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**MYDL number:** MYDL-2401068  
**Quote ID:** Q-129418  
**Customer:** Lithuanian Research Library Consortium  
**Primary Address:** Saulėtekio Ave. 14, 10223 Vilnius, Lithuania

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- The Product Terms;
- The General Terms and Conditions attached hereto;
- Attachment 2: Tender for the services of subscription to the online research database Nature, dated 12/09/2024 (Annex 1 and 2 only) (the "Tender Offer"); however, in case of any conflict or ambiguity, this Tender shall prevail.

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Products	License Fee	
	Year 1 (2025) <i>Excluding VAT</i>	Year 1 (2025) <i>Including VAT</i>
<b>Single Title Journal Subscriptions and Legacy Sets (Springer, Adis, Palgrave Macmillan, Academic journals on nature.com)</b>		
- Academic journals on nature.com	€ 28,972.00	€ 30,420.60
<b>Single Title Journal Subscriptions and Legacy Sets (Nature journals)</b>	€ 286,056.00	€ 300,358.80
<b>License Fees in Total</b>	<b>€ 315,028.00</b>	<b>€ 330,779.40</b>

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Products	License Fee	
	Year 2 (2026) <i>Excluding VAT</i>	Year 2 (2026) <i>Including VAT</i>
<b>Single Title Journal Subscriptions and Legacy Sets (Springer, Adis, Palgrave Macmillan, Academic journals on nature.com)</b>		
- Academic journals on nature.com	€ 29,983.00	€ 31,482.15
<b>Single Title Journal Subscriptions and Legacy Sets (Nature journals)</b>	€ 296,061.00	€ 310,864.05
<b>License Fees in Total</b>	<b>€ 326,044.00</b>	<b>€ 342,346.20</b>

Products	License Fee	
	Year 3 (2027) <i>Excluding VAT</i>	Year 3 (2027) <i>Including VAT</i>
<b>Single Title Journal Subscriptions and Legacy Sets (Springer, Adis, Palgrave Macmillan, Academic journals on nature.com)</b>		
- Academic journals on nature.com	€ 31,029.00	€ 32,580.45
<b>Single Title Journal Subscriptions and Legacy Sets (Nature journals)</b>	€ 306,424.00	€ 321,745.20
<b>License Fees in Total</b>	<b>€ 337,453.00</b>	<b>€ 354,325.65</b>

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## 3. Payment Plan

License Year	Payment Terms	Invoice date	Price
1 January 2025 – 31 December 2025	credit 30 days	No later than 10 <sup>th</sup> December 2024	€ 234,853.37
1 January 2025 – 31 December 2025	credit 120 days	To be confirmed via email/ on or before December 10 <sup>th</sup> 2024	€ 95,926.03
1 January 2026 – 31 December 2026	credit 120 days	To be confirmed via email/ on or before December 10 <sup>th</sup> 2025	€ 342,346.20
1 January 2027 – 31 December 2027	credit 120 days	To be confirmed via email/ on or before December 10 <sup>th</sup> 2026	€ 354,325.65

If the Licensor fails to issue the first invoice to the Customer on or before 10<sup>th</sup> December 2024, it shall be considered that the Licensor has refused to provide the service and therefore he shall lose his right to receive the payment and the License Agreement shall be terminated. In such case the Licensor shall lose his right to the reimbursement of any losses.

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Signature:   
Name (Printed): \_\_\_\_\_  
Title: President  
Date: 30 october 2024

## LICENSOR

Signature:   
Name (Printed): \_\_\_\_\_  
Title: General Manager  
Date: 28. Oktober 2024

  
Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: Managing Director  
Date: 30 October 2024

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment 1****Customer and Licensee Information****Customer Information:**

- Legal Entity Name: Lithuanian Research Library Consortium
- Address: Saulėtekio Ave. 14, 10223 Vilnius, Lithuania
- Contact Individual: , President [@vilniustech.lt](mailto:@vilniustech.lt)
- Business Partner ID: 2000422423

**Licensee Information:**

	Legal Entity Name	Address	Business Partner ID
1	Kaunas University of Technology	K. Donelaicio str. 20 44239 Kaunas Lithuania	3000191744
2	Lithuanian University of Health Sciences	Eiveniu str. 6 50162 Kaunas Lithuania	1000804630
3	State Scientific Research Institute Center for Physical Sciences and Technology	Savanorių Ave. 231 02300 Vilnius Lithuania	3006528421
4	Vilnius University	Universiteto str. 3 1122 Vilnius Lithuania	2000499273
5	Vytautas Magnus University	Donelaicio St. 50-220 44244 Kaunas Lithuania	3000191781
6	The Wroblewski Library of the Lithuanian Academy of Sciences	Zygimantu str. 1/8 1102 Vilnius Lithuania	3002556001

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## 3. Content

### 3.1 Continuing Access Journals

[Academic Journals on nature.com](https://www.nature.com/academic)

#### Lithuanian University of Health Sciences | BPID: 1000804630

	Product ID	Title	ISSN electronic	Year
1	41409E	Bone Marrow Transplantation	1476-5365	2025 - 2027
2	41416E	British Journal of Cancer	1532-1827	2025 - 2027
3	41433E	Eye	1476-5454	2025 - 2027
4	41375E	Leukemia	1476-5551	2025 - 2027

#### Vilnius University | 2000499273

	Product ID	Title	ISSN electronic	Year
1	41415E	British Dental Journal	1476-5373	2025 - 2027
2	41418E	Cell Death & Differentiation	1476-5403	2025 - 2027
3	41430E	European Journal of Clinical Nutrition	1476-5640	2025 - 2027
4	41435E	Genes & Immunity	1476-5470	2025 - 2027
5	41371E	Journal of Human Hypertension	1476-5527	2025 - 2027
6	41372E	Journal of Perinatology	1476-5543	2025 - 2027
7	41375E	Leukemia	1476-5551	2025 - 2027
8	41428E	Polymer Journal	1349-0540	2025 - 2027

- 3.2 Intentionally deleted.

**Product Terms**  
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**(Nature journals)**

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### 3. Content

#### 3.1 Continuing Access Journals

##### **Kaunas University of Technology | BPID: 3000191744**

	Product ID	Title	ISSN electronic	Year
1	41586E	Nature	1476-4687	2025 - 2027
2	41557E	Nature Chemistry	1755-4349	2025 - 2027
3	41560E	Nature Energy	2058-7546	2025 - 2027
4	41563E	Nature Materials	1476-4660	2025 - 2027
5	41565E	Nature Nanotechnology	1748-3395	2025 - 2027

##### **Lithuanian University of Health Sciences | BPID: 1000804630**

	Product ID	Title	ISSN electronic	Year
1	41586E	Nature	1476-4687	2025 - 2027
2	41588E	Nature Genetics	1546-1718	2025 - 2027
3	41591E	Nature Medicine	1546-170X	2025 - 2027
4	41593E	Nature Neuroscience	1546-1726	2025 - 2027
5	41573E	Nature Reviews Drug Discovery	1474-1784	2025 - 2027
6	41582E	Nature Reviews Neurology	1759-4766	2025 - 2027

##### **State Scientific Research Institute Center for Physical Sciences and Technology | BPID: 3006528421**

	Product ID	Title	ISSN electronic	Year
1	41586E	Nature	1476-4687	2025 - 2027
2	41550E	Nature Astronomy	2397-3366	2025 - 2027
3	41929E	Nature Catalysis	2520-1158	2025 - 2027
4	41557E	Nature Chemistry	1755-4349	2025 - 2027
5	41558E	Nature Climate Change	1758-6798	2025 - 2027
6	41928E	Nature Electronics	2520-1131	2025 - 2027
7	41560E	Nature Energy	2058-7546	2025 - 2027
8	41561E	Nature Geoscience	1752-0908	2025 - 2027
9	41563E	Nature Materials	1476-4660	2025 - 2027
10	41565E	Nature Nanotechnology	1748-3395	2025 - 2027
11	41566E	Nature Photonics	1749-4893	2025 - 2027
12	41567E	Nature Physics	1745-2481	2025 - 2027
13	41570E	Nature Reviews Chemistry	2397-3358	2025 - 2027
14	42254E	Nature Reviews Physics	2522-5820	2025 - 2027

**Vilnius University | 2000499273**

	Product ID	Title	ISSN electronic	Year
1	41586E	Nature	1476-4687	2025 - 2027
2	41587E	Nature Biotechnology	1546-1696	2025 - 2027
3	41557E	Nature Chemistry	1755-4349	2025 - 2027
4	41558E	Nature Climate Change	1758-6798	2025 - 2027
5	41563E	Nature Materials	1476-4660	2025 - 2027
6	41591E	Nature Medicine	1546-170X	2025 - 2027
7	41565E	Nature Nanotechnology	1748-3395	2025 - 2027
8	41593E	Nature Neuroscience	1546-1726	2025 - 2027
9	41566E	Nature Photonics	1749-4893	2025 - 2027
10	41567E	Nature Physics	1745-2481	2025 - 2027
11	41596E	Nature Protocols	1750-2799	2025 - 2027
12	41571E	Nature Reviews Clinical Oncology	1759-4782	2025 - 2027
13	41575E	Nature Reviews Gastroenterology & Hepatology	1759-5053	2025 - 2027
14	41576E	Nature Reviews Genetics	1471-0064	2025 - 2027
15	41577E	Nature Reviews Immunology	1474-1741	2025 - 2027
16	41579E	Nature Reviews Microbiology	1740-1534	2025 - 2027
17	41580E	Nature Reviews Molecular Cell Biology	1471-0080	2025 - 2027
18	41584E	Nature Reviews Rheumatology	1759-4804	2025 - 2027
19	41594E	Nature Structural & Molecular Biology	1545-9985	2025 - 2027

**Vytautas Magnus University | 3000191781**

	Product ID	Title	ISSN electronic	Year
1	41586E	Nature	1476-4687	2025 - 2027

**The Wroblewski Library of the Lithuanian Academy of Sciences | 3002556001**

	Product ID	Title	ISSN electronic	Year
1	41586E	Nature	1476-4687	2025 - 2027

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## 6. License Fees

- 6.1. Customer shall pay the fees set forth in the License Agreement (the "**License Fees**"). Delayed payments shall be subject to interest charges at the interest rate of 7% above the set VILIBOR - Vilnius Interbank Offered Rate for Main Refinancing Operations. The Customer has the right to prove that the actual damage incurred by its default is less than as set forth in the second sentence of this Section 6.1, and will then only be obliged to pay the actual damage.
- 6.2. All amounts payable by Customer shall be inclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments. Collection and/or remittance of such taxes to the relevant tax authority shall be the responsibility of the party who has the legal obligation to do so.
- 6.3. The License Fee, or any portion thereof, may be invoiced by a Licensor Affiliate, or by an agent designated by Licensor. Payment will be deemed made when received (i) by Licensor, (ii) a Licensor Affiliate, (iii) an agent designated by Licensor, or, (iv) with Licensor's prior written consent, an agent designated

by Customer.

## 7. Term and Termination

- 7.1. Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party if the other party (including, with respect to Customer, an individual Licensee) materially breaches this License Agreement and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail.
- 7.2. Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party (including, with respect to Customer, an individual Licensee) if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.
- 7.3. In the event Customer fails to pay the License Fee for Content provided under one or more Product Terms, and fails to cure such non-payment within 60 calendar days following notice from Licensor, Licensor may, in its sole discretion, either (a) immediately and without further notice suspend access to the Content licensed under such Product Terms or (b) terminate the License Agreement pursuant to Section 7.1, either in its entirety, or solely with respect to the Content licensed under such Product Terms.
- 7.4. Licensor may suspend the provision of the Content to a Licensee with immediate effect on notice if Licensor has reasonable grounds to believe that Content is being used in a manner contrary to the terms of this License Agreement, without prejudice to any other rights Licensor may have at law or in equity.
- 7.5. In the event of termination or expiration of the License Agreement for any reason (a) the license grant shall terminate with regard to the Content, (b) Licensee shall discontinue accessing the Content via the Platforms, (c) Licensee shall delete or destroy all copies of the Content on electronic and physical storage mediums in its possession or control, and (d) use reasonable efforts to ensure that its Authorized Users delete or destroy Content on their personal electronic devices and physical storage mediums. For clarity, however, the first sentence of this Section 7.5 does not apply upon expiration of the Term of a Product with Continuing Access specified in the

applicable Product Terms. All confidentiality, and payment obligations in the License Agreement up to the termination date shall survive such termination or expiration.

- 7.6. Any termination right under this Section 7 may be exercised by or against Customer, or an individual Licensee, provided that in the case of termination by Licensor with respect to an individual Licensee, or termination by an individual Licensee with respect to Licensor, this License Agreement shall remain in effect with respect to all other Licensees.
- 7.7. The Licensee may terminate this License Agreement:
- 7.7.1 if the License was awarded to the Licensor 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);
- 7.7.2 if the License Agreement has been subject to a substantial modification as prescribed in clause 89 of the Law on Public Procurement of the Republic of Lithuania.
- 7.7.3 if the Licensor should have been excluded during the procurement procedure;
- 7.7.4. in the case of loss of funding or merger or closure of any Authorised 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 Authorised Users of the Authorised Institutions during the period of the validity of this License Agreement.
- 7.7.5. if the international sanctions are applied to the Publisher 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 destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2022, etc.)
- 7.8 Upon termination of this License Agreement according to clause 7.7, the Licensor shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this License Agreement.
- 7.9 The agreement terminates automatically if the conditions are not met according to the payment plan as described in clause 3 of the License Agreement.

## 8. Confidentiality

The License Agreement is the confidential and proprietary information, and a trade secret, of Licensor (collectively, the "Confidential Information"). Confidential Information shall not include any information which at the time of disclosure is (a) known to the recipient independently of this License Agreement without a breach of any confidentiality obligation; (b) is in the public domain; (c) is made available to the recipient

at any time by an independent third party which has not obtained it directly or indirectly in breach of any obligation of confidentiality to Licensor. Customer and Licensee agree to keep the Confidential Information strictly confidential and shall not disclose it to any third party except: (x) to officers, accountants, attorneys, insurers or agents of Customer and Licensee who have a need to know the Confidential Information in order to permit Customer and Licensee to exercise its rights or fulfill its obligations under this License Agreement, and who are bound by a legal obligation of confidentiality with respect to the Confidential Information, (y) as required by law, or (z) pursuant to a properly issued subpoena, any order of any court, or other authority or governmental agency with the authority to obtain information regarding the License Agreement. If Customer or Licensee is requested to disclose any Confidential Information pursuant to (y) or (z) above, it shall immediately notify Licensor of such request, to the extent legally permissible give Licensor a reasonable opportunity to challenge the disclosure, and provide Licensor with information reasonably necessary for Licensor to seek a protective order or in connection with other measures sought by Licensor to ensure that the recipient of the Confidential Information keeps it confidential. For avoidance of doubt, the License Agreement shall be published on the Central Public Procurement Informational System [www.cvpp.lt](http://www.cvpp.lt).

## 9. Representations, Warranties, Indemnification

- 9.1. Licensor represents and warrants that (a) it has sufficient rights in and to the Content as granted herein, and (b) use of the Content by Licensee in accordance with the License Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.
- 9.2. Licensor shall not be liable for any damages caused by (a) use of the Content by Licensee or any Authorized User other than as expressly permitted under this License Agreement; (b) any failure or malfunction resulting wholly or to any material extent from the Licensee's and/or Authorized User's willful misconduct, negligence, operator error, use other than in accordance with user documentation made available by Licensor; (c) failure by Licensee to implement recommendations previously advised by Licensor in respect of, or solutions for, faults in the Content or the Platforms; or (d) the decompilation or modification of the Content or its merger with any other program by any person other than Licensor.
- 9.3. Licensor shall defend, indemnify, and hold harmless Licensee and its Affiliates, successors and assigns ("Indemnified Parties") from and against all demands, obligations, costs, losses and liabilities arising from third-party claims, (including reasonable attorney fees if a defense is not provided by Licensor, reasonable fees being such fees allowed by statutory law, if applicable) incurred by Licensee which arise out of a violation of its representations and warranties set forth herein, subject to the conditions that Licensee (a) notify

Licensor immediately upon becoming aware of any such third-party claim, (b) not attempt to compromise or settle the claim, (c) provide Licensor with all reasonably requested information and assistance, and (d) permit Licensor to have sole conduct of the defense and/or settlement of such claim with counsel of Licensor's choice at its expense. This Section 9.3 shall be the sole and exclusive remedy the Indemnified Parties may have with respect to any third party claims of misappropriation or infringement of intellectual property for the Content. This indemnification obligation shall not apply in relation to claims based in whole or in part on the use of the Content by Licensee or any Authorized User other than as expressly permitted under this License Agreement.

- 9.4. EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR PROVIDES THE CONTENT "AS IS" AND MAKES NO OTHER REPRESENTATION OR WARRANTY. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS LICENSE AGREEMENT IS LIMITED TO THE LICENSE FEES ACTUALLY PAID TO LICENSOR IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.
- 9.5. Customer represents and warrants that (a) it has the requisite authority to enter into this License Agreement and (b) if acting on behalf of one or more Licensees (i) it is fully and unconditionally authorized so to act and to bind such Licensee(s) to this License Agreement, and (ii) it has provided a copy of the License Agreement to Licensee(s) or afforded Licensee(s) the opportunity to review all provisions of the License Agreement applicable to Licensee(s).
- 9.6. Customer represents that neither Customer nor any Licensee is currently the subject or target of any sanctions imposed by the sanctions authority of any government and agrees that it will not supply Licensor with any IP Address that may provide access to the Content to any entity or person when it has reason to believe providing such access would, or is likely to, violate applicable sanctions. Licensor may unilaterally terminate this License Agreement, either in whole or with respect to a particular Licensee, with immediate effect on written notice if Licensor has reasonable grounds to believe

that either (i) Customer is in breach of that representation or (ii) Licensor may violate applicable sanctions by the provision of access to Content under the License Agreement due to a change in law or the placement of an entity or person on a sanctions black list.

## 10. General

- 10.1. Licensor may use affiliates to meet its obligations under this License Agreement or may pledge its assets, including this License Agreement, or undertake a similar arrangement in connection with credit agreements. Licensor will require any such party to comply with Licensor's obligations under this License Agreement. Licensor may not assign its rights or delegate its other obligations or any part thereof under the License Agreement without the prior written consent of Customer. Any attempt by Licensor to assign or delegate any rights or obligations set forth in the License Agreement without Customer's prior written consent shall be null and void. Customer or Licensee may not assign its rights or delegate its obligations or any part thereof under the License Agreement without the prior written consent of Licensor. Any attempt by Customer or Licensee to assign or delegate any rights or obligations set forth in the License Agreement without Licensor's prior written consent shall be null and void.
- 10.2. Except for any obligations to make payments to the other party hereunder, either party's delay or failure to perform any term or condition of the License Agreement as a result of circumstances beyond its control such as, but not limited to, wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, strikes, fires, floods, earthquakes, explosions, acts of God, governmental restrictions, market manipulations, actions, orders or laws, embargos or blockades, national or regional emergencies, power, telecommunications or Internet failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the License Agreement or a basis for liability.
- 10.3. If any covenant or other provision of the License Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect.
- 10.4. Entire Agreement; Modification: This License Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This License Agreement constitutes the entire agreement between the parties concerning its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both parties, except that in the case of waivers or consents, the foregoing requirements shall apply

solely to the party giving such waiver or consent. Failure or delay of either party to enforce any of its rights under this License Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder. 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. A member of the Customer's consortium may opt out of this License 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 Licensee's consortium opts out of this License Agreement, such consortium member's Fee will be deducted from the invoice for the year in which such opting out is to be effective.

- 10.5. In case of a conflict or ambiguity between these General Terms and Conditions and the Product Terms, the Product Terms shall prevail. In the event this License Agreement is translated into a language other than English, the English-language version of this License Agreement shall prevail in the event of any conflict between the English-language version and the translated version.
- 10.6. The License Agreement and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of the Federal Republic of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principle.
- 10.7. The parties acknowledge and agree that any controversies and disputes arising out of the License Agreement shall be decided exclusively by the courts of or having jurisdiction for Heidelberg, Germany, as far as legally permissible.
- 10.8. All notices given pursuant to the License Agreement shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail). Notice to Licensor shall be to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands, with a copy to Legal Department, Springer Nature, Heidelberger Platz, 3, 14197 Berlin, Germany. Notice to Customer shall be to the address set forth in the License Details.
- 10.9. This License Agreement is solely for Licensor's, Customer's and Licensee's benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this License Agreement.

**Attachment 2**

Tender for the services of subscription to the online research database Nature, dated 12/09/2024 (Annex 1 and 2 only)  
(the "Tender Offer").

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  
NATURE JOURNALS AND ACADEMIC JOURNALS ON NATURE.COM**

18. September 2024

INSERT DATE

Heidelberg

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>	Springer Nature Customer Service Center GmbH
The name, surname and position of the person responsible for the availability of the access	Regional Sales Director CEE
Phone	+420 725 026 101
E-mail	<a href="mailto:@springernature.com">@springernature.com</a>

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

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

**Year 2025**

Item No.	Type of proposed services	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>1</sup>
1.	The services of subscription to the online research database <i>Nature Journals and Academic journals on nature.com</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:		
1.1	Kaunas University of Technology	€ 38,393.00	€ 40,312.65
1.2	Lithuanian University of Health Sciences	€ 60,467.00	€ 63,490.35
1.3	Vilnius University	€ 133,482.00	€ 140,156.10
1.4	The Wroblewski Library of the Lithuanian Academy of Sciences	€ 9,547.00	€ 10,024.35
1.5	Vytautas Magnus University	€ 13,223.00	€ 13,884.15
1.6	State Scientific Research Institute Center for Physical Sciences and Technology	€ 59,916.00	€ 62,911.80
	<b>TOTAL for year 2025 :</b>	<b>€ 315,028.00</b>	<b>€ 330,779.40</b>

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

**Year 2026**

Item No.	Type of proposed services	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>2</sup>
1.	The services of subscription to the online research database <i>Nature Journals and Academic journals on nature.com</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:		
1.1	Kaunas University of Technology	<b>€ 39,736.00</b>	€ 41,722.80
1.2	Lithuanian University of Health Sciences	<b>€ 62,581.00</b>	€ 65,710.05
1.3	Vilnius University	<b>€ 138,151.00</b>	€ 145,058.55
1.4	The Wroblewski Library of the Lithuanian Academy of Sciences	<b>€ 9,881.00</b>	€ 10,375.05
1.5	Vytautas Magnus University	<b>€ 13,685.00</b>	€ 14,369.25
1.6	State Scientific Research Institute Center for Physical Sciences and Technology	<b>€ 62,010.00</b>	€ 65,110.50
	<b>TOTAL for year 2026 :</b>	<b>€ 326,044.00</b>	<b>€ 342,346.20</b>

**Year 2027**

Item No.	Type of proposed services	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>3</sup>
1.	The services of subscription to the online research database <i>Nature Journals and Academic journals on nature.com</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:		
1.1	Kaunas University of Technology	<b>€ 41,126.00</b>	€ 43,182.30
1.2	Lithuanian University of Health Sciences	<b>€ 64,772.00</b>	€ 68,010.60
1.3	Vilnius University	<b>€ 142,987.00</b>	€ 150,136.35
1.4	The Wroblewski Library of the Lithuanian Academy of Sciences	<b>€ 10,226.00</b>	€ 10,737.30
1.5	Vytautas Magnus University	<b>€ 14,164.00</b>	€ 14,872.20
1.6	State Scientific Research Institute Center for Physical Sciences and Technology	<b>€ 64,178.00</b>	€ 67,386.90
	<b>TOTAL for year 2027 :</b>	<b>€ 337,453.00</b>	<b>€ 354,325.65</b>

Total price of the Tender, VAT inclusive 1,027,451.25 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 48,926.25 EUR. The VAT rate is 5 %.

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

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

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

3.1. Instalment 1 – from 1 January 2025 till 31 December 2025 – 234,853.37 EUR (VAT inclusive), which represents 71 percent of the amount indicated in the Tender as payable for the year 2025;

3.2. Instalment 2 – from 1 January 2025 till 31 December 2025 – 95,926.03 EUR (VAT inclusive), which represents 29 percent of the amount indicated in the Tender as payable for the year 2025;

3.3. Instalment 3 – from 1 January 2026 till 31 December 2026 – 342,346.20 EUR (VAT inclusive)

3.4. Instalment 4 – from 1 January 2027 till 31 December 2027 – 354,325.65 EUR (VAT inclusive)

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

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

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

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	The Form of the Tender (Annex 1)	4
2.	Specification of the Procurement Object Annex 2	6
4.	Declaration of Oath (Annex 4)	3
5.	The Supplier's Declaration (Annex 5)	1
6.	Copy of the certificate of no criminal record (Auskunft aus dem Gewerbezentralregister) of Springer Nature Customer Service GmbH	8
7.	Copies of the certificate of no criminal record (Führungszeugnis) of Springer Nature Customer Service Center GmbH's authorized representatives:	
	a. _____	1
	d. _____	1
	c. _____	1
8.	Copy of Certification in Tax Matters	3
9.	Copy of Clearance Certificate (re: Social insurance contributions)	1
10.	Certificate of Membership	1
11.	ESPD-response (annex 3)	17

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
	The Certificates of Good Conduct (criminal record)
	The Price split per product and Licensee information in the license agreement that shall be conducted after the tender has been completed (total price not included)

\* 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
	General Manager / Director Global Logistics
	Chief Financial Officer
	Managing Director

Signature:

  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: General Manager

Date: 18. September 2024

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: CFO

Date: 18. September 2024

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing Director

Date: 18 September 2024

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

**TECHNICAL SPECIFICATION**

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH  
DATABASE *NATURE JOURNALS AND ACADEMIC JOURNALS ON NATURE.COM***

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

*II. Requirements for the scope of the services*

4. The Authorised Users of the LMBA Authorised Institutions (as defined in the License Agreement with the Supplier) shall have access to the Licensed Materials of the online research database *Nature Journals and Academic journals on nature.com*:

<b>Journal Title</b>	<b>eISSN</b>
Nature (including Nature News)	1476-4687
Bone Marrow Transplantation	1476-5365
British Dental Journal	1476-5373
British Journal of Cancer	1532-1827
Cell Death and Differentiation	1476-5403
European Journal of Clinical Nutrition	1476-5640
Eye	1476-5454
Genes and Immunity	1476-5470
Journal of Human Hypertension	1476-5527

Journal of Perinatology	1476-5543
Leukemia	1476-5551
Nature Astronomy (new)	2397-3366
Nature Biotechnology	1546-1696
Nature Catalysis (new)	2520-1158
Nature Chemistry	1755-4349
Nature Climate Change	1758-6798
Nature Electronics (new)	2520-1131
Nature Energy	2058-7546
Nature Genetics	1546-1718
Nature Geoscience (new)	1752-0908
Nature Materials	1476-4660
Nature Medicine	1546-170X
Nature Nanotechnology	1748-3395
Nature Neurosciences	1546-1726
Nature Photonics	1749-4893
Nature Physics	1745-2473
Nature Protocols	1750-2799
Nature Reviews Chemistry (new)	1755-4349
Nature Reviews Clinical Oncology	1759-4782
Nature Reviews Drug Discovery	1474-1784
Nature Reviews Gastroenterology and Hepatology	1759-5053
Nature Reviews Genetics	1471-0064
Nature Reviews Immunology	1474-1741
Nature Reviews Microbiology	1740-1534
Nature Reviews Molecular Cell Biology	1471-0080
Nature Review Neurology (new)	1759-4766
Nature Reviews Physics (new)	2522-5820
Nature Reviews Rheumatology	1759-4804
Nature Structural & Molecular Biology	1545-9985
Polymer Journal	1349-0540

5. The content of the Licensed Materials shall be available from the newest issues of the current year. In addition, during the Term only, Authorized Institutions shall be granted access to the content of the Licensed Materials of the Continuing Access Journals titles published beginning four years prior to the Commencement Date defined in the corresponding License Agreement with Supplier (or, if later, first date of publication) “Backfile Access During the Term”.
6. The Authorized 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 *Nature Journals and Academic journals on nature.com* from **1 January 2025 till 31 December 2027 (with opt out clause in case of no funding available for 2026 and 2027)**, 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.

7. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
8. At the request of the Authorized Institutions the Supplier shall make available the Holding List of the Licensed Materials in KBART format.

### *III. Authorised Institutions*

9. Access to the Licensed Materials listed in Item 4 shall be given to the Authorised Users of the Authorised Institutions listed in Item 10 by allocating as follows:

<b>Authorised Institution</b>	<b>Journal Title</b>
Kaunas University of Technology	Nature (including Nature News) Nature Chemistry Nature Materials Nature Nanotechnology Nature Energy
Lithuanian University of Health Sciences	Nature (including Nature News) British Journal of Cancer Nature Genetics Nature Medicine Nature Neurosciences Nature Reviews Drug Discovery Bone Marrow Transplantation Leukemia Eye Nature Review Neurology ( <b>new</b> )
Wroblewski Library of the Lithuanian Academy of Sciences	Nature (including Nature News)
Vilnius University	Nature (including Nature News) British Dental Journal Cell Death and Differentiation European Journal of Clinical Nutrition Genes and Immunity Journal of Human Hypertension Journal of Perinatology Leukemia Nature Biotechnology Nature Materials Nature Medicine Nature Nanotechnology Nature Neuroscience Nature Photonics Nature Physics Nature Protocols Nature Reviews Clinical Oncology Nature Reviews Gastroenterology & Hepatology Nature Reviews Genetics Nature Reviews Immunology Nature Reviews Microbiology Nature Reviews Molecular Cell Biology

	Nature Reviews Rheumatology Polymer Journal Nature Structural & Molecular Biology Nature Chemistry Nature Climate Change
Vytautas Magnus University	Nature (including Nature News)
State Scientific Research Institute Center for Physical Sciences and Technology (New)	Nature (including Nature News) Nature Materials Nature Chemistry Nature Nanotechnology Nature Photonics Nature Physics Nature Catalysis Nature Climate Change Nature Geoscience Nature Astronomy Nature Electronics Nature Energy Nature Reviews Chemistry Nature Reviews Physics

10. The online access, including the remote access (except for walk in users) by the Authorised Users, to the Licensed Materials of the online research database *Nature Journals and Academic journals on nature.com* shall be given to the unlimited number of the concurrent Authorised Users via the IP addresses of 6 (six) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE in academic institutions/ registered adult readers in public and other libraries	Address	IP addresses
1.	Kaunas University of Technology	7401	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64- 193.219.170.71 VPN 193.219.170.80-95 VPN 193.219.171.0- 193.219.171.7 Wi-Fi 158.129.40-47.*
2.	Lithuanian	7857	Eivenių g. 6,	193.219.37.*

	University of Health Sciences		LT-50162 Kaunas, Lithuania	193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 195.182.67.242
3.	Vilnius University	23610	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.*
4.	The Wroblewski Library of the Lithuanian Academy of Sciences	9232	Žygimantų g. 1/8, LT-01102 Vilnius, Lithuania	193.219.88.2 (Proxy)
5.	Vytautas Magnus University	8368	K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania	158.129.48-71.0-255 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-255 193.219.190.175-255 193.219.38.0-255 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255
6.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	158.129.176.1-254 158.129.177.1-254 193.219.94.203 193.219.59.1-30 193.219.49.161-166 193.219.52.1-254 193.219.74.198 193.219.56.128-255 193.219.139.240-255

				193.219.49.112-119
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11. Any of the IP addresses indicated in Item 10 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement. Supplier reserves the right to confirm accuracy of the IP address (es) supplied before grant of access.