



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of final signature of the Agreement by and between **Lithuanian Research Library Consortium (LMBA)**, Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Consortium"), appointed by the institutions identified on Schedule 2 to act on their behalf (the "Institutions"), and authorized to enter into this Agreement on behalf of the Institutions, pursuant to an authorizing agreement substantially in the form as set forth on Schedule 3, (all, collectively, the "Subscriber") and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (the "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 full-time and part-time students, faculty, staff and researchers 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") and individuals using computer terminals 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;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;

The Subscriber may:

- print and deliver book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as "interlibrary loan" from non-commercial libraries located within the same country as the Subscriber.

The Subscriber:

- (i) may extract and index Data (as defined below) from the articles authored by Authorized Users included in the Subscribed Products, to index in the user interface of the Subscriber's product by

implementing both the SD Search API and the SD Article Entitlement API ([see http://dev.elsevier.com/sd_apis.html](http://dev.elsevier.com/sd_apis.html)), and store in perpetuity in the Subscriber's secure database system that the Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s) ("Institutional Repository") and to publically display Snippets (as defined below), provided that:

(a) the display of any Data will at all times include (if available) the associated Digital Object Identifier ("DOI"), and

(b) links are incorporated in the Data to the relevant article landing page in the Subscribed Product from which such Data was extracted by which such link to the Subscribed Product is displayed more prominently than the links to other versions of the article, and

(c) the indexes only include Data and no other parts of the full text articles, and

- (ii) is obligated to remove illicit versions of full text articles upon Elsevier's request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier will have the right to suggest improvements to the display and ranking of the search results for the articles that are available in ScienceDirect.

"Data" will be limited to the following: index terms, bibliographic information, headers, references, digital object identifiers, footnotes, acknowledgements, keywords, author affiliation, Snippets (as defined below) and abstracts, or any other data when included, of the full text articles. Abstracts may only be displayed on the abstract records on the Subscriber data's websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API's may only display Snippets but not abstracts.

"Snippets" mean a first page PDF preview of the full text article or short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual full text articles.

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 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, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;
- substantially or systematically reproduce, retain, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

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 2 or as may be otherwise set forth herein after coming into effect of this Agreement.

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. Elsevier shall inform the Subscriber and its Authorized Users about maintenance and repairs at least 48 hours in advance, unless such notice term is not reasonably possible given the urgency of the situation. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding five (5) consecutive days, then Elsevier shall refund to the Consortium the amount of the Fees indicated in Agreement calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year.

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/sd_usage_reports. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice.~~

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. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products only to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;
- provide 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 inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access from and/or require that the Consortium and/or Institution suspend the access from where the unauthorized use occurred upon notice to the Consortium and/or such Institution. 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 Consortium and/or Institution will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Consortium and/or Institution engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Compliance with Sanction Laws.*

Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is the target of any sanctions or embargoes laws (hereinafter "Sanctions Laws"), and who does not fall under an exemption or for which a general license has been granted under the Sanctions Laws.

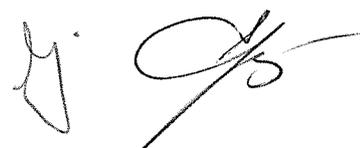
3.4 *Security Requirements.*

The Subscriber shall promptly notify Elsevier if it determines that there has been a breach of the confidentiality or security of any confidential information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium will pay to Elsevier the fees set forth in Schedule 1 and Schedule 4 (The Tender for the Services of Subscription to the Online Research Database *Ebooks Subject Collections (Science Direct)*) within 60 (sixty) days from the date of invoice issued by Elsevier to the Consortium, in accordance with the schedule set forth in Schedule 1. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fees include all costs and taxes, as well as the VAT, as identified in Schedule 1. The currency of account and the currency of payment for any sum to be paid by the Consortium 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.

Elsevier shall issue only an electronic invoice to the Licensee. Elsevier 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.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement will commence on signing of the Agreement and continue until 31st December 2020 ("Term"). Notwithstanding the aforementioned, access hereunder is granted in perpetuity, in accordance with the provisions of this Agreement and conditional upon receipt of full payment of the Fees payments as reflected on Schedule 1.

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 WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

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, or 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 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) 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.

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, written or oral, between the parties with respect to the subject matter contained herein. The Agreement shall comply with the Consortium's Tender documentation applicable to the contract award. In case of contradiction between the Agreement and the Schedules, Schedule 4 (The Tender for the Services of Subscription to the Online Research Database *Ebooks Subject Collections (Science Direct)*) prevails.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, 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. 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. The Agreement can be amended if the scope of the Subscribed Products has been adjusted due to objective reasons (e.g. combining/splitting the electronic content and/or transferring the copyright and the related rights).

7.5 *Assignment.*

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

7.6 *Privacy.*

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information received by Elsevier from the Subscriber under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement.

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 Consortium: Lithuanian Research Library Consortium (LMBA), Gedimino Ave. 51, LT-01109 Vilnius, Lithuania.

7.8 *Confidentiality.*

In order to protect Elsevier's legitimate commercial interests, 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, except as stated in Schedule 4 (The Tender for the Services of Subscription to the Online Research Database *Ebooks Subject Collections (Science Direct)*) and official publication of the Agreement and Tender for the Services of Subscription to the Online Research Database *Ebooks Subject Collections (Science Direct)* via Central Public Procurement Portal. 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, and share the Subscriber's IP

address ranges and holdings information (ISSN/ISBN, access start and end date) with internet search engine providers for the sole purpose of displaying to Authorized Users in their internet search results links to full-text articles and books available in the Subscribed Products.

7.9 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts in writing.

7.10 *Governing Law and Dispute Resolution*

(a) This Agreement shall be governed by and construed in accordance with Lithuanian law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Lithuanian courts.

(b) 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 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.

(c) Any person to whom a reference is made under Clause 7.10 (b) 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.

(d) Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

(e) 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.

7.11 *Termination*

(a) Any party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice to the other party identifying the nature of the breach. The termination will become effective thirty 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.

(b) Upon termination of this Agreement by the Consortium due to a material or persistent breach by Elsevier, Elsevier shall reimburse to Consortium a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

(c) Consortium may terminate this Agreement:

1 in the case of material loss of external funding or merger or closure of any Authorized 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 Consortium shall pay only for the access and use of the Subscribed Products by the Authorized Users of the Authorized Institutions during the period of the validity of this Agreement;

2 if the Agreement was awarded to the Elsevier 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);

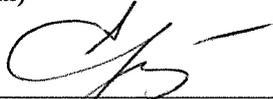
3 if the Agreement has been subject to a substantial modification as prescribed in clause 7.4 of this Agreement.

4 if Elsevier should have been excluded during the procurement procedure.

d) Upon termination of this Agreement according to clause 7.11.c, Elsevier shall reimburse to Consortium a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

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

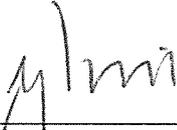
**LITHUANIAN RESEARCH LIBRARY CONSORTIUM
(Consortium)**



Name: Emilija Banionytė
Title: President

21 January 2020

**ELSEVIER B.V.
(Elsevier)**



Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

No. 1-18287791404

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

Year 2017 collections:

| eBooks Subject Collections | Year | # of titles |
|--|-------------|--------------------|
| Agricultural, Biological, and Food Sciences 2017 | 2017 | 115 |
| Biochemistry, Genetics and Molecular Biology 2017 | 2017 | 49 |
| Biomedical Science and Medicine 2017 | 2017 | 72 |
| Chemistry 2017 | 2017 | 40 |
| Computer Science 2017 | 2017 | 50 |
| Earth and Planetary Sciences 2017 | 2017 | 49 |
| Energy 2017 | 2017 | 74 |
| Engineering 2017 | 2017 | 194 |
| Environmental Science 2017 | 2017 | 35 |
| Finance 2017 | 2017 | 22 |
| Immunology and Microbiology 2017 | 2017 | 22 |
| Materials Science 2017 | 2017 | 126 |
| Mathematics 2017 | 2017 | 26 |
| Neuroscience 2017 | 2017 | 56 |
| Pharmacology, Toxicology and Pharmaceutical Science 2017 | 2017 | 35 |
| Physics and Astronomy 2017 | 2017 | 10 |
| Psychology 2017 | 2017 | 33 |
| Specialty Medicine 2017 | 2017 | 59 |
| Health Professions 2017 | 2017 | 5 |
| Veterinary Medicine 2017 | 2017 | 7 |

Elsevier eBooks Additional Terms and Conditions

The perpetual access granted hereunder for the above eBooks is subject to full payment of the instalments under the Payment Schedule set forth below and, after the end of the Term of this Agreement, an annual access fee based on the number of chapters downloaded from such eBooks during the prior twelve (12) months at a rate of EUR 0.063 per download, with a minimum annual fee of EUR 400 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform. The annual access fee will not be charged if the Subscriber maintains an annual subscription on ScienceDirect online. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of such annual access fee once per year during regular business



hours upon thirty (30) days written notice to Elsevier. In the event that the Consortium does not pay any eBooks annual access fee or maintain any annual subscription on ScienceDirect online, the Subscriber may, at its option, acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of such eBooks for cost in accordance with the usage provisions of the Agreement. The copy may not contain links and other features and functionality associated with the online version.

| Item No. | Type of proposed services | Price in EUR, VAT exclusive | Price in EUR, VAT inclusive ¹ |
|----------|--|-----------------------------|--|
| 1. | The services of subscription to the online research database <i>eBooks Subject Collections (Science Direct)</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of the Licence Agreement till 31 December 2020: | €385,206.00 | € 466,099.26 |
| 1.1 | Kaunas University of Technology | €46,956.61 | € 56,817.50 |
| 1.2 | Klaipėda University | €21,147.81 | € 25,588.85 |
| 1.3 | Lithuanian Sports University | €3,312.77 | € 4,008.45 |
| 1.4 | Lithuanian University of Health Sciences | €29,121.57 | € 35,237.10 |
| 1.5 | Mykolas Romeris University | €23,728.69 | € 28,711.71 |
| 1.6 | Šiauliai University | €3,312.77 | € 4,008.45 |
| 1.7 | Vilnius Gediminas Technical University | €49,267.85 | € 59,614.10 |
| 1.8 | Vilnius University | €80,739.18 | € 97,694.41 |
| 1.9 | Vytautas Magnus University | €73,420.27 | € 88,838.53 |
| 1.10 | Lithuanian Research Centre for Agriculture and Forestry | €20,647.04 | € 24,982.92 |
| 1.11 | Lithuanian Energy Institute | €12,904.40 | € 15,614.32 |
| 1.12 | State Scientific Research Institute Center for Physical Sciences and Technology | €20,647.04 | € 24,982.92 |
| | TOTAL: | €385,206.00 | € 466,099.26 |

¹ Elsevier 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.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Consortium: Lithuanian Research Library Consortium

The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *eBooks Subject Collections (Science Direct)* 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.exlibrisgroup.com/primo>), and the IP addresses of 12 (twelve) Authorised Institutions – members of the Subscriber set forth in the below Table:

| | | |
|---|--------------------------------|---|
| Sites: Lithuanian Research Library Consortium Gedimino Ave. 51, LT-01109, Vilnius, Lithuania | #Auth. Users: 65,722 | Authentication: As indicated in table below |
|---|--------------------------------|---|

| No. | Institution | FTE in academic institutions/ registered adult readers in public and other libraries | Address | IP addresses |
|-----|---------------------------------|---|---|---|
| 1. | Kaunas University of Technology | 8265 | K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania | 193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64-193.219.170.71 VPN 193.219.171.0-193.219.171.7 Wi-Fi |

| | | | | |
|----|--|-------|---|--|
| 2. | Klaipėda University | 2618 | K. Donelaičio a. 3, LT-92144 Klaipėda, Lithuania | 193.219.76.* |
| 3. | Lithuanian Sports University | 1403 | Sporto g. 6, LT-44221 Kaunas, Lithuania | 193.219.75.225-253 |
| 4. | Lithuanian University of Health Sciences | 7803 | Eivenių g. 6, LT-50162 Kaunas, Lithuania | 193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 193.219.62.158 83.171.4.141 81.7.102.222 82.135.198.159 88.119.141.218 |
| 5. | Mykolas Romeris University | 6312 | Ateities g. 20, LT-08303 Vilnius, Lithuania | 193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255 |
| 6. | Šiauliai University | 1413 | Vytauto g. 84, LT-76352 Šiauliai, Lithuania | 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80.0-255 158.129.81.0-255 158.129.82.0-255 158.129.83.0-255 158.129.84.0-255 158.129.85.0-255 158.129.86.0-255 158.129.87.0-255 |
| 7. | Vilnius Gediminas Technical University | 9121 | Saulėtekio al. 14, LT-10223 Vilnius, Lithuania | 158.129.192-224.* |
| 8. | Vilnius University | 18824 | Universiteto g. 3, LT-01122 Vilnius, Lithuania | 81.7.76.10 81.7.76.209 82.135.202.188 |

| | | | | |
|-----|---|------|--|--|
| | | | | 83.171.3.224-239 (Proxy) 85.206.5.216 88.119.140.104 193.219.86.128-159 193.219.40-47.* 193.219.80.28 (Proxy) 193.219.80-83.* 193.219.86.192-255 (Proxy) 193.219.87.* (Proxy) 193.219.89.0-127 193.219.91.224-255 193.219.93.128-255 193.219.94.0-255 193.219.94.26 (Proxy) 193.219.94.128-191 (Proxy) 193.219.95.128-143 (Proxy) 158.129.128-191.* 193.219.144-151.* |
| 9. | Vytautas Magnus University | 9355 | K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania | 158.129.48-71.0-255 193.219.132.129-253 193.219.136.1-125 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-159 193.219.190.175-255 193.219.38.0-255 193.219.54.1-253 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255 |
| 10. | Lithuanian Research Centre for Agriculture and Forestry | 94 | Instituto al. 1, LT-58344 Akademija, Kėdainių r., | 85.206.20.67 83.171.2.193 83.171.1.17 |

| | | | | |
|-----|---|-----|--|--|
| | | | Lithuania | 82.135.240.18 193.219.178.3 193.219.178.1-16 193.219.187.81 193,219.78.59 193.219.78.7 193.219.78.19-20 193.219.129.42 188.69.246.94 |
| 11. | Lithuanian Energy Institute | 180 | Breslaujos g. 3, LT-44403 Kaunas, Lithuania | 193.219.73.1-63 |
| 12. | State Scientific Research Institute Center for Physical Sciences and Technology | 334 | Savanorių pr. 231, LT-02300 Vilnius, Lithuania | 158.129.176.1 - 255 158.129.177.1 - 255 193.219.94.203 193.219.59.1 - 30 193.219.49.161 193.219.74.198 |

Estimated total number of Authorized Users: 65,722

The Consortium shall promptly notify Elsevier of any changes to any of the contact information above.

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

The Consortium shall 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: Ms. Aušra Vaškevičienė
Title: Head of Administration and Expert of Project databases
Name/Address (if different from Section 7.7): Lithuanian Research Library Consortium (LMBA)
Gedimino Ave. 51, LT-01109 Vilnius, Lithuania
E-mail: ausra.vaskeviciene@lnb.lt
Phone: +370 5 239 8684

Billing Contact

Name: Ms. Emilija Banionyte
Title: President
Name/Address (if different from Section 7.7): Lithuanian Research Library Consortium (LMBA)
Gedimino Ave. 51, LT-01109 Vilnius, Lithuania
E-mail: emilija.banionyte@leu.lt
Phone: +370 5 239 8684



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

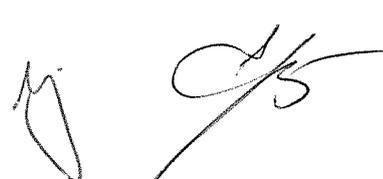
POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, _____, the authorized representative of _____, an academic institution, with its principal offices located at _____ (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this ___ day of _____, 2019.

Name:
Title:

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized, cursive 'M'. The second signature is a more complex cursive signature, possibly 'J.S.' or similar.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3.1
Signed Power of Attorney Forms

Handwritten initials or signature in the bottom right corner of the page.

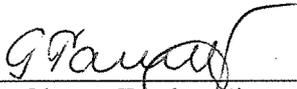
ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, **Gintarė Tautkevičienė**, the authorized representative of **Kaunas University of Technology**, an academic institution, with its principal offices located at Gedimino str. 50, LT-44239, Kaunas, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 16 day of December, 2019.



Name: Gintarė Tautkevičienė
Title: Library Director



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, DALIA KASINSKIENE, the authorized representative of KLAIPEDA UNIVERSITY, an academic institution, with its principal offices located at VERKAUS MANTO STR. 84 LI 92294 KLAIPEDA LITHUANIA (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 17 day of December, 2019.



Name: DALIA KASINSKIENE
Title: LIBRARY DIRECTOR

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, Asta Zarauskiene, the authorized representative of **Lithuanian Sports University**, an academic institution, with its principal offices located at Sporto str. 6, lt-44221 Kaunas, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 16 day of December, 2019.



Asta Zarauskiene
Head of the Library

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ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

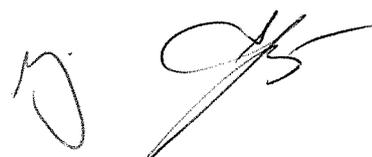
KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, Meilė Kretavičienė, authorized representative of Lithuanian University of Health Sciences, an academic institution, with its principal offices located at Eivenių Str. 6, Kaunas, LT-50162, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 16th of December, 2019.



Name: Meilė Kretavičienė
Title: Library and Information Centre Director



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, Rector, Prof. Inga Žalėnienė, the authorized representative of Mykolas Romeris University, an academic institution, with its principal offices located at Ateities st. 20, Vilnius LT-08303 (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution 16 of December, 2019.

Name: Prof. Inga Žalėnienė
Title: Rector



ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 3

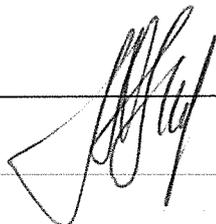
POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, AUSRA MINGAILIENE, the authorized representative of SIAULIAI UNIVERSITY, an academic institution, with its principal offices located at P. VIŠINSKIO STR. 38 LT-76352 SIAULIAI, LITHUANIA (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

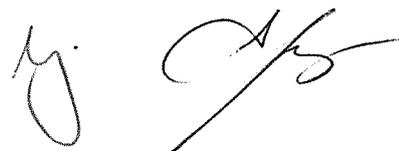
The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 16 day of December, 2019.

Name:
Title:



AUSRA MINGAILIENE
LIBRARY DIRECTOR



POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, Rektor Alfonsas Daniūnas, the authorized representative of Vilnius Gediminas technical university, an academic institution, with its principal offices located at Saulėtekio al. 11 LT-10223 Vilnius, LITHUANIA (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium (LMBA)** Gedimino Ave. 51, LT-01504 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 17th day of December 2019.



Name: Alfonsas Daniūnas

Title: Rektor of Vilnius Gediminas technical university

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, **Irena Krivienė**, the authorized representative of **Vilnius University**, an academic institution, with its principal offices located at Universiteto str. 3, LT-01122, Vilnius, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 17 day of December, 2019.



Name: Irena Krivienė
Title: VU Library Director General

25



POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, Lina Bloveščičiūnienė, the authorized representative of Vytautas Magnus University, an academic institution, with its principal offices located at K. Donelaičio Str. 58, LT-44248, Kaunas, Lithuania (the “Institution”), hereby constitutes and appoints **Lithuanian Research Library Consortium (LMBA)** Gedimino Ave. 51, LT-01504 Vilnius, Lithuania (the “Attorney”), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement (“Agreement”) annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 7 day of January, 2019.



Name: LINA BLOVEŠČIŪNIENĖ
Title: LIBRARY DIRECTOR

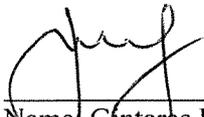
ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, director Gintaras Brazauskas, the authorized representative of Lithuanian Research Centre for Agriculture and Forestry, an academic institution, with its principal offices located at Instituto al. 1, LT-58344 Akademija, Kėdainiai distr., Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 16 day of December, 2019.



Name: Gintaras Brazauskas
Title: Director

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, **Mr. Sigitas Rimkevičius**, the authorized representative of **Lithuanian Energy Institute**, an academic institution, with its principal offices located at **Breslaujos g. 3, LT-44403 Kaunas, Lithuania** (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 19th day of December, 2019.



Name: Sigitas Rimkevičius
Title: Director of Lithuanian Energy Institute

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, Gintaras Valušis, the authorized representative of STATE RESEARCH INSTITUTE CENTER FOR PHYSICAL SCIENCES AND TECHNOLOGY, an academic institution, with its principal offices located at Savanorių Ave. 231, LT-02300 Vilnius, Lithuania (the "Institution"), hereby constitutes and appoints **Lithuanian Research Library Consortium** Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this 17 day of December, 2019.



Name: Gintaras Valušis
Title: Director

**ELSEVIER SUBSCRIPTION AGREEMENT
ANNEX 1**

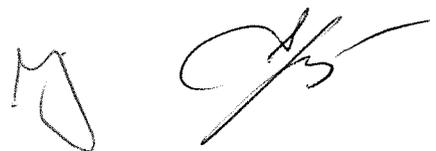
to the Contract Documents

THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE**

EBOOKS SUBJECT COLLECTIONS (SCIENCE DIRECT)

Handwritten initials 'MD' and a signature.

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
EBOOKS SUBJECT COLLECTIONS (SCIENCE DIRECT)
13TH DECEMBER 2019**

(Date)

Amsterdam

(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> | Elsevier B.V. |
| The name, surname and position of the person responsible for the availability of the access | Pavel Milasevic Tomasz Psonka |
| Phone | +370 605 33 802 +48 501 980333 |
| E-mail | p.milasevic@elsevier.com t.psonka@elsevier.com |

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:

| Item No. | Type of proposed services | Price in EUR, VAT exclusive | Price in EUR, VAT inclusive ¹ |
|----------|--|-----------------------------|--|
| 1. | The services of subscription to the online research database <i>eBooks Subject Collections (Science Direct)</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of the Licence Agreement till 31 December 2020: | €385,206.00 | € 466,099.26 |
| 1.1 | Kaunas University of Technology | €46,956.61 | € 56,817.50 |
| 1.2 | Klaipėda University | €21,147.81 | € 25,588.85 |
| 1.3 | Lithuanian Sports University | €3,312.77 | € 4,008.45 |
| 1.4 | Lithuanian University of Health Sciences | €29,121.57 | € 35,237.10 |
| 1.5 | Mykolas Romeris University | €23,728.69 | € 28,711.71 |
| 1.6 | Šiauliai University | €3,312.77 | € 4,008.45 |
| 1.7 | Vilnius Gediminas Technical University | €49,267.85 | € 59,614.10 |
| 1.8 | Vilnius University | €80,739.18 | € 97,694.41 |
| 1.9 | Vytautas Magnus University | €73,420.27 | € 88,838.53 |
| 1.10 | Lithuanian Research Centre for Agriculture and Forestry | €20,647.04 | € 24,982.92 |

¹ 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.

| | | | |
|------|---|--------------------|---------------------|
| 1.11 | Lithuanian Energy Institute | €12,904.40 | € 15,614.32 |
| 1.12 | State Scientific Research Institute Center for Physical Sciences and Technology | €20,647.04 | € 24,982.92 |
| | TOTAL: | €385,206.00 | € 466,099.26 |

Total price of the Tender, VAT inclusive – € 466,099.26 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal € 80,893.26 EUR. The VAT rate is 21%.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term:

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2020 – € 466,099.26 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 | 17 |
| 2. | ESPD | 12 |
| 3. | Extract of Chamber of Commerce (KVK) | 4 |
| 4. | Statement of Non-Conviction Individual | 3 |
| 5. | Statement of Non-Conviction Elsevier B.V. | 3 |
| 6. | Declaration of Non-Conviction CEO | 1 |
| 7. | Declaration of Non-Conviction CFO | 1 |
| 8. | Statement of Payment and Tax Contributions | 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.

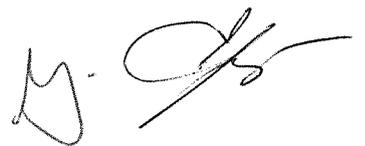
Gino Carlo Ussi

Digitally signed by Gino Carlo Ussi
DN: cn=St o=ELSEVIER B.V., cn=Gino Carlo Ussi, sn=Ussi,
givenName=Gino Carlo, email=g.ussij@elsevier.com
Date: 2019.12.13 12:47:33 +01'00'

Gino Ussi,

Executive Vice President Research Solution Sales

(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
DATABASE
*EBOOKS SUBJECT COLLECTIONS (SCIENCE DIRECT)***

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 *eBooks Subject Collections (Science Direct)* 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 Jevgenija Ševcova, Manager of Databases:
E-mail: jevgenija.sevcova@lnb.lt; phone: +370 5 239 86 84
Lithuanian Research Library Consortium
Gedimino av. 51
LT-01109 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 Licensed Materials of the online research database *eBooks Subject Collections (Science Direct)*:

| eBooks Subject Collections | Year | # titles |
|---|-------------|-----------------|
| Agricultural, Biological, and Food Sciences 2017 | 2017 | 115 |
| Biochemistry, Genetics and Molecular Biology 2017 | 2017 | 49 |
| Biomedical Science and Medicine 2017 | 2017 | 72 |
| Chemistry 2017 | 2017 | 40 |
| Computer Science 2017 | 2017 | 50 |
| Earth and Planetary Sciences 2017 | 2017 | 49 |
| Energy 2017 | 2017 | 74 |
| Engineering 2017 | 2017 | 194 |

| | | |
|--|------|-----|
| Environmental Science 2017 | 2017 | 35 |
| Finance 2017 | 2017 | 22 |
| Immunology and Microbiology 2017 | 2017 | 22 |
| Materials Science 2017 | 2017 | 126 |
| Mathematics 2017 | 2017 | 26 |
| Neuroscience 2017 | 2017 | 56 |
| Pharmacology, Toxicology and Pharmaceutical Science 2017 | 2017 | 35 |
| Physics and Astronomy 2017 | 2017 | 10 |
| Psychology 2017 | 2017 | 33 |
| Specialty Medicine 2017 | 2017 | 59 |
| Health Professions 2017 | 2017 | 5 |
| Veterinary Medicine 2017 | 2017 | 7 |

5. The Authorized Users of the LMBA Authorized Institutions, set forth in Part III herein, shall have the online access to the Licensed Materials of *eBooks Subject Collections (Science Direct)* from the date of coming into effect of the Licence Agreement till 31 December 2020. After this term access to the Licensed Materials will be provided in perpetuity. The Supplier shall provide the Licensed Materials with a quality of service consistent with the industry standards, specifically, shall provide the 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 LMBA and its Authorized Users, and shall restore the service as soon as possible in the event of an interruption or suspension of the service. The Supplier shall inform the LMBA and its Authorized Users about maintenance and repairs at least 48 hours in advance, unless such notice term is not reasonably possible given the urgency of the situation. If, due to causes within its reasonable control, the Supplier is unable to provide the LMBA with access to the service for a period exceeding five (5) consecutive days, then the Supplier shall refund to the LMBA the amount of the Fees indicated in Licence Agreement calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year.
6. 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 *eBooks Subject Collections (Science Direct)* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
7. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
8. At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.

III. Authorised Institutions

9. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *eBooks Subject Collections (Science Direct)* 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.exlibrisgroup.com/primo>), and the IP addresses of 12 (twelve) Authorised Institutions – members of the LMBA set forth in the below Table:

| No. | Institution | FTE in academic institutions/ registered adult readers in public and other libraries | Address | IP addresses |
|-----|---|--|--|---|
| 1. | Kaunas University of Technology | 8265 | K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania | 193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64- 193.219.170.71 VPN 193.219.171.0- 193.219.171.7 Wi-Fi |
| 2. | Klaipėda University | 2618 | K. Donelaičio a. 3, LT-92144 Klaipėda, Lithuania | 193.219.76.* |
| 3. | Lithuanian Sports University | 1403 | Sporto g. 6, LT-44221 Kaunas, Lithuania | 193.219.75.225-253 |
| 4. | Lithuanian University of Health Sciences | 7803 | Eivenių g. 6, LT-50162 Kaunas, Lithuania | 193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 193.219.62.158 83.171.4.141 81.7.102.222 82.135.198.159 88.119.141.218 |
| 5. | Mykolas Romeris University | 6312 | Ateities g. 20, LT-08303 Vilnius, Lithuania | 193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255 |
| 6. | Šiauliai University | 1413 | Vytauto g. 84, LT-76352 Šiauliai, Lithuania | 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80.0-255 158.129.81.0-255 158.129.82.0-255 158.129.83.0-255 158.129.84.0-255 158.129.85.0-255 158.129.86.0-255 158.129.87.0-255 |
| 7. | Vilnius Gediminas Technical University | 9121 | Saulėtekio al. 14, LT-10223 Vilnius, Lithuania | 158.129.192-224.* |
| 8. | Vilnius | 18824 | Universiteto g. 3, | 81.7.76.10 |

| | | | | |
|-----|--|------|---|--|
| | University | | LT-01122 Vilnius, Lithuania | 81.7.76.209 82.135.202.188 83.171.3.224-239 (Proxy) 85.206.5.216 88.119.140.104 193.219.86.128-159 193.219.40-47.* 193.219.80.28 (Proxy) 193.219.80-83.* 193.219.86.192-255 (Proxy) 193.219.87.* (Proxy) 193.219.89.0-127 193.219.91.224-255 193.219.93.128-255 193.219.94.0-255 193.219.94.26 (Proxy) 193.219.94.128-191 (Proxy) 193.219.95.128-143 (Proxy) 158.129.128-191.* 193.219.144-151.* |
| 9. | Vytautas Magnus University | 9355 | K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania | 158.129.48-71.0-255 193.219.132.129-253 193.219.136.1-125 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-159 193.219.190.175-255 193.219.38.0-255 193.219.54.1-253 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255 |
| 10. | Lithuanian Research Centre for Agriculture and Forestry | 94 | Instituto al. 1, LT-58344 Akademija, Kėdainių r., Lithuania | 85.206.20.67 83.171.2.193 83.171.1.17 82.135.240.18 193.219.178.3 193.219.178.1-16 193.219.187.81 193.219.78.59 193.219.78.7 193.219.78.19-20 193.219.129.42 188.69.246.94 |
| 11. | Lithuanian Energy Institute | 180 | Breslaujos g. 3, LT-44403 Kaunas, Lithuania | 193.219.73.1-63 |
| 12. | State Scientific Research Institute Center for Physical Sciences and Technology | 334 | Savanorių pr. 231, LT-02300 Vilnius, Lithuania | 158.129.176.1 - 255 158.129.177.1 - 255 193.219.94.203 193.219.59.1 - 30 193.219.49.161 193.219.74.198 |

10. Any of the IP addresses indicated in Item 9 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.

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