

**AGREEMENT** made this **February 18, 2016**, between Pearson Education, Inc, publishing as Prentice Hall, 221 River Street, Hoboken, NJ 07030, U.S.A. (the "Proprietor") and **VILNIUS GEDIMINAS TECHNICAL UNIVERSITY, SAULETEKIO AVE. 11., VILNIUS LT-10223, LITHUANIA** ("Publisher").

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. Grant.** (a) Subject to the terms and conditions of this agreement (the "Agreement"), the Proprietor hereby grants to the Publisher an exclusive license to translate, print, publish and sell, in book form only, a **LITHUANIAN** translation (the "Translation") of the following work (hereinafter called the "Work"):

**TITLE: DYNAMICS OF STRUCTURES**  
**AUTHOR: ANIL CHOPRA**  
**ISBN-13: 9780132858038**  
**EDITION: 4th**

**3. Translation.** (a) Publisher shall publish the Translation within **30 months** of the date of this Agreement but in no event sooner than publication by Proprietor of its English language edition. The Publisher shall promptly notify the Proprietor in writing when the Translation has been published. Publisher shall publish the Translation at its own risk and expense in an edition of substantially the same form and quality as that of the original English edition of the Work in accordance with this Agreement.

(b) The Translation will be made by competent translator(s). The Translation shall be faithful and accurate. Only the following modifications to the Work may be made by Publisher without the prior written consent of Proprietor: (i) such modifications to the original text as may be necessary to achieve a competent and idiomatic translation so long as such modifications shall not materially change the meaning or otherwise materially alter the text of the Work; and (ii) the deletion of any reference in the Work to the Bundled Software (including any book cover art) unless Publisher has entered into a separate licensing agreement for such Bundled Software. Any other additions, deletions, abridgments or other alterations in the text, preface, photographs, book cover art, or title may be made only with the prior written approval of Proprietor. The Publisher shall change any portion or portions of the Translation to the satisfaction of the Proprietor which the Proprietor, in its sole judgment, determines at any time to be inaccurate. This Agreement may be terminated if any changes so required are not made by the Publisher within six (6) months from the date on which the Proprietor informs the Publisher in writing of the changes required. Proprietor reserves the right, within its reasonable discretion, to demand with written notice to Publisher the immediate destruction of any copies of the Translation which materially violate any terms of this Agreement.

The rights granted in this Agreement apply only to the edition of the Work referred to above. The rights granted to Publisher under this Agreement apply only to the following territory: **WORLD WIDE** (the "Territory"). All rights, whether now existing or which may hereafter come into existence, that are not explicitly granted by Proprietor to Publisher under this Agreement are reserved to and by Proprietor.

(b) The rights granted to Publisher under this Agreement only include the printed material of the Work and do not include rights to any of the following: (i) any supplemental material to the Work, including, but not limited to, solutions material, instructor's guides and study guides ("Supplemental Materials"); and (ii) any software (and any corresponding end-user license agreements for such software), which may be distributed by Proprietor with the Work in CD-ROM format or otherwise (the "Bundled Software"). All references to the Work in this Agreement exclude any such Supplemental Materials and Bundled Software.

(c) In the Translation, Publisher shall display and use all of Proprietor's trademarks exactly as shown in the English version of the Work, and any deviations from such trademarks, including any deletion, addition or modification thereto, shall require the advance written approval of the Proprietor. Publisher shall not use Proprietor's name or any of its trademarks or service marks, or any marks substantially similar thereto, except as specifically provided in this Agreement. Publisher shall not, at any time, challenge the validity of Proprietor's exclusive ownership of its trademarks and service marks. All rights arising from the use of such trademarks and service marks by Publisher shall inure to the benefit of Proprietor.

**2. Term.** The term of this Agreement shall be for a period of **36 months** from the date of this Agreement after which time all rights granted herein shall automatically and without further notice revert to the Proprietor, subject to the terms of Paragraph 8c herein. Notwithstanding the preceding sentence, in the event that during the term of this Agreement Proprietor publishes a subsequent edition of the Work ("Subsequent Edition") and Proprietor grants to any publisher the translation and distribution rights for such Subsequent Edition in the **LITHUANIAN** language for the Territory, and Proprietor gives written notice to Publisher of such fact, then this Agreement shall be deemed immediately expired and Publisher's rights and duties shall be governed by Paragraph 8c herein.

(c) Unless notified in writing to the contrary by Proprietor, the rights granted in this Agreement do not include the use of material copyrighted in or credited to the name of any person or entity other than Proprietor or which by their very nature indicate that the rights are owned by a third party ("Third Party Materials"), including without limitation, text, charts, photographs or illustrations. Publisher, at its expense, shall be responsible for obtaining permission for use in the Translation of any and all Third Party Materials in the Work for sale in the Territory unless, upon written request of Publisher, Proprietor notifies Publisher in writing that such rights have already been acquired. Publisher shall be responsible for ensuring that appropriate acknowledgment is made within the Translation for all such material. Although the Proprietor does not provide original artwork, duplicate offset films may be obtained upon written request to the Proprietor. The price for such films shall be the cost to the Proprietor plus twenty (20%) percent for handling.

d) The Publisher shall give due prominence to the name(s) and degrees or titles of the author(s) of Proprietor's edition of the Work, on the cover, title page and on the spine of every copy of the Translation published by Publisher and on all advertisements

or publicity for the Translation in the formats shown on the Proprietor's edition. Publisher shall give Proprietor at a minimum a 30 day advance written notice as to the exact date of publication of the Translation and its suggested retail list price per copy ("List Price"). Together with such written notice, Publisher shall also provide Proprietor with copies of the following: (i) the book cover; (ii) the copyright notice page which satisfies Paragraph 7 herein; and (iii) the title page. Proprietor shall have three business days from the date of receipt of such material to object, in its sole discretion, to any of the foregoing. Publisher shall address all such objections to the satisfaction of Proprietor prior to the publication of the Translation.

4. **Advance.** Publisher shall pay Proprietor a non-refundable advance due hereunder of **\$1,000.00**.

**\$1,000.00**                      **90 DAYS FROM CONTRACT DATE**

5. **Royalty.** Publisher shall pay to Proprietor the following royalties based on the Publisher's List Price on all copies of the Translation sold by Publisher:

**8.00% of list price for first 2,000 copies sold**  
**10.00% of list price thereafter**

For purposes of this Agreement "List Price" shall have the meaning as set forth in Paragraph 3(d) above, and "Net Price" shall mean List Price less any standard discounts and taxes.

6. **Accounting.** (a) Accounts of sales of the Translation shall be rendered **annually** on **December 31st** of each year regardless of whether the advance has been recouped, and statements thereof shall be rendered and the amount shown due thereby paid on or before the following **February 28th** respectively. If payment is made thereafter, Publisher will also pay interest at the rate of 1-1/2% per month, compounded daily, or the highest rate then permitted by law (whichever is the lower) from the date on which payment was due through the date on which Proprietor receives payment. All payments due hereunder shall be paid in US Dollars. The applicable currency exchange rate between the US Dollar and the applicable foreign currency shall be as published in the *Financial Times* (New York Edition) on the applicable date of the rendering of the account of sales (**December 31st**). Statements and payments shall be forwarded to:

**Payments via check:**

(via air mail)  
Pearson Education, Inc.  
Subsidiary Rights  
P.O. Box 403339  
Atlanta, GA 30384-3339  
U.S.A.

(via courier service)  
Bank of America  
Lockbox Services  
C/O Pearson Education, Inc.  
Lockbox 403339  
6000 Feldwood Road  
College Park, GA 30349

**Payments via electronic transfer:**

Pearson Education, Inc.  
Bank of America  
901 Main Street  
Dallas, TX 75202  
Account Number: 3752182561  
ABA Routing Number: 0260-0959-3  
Swift Code: BOFAUS3N

Note: Account and ABA numbers must be included and supporting documentation must be mailed to the office address below. For wire transfers, please indicate the payment type (royalty or advance), author and title.

A copy of each statement shall also be forwarded/faxed to Foreign Rights Manager, Pearson Education International, 221 River Street, Hoboken, NJ 07030, U.S.A., fax number (201) 236-5392.

Each accounting shall be in the English language and shall contain the following information:

(i) the number of copies sold and returned during the royalty accounting period; and

(ii) the number of copies in stock at the beginning of the accounting period, the Publisher's retail price(s) during the accounting period, the number of copies sold at each price should there be more than one retail list price during the accounting period and the number of copies remaining in stock at the end of the accounting period.

(b) The Publisher shall maintain accurate books and records in connection with the sales of the Translation. Proprietor and its representatives shall have the right to inspect and make abstracts from the relevant books and records of Publisher at any time during Publisher's regular business hours to verify the correctness of accountings or to ascertain the sums which may be payable to Proprietor hereunder. Such audit shall be at the Proprietor's expense unless errors of accounting amounting to five percent (5%) or more of the total sums accruing to the Proprietor shall be found to the Proprietor's disadvantage, in which case the cost of such audit shall be borne by the Publisher and payment of the amount due shall be made to the Proprietor with interest within thirty (30) days of notice of the deficiency from Proprietor.

(c) No deduction from payments due shall be made for income, withholding or other taxes unless Publisher is compelled to do so by law. In that event, Publisher shall provide Proprietor with due notice of any such proposed deductions, with any appropriate authority, and, if such deductions are made, evidence that such tax has been paid in the proper amount. In the event payments in the manner provided in this Paragraph 6c shall become impossible or illegal by reason of the action of any governmental authority, then, at Proprietor's option, this agreement and the license under this agreement may be terminated immediately upon notice to Publisher. Whether or not Proprietor exercises such option, while such restrictions remain in effect, all payments due to Proprietor shall be made to the account noted in Paragraph 6a, or elsewhere permitted by law, to be designated by Proprietor. Publisher shall be responsible for all bank transfer fees.

(d) If sales of fewer than fifty (50) copies of the Translation are reported during any reporting period, the rights granted by the

Proprietor to the Publisher herein will automatically revert to the Proprietor and this Agreement shall automatically terminate.

**7. Copyright.** In addition to the copyright notice required to protect the Translation in the Territory, if any, Publisher shall print in each copy of the Translation a copyright notice and credit to Proprietor as the original publisher in the following form:

**Authorized translation from the English language edition, entitled DYNAMICS OF STRUCTURES, 4th Edition by ANIL CHOPRA, published by Pearson Education, Inc, publishing as Prentice Hall, Copyright © 2012 [Publisher shall herein insert the name of the copyright holder of the English version of the Work; Publisher shall refer to the copyright notice page of the English version of the Work to determine such name].**

**All rights reserved. No part of this book may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording or by any information storage retrieval system, without permission from Pearson Education, Inc.**

**LITHUANIAN language edition published by VILNIUS GEDIMINAS TECHNICAL UNIVERSITY, Copyright © [Publisher shall herein insert the Year of Publication].**

The copyright notice must be printed in the English language as well as in the LITHUANIAN language. Compliance with this copyright provision is of the essence in this Agreement and the license granted herein is conditioned upon inclusion of the correct copyright notice in the Translation. The Publisher agrees to take all steps as may be necessary or appropriate to protect the copyright in the Translation under all applicable laws and to secure the benefits of copyright protection under all international copyright conventions that are available for such protection, including but not limited to the printing of a copyright notice as specified by the Universal Copyright Convention.

**8. Termination.** (a) This Agreement shall terminate immediately and all rights granted herein shall revert to the Proprietor without prejudice to any monies already paid or then due or to become due and without prejudice to any other claims Proprietor may have against Publisher if:

(i) Publisher fails to publish the Translation within the time specified in Paragraph 3a above, unless such time is extended by Proprietor in writing;

(ii) the Translation goes out-of-print or off the market and Publisher does not, within 30 days after having received written notice from Proprietor, agree to publish a reprinting within six (6) months, or if having so agreed, Publisher fails to publish a reprinting of the Translation within said six (6) months;

(iii) Publisher defaults in sending accounting statements or making any payments as called for in Paragraphs 4, 5 or 6;

(iv) Publisher fails to protect the copyright of the Work as provided in Paragraph 7 hereof;

(v) Publisher shall be adjudicated as bankrupt or an order appointing a trustee or receiver of it or of a substantial part of its property shall be made, or an order shall be made approving a petition seeking its reorganization under any bankruptcy statute or similar law, or if it shall institute proceedings for or similar to voluntary bankruptcy or reorganization or apply for or consent to the appointment of a receiver of it or its property, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall suspend its activities or cease to carry on business or, if any action of any government or any subdivision thereof shall materially impair Publisher's operations;

(vi) this Agreement is assigned or conveyed by law or otherwise by Publisher without the prior written consent of Proprietor;

(vii) the Work in English or Translation or any of Proprietor's trade-names, trademarks or service marks become the subject of any third party claim against Proprietor; or

(viii) any provision in this Agreement, by its own terms, dictates termination of the Agreement, including, but not limited to, Paragraphs 2, 3b, 6c and 14.

(b) If Publisher breaches any other terms of this Agreement and does not cure such breach within thirty days of receipt of written notice from Proprietor to do so, the Agreement shall terminate and all rights granted herein shall revert to the Proprietor without prejudice to any monies already paid or then due or to become due and without prejudice to any other claims Proprietor may have against Publisher.

(c) If this Agreement is terminated as a result of Publisher's breach of the terms herein, upon such termination, Publisher shall cease all further printing, publication, marketing, distribution and sale of the Work. If this Agreement (i) expires by its own terms and not as a result of a breach or (ii) terminates pursuant to Paragraphs 2, 6d or 14 herein, upon such expiration or termination, Publisher shall cease all further printing and publication of the Work, provided, however, Publisher may, for a period of 12 months after such expiration or termination, continue to market, distribute and sell the Work solely for the purpose of depleting any remaining inventory which may have existed on the date of such expiration or termination. Notwithstanding the foregoing, Publisher shall continue to pay to Proprietor all royalties and other amounts that become due or payable, and shall deliver to Proprietor all statements required under Paragraphs 5 and 6 with respect to sales occurring, on, before or after (if permitted) the date of such expiration or termination. Further, Publisher's license to use Proprietor's name and trademarks shall automatically cease upon the expiration or termination of this Agreement for any reason and Proprietor shall be entitled to cancel or terminate any registration of this Agreement or the licenses granted under this Agreement or any registered user's statement filed with any authority.

**9. Complimentary Copies; Advertisement.** (a) Upon publication, Publisher shall send to Proprietor a notification stating title, local ISBN, retail price and number of copies printed. Upon request, Publisher shall send to Proprietor copies of the Translation issued by Publisher.

(b) Without the prior written consent of the Proprietor, the Publisher shall not, and shall not authorize any agent of Publisher to, insert

within the Translation or include on the cover or jacket of the Translation any advertisements not contained in the original English version of the Work. Such consent is not to be unreasonably withheld by the Proprietor.

**10. Governmental Authorizations.** Publisher shall use its best efforts to obtain promptly any necessary governmental authorizations for the payments hereunder. If, because of any governmental action, Publisher is prevented from transmitting royalties to the United States, Publisher shall comply with any lawful instruction of Proprietor to pay such royalties to or on behalf of Proprietor or to otherwise deposit or utilize such royalties. Publisher shall in any event furnish accountings at the times herein provided. Regardless of the actual time of payment of any amounts due to Proprietor hereunder, such amounts shall be payable in the currency provided in Paragraph 6 at the rate of exchange prevailing at the time such amounts first became due from Publisher.

**11. Indemnity.** Publisher hereby assumes any and all responsibility with respect to any liability arising from the publication and/or sale of the Translation. Publisher shall defend, indemnify and hold harmless Proprietor, and its affiliates, successors and assigns, and the Author from any liability, damage or expense (including reasonable attorneys' fees) arising from the publication and/or sale of the Translation including any claim arising out of a claim of copyright infringement or droit moral.

**12. Applicable Law and Forum.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING ITS CHOICE OF LAW RULES) AND THE UNITED STATES OF AMERICA, APPLICABLE TO AGREEMENTS WHOLLY MADE AND TO BE PERFORMED THEREIN. THE PARTIES AGREE TO EXCLUDE, IN ITS ENTIRETY, THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THE PARTIES HEREBY AGREE THAT ANY LITIGATION, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED ONLY IN A STATE OR FEDERAL COURT IN NEW YORK COUNTY, NEW YORK, USA. PUBLISHER WAIVES ANY OBJECTION WHICH IT MAY HAVE NOW OR HEREAFTER TO THE VENUE OF ANY SUCH LITIGATION, ACTION OR PROCEEDING SO BROUGHT IN NEW YORK COUNTY, NEW YORK, USA AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH LITIGATION, ACTION OR PROCEEDING AND HEREBY WAIVES ANY CLAIM OR DEFENSE OF INCONVENIENT FORUM WITH RESPECT THERETO. SERVICE OF PROCESS FOR ANY SUCH LITIGATION MAY BE MADE BY MAILING SAME WITH A WELL RECOGNIZED OVERNIGHT COURIER TO THE ADDRESS IN THE INTRODUCTORY PARAGRAPH HERETO OR BY ANY OTHER MANNER PERMITTED BY APPLICABLE UNITED STATES FEDERAL OR NEW YORK STATE LAW.

**13. Entire Agreement.** This Agreement constitutes the complete understanding of the parties and all previous negotiations and understandings have been merged herein. No modification or waiver of any provision hereof is valid unless in writing and signed by both parties. All notices required hereunder shall be in writing sent to the addresses set forth above, or to such other address as the parties may specify in writing.

**14. Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement, disregarding such illegal, invalid, or unenforceable portion, shall continue in full force and effect as though such void provision had not existed, unless the disregarding of such provision frustrates the purpose of this Agreement, in which case this Agreement shall be deemed terminated.

**15. Assignment.** This Agreement may not be assigned by Publisher without Proprietor's advance written approval. Any purported assignment in violation of this provision shall be void. Proprietor may assign this Agreement in whole or in part.

**16. Reservation of Rights.** All rights, whether now existing or which may hereafter come into existence, that are not explicitly granted by Proprietor to Publisher under this Agreement are reserved to and by Proprietor. Without limiting the foregoing, without the advance written consent of the Proprietor, Publisher shall have no right to publish or produce, nor to grant to any other party the right to publish or produce, any other versions or forms of the Translation, nor to grant to any party a sub-license to the Translation or the rights granted to the Publisher under this Agreement. Also, without limiting the foregoing, Publisher has no rights to publish revised editions of the Translation or new translations of new editions published by Proprietor.

**17. Confidential Information.** (a) Publisher agrees that the terms and provisions of this Agreement are confidential and that, except as required by law, Publisher will not divulge the contents of this Agreement to anyone without obtaining Proprietor's written permission.

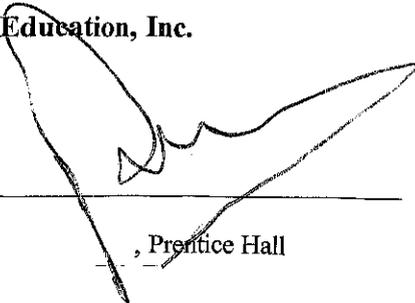
(b) If pursuant to this Agreement, Publisher receives or becomes aware of any information from Proprietor which is confidential or proprietary in nature, Publisher shall keep such information confidential and shall not, without Proprietor's prior written consent, disclose or use in any manner or for any purpose such information, in whole or in part.

**18. Execution of the Agreement.** This Agreement shall be binding on the parties only upon execution by both parties. This Agreement shall be effective only on receipt by Proprietor of a copy of this Agreement, signed by Publisher, together with payment of the advance due pursuant to Paragraph 4, within ninety (90) days from the date of this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement by their duly authorized officers as of the date and year first above written.

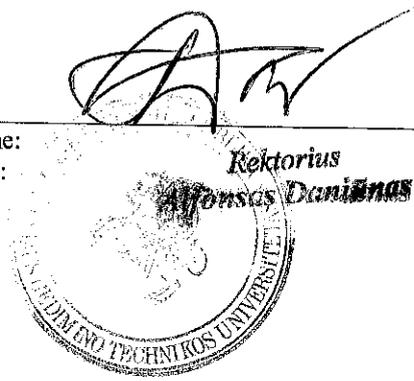
**Pearson Education, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_, Prentice Hall



**VILNIUS GEDIMINAS TECHNICAL UNIVERSITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_, **Rektorius**  
**Affonsas Danišnas**



VGTV leidyklos TECHNICA  
Knygų leidybos skyriaus vedėja  
**Rita Malikėnienė**



VGTV Teisės departamento  
vyr. teisininkas  
**Sigitas Jablonskis**

