

## LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on the date of signing

**BETWEEN: EBSCO International, Inc. as exclusive distributor of EBSCO Publishing, Inc.,** whose registered office is at 5724 Highway 280 East, Birmingham, AL 35242, USA (the "Publisher").

**AND THE LITHUANIAN RESEARCH LIBRARY CONSORTIUM** whose registered office is at Saulėtekio al. 14, LT-10223 Vilnius, Lithuania (the "Licensee").

### RECITALS

**WHEREAS** the Publisher holds the rights granted under this Licence Agreement

**AND WHEREAS** the Publisher has submitted the Tender and the Licensee has made the decision of the contract award on this Tender during the public procurement procedure for the services of subscription to the online research databases ("Online Research Databases") stated in Schedule 1.

*ART AND ARCHITECTURE COMPLETE,  
ART AND ARCHITECTURE SOURCE,  
CENTRAL AND EASTERN EUROPEAN ACADEMIC SOURCE (CEEAS),  
CINAHL ULTIMATE,  
COMMUNICATION SOURCE,  
APPLIED SCIENCE AND TECHNOLOGY SOURCE,  
DENTISTRY & ORAL SCIENCES SOURCE,  
EBSCO EBOOK ACADEMIC COLLECTION,  
EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE),  
ECONLIT WITH FULL TEXT,  
EDUCATION SOURCE,  
EDUCATION SOURCE ULTIMATE,  
HUMANITIES SOURCE,  
INTERNATIONAL BIBLIOGRAPHY OF THEATRE AND DANCE WITH FULL TEXT,  
MEDLINE ULTIMATE,  
MENTAL MEASUREMENTS YEARBOOK,  
ONARCHITECTURE,  
SOCINDEX WITH FULL TEXT,  
SPORTDISCUS WITH FULL TEXT*

**AND WHEREAS** the parties are desirous of reaching the agreement to make access to the Licensed Material available to the Authorised Users of the Authorised Institutions.

## IT IS AGREED AS FOLLOWS

### 1. DEFINITIONS

1.1 In this Licence Agreement, the following terms shall have the following meanings:

- "Authorised Institution" means an Eligible Institution listed in Schedule 1.
- "Authorised Users" means individuals who are authorised by an Authorised Institution to access the Authorised Institution's information services whether from a computer or terminal on the Authorised Institution's Secure Network, or off site via a modem link to a valid IP address on the Authorised Institution's Secure Network and who are affiliated to the Authorised Institution as a current student, faculty member or employee of the Authorised Institution. Persons who are not a current student, faculty member or an employee of the Authorised Institution, but who are permitted to access the Secure Network from computer terminals within the Library Premises (the "Walk-In Users") are also deemed to be the Authorised Users, only for the time they are within the Library Premises. The Walk-In Users may not be given means to access the Licensed Material when they are not within the Library Premises.
- "Commercial Use" means the use of the Licensed Material for the purpose of monetary reward (whether by or for the Licensee, an Authorised Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither the recovery of direct cost by the Authorised Institutions from the Authorised Users, nor use by the Authorised Institutions or the Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
- "Educational Purposes" means the purposes of education, teaching, non-commercial distance learning, private study and/or research.
- "Fee" means the Fee set out in Clause 7.1. The Fee shall be in line with the Tender for the Services of Subscription to the Online Research Databases.

*ART AND ARCHITECTURE COMPLETE,*  
*ART AND ARCHITECTURE SOURCE,*  
*CENTRAL AND EASTERN EUROPEAN ACADEMIC SOURCE (CEEAS),*  
*CINAHL ULTIMATE,*  
*COMMUNICATION SOURCE,*  
*APPLIED SCIENCE AND TECHNOLOGY SOURCE,*  
*DENTISTRY & ORAL SCIENCES SOURCE,*  
*EBSCO EBOOK ACADEMIC COLLECTION,*  
*EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE),*  
*ECONLIT WITH FULL TEXT,*  
*EDUCATION SOURCE,*  
*EDUCATION SOURCE ULTIMATE,*  
*HUMANITIES SOURCE,*  
*INTERNATIONAL BIBLIOGRAPHY OF THEATRE AND DANCE WITH FULL  
TEXT,*  
*MEDLINE ULTIMATE,*  
*MENTAL MEASUREMENTS YEARBOOK,*  
*ONARCHITECTURE,*  
*SOCINDEX WITH FULL TEXT,*  
*SPORTDISCUS WITH FULL TEXT* (Schedule 1).

"Licensed Material"	means the material contained within the Online Research Databases listed in Schedule 1.
"Library Premises"	means the physical premises of the library or libraries operated by an Authorised Institution to access the Licensed Material contained within the Online Research Databases as listed in Schedule 1.
"Licensee"	means the Lithuanian Research Library Consortium - the organisation that may enter on behalf of the Authorised Institutions into this Licence Agreement with the Publisher.

"Secure Authentication"	means access to the Licensed Material by Internet Protocol ("IP") ranges or by a username and password provided by the Licensee or by another means of authentication agreed between the Publisher and the Licensee.
"Secure Network"	means a network which is only accessible to the Authorised Users by Secure Authentication.
"Schedule 1"	means the Tender for the Services of Subscription to the Online Research Databases specified therein.

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*ART AND ARCHITECTURE SOURCE,*

*CENTRAL AND EASTERN EUROPEAN ACADEMIC SOURCE (CEEAS),*

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*HUMANITIES SOURCE,*

*INTERNATIONAL BIBLIOGRAPHY OF THEATRE AND DANCE WITH FULL TEXT,*

*MEDLINE ULTIMATE,*

*MENTAL MEASUREMENTS YEARBOOK,*

*ONARCHITECTURE,*

*SOCINDEX WITH FULL TEXT,*

*SPORTDISCUS WITH FULL TEXT,* submitted on 25 October 2024.

- 1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

## **2. LICENCE GRANT**

- 2.1 In consideration for the Fee, the Publisher hereby grants to the Licensee a non-exclusive licence to access and use the Licensed Material and to allow the Authorised Users of the Authorised Institutions to access and use the Licensed Material on the terms and conditions set forth in this Licence Agreement. Access to the Licensed Materials listed in Schedule 1 hereto shall be initiated after coming into effect of the Licence Agreement.

## **3. PERMITTED USES**

- 3.1 Throughout the term of this Licence Agreement, the Licensee and the Authorised Institutions may use the Licensed Materials for the following Educational Purposes only:
  - 3.1.1 make such local temporary copies of all or part of the Licensed Material as are necessary to ensure the efficient use of the Licensed Material, provided that such use is subject to all terms and conditions of this Licence;
  - 3.1.2 provide the Authorised Users with integrated access including the article author, article title and the keyword index to the Licensed Materials and all other similar material licensed from other publishers;
  - 3.1.3 As long as such uses are in compliance with applicable copyright laws, allow the Authorised Users to:
    - 3.1.3.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
    - 3.1.3.2 electronically save parts of the Licensed Material;
    - 3.1.3.3 print out single copies of parts of the Licensed Material;
    - 3.1.3.4 incorporate parts of the Licensed Material in printed and electronic, study packs, resource lists and any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner.
    - 3.1.3.5 to incorporate limited parts of the Licensed Material in printed or electronic form in assignments, portfolios, theses and in dissertations, including reproductions of the dissertation (the "Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Each item shall carry

4.1.6 systematically distribute the whole or any part of the Licensed Material to anyone other than the Authorised Users;

4.1.7 use all or any part of the Licensed Material in course packs.

## **5. RESPONSIBILITIES OF THE PUBLISHER**

5.1 The Publisher shall:

5.1.1 provide access and allow the use of the Licensed Material in accordance with the provisions as laid down in this Licence Agreement;

5.1.2 make the Licensed Material available to the Authorised Institutions, either from the Publisher's server or the server of a third party, in the format and time schedule specified in Schedule 1;

5.1.3 provide customer support services to the Authorised Institutions and their Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material;

5.1.4 provide electronic product documentation free of charge. The Publisher shall allow the copies of all documentation to be made and distributed to the Authorised Institutions provided that it is either duplicated in full, or a proper ownership acknowledgement is included;

5.1.5 make available to the Licensee the COUNTER-compliant usage statistics on at least a quarterly basis

## **6. RESPONSIBILITIES OF THE LICENSEE**

6.1 The Licensee agrees to:

6.1.1 use all reasonable efforts to ensure that the Authorised Institutions are made aware of the terms of this Licence Agreement;

6.1.2 use all reasonable efforts to ensure that the Authorised Institutions and the Authorised Users comply with the terms of this Licence Agreement. After becoming aware of any unauthorised use or other breach, the Licensee shall immediately notify the Publisher and take all reasonable steps to ensure that such activity ceases and to prevent its recurrence;

6.1.3 provide or shall cause the Authorised Institutions to provide the Publisher with the lists of the valid IP addresses and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time; and

6.1.4 cause for the Authorised Institutions to undertake to the Publisher that the Authorised Institution's computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the

- appropriate acknowledgement of the source, listing title and copyright owner;
- 3.1.3.6 supply to an Authorised User of a non-commercial library located in the same country as the Licensee (whether by post, fax or secure electronic transmission, provided that the electronic file is deleted immediately after printing and the receiving library is made aware of this by the Authorised User) a single paper copy of an electronic original of an individual document;
- 3.1.3.7 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1.3.8 display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training the Authorised Users;
- 3.1.3.9 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, workshop or other such similar activity;
- 3.1.3.10 make such copies of any network training material as may be required for the purpose of using the Licensed Material in accordance with this Agreement.
- 3.1.3.11 Permitted uses under Section 3 apply to the vast majority of content in EBSCO databases. However, publishers (content providers) may impose their own conditions applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content.

#### **4. RESTRICTIONS**

- 4.1 Save as provided herein, the Licensee, Authorised Institutions and the Authorised Users throughout the period of validity of the Licence Agreement and after expiry of the Licence Agreement may not:
  - 4.1.1 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;
  - 4.1.2 remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear.
  - 4.1.3 alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is permitted;
  - 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by the Secure Network;
  - 4.1.5 make printed or electronic copies of multiple extracts of the Licensed Material for any purpose, beyond those authorised by this Licence;

Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence Agreement, the Authorised Institutions will continue to make best efforts to bar non-permitted access and to convey the appropriate use information to its Authorised Users.

**7. FEE**

7.1 The Licensee shall pay the Publisher the Fee of 1,641.044,00 USD, VAT inclusive, for access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Licence Agreement. This amount includes all costs and all taxes, as well as the VAT which is equal 0 USD. The VAT rate is 0%.

7.2 The Licensee shall pay the Fee within 60 days from the date of the invoice issued by the Publisher to the Licensee. The Publisher will invoice the Licensee with the invoices in the maximum amount and for the periods indicated below:

7.2.1. Instalment 1 – from 1 January 2025 till 31 December 2025 – 378.643,00 USD (VAT inclusive), which represents 71 percent of the amount indicated in the Tender as payable for the year 2025, which is due no later than December 10, 2024;

7.2.2. Instalment 2 – from 1 January 2025 till 31 December 2025 – 154.657,00 USD (VAT inclusive), which represents 29 percent of the amount indicated in the Tender as payable for the year 2025, which is due no later than December 10, 2024;

7.2.3. Instalment 3 – from 1 January 2026 till 31 December 2026 – 546.897,00 USD (VAT inclusive)

7.2.4. Instalment 4 – from 1 January 2027 till 31 December 2027 – 560.847,00 USD (VAT inclusive)

7.3 The Publisher will invoice the Licensee in the amount payable and due at the address as set out below:

Lithuanian Research Library Consortium  
Sauletekio al. 14,  
LT-10223 Vilnius,  
Lithuania.

7.4 The Publisher shall issue only an electronic invoice to the Licensee. The Publisher may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoices, which are not compatible with the European standard on electronic invoicing should be issued via SABIS informational system (<https://sabis.nbfc.lt>) if functionality for foreign suppliers to issue invoices in English will be available. Licensee accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war

or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between the Licensee and the Publisher using SABIS.

- 7.5 If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the Licensee has notified the Publisher about the lost access), the Publisher shall pay the Licensee 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 Publisher. 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 Licensee or any Authorised Institution or Authorised User.
- 7.6 A member of the Licensee'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 Licensee'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. Should the only Authorized Institution withdraw from the Agreement before the end of the Term, the Agreement shall automatically terminate once the Licensee notifies the Publisher as specified in this clause. The termination will take effect at the start of the next subscription term to which the withdrawal applies.
- 7.7 No later than by 10 December 2024 the Publisher shall issue to the LMBA the first invoice in the amount indicated in Clause 7.2.1 Instalment 1 as payable for the year 2025. If the Publisher fails to issue the invoice to LMBA at a fixed date, it shall be considered that the Publisher has refused to provide the service and therefore he shall lose his right to receive the payment, and the Agreement shall be terminated. In such case the Publisher shall lose his right to the reimbursement of any losses.  
The Publisher 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 the Publisher has refused to provide the service for that particular year and the Agreement shall be terminated. In such case the Publisher shall lose his right to the reimbursement of any losses.

## 8. TERM AND TERMINATION

- 8.1 The term of this Licence Agreement will commence on **1 January 2025** and will remain in full force and effect till **31 December 2027** unless terminated earlier as provided for in Clauses 7.7 and 8.
- 8.2 Any party may terminate this Licence Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Licence Agreement by serving a written notice to the other party identifying the nature of the breach. The termination will become effective thirty (30) days after the receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by a written notice to the other party.

- 8.3 Upon termination of this Licence Agreement by the Publisher due to a material or persistent breach by the Licensee, the Publisher shall cease to authorise all on-line access to the Licensed Materials by the Authorised Institutions and the Authorised Users. All rights under this Licence Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continues in force after such termination.
- 8.4 Upon termination of this Licence Agreement by the Licensee due to a material or persistent breach by the Publisher, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.
- 8.5 The Licensee may terminate this Licence Agreement:
- 8.5.1 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 Licence Agreement,
  - 8.5.2 if the License was awarded to the Publisher 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);
  - 8.5.3 if the License Agreement has been subject to a substantial modification as prescribed in clause 15.1.1 and 15.1.2 of the License Agreement.
  - 8.5.4 if the Publisher should have been excluded during the procurement procedure.
  - 8.5.5. if the Publisher does not submit an invoice according to clause 7.7.
  - 8.5.6. 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.).
- 8.6 Upon termination of this Licence Agreement according to clause 8.5, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.

**9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

9.1 The Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the Licensed Material, are the property of the Publisher or duly licensed to the Publisher and that this Licence Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Licence Agreement.

**10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION**

10.1 The Publisher warrants to the Licensee that it is entitled to grant the licence under this Licence Agreement and that the use of the Licensed Material as contemplated in this Licence Agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Licensee and the Authorised Institutions shall have no liability and the Publisher shall indemnify, defend and hold the Licensee and the Authorised Institutions harmless against any and all direct damages, liabilities, claims, causes of action, attorneys' fees and costs incurred by the Licensee or the Authorised Institutions in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Licensee's and the Authorised Institution's use of the Licensed Material, provided that: (1) the use of the Licensed Material has been in full compliance with the terms and conditions of this Licence Agreement; (2) the Licensee and the Authorised Institution(s) provide the Publisher with a prompt notice of any such claim or threat of claim; (3) the Licensee and the Authorised Institutions co-operate fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

10.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of the parts of the Licensed Material and to make changes in any software used to make the Licensed Material available. The Publisher shall notify the Licensee of any material changes in the Licensed Material.

10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Authorised Institutions or Authorised Users as a result of their reliance on the Licensed Material.

10.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

- 10.5 The Licensee agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence Agreement.
- 10.6 Nothing in this Licence Agreement shall make the Licensee liable for breach of the terms of this Licence Agreement by any Authorised Institution or Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

## **11. FORCE MAJEURE**

- 11.1 Either party's failure to perform any term or condition of this Licence Agreement as the result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Licence Agreement.
- 11.2 If either party to this Licence Agreement is prevented from or delayed in performing any of its obligations under this Licence Agreement by Force Majeure and if such party gives a written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

## **12. ASSIGNMENT**

- 12.1 Save as permitted under this Licence Agreement, neither this Licence Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party, and such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence Agreement and agrees to be bound to all the terms of this Licence Agreement.

### 13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Licence Agreement shall be governed by and construed in accordance with Lithuanian law and applicable United States laws and the parties irrevocably agree that any dispute arising out of or in connection with this Licence Agreement will be subject to and within the jurisdiction of the Lithuanian courts.
- 13.2 The parties agree to use best efforts to resolve disputes in an informal manner. Where the parties agree that a dispute arising out of or in connection with this Licence Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 13.3 Any person to whom a reference is made under Clause 13.2 shall act as an expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

### 14. NOTICES

- 14.1 All notices required to be given under this Licence Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to the Licensee:

Lithuanian Research Library Consortium  
Sauletekio al. 14,  
LT-10223 Vilnius, Lithuania  
tel. +370 5 274 5021  
lmba@lmba.lt

if to the Publisher:

, Senior Vice President & Chief Legal  
Officer  
EBSCO International, Inc.  
5724 Hwy. 280 East, Birmingham, AL 35242, USA  
Phone: + 1 978 356 6500 ext. 2528  
E-mail: [@ebSCO.com](mailto: @ebSCO.com); cc.: [@ebSCO.com](mailto: @ebSCO.com)

14.2 During the validity period of the Licence Agreement, a contact person on the issues of the Licensed Materials, online access and databases administration:

of the Licensee shall be:

Manager of Databases:  
E-mail: @lmba.lt; phone: +370 615 87104  
Lithuanian Research Library Consortium  
Sauletekio al. 14  
LT-10223 Vilnius  
Lithuania

of the Publisher shall be:

Account Executive, Latvia, Lithuania, Poland North, Ukraine  
EBSCO International, Inc.  
5724 Hwy. 280 East, Birmingham, AL 35242, USA  
Phone: +48 22 745 11 05 ext. 32  
Email: @ebSCO.com

## 15. GENERAL

15.1 This Licence Agreement and its Schedules constitute the entire agreement between the parties relating to the Licenced Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and 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.

15.1.1 The modifications to this License Agreement and to the Schedules thereof may not exceed 10 % of the initial value of the License Agreement and may not be substantial.

15.1.2 The modification of the License Agreement during its term shall be considered to be substantial within the meaning of clause 15.1.1, where it renders the Licence Agreement materially different in character from the one initially concluded. In any event, the modification shall be considered to be substantial where one or more of the following conditions are met:

15.1.2.1 the modification introduces new conditions which, had they been part of the initial procurement procedure, would have allowed for the admission of other candidates than those initially selected or for the acceptance of a tender other than that originally accepted or would have attracted additional participants in the procurement procedure;

15.1.2.2 the modification changes the economic balance of the License Agreement in favour of the Publisher in a manner which was not provided for in the initial Licence Agreement;

15.1.2.3 the modification extends the scope of the License Agreement considerably;

15.1.2.4 where a new contractor replaces the one to which the Consortium had initially awarded the contract in other cases than stated in this License Agreement or because of reorganization, restructuring, winding up or bankruptcy procedure or transfer of rights to another publisher.

15.2. Parties may modify the Agreement in the case of transfer of rights of the Publisher. The modifications to this License Agreement and to the Schedules thereof may not be substantial.

15.3 The Schedule shall have the same force and effect as if expressly set in the body of this Licence Agreement and any reference to this Licence Agreement shall include the Schedule.

15.4 No provision in this Licence Agreement is intended to be enforceable by a person who is not a party to this Licence Agreement

15.5 The invalidity or unenforceability of any provision of this Licence Agreement shall not affect the continuation in force of the remainder of this Licence Agreement.

15.6 The rights of the parties arising under this Licence Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Licence Agreement or of any breach of this Licence Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

15.7 This Licence Agreement and its Schedules are made in two copies all of them having equal legal force and effect, one copy for each party.

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

**PUBLISHER**

**LICENSEE**

**EBSCO International, Inc.**  
5724 Hwy. 280 East, Birmingham, AL 35242,  
USA

Lithuanian Research Library Consortium  
Sauletekio al. 14,  
LT-01109 Vilnius, Lithuania  
tel. +370 5 274 5021  
lmba@lmba.lt

Digitally signed

Date: 2024.11.13  
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ANNEX 1  
to the Contract Documents  
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE  
RESEARCH DATABASES:**  
*ART AND ARCHITECTURE COMPLETE,  
ART AND ARCHITECTURE SOURCE,  
CENTRAL AND EASTERN EUROPEAN ACADEMIC SOURCE (CEEAS),  
CINAHL ULTIMATE,  
COMMUNICATION SOURCE,  
APPLIED SCIENCE AND TECHNOLOGY SOURCE,  
DENTISTRY & ORAL SCIENCES SOURCE,  
EBSCO EBOOK ACADEMIC COLLECTION,  
EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE),  
ECONLIT WITH FULL TEXT,  
EDUCATION SOURCE,  
EDUCATION SOURCE ULTIMATE,  
HUMANITIES SOURCE,  
INTERNATIONAL BIBLIOGRAPHY OF THEATRE AND DANCE WITH FULL TEXT,  
MEDLINE ULTIMATE,  
MENTAL MEASUREMENTS YEARBOOK,  
ONARCHITECTURE,  
SOCINDEX WITH FULL TEXT,  
SPORTDISCUS WITH FULL TEXT*

**SEPTEMBER 25, 2024**

(Date)

Birmingham, Alabama, USA

(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>	EBSCO International, Inc.
The name, surname and position of the person responsible for the availability of the access	Sr. Account Executive Latvia, Lithuania, Poland (North), Ukraine
Phone	+48 22 273 94 70
E-mail	<a href="mailto:ebSCO.com">ebSCO.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 USD, VAT exclusive	Price in USD, VAT inclusive <sup>1</sup>
1	The services of subscription to the online research database <i>Art and Architecture Complete</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>3.974,00</b>	<b>3.974,00</b>
1.1	Vilnius Academy of Arts	3.974,00	3.974,00
2	The services of subscription to the online research database <i>Art and Architecture Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>6.445,00</b>	<b>6.445,00</b>
2.1	European Humanities University	6.445,00	6.445,00
3	The services of subscription to the online research database <i>Central and Eastern European Academic Source (CEEAS)</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2025 till 31 December 2025:	<b>4.500,00</b>	<b>4.500,00</b>
3.1	Vilnius University	4.500,00	4.500,00
4	The services of subscription to the online research database <i>CINAHL Ultimate</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2025 till 31 December 2025:	<b>13.965,00</b>	<b>13.965,00</b>
4.1	Vilniaus kolegija Higher Education Institution	5.817,00	5.817,00
4.2	Vilnius University	8.148,00	8.148,00
5	The services of subscription to the online research database <i>Communication Source</i> for the Authorised Users of the LMBA Authorised Institutions 1 January 2025 till 31 December 2025:	<b>10.125,00</b>	<b>10.125,00</b>
5.1	Kaunas University of Technology	5.563,00	5.563,00
5.2	LCC International University	4.562,00	4.562,00
6	The services of subscription to the online research database <i>Applied Science and Technology Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>31.755,00</b>	<b>31.755,00</b>
6.1	Vilnius Gediminas Technical University	11.108,00	11.108,00
6.2	Vilniaus kolegija Higher Education Institution	6.695,00	6.695,00
6.3	Vilnius University	13.952,00	13.952,00
7	The services of subscription to the online research database <i>Dentistry &amp; Oral Sciences Source</i> for the Authorised Users of the	<b>2.981,00</b>	<b>2.981,00</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.

	LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:		
7.1	<b>Klaipėda State College</b>	2.981,00	2.981,00
8	The services of subscription to the online research database <i>EBSCO eBook Academic Collection</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>119.012,00</b>	<b>119.012,00</b>
8.1	Europena Humanities University	2.909,00	2.909,00
8.2	<b>General Jonas Žemaitis</b> Military Academy of Lithuania	2.909,00	2.909,00
8.3	<b>Lietuvos inžinerijos kolegija</b> Higher Education Institution	2.909,00	2.909,00
8.4	Kaunas University of Technology	12.470,00	12.470,00
8.5	Kauno kolegija Higher Education Institution	8.668,00	8.668,00
8.6	<b>Klaipėda State College</b>	2.909,00	2.909,00
8.7	<b>Klaipėda University</b>	2.909,00	2.909,00
8.8	LCC International University	2.909,00	2.909,00
8.9	Lithuanian Sports University	2.909,00	2.909,00
8.10	Mykolas Romeris University	8.668,00	8.668,00
8.11	<b>Panevėžys College</b>	2.909,00	2.909,00
8.12	SMK University of Applied Social Sciences	4.409,00	4.409,00
8.13	Šiauliai State University of Applied Sciences	2.909,00	2.909,00
8.14	Vilnius Academy of Arts	2.909,00	2.909,00
8.15	Vilnius Gediminas Technical University	12.470,00	12.470,00
8.16	Vilniaus kolegija Higher Education Institution	8.668,00	8.668,00
8.17	Vilnius Business College	2.909,00	2.909,00
8.18	Vilnius University	19.190,00	19.190,00
8.19	Vytautas Magnus Univer	12.470,00	12.470,00
9	The services of subscription to the online research database <i>EBSCO Publishing (eIFL.net national deal package)</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>238.384,00</b>	<b>238.384,00</b>
10	The services of subscription to the online research database <i>EconLit with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>11.975,00</b>	<b>11.975,00</b>
10.1	Vilnius University	11.975,00	11.975,00
11	The services of subscription to the online research database <i>Education Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025	<b>14.754,00</b>	<b>14.754,00</b>
11.1	Mykolas Romeris University	7.377,00	7.377,00
11.2	Vytautas Magnus University	7.377,00	7.377,00

12	The services of subscription to the online research database <i>Education Source Ultimate</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025	<b>18.244,00</b>	<b>18.244,00</b>
12.1	Vilniaus kolegija Higher Education Institution	8.198,00	8.198,00
12.2	Vilnius University	10.046,00	10.046,00
13	The services of subscription to the online research database <i>Humanities Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>7.179,00</b>	<b>7.179,00</b>
13.1	Vilnius University	7.179,00	7.179,00
14	The services of subscription to the online research database <i>International Bibliography of Theatre and Dance with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>2.302,00</b>	<b>2.302,00</b>
14.1	Lithuanian Music and Theatre Academy	2.302,00	2.302,00
15	The services of subscription to the online research database <i>Medline Ultimate</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>9.810,00</b>	<b>9.810,00</b>
15.1	Vilniaus kolegija Higher Education Institution	9.810,00	9.810,00
16	The services of subscription to the online research database <i>Mental Measurement Yearbook</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>2.174,00</b>	<b>2.174,00</b>
16.1	LCC International University	2.174,00	2.174,00
17	The services of subscription to the online research database <i>OnArchitecture</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025	<b>3.826,00</b>	<b>3.826,00</b>
17.1	Vilnius Gediminas Technical University	3.826,00	3.826,00
18	The services of subscription to the online research database <i>SocINDEX with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>18.019,00</b>	<b>18.019,00</b>
18.1	Mykolas Romeris University	7.815,00	7.815,00
18.2	Vilnius University	10.204,00	10.204,00
19	The services of subscription to the online research database <i>SportDiscus with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025:	<b>13.876,00</b>	<b>13.876,00</b>
19.1	Vytautas Magnus University	8.114,00	8.114,00
19.2	Lithuanian Sports University	5.762,00	5.762,00
	<b>TOTAL for year 2025</b>	<b>533.300,00</b>	<b>533.300,00</b>

**Year 2026**

Item No	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>2</sup>
1	The services of subscription to the online research database <i>Art and Architecture Complete</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>4.074,00</b>	<b>4.074,00</b>
1.1	Vilnius Academy of Arts	4.074,00	4.074,00
2	The services of subscription to the online research database <i>Art and Architecture Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>6.606,00</b>	<b>6.606,00</b>
2.1	European Humanities University	6.606,00	6.606,00
3	The services of subscription to the online research database <i>Central and Eastern European Academic Source (CEEAS)</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2026 till 31 December 2026:	<b>4.614,00</b>	<b>4.614,00</b>
3.1	Vilnius University	4.614,00	4.614,00
4	The services of subscription to the online research database <i>CINAHL Ultimate</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2026 till 31 December 2026:	<b>14.314,00</b>	<b>14.314,00</b>
4.1	Vilniaus kolegija Higher Education Institution	5.962,00	5.962,00
4.2	Vilnius University	8.352,00	8.352,00
5	The services of subscription to the online research database <i>Communication Source</i> for the Authorised Users of the LMBA Authorised Institutions 1 January 2026 till 31 December 2026:	<b>10.378,00</b>	<b>10.378,00</b>
5.1	Kaunas University of Technology	5.702,00	5.702,00
5.2	LCC International University	4.676,00	4.676,00
6	The services of subscription to the online research database <i>Applied Science and Technology Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>32.550,00</b>	<b>32.550,00</b>
6.1	Vilnius Gediminas Technical University	11.386,00	11.386,00
6.2	Vilniaus kolegija Higher Education Institution	6.862,00	6.862,00
6.3	Vilnius University	14.302,00	14.302,00
7	The services of subscription to the online research database <i>Dentistry &amp; Oral Sciences</i>	<b>3.056,00</b>	<b>3.056,00</b>

<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.

	<i>Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:		
7.1	<b>Klaipėda State College</b>	3.056,00	3.056,00
8	The services of subscription to the online research database <i>EBSCO eBook Academic Collection</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>121.990,00</b>	<b>121.990,00</b>
8.1	Europena Humanities University	2.982,00	2.982,00
8.2	<b>General Jonas Žemaitis</b> Military Academy of Lithuania	2.982,00	2.982,00
8.3	<b>Lietuvos inžinerijos kolegija</b> Higher Education Institution	2.982,00	2.982,00
8.4	Kaunas University of Technology	12.782,00	12.782,00
8.5	Kauno kolegija Higher Education Institution	8.884,00	8.884,00
8.6	<b>Klaipėda State College</b>	2.982,00	2.982,00
8.7	<b>Klaipėda University</b>	2.982,00	2.982,00
8.8	LCC International University	2.982,00	2.982,00
8.9	Lithuanian Sports University	2.982,00	2.982,00
8.10	Mykolas Romeris University	8.884,00	8.884,00
8.11	<b>Panevėžys College</b>	2.982,00	2.982,00
8.12	SMK University of Applied Social Sciences	4.520,00	4.520,00
8.13	Šiauliai State University of Applied Sciences	2.982,00	2.982,00
8.14	Vilnius Academy of Arts	2.982,00	2.982,00
8.15	Vilnius Gediminas Technical University	12.782,00	12.782,00
8.16	Vilniaus kolegija Higher Education Institution	8.884,00	8.884,00
8.17	Vilnius Business College	2.982,00	2.982,00
8.18	Vilnius University	19.670,00	19.670,00
8.19	Vytautas Magnus Univer	12.782,00	12.782,00
9	The services of subscription to the online research database <i>EBSCO Publishing (eIFL.net national deal package)</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>244.344,00</b>	<b>244.344,00</b>
10	The services of subscription to the online research database <i>EconLit with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>12.454,00</b>	<b>12.454,00</b>
10.1	Vilnius University	12.454,00	12.454,00
11	The services of subscription to the online research database <i>Education Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026	<b>15.124,00</b>	<b>15.124,00</b>
11.1	Mykolas Romeris University	7.562,00	7.562,00
11.2	Vytautas Magnus University	7.562,00	7.562,00

12	The services of subscription to the online research database <i>Education Source Ultimate</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026	<b>18.701,00</b>	<b>18.701,00</b>
12.1	Vilniaus kolegija Higher Education Institution	8.404,00	8.404,00
12.2	Vilnius University	10.297,00	10.297,00
13	The services of subscription to the online research database <i>Humanities Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>7.358,00</b>	<b>7.358,00</b>
13.1	Vilnius University	7.358,00	7.358,00
14	The services of subscription to the online research database <i>International Bibliography of Theatre and Dance with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>2.360,00</b>	<b>2.360,00</b>
14.1	Lithuanian Music and Theatre Academy	2.360,00	2.360,00
15	The services of subscription to the online research database <i>Medline Ultimate</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>10.055,00</b>	<b>10.055,00</b>
15.1	Vilniaus kolegija Higher Education Institution	10.055,00	10.055,00
16	The services of subscription to the online research database <i>Mental Measurement Yearbook</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>2.284,00</b>	<b>2.284,00</b>
16.1	LCC International University	2.284,00	2.284,00
17	The services of subscription to the online research database <i>OnArchitecture</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026	<b>3.942,00</b>	<b>3.942,00</b>
17.1	Vilnius Gediminas Technical University	3.942,00	3.942,00
18	The services of subscription to the online research database <i>SocINDEX with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>18.470,00</b>	<b>18.470,00</b>
18.1	Mykolas Romeris University	8.010,00	8.010,00
18.2	Vilnius University	10.460,00	10.460,00
19	The services of subscription to the online research database <i>SportDiscus with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026:	<b>14.223,00</b>	<b>14.223,00</b>
19.1	Vytautas Magnus University	8.317,00	8.317,00
19.2	Lithuanian Sports University	5.906,00	5.906,00
	<b>TOTAL for year 2026</b>	<b>546.897,00</b>	<b>546.897,00</b>

**Year 2027**

Item No	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>3</sup>
1	The services of subscription to the online research database <i>Art and Architecture Complete</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>4.176,00</b>	<b>4.176,00</b>
1.1	Vilnius Academy of Arts	4.176,00	4.176,00
2	The services of subscription to the online research database <i>Art and Architecture Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>6.772,00</b>	<b>6.772,00</b>
2.1	European Humanities University	6.772,00	6.772,00
3	The services of subscription to the online research database <i>Central and Eastern European Academic Source (CEEAS)</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2027 till 31 December 2027:	<b>4.730,00</b>	<b>4.730,00</b>
3.1	Vilnius University	4.730,00	4.730,00
4	The services of subscription to the online research database <i>CINAHL Ultimate</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2027 till 31 December 2027:	<b>14.674,00</b>	<b>14.674,00</b>
4.1	Vilniaus kolegija Higher Education Institution	6.112,00	6.112,00
4.2	Vilnius University	8.562,00	8.562,00
5	The services of subscription to the online research database <i>Communication Source</i> for the Authorised Users of the LMBA Authorised Institutions 1 January 2027 till 31 December 2027:	<b>10.639,00</b>	<b>10.639,00</b>
5.1	Kaunas University of Technology	5.845,00	5.845,00
5.2	LCC International University	4.794,00	4.794,00
6	The services of subscription to the online research database <i>Applied Science and Technology Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>33.366,00</b>	<b>33.366,00</b>
6.1	Vilnius Gediminas Technical University	11.672,00	11.672,00
6.2	Vilniaus kolegija Higher Education Institution	7.034,00	7.034,00
6.3	Vilnius University	14.660,00	14.660,00
7	The services of subscription to the online research database <i>Dentistry &amp; Oral Sciences Source</i> for the Authorised Users of the	<b>3.132,00</b>	<b>3.132,00</b>

<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.

	LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:		
7.1	<b>Klaipėda State College</b>	3.132,00	3.132,00
8	The services of subscription to the online research database <i>EBSCO eBook Academic Collection</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>125.046,00</b>	<b>125.046,00</b>
8.1	Europena Humanities University	3.057,00	3.057,00
8.2	<b>General Jonas Žemaitis</b> Military Academy of Lithuania	3.057,00	3.057,00
8.3	<b>Lietuvos inžinerijos kolegija</b> Higher Education Institution	3.057,00	3.057,00
8.4	Kaunas University of Technology	13.102,00	13.102,00
8.5	Kauno kolegija Higher Education Institution	9.106,00	9.106,00
8.6	<b>Klaipėda State College</b>	3.057,00	3.057,00
8.7	<b>Klaipėda University</b>	3.057,00	3.057,00
8.8	LCC International University	3.057,00	3.057,00
8.9	Lithuanian Sports University	3.057,00	3.057,00
8.10	Mykolas Romeris University	9.106,00	9.106,00
8.11	<b>Panevėžys College</b>	3.057,00	3.057,00
8.12	SMK University of Applied Social Sciences	4.633,00	4.633,00
8.13	Šiauliai State University of Applied Sciences	3.057,00	3.057,00
8.14	Vilnius Academy of Arts	3.057,00	3.057,00
8.15	Vilnius Gediminas Technical University	13.102,00	13.102,00
8.16	Vilniaus kolegija Higher Education Institution	9.106,00	9.106,00
8.17	Vilnius Business College	3.057,00	3.057,00
8.18	Vilnius University	20.162,00	20.162,00
8.19	Vytautas Magnus Univer	13.102,00	13.102,00
9	The services of subscription to the online research database <i>EBSCO Publishing (eIFL.net national deal package)</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>250.454,00</b>	<b>250.454,00</b>
10	The services of subscription to the online research database <i>EconLit with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>12.952,00</b>	<b>12.952,00</b>
10.1	Vilnius University	12.952,00	12.952,00
11	The services of subscription to the online research database <i>Education Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027	<b>15.500,00</b>	<b>15.500,00</b>
11.1	Mykolas Romeris University	7.750,00	7.750,00
11.2	Vytautas Magnus University	7.750,00	7.750,00

12	The services of subscription to the online research database <i>Education Source Ultimate</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027	<b>19.168,00</b>	<b>19.168,00</b>
12.1	Vilniaus kolegija Higher Education Institution	8.614,00	8.614,00
12.2	Vilnius University	10.554,00	10.554,00
13	The services of subscription to the online research database <i>Humanities Source</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>7.542,00</b>	<b>7.542,00</b>
13.1	Vilnius University	7.542,00	7.542,00
14	The services of subscription to the online research database <i>International Bibliography of Theatre and Dance with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>2.420,00</b>	<b>2.420,00</b>
14.1	Lithuanian Music and Theatre Academy	2.420,00	2.420,00
15	The services of subscription to the online research database <i>Medline Ultimate</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>10.306,00</b>	<b>10.306,00</b>
15.1	Vilniaus kolegija Higher Education Institution	10.306,00	10.306,00
16	The services of subscription to the online research database <i>Mental Measurement Yearbook</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>2.398,00</b>	<b>2.398,00</b>
16.1	LCC International University	2.398,00	2.398,00
17	The services of subscription to the online research database <i>OnArchitecture</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027	<b>4.061,00</b>	<b>4.061,00</b>
17.1	Vilnius Gediminas Technical University	4.061,00	4.061,00
18	The services of subscription to the online research database <i>SocINDEX with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>18.932,00</b>	<b>18.932,00</b>
18.1	Mykolas Romeris University	8.210,00	8.210,00
18.2	Vilnius University	10.722,00	10.722,00
19	The services of subscription to the online research database <i>SportDiscus with Full Text</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027:	<b>14.579,00</b>	<b>14.579,00</b>
19.1	Vytautas Magnus University	8.525,00	8.525,00
19.2	Lithuanian Sports University	6.054,00	6.054,00
	<b>TOTAL for year 2027</b>	<b>560.847,00</b>	<b>560.847,00</b>

	<b>TOTAL for years 2025-2027</b>	<b>1.641.044,00</b>	<b>1.641.044,00</b>
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Total price of the Tender, VAT inclusive – **1.641.044,00** USD.

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

The VAT rate is **0** %.

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

3.1. Instalment 1 – from 1 January 2025 till 31 December 2025 – **378.643,00** USD (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 – **154.657,00** USD (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 – **546.897,00** USD (VAT inclusive)

3.4. Instalment 4 – from 1 January 2027 till 31 December 2027 – **560.847,00** USD (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.	EBSCO International, Inc Cover Letter	1
2.	Annex 1 – Form of the Tender	11
3.	Annex 2 – The Specification of the Procurement Object	13
4.	Annex 4- The Supplier’s Oath Declaration	3
5.	Annex 5 – The Supplier’s Declaration	1
6.	EBSCO International Inc Certificate of Good Standing Package 2024	8
7.	EBSCO International Inc Cert. Income Tax 2024	1
8.	EBSCO International Inc Cert VAT 2024	1
9.	European Single Procurement Document	15

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.

 Digitally signed

**Date:**  
**2024.09.25**  
**16:17:35 +02'00'**

, Senior Vice President Europe

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

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

**TECHNICAL SPECIFICATION**

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH  
DATABASES**

*ART AND ARCHITECTURE COMPLETE,  
ART AND ARCHITECTURE SOURCE,  
CENTRAL AND EASTERN EUROPEAN ACADEMIC SOURCE (CEEAS),  
CINAHL ULTIMATE,  
COMMUNICATION SOURCE,  
APPLIED SCIENCE AND TECHNOLOGY SOURCE,  
DENTISTRY & ORAL SCIENCES SOURCE,  
EBSCO EBOOK ACADEMIC COLLECTION,  
EBSCO PUBLISHING (EIFL.NET NATIONAL DEAL PACKAGE),  
ECONLIT WITH FULL TEXT,  
EDUCATION SOURCE,  
EDUCATION SOURCE ULTIMATE,  
HUMANITIES SOURCE,  
INTERNATIONAL BIBLIOGRAPHY OF THEATRE AND DANCE WITH FULL TEXT,  
MEDLINE ULTIMATE,  
MENTAL MEASUREMENTS YEARBOOK,  
ONARCHITECTURE,  
SOCINDEX WITH FULL TEXT,  
SPORTDISCUS WITH FULL TEXT*

*I. Background information*

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research databases *Art and Architecture Complete, Art and Architecture Source, CINAHL Ultimate, Central and Eastern European Academic Source (CEEAS), Communication Source, Applied Science and Technology Source, Dentistry & Oral Sciences Source, EBSCO eBook Academic Collection, EBSCO Publishing (eIFL.net national deal package), EconLit with Full Text, Education Source, Education Source Ultimate, Humanities Source, International Bibliography of Theatre and Dance with Full Text, Medline Ultimate, Mental Measurement Yearbook, OnArchitecture, SocINDEX with Full Text, SportDiscus with Full Text* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be \_\_\_\_\_, Manager of Databases:

E-mail: [\\_\\_\\_\\_\\_@lmba.lt](mailto:_____@lmba.lt); phone: +370 615 87104

Lithuanian Research Library Consortium  
Sauletekio 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 Authorized Users of the LMBA Authorized Institutions shall have access to the following Licensed Materials:

- 4.1 The data base *Art and Architecture Complete*:

Content: Full text periodicals (not less than 350), full text (not less than 175) books and monographs

Subjects: Art, Architecture, Drawing, Painting, Print making, Ceramics, Sculpture, Art History, Photography, Design, Urban planning, Landscape Architecture

- 4.2 The data base *Art and Architecture Source*:

Content: Full text periodicals (not less than 700), full text (not less than 175) books and monographs

Subjects: Art, Architecture, Drawing, Painting, Print making, Ceramics, Sculpture, Art History, Photography, Design, Urban planning, Landscape Architecture

- 4.3 The data base *Central and Eastern European Academic Source (CEEAS)*:

Content: Full-text content pertaining to central and eastern European countries. Not less than 3,000 full-text publications.

Subjects: Business and economics, medical sciences, political sciences, law, library and information sciences, literature, linguistics, history and sociology.

- 4.4 Data base *CINAHL Ultimate*:

Content: Full-text periodicals (not less than 2,000), indexing and abstracts (not less than 3,000 periodicals) evidenced-based care sheets (not less than 100).

Subjects: nursing, diabetes, nutrition, obesity, occupational therapy, oncology, pediatrics, speech language pathology, wound care

- 4.5 The data base *Communication Source*:

Content: Full text (not less than 850 periodicals) and cover-to-cover indexing and abstracts for periodicals (not less than 1200), selected coverage of not less than 300 journals. Subjects: Communication, mass media, linguistics, discourse, rhetoric, sociolinguistics, communication theory, language, logic, organizational communication and other closely related fields of study

- 4.6 The data base *Applied Science and Technology Source*:

Content: Full text periodicals (not less than 1,000), indexing and abstracts for periodicals (not less than 3,000), professional publications, other reference sources.

Subjects: Computer theory, computer systems, engineering disciplines, new technology, social and professional context.

4.7 The data base *Dentistry & Oral Sciences Source*:

Content: Full-text periodicals (not less than 350), peer-reviewed periodicals (not less than 300) indexing and abstracts (not less than 400 periodicals), books and monographs

Subjects: cosmetic dentistry, dental anesthesiology, ednodontics, forensic odontology, orthodontics and dento facial orthopaedics, pediatric dentistry, geriatric dentistry, periodontics, prosthodontics

4.8 The data base *EBSCO eBook Academic Collection*:

Content: Full text e-books (not less than 200,000 titles).

Subjects: Art, business and economics, education, language arts and disciplines, literary criticism, medicine, performing arts, philosophy, poetry, political science, religion, social science, technology and engineering.

4.9 *EBSCO Publishing (eIFL.net national deal package)*, consisting of:

4.9.1 The data base *Academic Search Ultimate*:

Content: Full-text periodicals (not less than 13,000), peer-reviewed periodicals (not less than 11,000), indexed and abstracted periodicals (not less than 18,000).

Subjects: Animal science, anthropology, astronomy, biology, chemistry, engineering, ethnic and multicultural studies, general science, geography, geology, law, mathematics, music, pharmaceutical sciences, physics, psychology, religion and philosophy, science and technology, veterinary science, women's studies and zoology.

4.9.2 The data base *Business Source Ultimate incl. Regional Business News*:

Content: Full text periodicals (not less than 5,500), including peer-reviewed periodicals (not less than 3,000), books and monographs (not less than 550), case studies (not less than 12,000), company profiles (not less than 1.1 million), country economic reports (not less than 1,000), faculty seminar videos, industry reports, executive and analyst interviews, market research reports, SWOT analyses and working papers collections.

Subjects: all disciplines of business, including marketing, management, accounting, banking, finance, Regional Business News (U.S. and Canada).

4.9.3 The data base *ERIC*:

Content: Not less than 1.9 million records and links to not less than 500,000 full-text documents.

Subjects: Education.

4.9.4 The data base *Health Source: Nursing/Academic Edition*:

Content: Full-text periodicals (not less than 300), including peer-reviewed periodicals (not less than 200), indexing and abstracts (not less than 800 periodicals).

Subjects: Paediatric nursing, critical care, mental health, nursing management, medical law, other nursing and allied health literature.

4.9.5 The data base *Health Source – Consumer Edition*:

Content: Full-text periodicals (not less than 65), Clinical Reference, Systems reports.

Subjects: Fitness, nutrition, diabetes, aging, women's health, children's health.

4.9.6 The data base *MasterFILE Premier*:

Content: Full text periodicals (not less than 1,000), indexing and abstracts (not less than 3,000), reference books, biographies, newspapers, primary source documents

Subjects: business, health, education, general science and multicultural issues

4.9.7 The data base *MEDLINE*:

Content: Not less than 24 million references to journal articles in life sciences with a concentration on biomedicine, citations from not less than 5,000 worldwide journals.

Subjects: Medicine, biomedicine, health care, nursing, clinical care, public health, health policy development.

4.9.8 The data base *Newspaper Source*:

Content: Full text for not less than 175 national (U.S.) and international newspapers and full text for not less than 300 regional (U.S.) newspapers.

Subjects: Mass media information.

4.10 The data base *EconLit with Full Text*:

Content: Full text periodicals (not less than 630), full-text books (not less than 15).

Subjects: Capital markets, country studies, econometrics, economic forecasting, environmental economics, government regulations, labor economics, monetary theory and urban economics.

4.11 The data base *Education Source*:

Content: Full text periodicals (not less than 1,800), indexing and abstracts, full text (not less than 500) books and monographs, full text education-related conference papers and citations, book reviews.

Subjects: Subjects: Adult education, development disabilities, education policy & administration, educational assessment & evaluation, educational technology, English language learning, special education, literacy & literacy education

4.12 The data base *Education Source Ultimate*:

Content: Full text periodicals (not less than 2,600), indexing and abstracts (not less than 4,000), full text books and monographs (not less than 500), full text education-related conference papers and citations, book reviews, videos.

Subjects: Adult education, development disabilities, education policy & administration, educational assessment & evaluation, educational technology, English language learning, special education, literacy & literacy education

4.13 The data base *Humanities Source*:

Content: Full text periodicals (not less than 1,200); indexing (not less than 3,000 periodicals and not less than 5.5 million records).

Subjects: Humanities.

4.14 The data base *International Bibliography of Theatre and Dance with Full Text*:

Content: Full text periodicals (not less than 200), full text (not less than 350) books and monographs

Subjects: Ballet, dance, drama, mime, opera, puppetry, theatre.

4.15 The data base *Medline Ultimate*:

Content: Full text periodicals (not less than 2,500), indexing and abstracts (not less than 3,000), MeSH subject headings

Subjects: biomedical engineering, biomedicine, genetics and genomics, health policy development, histology, immunology, neurology, pain management, pathology, pharmacology, pre-clinical science, public health, toxicology, virology

4.16 The data base *Mental Measurements Yearbook*:

Content: Reviews of testing instruments (no less than 5,000)

Subjects: Psychology, Education, Business, Leadership

4.17 The data base *OnArchitecture*:

Content: database should provide focused and detailed high-quality content on contemporary architecture with a global perspective and is intended to support architectural and design education. The collection should feature video interviews with influential contemporary architects from around the world and video portraits of their key projects, both buildings and installations, which attempt to capture the physical experience of the spaces they portray (not less than 400 videos).

Subjects: Architecture.

4.18 The data base *SocINDEX with Full Text*:

Content: Full-text periodicals (not less than 800); full-text books and monographs (not less than 800); abstracts (not less than 1,500 journals); sociological thesaurus (not less than 31,000 terms).

Subjects: Criminology, criminal justice, demography, ethnic and racial studies, gender studies, marriage and family, political sociology, religion, rural and urban sociology, social development, social psychology, social structure, social work, socio-cultural anthropology, sociological history, sociological research, sociological theory, substance abuse and other addictions.

4.19 The data base *SportDiscus with Full Text*:

Content: Full-text periodicals (not less than 700), books, book chapters, conference proceedings, journal and magazine articles.

Subjects: Orthopaedics, coaching and education, consumer health, exercise science and fitness, health education, kinesiology, nutrition, occupational health and safety, physical education, physical therapy and sports sciences.

5. Access to the Licensed Materials listed in Item 4 herein shall be given via the EBSCOhost search platform.
6. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein shall have the online access to the Licensed Materials of the online research databases *Art and Architecture Complete*, *Art and Architecture Source*, *CINAHL Ultimate*, *Central and Eastern European Academic Source (CEEAS)*, *Communication Source*, *Applied Science and Technology Source*, *Dentistry & Oral Sciences Source*, *EBSCO eBook Academic Collection*, *EBSCO Publishing (eIFL.net national deal package)*, *EconLit with Full Text*, *Education Source*, *Education Source Ultimate*, *Humanities Source*, *International Bibliography of Theatre and Dance with Full Text*, *Medline Ultimate*, *Mental Measurement Yearbook*, *OnArchitecture*, *SocINDEX with Full Text*, *SportDiscus with Full Text* from 1 January 2025 till 31 December 2027 (with possibility to opt out in case no funding will be available for 2026 and/or 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. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research databases *Art and Architecture Complete, Art and Architecture Source, CINAHL Ultimate, Central and Eastern European Academic Source (CEEAS), Communication Source, Applied Science and Technology Source, Dentistry & Oral Sciences Source, EBSCO eBook Academic Collection, EBSCO Publishing (eIFL.net national deal package), EconLit with Full Text, Education Source, Education Source Ultimate, Humanities Source, International Bibliography of Theatre and Dance with Full Text, Medline Ultimate, Mental Measurement Yearbook, OnArchitecture, SocINDEX with Full Text, SportDiscus with Full Text* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
8. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
9. At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.

*III. Authorised Institutions*

10. 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>Data bases</b>	<b>Authorised Institutions</b>
<i>Art and Architecture Complete</i>	o Vilnius Academy of Arts
<i>Art and Architecture Source</i>	o European Humanities University
<i>Central and Eastern European Academic Source (CEEAS)</i>	o Vilnius University
<i>CINAHL Ultimate</i>	o Vilniaus Kolegija Higher Education Institution o Vilniud University
<i>Communication Source</i>	o Kaunas University of Technology o LCC International University
<i>Applied Science and Technology Source</i>	o Vilnius Gediminas Technical University o Vilniaus Kolegija Higher Education Institution o Vilnius University
<i>Dentistry &amp; OrL Science Source</i>	o Klaipeda State College
<i>EBSCO eBook Academic Collection</i>	o European Humanities University o <b>General Jonas Žemaitis Military Academy of Lithuania</b> o <b>Lietuvos Inžinerijos Kolegija Higher Education Institution</b> o Kaunas University of Technology o Kauno Kolegija Higher Education Institutrion o <b>Klaipėda State College</b>

Data bases	Authorised Institutions
	<ul style="list-style-type: none"> <li>○ <b>Klaipėda University</b></li> <li>○ LCC International University</li> <li>○ Lithuanian Sports University</li> <li>○ Mykolas Romeris University</li> <li>○ <b>Panevėžys College</b></li> <li>○ SMK University of Applied Social Sciences</li> <li>○ Šiauliai State University of Applied Sciences</li> <li>○ Vilnius Academy of Arts</li> <li>○ Vilnius Gediminas Technical University</li> <li>○ Vilniaus Kolegija Higher Education Institution</li> <li>○ Vilnius Business College</li> <li>○ Vilnius University</li> <li>○ Vytautas Magnus University</li> </ul>
<i>EBSCO Publishing (eIFL.net national deal package)</i>	<p>The access shall be given to all Authorized Institutions listed in Item 11 herein. Moreover, the access shall be given to all institutions that will become new members of the LMBA during the validity period of the License Agreement. The list of the new LMBA members having the right of access to <i>EBSCO Publishing (eIFL.net national deal package)</i>, their IP addresses and other information deemed necessary for the Publisher shall be sent by the contact person of the Contracting Authority named in Item 2 herein at the e-mail address indicated by the Publisher.</p>
<i>EconLit with Full Text</i>	<ul style="list-style-type: none"> <li>○ Vilnius University</li> </ul>
<i>Education Source</i>	<ul style="list-style-type: none"> <li>○ Mykolas Romeris University</li> <li>○ Vytautas Magnus University</li> </ul>
<i>Education Source Ultimate</i>	<ul style="list-style-type: none"> <li>○ Vilniaus Kolegija Higher Education Institution</li> <li>○ Vilnius University</li> </ul>
<i>Humanities Source</i>	<ul style="list-style-type: none"> <li>○ Vilnius University</li> </ul>
<i>International Bibliography of Theatre and Dance with Full Text</i>	<ul style="list-style-type: none"> <li>○ Lithuanian Music and Theatre Academy</li> </ul>
<i>Medline Ultimate</i>	<ul style="list-style-type: none"> <li>○ Vilniaus Kolegija Higher Education Institution</li> </ul>
<i>Mental Measurement Yearbook</i>	<ul style="list-style-type: none"> <li>○ LCC International University</li> </ul>
<i>OnArchitecture</i>	<ul style="list-style-type: none"> <li>○ Vilnius Gediminas Technical University</li> </ul>
<i>SocINDEX with Full Text</i>	<ul style="list-style-type: none"> <li>○ Mykolas Romeris University</li> <li>○ Vilnius University</li> </ul>
<i>SportDiscus with Full Text</i>	<ul style="list-style-type: none"> <li>○ Lithuanian Sports University</li> <li>○ Vytautas Magnus University</li> </ul>

11. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research databases *Art and Architecture Complete*, *Art and Architecture Source*, *CINAHL Ultimate*, *Central and Eastern European Academic Source (CEEAS)*, *Communication Source*, *Applied Science and Technology Source*, *Dentistry & Oral Sciences Source*, *EBSCO eBook Academic Collection*, *EBSCO Publishing (eIFL.net national deal package)*, *EconLit with Full Text*, *Education Source*, *Education Source Ultimate*, *Humanities Source*, *International Bibliography of Theatre and Dance with Full Text*, *Medline Ultimate*, *Mental Measurement Yearbook*, *OnArchitecture*, *SocINDEX with Full Text*, *SportDiscus with Full Text* 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.exlibriisgroup.com/primo>), and the IP addresses of the Authorised Institutions – members of the LMBA set forth in the below Table:

## 1. Universities

No.	Institution	FTE in academic libraries/ registered adult readers in public and other libraries	Address	IP addresses
1.	European Humanities University	1520	Tauro g. 12, LT-01114 Vilnius, Lithuania	88.119.159.137 213.226.187.155 193.219.134.192-221
2.	<b>General Jonas Žemaitis</b> Military Academy of Lithuania	415	Šilo g. 5a, 10322 Vilnius	193.219.11.253 193.219.91.133 193.219.91.152 193.219.91.154 193.219.11.243 193.219.11.245 193.219.91.140 213.252.223.135-137 193.219.133.17-30
3.	ISM University of Management and Economics	2204	<b>Aušros Vartų g. 7A,</b> LT-01304 Vilnius, Lithuania	193.219.90.130
4.	Kaunas University of Technology	7401	<b>K. Donelaičio g. 20,</b> 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.*
5.	<b>Kazimieras Simonavičius</b> University	508	<b>Darius ir Girėno g. 21,</b> LT-02189 Vilnius, Lithuania	195.14.168.150 195.14.169.61
6.	<b>Klaipėda University</b>	2289	Herkaus Manto g. 84, <b>92294 Klaipėda,</b> Lithuania	193.219.76.*
7.	LCC International University	649	Kretingos g. 36, LT- <b>92307 Klaipėda,</b> Lithuania	193.219.187.225-253 178.236.198.82 - 94
8.	Lithuanian Sports University	1372	Sporto g. 6, LT-44221 Kaunas, Lithuania	193.219.75.225-253

9.	Lithuanian Music and Theatre Academy	1052	Tilto g. 16/6, LT-01101 Vilnius, Lithuania	193.219.48.128-192 193.219.139.213 81.7.95.155
10.	Lithuanian University of Health Sciences	7857	<b>Eivenių g. 6,</b> LT-50162 Kaunas, Lithuania	193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 195.182.67.242
11.	Mykolas Romeris University	6322	Ateities g. 20, LT-08303 Vilnius, Lithuania	193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255 193.219.183.225 193.219.183.228
12.	Vilnius Academy of Arts	1734	Maironio g. 6, LT-01124 Vilnius, Lithuania	193.219.90.17 193.219.90.21 193.219.90.12 193.219.90.29 193.219.90.59 193.219.90.39 88.119.150.128 81.7.89.26 193.219.191.28/30 88.119.186.177 88.119.138.214 195.14.180.130 82.135.197.42 193.219.187.161-190 82.135.199.239
13.	Vilnius Gediminas Technical University	8470	<b>Saulėtekio al. 14,</b> LT-10223 Vilnius, Lithuania	158.129.192-224.* 193.219.187.32-39 193.219.187.40-47
14.	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.*
15.	Vytautas Magnus University	8368	<b>K. Donelaičio g. 52,</b> 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

## 2. Colleges

No.	Institution	FTE - (acad.lib.)/registered readers (public and other libr.)	Address	IP addresses
16.	Kauno kolegija Higher Education Institution	5363	<b>Pramonės pr. 20,</b> LT-50468 Kaunas, Lithuania	46.255.211.121 82.135.196.15 83.171.2.237 83.171.2.238 83.171.2.173 84.55.46.240 84.55.47.41-42 84.55.47.218-219 88.119.197.230 88.119.154.59 193.219.78.129-192 193.219.152.45 193.219.152.120 193.219.152.122 193.219.155.216-254 193.219.178.128-190 193.219.179.* 193.219.179.254 (Proxy) 193.219.191.54 193.219.75.176-191 193.219.75.193-221 5.133.66.126 193.219.167.128-253
17.	<b>Lietuvos Inžinerijos Kolegija</b> Higher Education Institution	1674	<b>Tvirtovės al. 35,</b> LT-50155 Kaunas, Lithuania	193.219.75.65 193.219.75.85 193.219.75.88 193.219.75.86 193.219.75.89 193.219.75.87 193.219.75.90 193.219.75.91
18.	<b>Klaipėda State College</b>	2520	<b>Jaunystės g. 1,</b> LT-91274 <b>Klaipėda,</b> Lithuania	193.219.187.132 193.219.187.129 85.206.129.45
19.	Kolping University of Applied Science	356	Raguvos g. 7, LT-44275 Kaunas, Lithuania	193.219.78.73
20.	<b>Panevėžys College</b>	1269	<b>Laisvės a. 23,</b>	193.219.177.16 - 29

			LT-35200 Panevėžys, Lithuania	
21.	SMK University of Applied Social Sciences	4334	Nemuno g. 2, LT-91199 Klaipėda, Lithuania	193.219.187.57-59 193.219.89.242-243 193.219.187.61 178.236.196.15 195.14.169.63 193.219.75.160-167
22.	Šiauliai State University of Applied Sciences	1630	Aušros al. 40, LT-76241 Šiauliai, Lithuania	193.219.168.125 77.79.20.25
23.	St. Ignatius Loyola College	470	Vilniaus g. 29, LT-44286, Kaunas, Lithuania	193.219.78.208
24.	Utena College	1708	Maironio g. 7, LT-28142 Utena, Lithuania	193.219.181.176-191 193.219.181.192-255 83.171.3.122
25.	Vilnius College of Design	342	Kauno g. 34, LT-03202 Vilnius, Lithuania	84.240.27.101 212.122.72.193
26.	Vilniaus kolegija Higher Education Institution	6870	J. Jasinskio g. 15, LT-01111 Vilnius, Lithuania	193.219.84.10 193.219.84.110-111 193.219.84.66-69 193.219.128.10 193.219.84.24 193.219.88.20 193.219.88.162-164 193.219.88.166 193.219.88.185 193.219.88.187-189 88.119.193.250
27.	Vilnius Business College	1170	Kalvarijų g. 125, LT-08221 Vilnius, Lithuania	89.249.80.222

### 3. The National and special libraries

No.	Institution	FTE - (acad.lib.)/registered readers (public and other libr.)	Address	IP addresses
28.	Lithuanian Library of Medicine	1874	Kaštonų g. 7, LT-01107 Vilnius, Lithuania	193.219.140.128-255 195.182.86.18 193.219.187.101 213.190.53.194
29.	The Wroblewski Library of the Lithuanian Academy of Sciences	9232	Žygimantų g. 1/8, LT-01102 Vilnius, Lithuania	193.219.88.2 (Proxy)
30.	<b>Martynas Mažvydas</b> National Library of Lithuania	12602	Gedimino Ave. 51, LT-01109 Vilnius, Lithuania	193.219.130.* 193.219.130.250 (Proxy)

#### 4. Research Institutes

No.	Institution	FTE - (acad.lib.)/registered readers (public and other libr.)	Address	IP addresses
31.	Nature Research Centre	207	Akademijos Str. 2, LT-08412 Vilnius, Lithuania	193.219.58.122 193.219.89.234 82.135.246.47
32.	Institute of the Lithuanian Literature and Folklore	100	Antakalnio g. 6, LT-10308 Vilnius, Lithuania	193.219.55.186 193.219.55.188 193.219.55.189
33.	Lithuanian Research Centre for Agriculture and Forestry	119	Instituto al. 1, LT-58344 Akademija, <b>Kėdainių r.</b> , Lithuania	193.219.178.1-31 85.206.20.67 83.171.35.64 – 71 193.219.187.80 – 87 193.219.78.2 88.118.27.154
34.	Lithuanian Energy Institute	155	Breslaujos g. 3, LT-44403 Kaunas, Lithuania	193.219.73.1-63
35.	Lithuanian Institute of History	93	<b>Kražių g. 5</b> , LT-01108 Vilnius, Lithuania	193.219.133.65-126
36.	State Scientific Research Institute Center for Physical Sciences and Technology	363	<b>Savanorių pr. 231</b> , 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

#### 5. County public libraries

No.	Institution	FTE - (acad.lib.)/registered readers (public and other libr.)	Address	IP addresses
37.	Kaunas County Public Library	8390	<b>Radastų g. 2</b> , LT-44164 Kaunas, Lithuania	193.219.39.192-254
38.	<b>Ieva Simonaitytė Klaipėda</b> County Public Library	9636	H. Manto g. 25, LT- <b>92234 Klaipėda</b> , Lithuania	193.219.187.65 193.219.187.66 193.219.187.67 193.219.187.68 193.219.187.69
39.	<b>Gabrielė Petkevičaitė-Bitė</b> Panevėžys County Public Library	7289	Respublikos g. 14, LT-35184 <b>Panevėžys</b> , Lithuania	77.221.75.75 88.119.132.254 88.119.153.35 91.187.174.20

40.	Povilas Višinskis Šiauliai County Public Library	6786	Aušros al. 62, LT-76235 Šiauliai, Lithuania	88.119.131.239
41.	<b>Adomas Mickevičius</b> Vilnius County Public Library	13124	<b>Trakų g. 10,</b> LT-01132 Vilnius, Lithuania	88.119.192.26 88.119.192.25

12. Any of the IP addresses indicated in Item 11 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.

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

### 1. Definitions

1. For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
2. “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
3. “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
4. “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “**CCPA**”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
5. “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
6. “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

### 2. Data Processing: EBSCO as Processor for Customer

1. Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
  1. Subject Matter. The subject matter of the Processing is the Customer Personal Data.
  2. Duration. The Processing will be carried out for the duration set forth in the Agreement.
  3. Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.

4. Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- a. Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- b. Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.

2. EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.

3. EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.

4. EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.

6. EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.

7. EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.

8. Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.

9. EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

### **3. Data Processing: EBSCO as Joint Controller With Customer**

1. EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
2. EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
3. EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

### **4. International Data Transfer**

1. To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor**

**Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

1. Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
2. The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

2. To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

1. Customer is the "data exporter" and EBSCO is the "data importer;" and
2. The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

3. The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.

4. The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.

5. To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

## Schedule I

### List of Parties and Description of Data Transfers

**A. LIST OF PARTIES**

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

**1. Name:**

**Address:**

**Contact person’s name, position and contact details:**

**Activities relevant to the data transferred under these Clauses:**

**Signature and date:**

**Role (controller/processor):** Controller and Joint Controller

**2. Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
<ul style="list-style-type: none"> <li>• Personalization: Customer decides whether to enable features of personalized accounts in product</li> <li>• Authorize the processing of end user data by EBSCO via the Agreement between parties                             <ul style="list-style-type: none"> <li>○ Provide legal basis for processing end user data</li> <li>○ Establish the purposes and scope of processing</li> </ul> </li> <li>• Implementation of technical and organizational measures to ensure security of network                             <ul style="list-style-type: none"> <li>○ Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer’s subscription</li> </ul> </li> <li>• Data Subject Access Requests                             <ul style="list-style-type: none"> <li>○ As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Implementation of organizational and technical measures                             <ul style="list-style-type: none"> <li>○ See Schedule II for details</li> </ul> </li> <li>• Maintenance and support of product                             <ul style="list-style-type: none"> <li>○ Security patches</li> <li>○ Feature updates</li> <li>○ Technical support</li> <li>○ Availability and up-time</li> </ul> </li> <li>• Data storage, including backups</li> <li>• Establish the purposes and scope of processing via the Agreement between Parties</li> <li>• Data Subject Access Requests                             <ul style="list-style-type: none"> <li>○ Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making</li> </ul> </li> </ul>

<p>submits a request through Customer rather than through EBSCO)</p>	<ul style="list-style-type: none"> <li>○ Manages the contact form, email address, and phone number for intake of privacy requests</li> <li>○ Upon request, notifies customer of data subject request</li> <li>● Provide legal basis for processing end user data             <ul style="list-style-type: none"> <li>○ Agreement between parties establishes contract to provide services</li> <li>○ Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users</li> </ul> </li> <li>● Incident response             <ul style="list-style-type: none"> <li>○ Implementation of process</li> <li>○ Notification of customer</li> </ul> </li> <li>● Subprocessors - vetting and notifying customer of new subprocessors</li> <li>● Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information</li> </ul>
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**Data importer(s):**

For Customer Personal Data:

**1. Name:** EBSCO International, Inc.

**Address:** 10 Estes Street, Ipswich, MA 01938

**Contact person’s name, position and contact details:**

**Activities relevant to the data transferred under these Clauses:** Academic and scholastic research

**Signature and date:**

**Role (controller/processor):** Joint Controller and Processor

**2. Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.

**“Customer Personal Data”** means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.

For User Personal Data:

**1. Name:** EBSCO International, Inc.

**Address:** 10 Estes Street, Ipswich, MA 01938

**Contact person's name, position and contact details:**

**Activities relevant to the data transferred under these Clauses:** Academic and scholastic research, creation of user profiles

**Signature and date:**

**Role (controller/processor):** Joint Controller and Processor

**2. Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

**"User Personal Data"** means the Personal Data provided directly by Customer's end users to EBSCO through the products and services purchased by Customer.

## **B. DESCRIPTION OF TRANSFER**

**Categories of data subjects whose personal data is transferred:** Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

**Categories of personal data transferred:** First name, last name, email address, authentication information, search information, research notes.

**Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved:** Not Applicable.

**The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):** Continuous.

**Nature of the processing:** Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

**Purpose(s) of the data transfer and further processing:** To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:**

**Subject Matter:** First name, last name, email address, authentication information, search information, research notes

**Nature of processing:** The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the

link to the Subprocessors for comprehensive information about how specific subprocessors process data.

**Duration:** Continuous

### **C. COMPETENT SUPERVISORY AUTHORITY**

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

## Schedule II

### Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. **Network and Application Security and Vulnerability Management:**

a. Measures of pseudonymization and encryption of personal data:

Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.

b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:

EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.

c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:

All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire

suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers.

EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:

EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

e. Measures for the protection of data during transmission:

All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

f. Measures for the protection of data during storage:

Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

g. Measures for ensuring system configuration, including default configuration:

Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

h. Measures for internal IT and IT security governance and management:

EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

i. Measures for certification/assurance of processes and products:

In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

j. Measures for ensuring data minimization:

EBSCO follows best practices for minimizing data attributes to only those needed to perform required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. **Logical access controls:**

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. **Secure media disposal controls:**

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage

Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

**4. Logging Controls:**

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

**5. Personnel Controls:**

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

**6. Physical security and environmental controls:**

a. Measures for ensuring physical security of locations at which personal data are processed: EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see:

<https://aws.amazon.com/compliance/data-center/controls/>.

## Schedule III

### List of Subprocessors

#### **MODULE TWO: Transfer controller to processor**

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see [www.ebsco.com/subprocessors](http://www.ebsco.com/subprocessors).