

NEJM GROUP SUBSCRIPTION AGREEMENT Academic/Clinical Institutions

This Agreement between the Massachusetts Medical Society (“Society”) and the subscribing institution identified below (“Subscriber”) sets forth the terms of use and other provisions for use of the products and services identified in Schedule 1 (“Subscribed Products”).

1. Definitions. For the purposes of this Agreement, the following terms shall have the meaning set forth herein:

Authorized Users are (a) the employees, students, residents, faculty, and staff of Subscriber affiliated with the Subscriber location(s) listed on Schedule 2 (“Subscriber Sites”) who are approved by Subscriber to use a Secure Network (as defined below) and (b) walk-in users and other individuals approved by Subscriber to use a Secure Network while at the Subscriber Sites.

Fee means the annual fee for subscription access to the Subscribed Products set out in the price quote approved by Subscriber and the Society and/or the subscription invoice inclusive of any annual maintenance fees or taxes, as applicable.

Secure Network means a computer network controlled and operated by Subscriber that is accessible only to Authorized Users who are (a) at the Subscriber Sites or (b) whose identity is authenticated by Subscriber at the time of login.

2. Activation of Access. Access to the Subscribed Products for use in accordance with this Agreement shall be activated for Subscriber and its Authorized Users upon acceptance by the Society of this Agreement and Subscriber’s completed order form and receipt of the Fee.

3. Subscription Term and Renewal. Subject to prior termination in accordance with this Agreement, the initial Subscription Term shall be a period of one year. Thereafter, the Society shall invoice Subscriber for the Fee and Subscriber **may elect to renew** the Subscription Term for additional one-year periods by paying the Fee when due. If Subscriber’s payment is not received by the Society within sixty (60) days after expiration of the applicable Subscription Term, the Society will discontinue Subscriber’s access to the Subscribed Products. The Society reserves the right to modify the Fee and the terms of this Agreement for any renewal period. The subscription start and end dates will be listed on Subscriber’s invoice for each Subscription Term.

4. Authorized Access to the Subscribed Products. Access to the Subscribed Products is controlled by valid IP address(es), a secure proxy server, OpenAthens, and/or Shibboleth and is granted to Subscriber and its Authorized Users via a Secure Network while this Agreement, or any successor or amended version, is in effect. Subscriber is responsible for providing valid IP addresses for its Secure Network. Cache servers are not permitted. All information submitted by Subscriber to activate access to the Subscribed Products, including but not limited to IP address information, shall be complete and accurate. Subscriber represents and warrants that all IP addresses provided to the Society shall correspond to and be limited to the Secure Network.

5. Authorized Use. Subscriber and its Authorized Users may:

- a. Use content from the Subscribed Products in accordance with copyright and other applicable laws for personal noncommercial purposes.

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b. Access, browse, view and search the Subscribed Products; print, download, and store a reasonable number of items from the Subscribed Products and provide copies of individual items to other Authorized Users and to third party colleagues for scholarly and research use.

c. On occasion supply single copies of articles from the subscribed Products to a noncommercial library by post, facsimile or digital transmission to fulfill requests for InterLibrary Loan (“ILL”), provided such use is in accordance with Section 108 of the U.S. Copyright Law (17 U.S.C. §108) and the Guidelines for the Proviso of Subsection 108(g)(2) from the National Commission on New Technological Uses of Copyrighted Works.

d. Link to or display discrete items of content from the Subscribed Products in course management systems via a Secure Network in connection with course instruction.

6. Intellectual Property Ownership. Unless otherwise indicated, the content available through the Subscribed Products is the property of the Society and is protected under United States and international copyright laws and conventions. The New England Journal of Medicine, The New England Journal of Medicine logo mark, NEJM Group, NEJM Catalyst, and NEJM are registered trademarks of the Society in the United States and other countries. Notwithstanding anything to the contrary set forth in this Agreement, additional usage terms may be permitted for open access content that may be included in the Subscribed Products.

7. Subscriber Obligations. Subscriber agrees to reasonably cooperate in preventing violations of this Agreement by Authorized Users and to notify the Society promptly upon discovering any such violation. Subscriber also agrees to take such reasonable steps as the Society may require to ensure that such activity ceases. In addition to any other applicable remedies, access to the Subscribed Products may be limited or revoked in the event of a violation of this Agreement by an Authorized User. Subscriber agrees not to frame, modify, obscure, or otherwise alter the appearance or display of any materials at the Subscribed Products. Subscriber agrees to use the Subscribed Products in accordance with applicable laws, rules and regulations.

8. Terms of Use. By using the Subscribed Products, Subscriber and its Authorized Users agree to the applicable online Terms of Use for the Subscribed Products; provided, however, that in the event of any conflict between the terms of this Agreement and the applicable online Terms of Use, the terms of this Agreement shall prevail.

9. Modifications and Availability. The Society will make reasonable efforts to keep the Subscribed Products available twenty-four hours per day, seven days a week. However, owing to technical failures, routine maintenance, or other unforeseen circumstances, availability may be limited and the Society will not be responsible for the non-availability of the Subscribed Products.

10. Warranty. The Society warrants that use of the Subscribed Products in accordance with this Agreement will not infringe the intellectual property rights of any third party.

11. Disclaimer. Content available through the Subscribed Products is the result of research and/or contribution by independent individuals or organizations. The Society is not responsible for the accuracy of any data or conclusions reported in such content. The Subscribed Products are intended for educational, research, and reference purposes only and should not be substituted for the advice of a qualified health care professional.

EXCEPT FOR THE EXPRESS WARRANTY STATED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND THE SOCIETY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE SUBSCRIBED PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS

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OR IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability. In no event will the Society, its employees, officers, members, agents, or licensors be liable for any special, incidental, indirect, or consequential damages of any kind, or any damages resulting from the inability to use, or the use of, the Subscribed Products, whether or not advised of the possibility of such damages, or on any theory of liability arising out of or in connection with the use or performance of the Subscribed Products.

13. Termination. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days written notice. In the event of such termination, Subscriber shall receive a pro-rated refund of the Fee for the un-expired portion of the subscription term. The foregoing shall be Subscriber's sole and exclusive remedy with respect to any such termination. However, in the event of a breach of this Agreement by either party that is likely to cause substantial or irreparable harm to the other party, the thirty (30) day notice period shall be waived. On termination, or expiration, all rights and obligations of the parties shall automatically terminate unless otherwise provided herein.

14. Miscellaneous.

14a. This Agreement represents the entire understanding of the parties in relation to the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations, statements and writings between the parties relating thereto. Subscriber may not assign or transfer, directly or indirectly, all or part of its rights and obligations under this Agreement without the prior written consent of the Society. The Society reserves the right to modify, suspend, or discontinue all or any part of the Subscribed Products at any time. Either party's failure to perform any obligation under this Agreement as a result of conditions beyond its control, such as, but not limited to, war, strikes, floods or other natural disasters, embargos, governmental restrictions, power failures, terrorism, or damage or destruction of network facilities or services, shall not be deemed a breach of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement.

14b. Any purchase order or other instrument that Subscriber may use for the Subscribed Products is for its internal purposes only and shall not amend any provision of this Agreement.

14c. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflict of laws rules. Any controversy arising out of or relating to this Agreement shall be brought in the federal or state courts located in Massachusetts and the parties hereby consent to the jurisdiction of such courts. The foregoing choice of law and forum designation will not apply if compliance would violate applicable law in Subscriber's state. Where required by the laws of Subscriber's state, any controversy arising out of or relating to this Agreement shall be resolved in accordance with such laws.

*See Also Schedule 3

AGREED TO AND ACCEPTED:

Lithuanian Research Library Consortium
AUSRA VASKEVICIENE
HEAD OF ADMINISTRATION

Massachusetts Medical Society

DocuSigned by:
Susan Haering 3/17/2020
EA09B852260E4CF

Authorized Signature / Date

Aush 13 March 2020

Authorized Signature / Date

SCHEDULE 1

NEJM Group Subscription

Subscribed Products:

Online institutional level access to NEJM.org content published since 1990

Post-Cancellation Access to Subscribed Content

Upon termination of Subscriber's subscription (except if termination is due to a breach of this Agreement by Subscriber), Subscriber may, upon written request to the Society, continue online access to the content from the Subscribed Products published by the Society from the Effective Date through the date of termination ("Subscribed Content") in accordance with the usage provisions of this Agreement, for a reasonable annual access fee, which fee may be adjusted annually for inflation and/or cost increases. For the avoidance of doubt, the Subscribed Content shall not include content published before the initial Subscription Term.

Safeguarding Access

The Society has entrusted Portico to preserve access to the Subscribed Products (excluding NEJM Journal Watch titles) if a natural disaster or other catastrophic scenario occurs. Following the unlikely occurrence of a triggering event, such content will remain protected and available in the Portico archive.

Usage Data Reports

The Society will make COUNTER compliant usage data reports available to Subscriber on a monthly basis for Subscriber's internal use only.

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SCHEDULE 2

ACADEMIC/CLINICAL SUBSCRIPTION AGREEMENT

Subscriber: Lithuanian Research Library Consortium

Subscriber Sites Permitted under this Agreement

- Lithuanian University of Health Sciences
 - Vilnius University
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Administrative Contact Information:

Emilija Banionyte
lmba@lnb.lt

Lithuanian Research Library Consortium
Gedimino Ave 51
LT-01109 Vilnius
Lithuania

Subscriber shall promptly notify the Society of any changes to the contact information above.

Return Completed Agreement to

*Massachusetts Medical Society
Attn: NEJM Group Licensing
860 Winter Street
Waltham, MA 02451*

Or scan and email to: Institutionsales@NEJM.org

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SCHEDULE 3

Tender for the Services of Subscription to the Online Research Database
New England Journal of Medicine
only Annex 1 and 2

The foregoing NEJM Online Subscription Agreement is hereby amended as follows:

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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**

NEW ENGLAND JOURNAL OF MEDICINE

FEBRUARY 5, 2020 ____

(Date)

____ Waltham, MA USA ____

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	The Massachusetts Medical Society
The name, surname and position of the person responsible for the availability of the access	Customer Service
Phone	781-434-7888
E-mail	institutionservice@nejm.org

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

No	Type of the service	Price in USD, VAT exclusive	Price in USD, VAT inclusive ¹
1	The services of subscription to the online research database <i>The New England Journal of Medicine</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	USD \$5400.00	USD \$5400.00
1.1	Lithuanian University of Health Sciences	USD \$2700.00	USD \$2700.00
1.2	Vilnius University	USD \$2700.00	USD \$2700.00
2	The services of subscription to the online research database <i>The New England Journal of Medicine</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2021 till 31 December 2021	USD \$5600.00	USD \$5600.00
2.1	Lithuanian University of Health Sciences	USD \$2800.00	USD \$2800.00
2.2	Vilnius University	USD \$2800.00	USD \$2800.00
3	The services of subscription to the online research database <i>The New England Journal of Medicine</i> for the Authorised Users of the	USD \$5800.00	USD \$5800.00

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

	LMBA Authorised Institutions from 1 January 2022 till 31 December 2022		
3.1	Lithuanian University of Health Sciences	USD \$2900.00	USD \$2900.00
3.2	Vilnius University	USD \$2900.00	USD \$2900.00
	TOTAL:	USD \$16,800.00	USD \$16,800.00

Total price of the Tender, VAT inclusive –\$16,800.00 USD.
 This amount includes all costs and all taxes, as well as the VAT which is equal.....0..... USD.
 The VAT rate is ..N/A..... %.

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 31 December 2020 –\$5,400.00..... USD (VAT inclusive)

3.2. Instalment 2 – from 1 January 2021 till 31 December 2021 – ...\$5,600.00..... USD (VAT inclusive)

3.3. Instalment 3 – from 1 January 2022 till 31 December 2022 – ..\$5,800.00.....USD (VAT inclusive)

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

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

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

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	3
2.	THE SUPPLIER'S OATH DECLARATION	2
3.	ESPD	12

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.

Susan Haering

Director, NEJM Group Licensing

DocuSigned by:

Susan Haering

EA09B862260E4CF...

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

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ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE
NEW ENGLAND JOURNAL OF MEDICINE

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 *The New England Journal of Medicine* 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 services

4. The authorized users of the LMBA authorized institutions shall have access to the Licensed Materials of the online research database *The New England Journal of Medicine* that should cover these subjects:
 - 4.1. cardiology,
 - 4.2. emergency medicine,
 - 4.3. endocrinology,
 - 4.4. gastroenterology,
 - 4.5. hematology/oncology,
 - 4.6. immunology/allergy,
 - 4.7. infectious disease,
 - 4.8. nephrology,
 - 4.9. neurology/neurosurgery,
 - 4.10. pulmonary,
 - 4.11. rheumatology.

5. The authorized sites of the LMBA authorized institutions, set forth in Part III herein, shall have the online access to the Licensed Materials of the online research database *The New England Journal of Medicine* from the date of coming into effect of the License Agreement till **31 December 2022**, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
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 *The New England Journal of Medicine* 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.

III. Authorized Institutions

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *The New England Journal of Medicine* 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 address
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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9. Any of the IP addresses indicated in Item 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.