

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of the date of signature by both parties, by and between **Lietuvos mokslo taryba**, Gedimino Pr 3, Vilnius, 01103, Lithuania (the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the employees of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) as well as individuals using computers within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User; and
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier.
- generate a response for the internal use of such Authorized Users;

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products without Elsevier’s permission in writing in combination with an artificial intelligence tool (including to ingest, train an algorithm, test, process, analyze, copy, distribute, make publicly accessible, generate output and/or develop any form of

artificial intelligence tool);

- post abstracts from the Subscribed Products on social networking sites; or

- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products (including any generated responses) or any part thereof, including any derivative work and/or service (including resulting from the use of artificial intelligence tools).

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed in twofold by Subscriber, which acceptance shall be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity available as described at <https://www.elsevier.com/librarian/usage-reports/>. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is provided solely by the Subscriber and limited to library Sites only. The distribution of usernames/passwords, access credentials or otherwise by Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- immediately deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which

will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice. Late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Subscriber to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Subscriber to Elsevier under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Subscriber waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause. The Subscriber will be charged local value added tax (VAT), based on the Subscriber's place of establishment, unless the Subscriber is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Subscriber will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Subscriber any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. DURATION.

5.1 Term.

The term of this Agreement will commence on 01 January 2026 and continue through and including 31 December 2026 ("Initial Term").

5.2 Renewal.

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the "Term".

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIBED PRODUCTS, THE USE OF ANY FORM OF ARTIFICIAL INTELLIGENCE, AND ANY OTHER DATA, DOCUMENTATION, TECHNOLOGY OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE SUBSCRIBED PRODUCTS DO NOT PROVIDE MEDICAL OR REGULATORY ADVICE IN CONNECTION WITH ARTIFICIAL INTELLIGENCE GENERATED RESPONSES, WHICH RESPONSES ARE DELIVERED WITHOUT HUMAN REVIEW AND FOR INFORMATION DISCOVERY PURPOSES ONLY. ARTIFICIAL INTELLIGENCE GENERATED RESPONSES MAY BE INACCURATE AND SUBJECT TO BIAS. SUBSCRIBER AND ITS AUTHORIZED USERS MUST EXERCISE THEIR OWN JUDGMENT BEFORE ACTING ON OR APPLYING ANY SUCH RESPONSES. CONTENT IS IN ENGLISH AND WHILE INPUTS AND RESPONSES MAY BE SUPPORTED, TRANSLATIONS ARE NOT VALIDATED.

6.4 Limitation of Liability.

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 Force Majeure.

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its

obligations will in no event constitute a Force Majeure.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders or Subscriber terms, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

Any modification, amendment or waiver of any provision of this Agreement will be effective only if made in writing and executed in accordance with the provisions of Section 7.10, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations in whole or in part under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy*

To the extent that the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”). The parties acknowledge and agree that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Subscriber: Lietuvos mokslo taryba, Gedimino Pr 3, Vilnius, 01103, Lithuania.

7.8 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier’s prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 *Compliance with Laws.*

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by electronic means, including confirmation of acceptance by email.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LIETUVOS MOKSLO TARYBA
(Subscriber)

Name: Vaiva Priudokiene
Title: Deputy Chair

ELSEVIER B.V.
(Elsevier)



Name: Thong Li Lim
Title: Vice President, Account Support & Tender Management

No. 1-25087412401

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

LIETUVOS MOKSLO TARYBA

No. 1-25087412401

Subscribed Products – publisher	Access	2026 EUR
Scopus® – Elsevier B.V.	scopus.com	€21,472.50
-Scopus AI Foundation		€11,970.00
TOTAL FEES		€33,442.50

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Lietuvos mokslo taryba

Sites:	#Auth. Users:	Authentication:
Gedimino Pr 3, Vilnius, 01103, Lithuania	100	193.219.91.202 and remote access

Estimated total number of Authorized Users for Scopus: 100

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: Gabrielė Norkūnaitė
Title: Policy Analyst
Name/Address (if different from Section 7.7):
E-mail: gabriele.norkunaite@lmt.lt
Phone: +370 684 04 498

Billing Contact

Name: Gabrielė Norkūnaitė
Title: Policy Analyst
Name/Address (if different from Section 7.7):
E-mail: gabriele.norkunaite@lmt.lt
Phone: +370 684 04 498

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

TECHNICAL SPECIFICATION
SUBSCRIPTION TO SCOPUS DATABASE

Subscriber: Lietuvos mokslo taryba

Sites:	#Auth. Users:	Authentication:
Gedimino av. 3, LT-01103 Vilnius, Lithuania	100	193.219.91.202 and remote access

Estimated total number of Authorized Users for: 100

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

1. During the validity period of the License Agreement, a contact person of the Contracting Authority for issues regarding Technical Specification, online access, and database administration shall be:

Gabrielė Norkūnaitė, Policy Analyst of Research Evaluation and Data Analysis Unit

Phone: +370 684 04 498

E-mail: gabriele.norkunaite@lmt.lt

Address: Gedimino av. 3, LT-01103 Vilnius, Lithuania

2. A contact person of the Supplier for the issues related to online access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied into the License Agreement. Contact information of other persons responsible for technical solutions, statistical data, and administration may be sent at the e-mail address indicated herein above.

3. The RCL shall have access to the following:

3.1. The ability to search by document type, author's name or ORCID, affiliation by identifying affiliation's scholarly output, collaborating institutions and top authors. Ability to perform advanced searches using field codes, proximity operators, and / or Boolean operators, refine search results to specific categories of documents.

3.2. The ability to browse sources by an alphabetical list of all journals, book series, trade publications and conference proceedings, create alerts and lists for selected documents and save them for later use within a session, or save them to permanent list, build customized lists of documents which allows to export, track and analyze a particular set of results at one time.

3.3. The ability to analyze and visualize search results broken up into categories (year, source, author, affiliation, country or territory, document type and subject area); compare journals using variety of metrics (*CiteScore*, *SCImago Journal Rank (SJR)*, *Source-Normalized Impact per Paper (SNIP)*, etc.); see the citation impact and scholarly community engagement for an article, analyze the citation trend for any given article, set of results or for a list of author documents; to have an access to author profile page and track an individual's citation history; from author profile page view an author's total citation and document count, h-index, ORCID record (if available) and access a collection of in-depth and visual analysis tools.

4. The RCL shall have online access to the Licensed Materials of Scopus for one year starting from **January 1, 2026**, 24 hours per day, seven days per week, including the weekends and holidays. Access may be interrupted for technical maintenance and repair service (up to 2 % down-time). The authorized users of the RCL shall be informed about the maintenance work no later than 48 hours prior to its commencement, if possible.

5. Upon coming into effect of this License Agreement, a **Uniform Resource Locator (URL)** as well as all other information deemed necessary for the use of the online access, shall be sent to the Organizer of Procurement by e-mail indicated in Item 1 herein.

6. **IP addresses.** External IP address is **193.219.91.202**. In addition, remote access through IP address **193.219.91.202** should be provided. Also, if the addresses will change, it should be provided opportunity to change a list of IP addresses. If the IP addresses change during negotiations and after entry into force of the contract the opportunity of modification of list mentioned above should be provided.