer has purchased multiple Products in the same order: the day on which Consumer, or a third party designated by him, has received the last of these Products. Provided that the Consumer has clearly been informed prior to the ordering process, KLI may refuse an order for several Products with different delivery times; or
- (b) if the supply of a Product consists of several consignments or parts: the day on which Consumer, or a third party designated by him, has received the last shipment or piece; or

- (c) in case of Agreements for regular delivery of loose leafs and/or journals over a period of time: the day on which Consumer, or a third party designated by him, has received the first Product.

10.2 Online Services

10.2.1. Consumer may cancel the purchase of a License to Online Services during a cooling-off period of 14 days. The cooling-off period shall take effect on the day of conclusion of the Agreement.

10.2.2. Consumer does not have the right to withdrawal from the use of Online Services

10.2.2.a. if the Online Service has been made available to Consumer following Consumer's express consent in advance to having the Online Service available; or

10.2.2.b. if Consumer has acknowledged that he loses his right of withdrawal immediately after the Online Service has been made fully available by KLI.

10.3. Obligations of the Consumer during cooling-off period

10.3.1. During the cooling-off period Consumer shall extract or use the Product or Online Service only to the extent necessary to the nature, characteristics and operation of the Product or Online Service. The starting point is that Consumer only handles and inspects the Product or Online Service as he would in a store.

10.3.2. Consumer shall be liable for depreciation of the Product or Online Service as a result of dealing with the Product or Online Service outside what is allowed in clause 10.3.1 above.

10.4. Exercise of the right to withdraw during cooling-off period

10.4.1. Consumer may exercise his right of withdrawal by unambiguously notifying KLI within the cooling-off period using KLI's withdrawal form or any other means.

10.4.2. As fast as possible, but within 14 days from the day following the notification referred to in clause 10.3 Consumer shall send the Product back. Consumer shall send back the Product, if possible in original condition and packaging, and in accordance with the instructions provided by KLI.

10.4.3. Consumer shall bear the direct cost of returning the Product following a withdrawal.

10.4.4. If Consumer has made use of Online Services before cancelation, Consumer shall pay all reasonable fees for the time Consumer has made use of the Online Services.

10.4.5. Upon withdrawal to Online Services, Consumer will cease use of the Online Services.

10.5. KLI's obligations in case of withdrawal

10.5.1. Provided Consumer has made the relevant payment, following an approved cancellation or return of any Product and/or License order, KLI will refund within 14 days after notification as referred to in clause 8. KLI may suspend payment until it has received the Product or until the Consumer shows that he has returned the Product, depending what time is earlier.

10.5.2. KLI uses the same method of payment for refund that Consumer used for payment, unless Consumer explicitly consents to another method of refund. The repayment is free of charge for Consumer.

10.5.3. If Consumer has opted for a more expensive method of delivery than the cheapest standard delivery of KLI, the additional costs for the more expensive method are non-refundable.

10.6. Quality

Nothing in these Terms deprives Consumer of his/her mandatory rights, if any, to have the Products and Services comply with the Agreement.

Annex 1. The Tender for the Subscription to the Online Research Database KLUWER LAW ONLINE, submitted by Kluwer on 14 November 2023

Added in the following pages.



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**

KLUWER LAW ONLINE

14/11/2023

(Date)

Alphen aan den Rijn

(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>	Kluwer Law International B.V.
The name, surname and position of the person responsible for the availability of the access	Vice President and General Manager
Phone	+31172641500
E-mail	:@wolterskluwer.com

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

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

Year 2024

ENo	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1	The services of subscription to the online research database <i>Kluwer Law Online</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2024 till 31 December 2024:		
1.1	Mykolas Romeris University	EUR 13,500.00	EUR 14,175.00
	Current journals		
	Journals archive		

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

1.2	Vilnius University	EUR 21,000.00	EUR 22,050.00
	Current journals		
	Journals archive		
	TOTAL for 2024:	EUR 34,500.00	EUR 36,225.00

Year 2025

ENo	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ²
1	The services of subscription to the online research database <i>Kluwer Law Online</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:		
1.1	Mykolas Romeris University:	EUR 14,445.00	EUR 15,167.25
	Current journals		
	Journals archive		
1.2	Vilnius University:	EUR 22,470.00	EUR 23,593.50
	Current journals		
	Journals archive		
	TOTAL for year 2025:	EUR 36,915.00	EUR 38,760.75

Year 2026

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ³
1	The services of subscription to the online research database <i>Kluwer Law Online</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:		
1.1	Mykolas Romeris University:	EUR 15,456.15	EUR 16,228.96
	Current journals		
	Journals archive		
1.2	Vilnius University:	EUR 24,042.90	EUR 25,245.05
	Current journals		
	Journals archive		
	TOTAL for 2026:	EUR 39,499.05	EUR 41,474.00
	TOTAL for 2024-2026:	EUR 110,914.05	EUR 116,459.75

Total price of the Tender, VAT inclusive –116,459.75 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal...5,545.70..... EUR.

² The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

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

The VAT rate is5..... %.

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 – EUR 36,225.00 (VAT inclusive),

3.2. Instalment 2 – from 1 January 2025 till 31 December 2025 – EUR 38,760.75 (VAT inclusive);

3.3. Instalment 3 – from 1 January 2026 till 31 December 2026 – EUR 41,474.00 (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.	Chamber of Commerce registration	2
3.	Statement of tax and social security payments	2
4.	Statement of good conduct/ absence of criminal records	4
5.	ESPD	24
6.	THE SUPPLIER'S OATH DECLARATION	1
7.	THE SUPPLIER'S DECLARATION (sanctions)	1

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

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

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

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
	Vice President and General Manager

12:11 EST

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

Vice President & General Manager

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE *KLUWER LAW ONLINE***

I. Background information

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

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institutions shall have access to the Licensed Materials of the online research database *Kluwer Law Online* consisting of:
 - 4.1. Current journals:

Journal title	ISSN	Available from (Vol., Year)	Available till
Air & Space Law	0927-3379	VOL.1, 2023	Current*
ASA Bulletin (Association Suisse de l'Arbitrage)	1010-9153	VOL.1, 2023	Current*
Asian Dispute Review	1469-6487	VOL.1, 2023	Current*
Asia International Arbitration Journal	1574-3330	VOL.1, 2023	Current*
b-Arbitra- BCDR International Arbitration Review	2352-7374	VOL.1, 2023	Current*
Belgian Review Of Arbitration Online	2593-0877	VOL.1, 2023	Current*

Business Law Review	0143-6295	VOL.1, 2023	Current*
Common Market Law Review	0165-0750	VOL.1, 2023	Current*
European Business Law Review	0959-6941	VOL.1, 2023	Current*
European Company Law	1572-4999	VOL.1, 2023	Current*
European Energy & Environmental Law Review	0966-1646	VOL.1, 2023	Current*
European Foreign Affairs Review	1384-6299	VOL.1, 2023	Current*
European Public Law	1354-3725	VOL.1, 2023	Current*
European Review of Private Law	0928-9801	VOL.1, 2023	Current*
Global Privacy Law Review	2666-3589	VOL.1, 2023	Current*
Global Trade and Customs Journal	1569-755X	VOL.1, 2023	Current*
International Journal of Comparative Labour Law and Industrial Relations	0952-617X	VOL.1, 2023	Current*
Intertax (incl. EC Tax Review)	0165-2826	VOL.1, 2023	Current*
Journal of European Consumer and Market Law	2364-4710	VOL.1, 2023	Current*
Journal of International Arbitration	0255-8106	VOL.1, 2023	Current*
Journal of World Trade	1011-6702	VOL.1, 2023	Current*
Legal Issues of Economic Integration	1566-6573	VOL.1, 2023	Current*
Revista Brasileira de Arbitragem	1806-809X	VOL.1, 2023	Current*
World Competition	1011-4548	VOL.1, 2023	Current*
World Trade and Arbitration Materials	1022-6583	VOL.1, 2023	Current*
ARBITRATION: INTL JOURNAL OF ARB MEDIATION AND DISPUTE MANAGEMENT ONLINE	00037877	VOL.1,2023	Current*
THE RESOLVER: QUARTERLY MAGAZINE OF CHARTERED INST ARB ONLINE	0000017555965	VOL.1,2023	Current*
REVUE DE L'ARBITRAGE -ONLINE RELEASE	0556-7440	VOL.1,2023	Current*
Dispute Resolution Journal Online	1074-8105	VOL.1,2023	Current*

*Online access in the Available 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. Journals archive:

Journal title	ISSN	Available from (Vol., Year)	Available till
Air & Space Law Archive	0927-3379	VOL.1, 1975	VOL.47, 2022
ASA Bulletin (Association Suisse de l'Arbitrage) Archive	1010-9153	VOL.1, 1983	VOL.40, 2022
Asian Dispute Review Archive	1469-6487	VOL.1, 1999	VOL.24, 2022
Asia International Arbitration Journal Archive	1574-3330	VOL.1, 2005	VOL.18, 2022

b-Arbitra- Belgian Review Of Arbitration Archive	2352-7374	VOL.1, 2017	VOL.2021
BCDR International Arbitration Review Archive	2593-0877	VOL.1, 2014	VOL.7, 2022
Business Law Review Archive	0143-6295	VOL.1, 1980	VOL.43, 2022
Common Market Law Review Archive	0165-0750	VOL.1, 1963	VOL.59, 2022
European Business Law Review Archive	0959-6941	VOL.1, 1990	VOL.33, 2022
European Company Law Archive	1572-4999	VOL.1, 2004	VOL.19, 2022
European Energy & Environmental Law Review Archive	0966-1646	VOL.1, 1992	VOL.31, 2022
European Foreign Affairs Review Archive	1384-6299	VOL.1, 1996	VOL.27, 2022
European Public Law Archive	1354-3725	VOL.1, 1995	VOL.28, 2022
European Review of Private Law Archive	0928-9801	VOL.1, 1993	VOL.30, 2022
Global Privacy Law Review Archive	2666-3589	VOL.1, 2020	VOL.3, 2022
Global Trade and Customs Journal Archive	1569-755X	VOL.1, 2006	VOL.17, 2022
International Journal of Comparative Labour Law and Industrial Relations Archive	0952-617X	VOL.1, 1985	VOL.38, 2022
Intertax (incl. EC Tax Review) Archive	0165-2826	VOL.1, 1973/1992	VOL.31, 2022, VOL 50 2022
Journal of European Consumer and Market Law Archive	2364-4710	VOL.1, 2012	VOL.11, 2022
Journal of International Arbitration Archive	0255-8106	VOL.1, 1984	VOL.39, 2022
Journal of World Trade Archive	1011-6702	VOL.1, 1967	VOL.56, 2022
Legal Issues of Economic Integration Archive	1566-6573	VOL.1, 1974	VOL.49 2022
Revista Brasileira de Arbitragem Archive	1806-809X	VOL.1, 2004	VOL.19, 2022
World Competition Archive	1011-4548	VOL.1, 1977	VOL.45, 2022
World Trade and Arbitration Materials Archive	1022-6583	VOL.1, 1989	VOL.34, 2022
ARBITRATION: INTL JOURNAL OF ARB MEDIATION AND DISPUTE MANAGEMENT Archive	00037877	VOL.1,1915	VOL.88, 2022
THE RESOLVER: QUARTERLY MAGAZINE OF CHARTERED INST ARB Archive	0000017555965	VOL.1,2011	VOL. 2022
REVUE DE L'ARBITRAGE - Archive	0556-7440	VOL.1,2010	VOL 2022
Dispute Resolution Journal – Archive	1074-8105	VOL.1,2019	VOL.76, 2022

5. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *Khwer Law Online* from the 1 January 2024 till 31 December 2026 (with the possibility to opt-out in case of no funding 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. 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.
6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *Kluwer Law Online* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
 7. The Supplier shall make available to the Authorized Institution COUNTER-compliant usage statistics on at least a quarterly basis.

III. Authorised Institutions

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *Kluwer Law Online* 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 Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	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.*

2.	Mykolas Romeris University	5665	Ateities g. 20, LT-08303 Vilnius, Lithuania	193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255
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9. Any of the IP addresses indicated in Item 8 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institution shall be entered into the Licence Agreement.