

INSTITUTIONAL LICENSE TO USE THE DIGITAL EDITION OF THE LOEB CLASSICAL LIBRARY

Institution/Company ("LMBA") Name: LITHUANIAN RESEARCH LIBRARY CONSORTIUM

Contact Person:

Title: President

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Fax:

Email: @vilniustech.lt

Internet Protocol Address(es) ("IP Addresses"): indicated in Annex 1 Tender for the services of subscription to the online research database LOEB CLASSICAL LIBRARY, dated 1/12/25

This License Agreement ("Agreement") is entered into as of the Effective Date described below by and between the LMBA and Harvard University Press Limited, United Kingdom ("HUP UK"). This Agreement sets forth LMBA's rights and obligations regarding on-line access to and use of the digital edition of the Loeb Classical Library, including any additions, supplements or revisions (together, the "Licensed Material"). The Licensed Material is currently located at: www.loebclassics.com.

By executing this Agreement, the LMBA accepts the following terms and conditions:

1. Scope of License.

Subject to the terms of this Agreement, Subscribing Institution of LMBA (indicated in Annex 1) is granted a nonexclusive, revocable, nontransferable license to access and use the Licensed Material via the Subscribing Institution's IP addresses, secure referring URL, or agreed upon authentication system (e.g., Shibboleth) and to permit Subscribing Institution's Authorized Users to access and use the Licensed Material. The Subscribing Institution's rights are limited to it and do not extend to any related or affiliated organizations (except in the case of a multi-site license—see below).

An Authorized User is any individual who is authorized by the Subscribing Institution to access the Subscribing Institution's information services via secure authentication, whether the Authorized User is on-site or off-site, and who is either a current student (undergraduate or postgraduate) or member of the faculty or staff (whether on a permanent or temporary basis) of

the Subscribing Institution. Persons who are none of the above, but who are permitted to access the Subscribing Institution's information services from computer terminals within the physical premises of the Subscribing Institution ("Walk-In Users"), are also Authorized Users during the time they are within the physical premises of the Subscribing Institution. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Subscribing Institution. There are no contractual restrictions on the number of Authorized Users from a Subscribing Institution at any given time.

2. Payment Terms.

Payment terms, and any additional business terms, are provided in the Annex 1 (Tender).

No later than by 10 December 2025 HUP UK shall issue to the LMBA the first invoice in the amount indicated in Item 3, Annex 1 (FORM OF THE TENDER) as payable for the year 2026. If HUP UK fails to issue the invoice to LMBA at a fixed date, it shall be considered that HUP UK has refused to provide the service and therefore he shall lose his right to receive the payment and the Agreement shall be considered as terminated. In such case HUP UK shall lose his right to the reimbursement of any losses.

HUP UK 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 HUP UK has refused to provide the service for that particular year and the Agreement shall be terminated. In such case HUP UK shall lose his right to the reimbursement of any losses.

3. Permitted Uses.

The Licensed Material is copyrighted by Harvard University. Subject to the copyright, an Authorized User may:

- View and search the Licensed Material
- Create a unique personal profile/account
- Share content via native email and social media (some content types will be accessible only to recipients who are Authorized Users)
- Via the personal account, annotate and organize content
- Print and otherwise reproduce portions of the content
- Transfer a personal account to another Subscribing Institution if the user is also an Authorized User at that institution

Provided that the Authorized User may reproduce and use the Licensed Material only for scholarly purposes within the bounds permitted under applicable copyright law.

4. Restrictions.

All other uses are prohibited. Without limitation, the Subscribing Institution and the Authorized Users may not

- Disseminate any Licensed Material outside the Subscribing Institution by any means, except as specifically authorized above; or store any electronic file of such material on any intranet or other centrally accessible network or server, including but not limited to for “coursepack” purposes
- Sell, resell, lend, transfer, or otherwise commercially exploit any Licensed Material
- Remove, obscure or modify copyright notices, text acknowledgements, attributions or other means of identification, or disclaimers as they appear in the Licensed Material
- Modify the Licensed Material

Use of the Licensed Material on more than one campus or sharing of this resource with affiliates or among a regional consortium is not permitted unless HUP UK has granted Subscribing Institution a multi-site license by appendix to this Agreement.

The Subscribing Institution is responsible for taking reasonable measures to prevent access by unauthorized persons to its IP addresses, and is responsible for terminating any unauthorized access to the Licensed Material of which it has notice or knowledge.

5. Disclaimer of Warranties—Limitation of Liability.

The disclaimers and limitations stated here apply to the LMBA and to all Authorized Users.

THE LICENSED MATERIAL IS PROVIDED **“AS IS”**. NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION CONTAINED IN THE LICENSED MATERIAL OR AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED MATERIAL. THE LICENSED MATERIAL MAY CHANGE AT ANY TIME WITHOUT NOTICE. IN NO EVENT WILL HUP UK OR HARVARD UNIVERSITY PRESS BE LIABLE TO LMBA OR ANY AUTHORIZED USER FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR PROFITS, ARISING OUT OF THE USE OF OR INABILITY TO USE LICENSED MATERIAL, EVEN IF HUP UK OR HARVARD UNIVERSITY PRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HUP UK AND HARVARD UNIVERSITY PRESS OF ANY NATURE WHATEVER TO LMBA OR ANY AUTHORIZED USER EXCEED THE AGGREGATE FEE PAID BY LMBA FOR USE OF LICENSED MATERIAL DURING THE CALENDAR YEAR IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

HUP UK does not guarantee that the Licensed Material will be accessible at any time or in any particular hardware or software environment. HUP UK will not be responsible for any delay or failure in performance resulting from any cause beyond its reasonable control.

6. Term and Termination.

This Agreement shall become effective upon HUP UK's receipt of LMBA's signature to this Agreement ("Effective Date") and shall remain in effect thereafter for so long as the LMBA remains current in its payments.

In the event that LMBA shall breach or fail to perform any obligation under this Agreement, HUP UK may, in addition to any other remedies it may have under law, terminate the Agreement by written notice to LMBA, whereupon HUP UK shall immediately disable all access to the Licensed Material under this Agreement.

LMBA may terminate this Agreement according to Article 90 of the Law on Public Procurement of the Republic of Lithuania.

LMBA may terminate this Agreement:

- in the case of loss of funding 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, LMBA shall pay only for the access during the period of the validity of this Agreement.
- if the License was awarded to HUP UK in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union).
- if the Agreement has been subject to a substantial modification.
- if HUP UK should have been excluded during the procurement procedure.
- If HUP UK does not submit an invoice.

Upon termination of this Agreement according to this clause, HUP UK shall reimburse to Subscription a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

7. General.

This Agreement and Annex 1 (Tender), constitutes the entire agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings relating to use of and access to the Licensed Material.

No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both the parties

LMBA may not assign, transfer or sublicense its rights under this Agreement.

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

The parties acknowledge that the Agreement, it's schedules and the Annex 1 (Tender) shall be published on Lithuanian Central Public Procurement Information System.

HUP UK shall issue only an electronic invoice to Subscriber. HUP UK 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 www.esaskaita.eu.

The parties will perform the Agreement by electronic means.

DocuSigned by:

LMBA's Authorized Signature: _____

Signer's Name:

Signer's Title: President

Date: 12/9/2025

DocuSigned by:

HUP UK's Signature: _____

Signer's Name:

Signer's Title: Office Manager

Date: 12/9/2025 | 11:45 AM GMT

Return this signed agreement within sixty (60) days to:

Sales Department

Harvard University Press United Kingdom

8 Coldbath Square

London EC1R 5HL

UK

For questions or comments, please email: loebclassics_sales@harvard.edu

Annex 1 Tender for the services of subscription to the online research database LOEB
CLASSICAL LIBRARY

ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE
LOEB CLASSICAL LIBRARY**

1/12/25
(Date)

London, UK
(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>	Harvard University Press
The name, surname and position of the person responsible for the availability of the access	
Phone	+44 (0)20 3463 2350
E-mail	@harvardup.co.uk

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:

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1	The services of subscription to the online research database <i>Loeb Classical Library</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026 : Vilnius University	4,675	5,095.75
2	The services of subscription to the online research database <i>Loeb Classical Library</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2027 till 31 December 2027 : Vilnius University	4,815	5,055.75
3	The services of subscription to the online research database <i>Loeb Classical Library</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2028 till 31 December 2028: Vilnius University	4,960	5,208
	TOTAL:	14,450	15,359.50

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

Total price of the Tender, VAT inclusive – 15,359.50..... EUR.
 This amount includes all costs and all taxes, as well as the VAT which is equal...909.50....EUR.
 The VAT rate is 9 % for 2026, which is equal 420.75 EUR
 The VAT rate is 5 % for 2027 and 2028, which is equal 488.75 EUR

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

3.1. Instalment 1 – from 1 January 2026 till 31 December 2026 – .. 5,095.75..... EUR (VAT inclusive),

3.2. Instalment 2 – from 1 January 2027 till 31 December 2027 – ... 5,055.75..... EUR (VAT inclusive),

3.3. Instalment 3 – from 1 January 2028 till 31 December 2028 – 5,208.... EUR (VAT inclusive)

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

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

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

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	3
2.	THE SUPPLIER'S DECLARATION (sanctions)	1

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

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

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

Office Manager DocuSigned by:
12/1/2025 | 11:04 AM GMT

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

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE *LOEB CLASSICAL LIBRARY***

I. Background information

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

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institution shall have access to the following Licensed Materials of the online research database *Loeb Classical Library*:
 - Not less than 550 fully searchable books in print (not e-books) in Greek and Latin literature via the web platform: epic and lyric poetry; tragedy and comedy; history, travel, philosophy, and oratory; and the great medical writers and mathematicians.
 - Key features should include:
 - Single- and dual-language reading modes;
 - Sophisticated Bookmarking and Annotation features;
 - Tools for sharing Bookmarks and Annotations;
 - Greek keyboard;
 - User account and My Loeb content saved in perpetuity;
 - Intuitive Search and Browse;
 - Inclusion of every Loeb volume in print;
 - Regular uploading of new and revised volumes.

5. The Supplier shall ensure that the web Platform complies with the following accessibility requirements:
 - The Platform must comply with EN 301 549 and WCAG 2.1 Level AA standards.
 - The Supplier shall provide an Accessibility Conformance Report (ACR) or a Voluntary Product Accessibility Template (VPAT) demonstrating the Platform’s conformance with accessibility standards Platform by 24 April 2026.
 - The Supplier shall remedy any identified accessibility deficiencies within 2 months from the date of notification.
 - The Supplier shall ensure that all updates, upgrades, and new functionalities maintain full accessibility compliance with the applicable standards.
 - Both Parties shall share responsibility for accessibility compliance: the Supplier shall ensure that the Platform’s technical environment and functionality meet accessibility standards, while the Lithuania Research Library Consortium shall ensure that any content uploaded or managed within the Platform is created and maintained in an accessible format.
6. The Authorised Users of the LMBA Authorised Institution indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *Loeb Classical Library* from the **1 January 2026 till 31 December 2028 (with possibility to opt-out in case of no funding for 2027 and/or 2028)**, 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 database *Loeb Classical Library* 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 Institution COUNTER-compliant usage statistics on at least a quarterly basis.
9. At the request of the Authorised Institution the Supplier shall make available the Licensed Materials in KBART format.

III. Authorised Institution

10. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *Loeb Classical Library* shall be given to the unlimited number of the concurrent Authorised Users via the IP addresses of 1 (one) Authorised Institution – member of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Vilnius University	24327	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.* 185.127.2.128/25
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11. Any of the IP addresses indicated in Item 10 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institution shall be entered into the Licence Agreement.

ANNEX 3
to the Contract Documents
THE SUPPLIER'S DECLARATION

Harvard University Press

(Name of the Supplier)

To the Lithuanian Research Library Consortium

THE SUPPLIER'S DECLARATION (sanctions)

1/10/25

(Date)

I declare under honour that there is no Russian involvement in the contract of the company I represent exceeding the limits set in Article 5k of 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. In particular I declare that:

(a) the contractor I represent (and the companies which are members of our consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;

(b) the contractor I represent (and the companies which are members of our consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;

(c) neither I nor the company I represent is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in point (a) or (b) above;

(d) there is no participation of over 10 % of the contract value of subcontractors, suppliers or entities whose capacities the contractor I represent relies on by entities listed in points (a) to (c).

I declare under honour that the Supplier is not a subject to restrictive measures, applied by Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended by Council Implementing Regulation (EU) 2022/581 of 8 April 2022.

I also declare and confirm that the Supplier is not subject to other international sanctions implemented in the Republic of Lithuania².

It is known to me that if the Contracting Authority finds out that the submitted data are misleading, the Supplier shall be eliminated from the procurement procedure.

DocuSigned by:
333A9F09D06549F...

(Signature)

(Name, surname, title)

12/1/2025 | 11:04 AM GMT

² <https://www.urm.lt/sankcijos>