



ELSEVIER SUBSCRIPTION AGREEMENT final

This agreement ("Agreement") is entered into as of final signature of the Agreement by and between **Lithuanian Research Library Consortium**, Gedimino Avenue 51, Vilnius, LT-01109, Lithuania ("Consortium"), on behalf of its Institutions mentioned in Schedule 2 ("Institutions") pursuant to an authorizing agreement substantially similar to the format on Schedule 3 and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier"). The Consortium and Institutions are jointly referred to as the "Subscriber",

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;
- store individual journal articles from the ClinicalKey Subscribed Products in the private library of a social networking site for the Authorized User's own personal use only;
- share individual journal articles from the ClinicalKey Subscribed Products with third party colleagues individually for their scholarly or research use;
- share individual journal articles from the ClinicalKey Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- pull figures, images, and tables from the ClinicalKey® online service into the ClinicalKey Presentation Maker™ for use in the creation of internal or external presentations and for training purposes, by or for the benefit of the Subscriber provided that the Authorized User obtains permission for such use of the ClinicalKey online service content that is credited to a third-party, from such third-party, if necessary; each copy of the presentation will carry

appropriate credit to the content owner; and all such uses are non-commercial; and

- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User, certain content from the ClinicalKey online service that is not subscribed to as part of the Subscribed Products by using credits purchased by the Subscriber ("Credits"), with each use of the applicable number of Credits being an "Action" that entitles the Authorized User to exercise the rights granted in this clause with respect to such content for a twenty-four (24) hour period (the "Pre-Paid Draw Down Service").

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, store locally, 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 1 or as may be otherwise set forth herein, after coming into effect of the 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 reasonable possible given the urgency of 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. 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. Elsevier will make available to the Institutions COUNTER-compliant usage statistics on at least a quarterly basis.

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:

- 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.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;



- implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Subscribed Products by its passwords or credentials used to access the Subscribed Products to ensure that such access was in compliance with all terms and conditions herein; 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 and/or require that the Consortium suspend the access to the Institution from where the unauthorized use occurred upon notice to the relevant 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 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 may be reviewed, 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 breach of such safeguards if such breach results in a compromise of any 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 (the "Fees") and Schedule 4 (The Tender for the Services of Subscription to the Online Research Database CLINICALKEY) within sixty (60) 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 shown in Schedule 1 and Schedule 4 includes both exclusive and inclusive VAT amounts. 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 Consortium's obligation to pay its outstanding and future invoice amounts in full. Any sum to be paid by the Consortium 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 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. The Consortium 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 Consortium will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status.

Elsevier shall issue only an electronic invoice to the Subscriber. 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 the signing date of the Agreement and continue through and including 31 March 2021 ("Initial Term").

5.2 Renewal.

Parties may renew the Agreement after 31 March 2021 for an additional term by conducting a procurement procedure and extending this Agreement by mutual acceptance in writing providing such mutual acceptance occurs no later than 45 days prior to the expiration date of the Initial 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 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, 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)

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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 CLINICALKEY) 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 Consortium. 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.

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

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: Lithuanian Research Library Consortium, Gedimino Avenue 51, Vilnius, LT-01109, Lithuania.

7.8 *Publicity.*

The parties agree that the other party may use its name and associated marks for purposes of client/contractor references, advertising or promotional campaigns. The parties agree that the other party may issue a press release or make a public announcement regarding this Agreement subject to the other party's right to review and prior approval of the relevant portions of such release or announcement containing reference to its name or marks, which review and approval will not be unreasonably withheld or delayed.

7.9 *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, except if such disclosure is compulsory according to the Law on Public Procurement on the Republic of Lithuania. 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.

7.10 *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.

7.11 *Execution.*

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

7.12 *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 7.12 (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.

7.13 *Termination.*

The Consortium may terminate this Agreement by serving a written notice to the other party:

in the case of material loss of external funding or merger or closure of any 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 Institutions during the period of the validity of this Agreement; or
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); or
if the Agreement has been subject to a substantial modification as prescribed in clause 7.4 of this Agreement; or
if Elsevier should have been excluded during the procurement procedure. The termination will become effective thirty days after the receipt of the written notice unless otherwise specified in the notice. In this case, the Consortium shall pay only for the access and use of the Subscribed Products by the Authorised Users of the Subscriber during the period of the validity 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
(Subscriber)



Name: Emilija Banionytė
Title: President

28 February 2020

ELSEVIER B.V.
(Elsevier)



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

Elsevier B.V.
Radarweg 29
1043 NX Amsterdam
The Netherlands

No. 1-18008570555

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

LITHUANIAN RESEARCH LIBRARY CONSORTIUM

No. 1-18008570555

Subscribed Products – publisher	Access	from the date of entering into force of the Agreement - 30/12/2020 EUR	31/12/2020 - 31/03/2021 EUR
ClinicalKey® – Elsevier Inc.	clinicalkey.com		
-ClinicalKey Specialty Package			
ClinicalKey GLB Flex Package - A&G		€99,258.00	€ 26,427.50
TOTAL FEES (exclusive VAT)		€99,258.00	€ 26,427.50

Subscribed Products – publisher	Access	from the date of entering into force of the Agreement - 30/12/2020 EUR	31/12/2020 - 31/03/2021 EUR
ClinicalKey® – Elsevier Inc.	clinicalkey.com		
-ClinicalKey Specialty Package			
ClinicalKey GLB Flex Package - A&G		€120,102.18	€ 31,977.28
TOTAL FEES (inclusive 21% VAT)		€120,102.18	€ 31,977.28

Detailed Fees are indicated in Schedule 4.

ClinicalKey Patient Education Handout Sheets

Authorized Users may print out single copies of patient education handout sheets from the ClinicalKey Subscribed Products (“CK Handouts”) to reactively supply to the Subscriber’s patients and customers in response to their requests for medical information about their conditions, diseases, treatments and prescription or over-the-counter drug purchases.



ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 2

Sites/Authentication/Contacts

Subscriber: Lithuanian Research Library Consortium

Sites:	Sites:	#Relev. Auth. Users:	Authentication:
Lithuanina Research Library Consortium (access granted only to subscribing Institutions listed below)	Gedimino Avenue 51, Vilnius, LT-01109, Lithuania	26,627	
Lithuanian University of Health Sciences	Eivenių str. 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
Vilnius University	Universiteto str. 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.*

Estimated total number of relevant Authorized Users for ClinicalKey: 26,627

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 relevant Authorized Users or hospital beds, 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: Jevgenija Ševcova
Title: Manager of Databases
Name/Address (if different from Section 7.7):
E-mail: jevgenija.sevcova@lnb.lt
Phone: +370 5 239 86 84

Billing Contact

Name: Emilija Banionytė
Title: President
Name/Address (if different from Section 7.7): Lithuanian Research Library Consortium, Gedimino Avenue 51, VILNIUS, LT-01109, Lithuania
E-mail: imba@lnb.lt
Phone: +370 5 239 86 84

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



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 (LMBA)** 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:



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3.1
Signed Power of Attorney Forms

A handwritten signature in black ink, appearing to be 'D/S' with a horizontal line extending from the top of the 'S'.

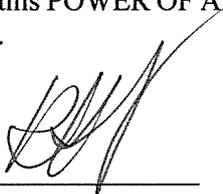
ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

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



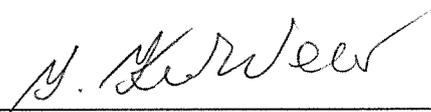
ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, **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



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 4

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

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ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER
To the Lithuanian Research Library Consortium

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

06.11.2019

(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. Radarweg 29, 1043 NX Amsterdam, The Netherlands
The name, surname and position of the person responsible for the availability of the access	Michal Krupa – Account Manager Igor Nikitin – Regional Sales manager
Phone	+48 517044166 +31 612884301
E-mail	m.krupa@elsevier.com i.nikitin@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>ClinicalKey</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of the Licence Agreement till 30 December 2020:	99258,00	120102,18
1.1	Lithuanian University of Health Sciences	49629,00	60051,09
1.2	Vilnius University	49629,00	60051,09
2.	The services of subscription to the online research database <i>ClinicalKey</i> for the Authorised Users of the LMBA Authorised Institutions from 31 December 2020 till 31 March 2021:	26427,50	31977,28
2.1	Lithuanian University of Health Sciences	13213,75	15988,64
2.2	Vilnius University	13213,75	15988,64
	TOTAL (1+2):	125685,50	152079,46

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.

Total price of the Tender, VAT inclusive – 152079,46 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 26393,96 EUR.

The VAT rate is 21 %.

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

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 30 December 2020 – 120102,18 EUR (VAT inclusive)

3.2. Instalment 2 – from 31 December 2020 till 31 March 2021 – 31977,28 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	16
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

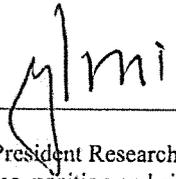
8. To perform the Agreement, we intend to invoke the following sub-suppliers
N/A for this part of the Licence Agreement

N/A
(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 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
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

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

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 *ClinicalKey* 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 Authorised Users of the LMBA Authorised Institutions shall have access to the Licensed Materials of the online research database *ClinicalKey*, which includes:
 - 4.1. Not less than 1000 full-text books;
 - 4.2. Not less than 600 full-text journals;
 - 4.3. Not less than 500 clinical overviews;
 - 4.4. Not less than 50000 medical and surgical videos including *Procedures Consult* with the following subject areas: *Anesthesiology, Emergency Medicine, Internal Medicine, Orthopedics, Pediatrics, Surgery*;
 - 4.5. Not less than 5000 practice guidelines from journals, professional and government agencies;
 - 4.6. Not less than 4 mln. pictures, tables, graphs;
 - 4.7. *Drug Database*;
 - 4.8. *Patients Education Leaflets*
5. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *ClinicalKey*

from the date of coming into effect of the License Agreement till 31st March 2021. 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 *ClinicalKey* 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 *ClinicalKey* 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 2 (two) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	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
2.	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.*
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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.