



Lithuanian Research Library Consortium, 2402207
American Chemical Society
Publications Division
Online Products Institutional Access Agreement

This Online Products Institutional Access Agreement (“Agreement”) is effective as of final signature of the Agreement, between the American Chemical Society (“ACS”), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and the Lithuanian Research Library Consortium located at Gedimino Ave. 51, LT-01109 Vilnius, Lithuania (“Grantee”) (ACS and the Grantee are collectively referred to in this Agreement as “the Parties”).

1. **SCOPE OF GRANT**

ACS grants Grantee non-exclusive and nontransferable permission to access ACS products and services as identified in the attachments to this Agreement (collectively “ACS Products”), subject to the terms and conditions set forth in this Agreement, including all attachments.

2. **TERM**

The Term of this Agreement shall be through 31 December 2020.

3. **FEES AND PAYMENTS**

a. Grantee agrees to pay ACS the amounts (Access Fee) set forth in the attached “Access Fee” attachment and The Tender for the Services of Subscription to the Online Research Database ACS Web Editions (attachment D). ACS will not activate Grantee’s access to the ACS Products until Grantee provides ACS with: (1) the email address of a contact person; (2) a duly executed Agreement; and (3) any other information required by ACS to set-up and activate Grantee’s access.

b. Grantee agrees to pay all ACS invoiced Access Fees within sixty (60) days of receipt of the invoice date. ACS reserves the right to discontinue Grantee’s access to the ACS Products and to terminate this Agreement in the event Grantee fails to pay all Access Fees in accordance with the ACS invoice. ACS shall issue only an electronic invoice to Grantee. ACS 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.

c. ACS reserves the right to modify the Access Fee only upon written agreement of Grantee.

4. **INSTITUTIONAL CUSTOMER TYPE; AUTHORIZED USERS; SITES; ADDRESSES**

a. If Grantee is a “consortium,” Grantee shall, prior to ACS’s activation of Grantee’s access to the ACS Products, provide ACS with a current listing of all participating consortium members, including physical location and IP addresses. Further, by entering into this Agreement, Grantee affirms its authority to enter into this Agreement on behalf of each of the listed consortium members. During the Term of this Agreement, Grantee shall promptly notify ACS of any changes to the membership of the consortium. Grantee acknowledges that any such changes to the membership of the consortium may necessitate a change in the Access Fee due under this Agreement. Grantee shall notify each consortium member of the terms and conditions for accessing the ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by any consortium members and/or consortium members’ authorized users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

b. ACS grants to Grantee and its Authorized Users at the authorized sites approved by ACS (“Authorized Sites”) identified in the Site List and IP Address Attachment (“Site List Attachment”) and The Tender for the Services of Subscription to the Online Research Database ACS Web Editions (attachment D), online access to the ACS Products. This Agreement extends to Grantee and Authorized Users individually at Authorized Sites. For purposes of this Agreement,

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“Authorized Users” means, those serving in the capacity of employees, faculty and other teaching staff, and persons officially registered as full or part-time students located at an Authorized Site. Authorized Users may access the ACS

Products from remote sites. Others who are physically present at an Authorized Site may access the ACS Products but may not do so from locations outside of an Authorized Site (“Other Users”).

c. Authorized Users will be recognized and authorized by their Internet Protocol (“IP”) addresses. Grantee is responsible for providing valid IP addresses. The form of the IP addresses must be acceptable to ACS as defined on the IP Address and Site List Attachment. IP Ownership must be verifiable and IP addresses must be directly affiliated with Grantee. Only those IP addresses submitted by Grantee, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products. If the Grantee(s) plan to use a Proxy Server or enable Virtual Private Network (VPN) access, such access must be registered with ACS and use an ACS-approved configuration.

d. Grantee shall exercise reasonable care and shall be responsible for all access control to ensure only Authorized Users and Other Users access the ACS Products for Permitted Use as defined herein. All usage/downloads of ACS content by Authorized Users and Other Users that gain access through the Grantee’s firewall, proxy servers and other gateways for users authorized via the ACS Approved IP addresses listed on the Site List Attachment will be factored into the Grantee’s Access Fee. Grantee agrees to notify Authorized Users and Other Users of the relevant conditions for accessing ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by Authorized Users and Other Users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

5. PERMITTED USES

a. Authorized Users and Other Users may view, download, save, or print individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products for their personal scholarly, research, and educational use. If the Grantee is a commercial entity, Authorized Users may use ACS Products to support their scientific research undertaken in the normal course of their employment or in connection with the process of obtaining regulatory approval for drug products as provided herein. Authorized Users and Other Users may make a printed copy of individual articles, individual book chapters, proceedings, Reagent Chemical monographs, or other individual items from the ACS Products for the internal or personal use of others who are Authorized Users but who are unable to access the ACS Products. Authorized Users and Other Users may include (and are encouraged to provide) links to the ACS Products as part of course pack offerings or within an e-mail communications.

b. Except as set forth in Prohibited Uses herein, Grantee may use the ACS Products to fulfill requests for Interlibrary Loans (“ILL”). ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Grantee may obtain a copy of an individual article, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items from the ACS Products in PDF format (Portable Document Format) and transmit it to the ILL requesting Library by mail, fax, or electronic transmission. The Grantee may make up to five (5) free article copies of individual journal articles, proceedings, individual book chapters, Reagent Chemicals monographs or other individual items from the ACS Products per year for ILL purposes. Additional requests may be fulfilled only if the applicable single copy fees are paid either to the Copyright Clearance Center or directly to ACS through its sales procedures for single articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products.

c. Grantee or Authorized Users may provide print or electronic copies of individual items taken from ACS Products to national or international regulatory authorities in connection with the preparation or submission of the Grantee’s or Authorized User’s applications for drug and product approval, provided that such applications do not amount to commercial redistribution for direct profit. Grantee and Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law.

d. Grantee or Authorized Users may reactively supply print or electronic copies of individual items taken from ACS Products to healthcare professionals or other third parties in response to enquiries relating to Grantee’s medical products. Such copies must carry, without modification, those copyright notices already incorporated in the ACS Products. This use of the ACS Products is restricted to responding to enquiries only. For the avoidance of doubt, this

excludes proactive or multiple supplies of articles for marketing, sales, or other purposes, including any activity that would replace a subscription or the purchase of reprints.

6. PROHIBITED USES

- a. Except as provided in Permitted Uses herein, Grantee, its Authorized Users and Other Users agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the ACS Products or any portions thereof, to any third party. Individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products and other information obtained under this Agreement may not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products may not be used to supply single articles, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items to ILL requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.
- b. Authorized Users and Other Users may not use ACS Products to support work performed on behalf of any commercial entity other than the Grantee. Grantee agrees to take all reasonable measures to ensure proper use of ACS Products by Authorized Users and Other Users, and agrees to remedy identified cases of prohibited use.
- c. Authorized Users and Other Users may not modify, alter, or create derivative works of the materials contained in the ACS Products without prior written permission from ACS. Indexing, by human or machine means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless an institution concludes a specific, separate agreement with ACS to do so. Authorized Users and Other Users may not use illustrations or other graphic excerpts or abstracts without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products.
- d. Individual articles, book chapters, Reagent Chemicals monographs, and other individual items from the ACS Products that include information obtained as a result of access to the ACS Products are not to be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, Reagent Chemicals monographs, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval.
- e. Grantee acknowledges that ACS may prevent Grantee, its Authorized Users and Other Users from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from ACS Products (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time-to-time implement tools or other controls on the ACS Products to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from the ACS Products. ACS acknowledges that Grantee may not be able to prevent its Authorized Users and Other Users from using such methods or applications.
- f. Grantee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Grantee will cooperate with the ACS in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

7. TRIAL AND/OR NEW SUBSCRIPTIONS

Grantee may from time to time during the Term of this Agreement desire access to other ACS products and/or services not identified in this Agreement as ACS Products, either for a limited, trial period ("Trial Subscription") to determine its usefulness or suitability to Grantee or for changes to the list of ACS Products for the remainder of the Term of this Agreement. Similarly, Grantee may from time-to-time during the term of this Agreement desire access to other ACS products and/or services through the Metered Access Plan (MAP). Grantee's access to and use of any and all such additional ACS products and/or services shall be subject to and governed by all applicable Terms and Conditions of this Agreement.

8. ACCESS

a. ACS shall use reasonable commercial efforts to provide continuous availability of ACS Products through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, loading new information files, and downtime related to equipment or services outside the control of ACS including public and private telecommunications services or Internet nodes or facilities. ACS shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance arising outside of ACS's control. Should total downtime exceed 2% per month, ACS shall grant additional access for as many days as access was interrupted beyond the aforementioned 2% downtime after expiration of the Agreement. If the Agreement is renewed, then ACS will provide credit based on this calculation toward the fee for the renewal. Service interruption due to suspicious or suspect user downloading shall not be included in the 2% downtime calculation.

b. Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, Grantee will be provided access to the ACS Products from the ACS Web Editions published during Grantee's subscribed access period only. Upon cancellation of all or part of subscribed access, Grantee may retain digital access rights to only those journals that were subscribed to and published during the time the Grantee had an active, paid subscription to ACS Web Editions. Such digital access rights shall be contingent upon payment of an annual post-cancellation platform maintenance fee. *Chemical & Engineering News*, Reagent Chemicals, Back-file or Archive products, eBooks Symposium Series, or content acquired via ACS Articles on Command, ACS Metered Access, and ACS Lab Packs have no post cancellation rights. Agreements that terminate through cause or default have no post cancellation rights under this program. Upon cancellation of ACS Products, no additional service will be provided save the aforementioned options for the ACS Web Editions.

c. ACS will make reasonable efforts to maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the PDF legacy archive, ACS, in consultation with its customer advisory panel, will make a conservation copy of the archive available through an acceptable repository to institutions that have access via a separate agreement.

d. ACS will make reasonable efforts to maintain the ACS Symposium Series Archive, Current Editions of the Symposium Series, and other similar eBook published content, online published in PDF and/or HTML format. In the unlikely event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the content, ACS, in consultation with its customer advisory panel, will make a conservation copy of the ACS Symposium Series Archive and Current Editions of the Symposium Series online available through an acceptable repository.

e. ACS agrees to provide Grantee COUNTER compliant or, in the event that COUNTER is superseded by another reporting standard, comparable usage reports via a self-service web site on a monthly basis for applicable ACS Products subscribed to by Grantee under this Agreement.

9. DISPUTES

The Parties agree to enter into negotiations to resolve any controversy, claim or dispute ("Dispute") arising under or relating to this Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within ten (10) days of written notice of the dispute or such other time period as ACS and Grantee mutually agree. If the dispute is not timely resolved, the Parties agree, on request of either Party, to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the District of Columbia, USA. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the Parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The Parties agree that the conduct and results of the arbitration will be kept confidential except as required by law. Notwithstanding anything in this Section to the contrary, disputes in which there is a claim for injunctive relief or other equitable remedy, including specific performance, may be brought in any court having competent jurisdiction throughout the world.

10. TERMINATION

a. **Termination for Default.** If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice. In the event Grantee wishes to restore access after a termination for default, if the reduced access period is less than ninety (90) days, there will be no reduction in Grantee's current subscription price. If the Grantee is reinstated after ninety (90) days access cancellation, the Grantee shall be required to pay a \$500 service charge prior to reinstatement. Once Grantee's account is in good standing, ACS will

provide Grantee with a prorated credit for its following year's subscription fee equivalent to the reduced or terminated access period.

b. **Termination for Convenience.** Either party may cancel this Agreement at any time by providing the other party with sixty (60) days prior written notice. In the event of such a termination by Grantee, Grantee shall not receive a pro-rated refund of the unused Access Fee, and in the event of such a termination by ACS, Grantee shall be entitled to receive a pro-rated refund of the unused Access Fee. Notwithstanding, in cases of multi-year subscriptions, Grantee may not cancel this Agreement until after the completion of the agreed-upon multi-year Term.

c. Grantee may terminate this Licence Agreement: if the License was awarded to ACS 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 Article 89 of the Law on Public Procurement of the Republic of Lithuania; or if ACS should have been excluded during the procurement procedure. Upon termination of this Agreement according to this clause, ACS shall reimburse to Grantee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

11. COPYRIGHTS; OTHER INTELLECTUAL PROPERTY RIGHTS

Except as otherwise specifically noted, ACS is the owner of all right, title and interest in the content of the ACS Products, including, without limitations, individual journals, articles, abstracts, book chapters, proceedings. All ACS Products are protected under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code and subject to the Universal Copyright Convention and the Berne Copyright Convention. Grantee agrees not to remove or obscure copyright notices. Grantee acknowledges that it has no claim to ownership of any part of the ACS Products or other proprietary information accessed under this Agreement.

The names "American Chemical Society," "ACS" and the titles of the journals and other ACS Products are trademarks of ACS.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

ACS warrants that it is entitled to grant this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ACS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACS PRODUCTS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ACS PRODUCT, ACS'S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY ACS OR THE LOSS OF DATA, BUSINESS OR GOODWILL EVEN IF ACS IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ACS OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY GRANTEE FOR ACCESS TO ACS PRODUCTS FOR THE CURRENT YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED,

WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE. The foregoing limitations and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against ACS unless a written claim is delivered to ACS within one (1) year after the event giving rise to the claim.

13. GRANTEE'S AUTHORIZATION

In the event this Agreement is for a Consortium, Grantee represents and warrants that it has the right to enter into this Agreement on behalf of each and every one of the Consortium members. Grantee shall be responsible for compliance with all terms and conditions of this Agreement by all Consortium members and by all Authorized Users and Other Users. In the event this Agreement is not for a consortium, the undersigned represents and warrants that he/she has the right to enter into this Agreement on behalf of the Grantee.

14. INDEMNIFICATION

Grantee agrees to indemnify ACS against any and all claims brought by Authorized Users and/or Other Users and/or Consortium members against ACS and any claims brought against ACS resulting from any actions by Authorized Users and/or Other Users and/or Consortium members. If ACS has designated Grantee as a "consortium," all references to "Grantee" in this Agreement shall apply equally and fully to the Consortium and each of its members.

15. GENERAL

This Agreement sets forth the entire understanding of the Parties and, except as provided herein, may not be modified without the express written consent of both Parties. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA without reference to its conflicts of laws principles. Grantee acknowledges that the delivery of the ACS Products will occur in the District of Columbia, USA. Grantee may not assign or transfer its rights under this Agreement without the express written consent of ACS.

16. ACCEPTANCE

Signing this Agreement constitutes acceptance by Grantee of the terms and conditions contained herein. Grantee warrants that it has read and understands this Agreement. 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.

ACCEPTED:

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

Grantee: Lithuanian Research Library Consortium

Authorized Signature: _____

Print name of Authorizing Person: _____

Date: _____



EMILIJĄ BANIONYTĖ

1st April 2020

Grantor: American Chemical Society

Authorized Signature: _____

Print name of Authorizing Person: _____

Date: _____



ADDENDUM
**to the Online Products Institutional Access Agreement which was entered into
between American Chemical Society (“ACS”) and Lithuanian Research Library
Consortium (“Consortium”)**

CONSORTIA OFFSET BENEFIT PROGRAM TERMS AND CONDITIONS

a. Consortia Offset Benefit Program: Consortium has chosen participation in a certain *Consortia Offset Benefit Program (“COBP”)* specifically designed for member institutions of the Consortium (“Institutions”) to facilitate the immediate open availability of ACS copyrighted articles on the Web at the time of online publication. Availability and use of such copyrighted articles shall be governed by the terms and conditions of the current version of the Creative Commons CC-BY license (“CC-BY”). The Parties hereby acknowledge and agree that the *COBP* is based upon and directly tied to the continued subscription by an Institution to ACS Web Editions as such term is defined in the corresponding ACS Online Products Institutional Access Agreement (“Agreement”). Discontinuation of the aforesaid subscription or termination of the Agreement, for whatever reason, shall also terminate the *COBP* arrangement between ACS and such Institution. Capitalized terms not defined herein shall mean the same as in the Agreement.

Parties acknowledge that modification to *COBP* policies and processes can and may occur, as the *COBP* is presently a pilot program. ACS reserves the right to modify or terminate the *COBP* in case of materially significant changes in the relevant Creative Commons licenses.

b. Qualifying Authors: Corresponding authors whose articles are accepted by ACS qualify to have their articles published under the *COBP*, for the respective journal article, if the following conditions are met at the time of submission of the article: 1) corresponding author must be identified as the individual who is to communicate with ACS through the peer review process; 2) corresponding author must be an Authorized User, and 3) corresponding author must indicate affiliation to a member Institution by identifying that member Institution by way of a dropdown menu during the online manuscript submission process and must be utilizing a current email address extension that is directly associated to the respective member Institution (an “**Acceptable Email Address**”). Corresponding authors meeting all of the aforementioned criteria are hereinafter referred to as “**Qualifying Authors**”. For clarity, the term corresponding author as used herein means the author handling the manuscript and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the manuscript.

c. Credits: For *COBP*, ACS shall grant Consortium fifteen (15) ACS Consortia Reward credits (Credits) based on the cumulative annual Web journal subscription Access Fee. The calculation of Credits for subsequent years will be made annually based on Consortium’s total Web journal fee for the respective current year.

Parties acknowledge and agree that once Credits are granted, they shall have no redeemable monetary value. For clarity, in the event of *COBP* termination, unused Credits will not be refunded as a sales credit or otherwise. Credits expire 24 months after they are granted. Notwithstanding, Credits may be used solely in the calendar year for which they were issued. For example, any unused Credits left at the end of 2020 remain viable through 2021 but must be used retroactively for an article accepted in 2020. Any unused Credits left at the end of the 2021 remain viable through 2022, but must be used retroactively for an article accepted in 2021. Credits cannot be used for an articles accepted before 1.1.2020.

For each article published under *COBP*, one (1) Credit will be considered used. Credits can be used for all peer-reviewed articles, but cannot be used for eBooks and non-peer reviewed articles. Once the total number of Credits granted has been used, ACS policy will revert to direct payment of a fee by the Qualifying Author for publication of such author's article(s) under open access conditions, and such policy shall be in accordance with the *ACS AuthorChoice* program options (see <http://pubs.acs.org/page/policy/authorchoice/index.html>). For clarity, the parties acknowledge that a Qualifying Author also has the option to direct the ACS to publish the article via the ACS's subscription model and to not select the *ACS AuthorChoice* program options.

d. Workflow: The Consortium understands that the process flow for *COBP* is systematized through the Copyright Clearance Center's (CCC) *ACS AuthorChoice* institutional workflow. Accordingly, Grantee will have an *ACS AuthorChoice* account with the CCC. A Qualifying Author—whose status as a Qualifying Author has been identified at the time of manuscript submission—will be offered the *COBP* option upon acceptance of the manuscript. If the Qualifying Author selects such option, then the author will be directed to the CCC for requesting their article be processed as part of the *COBP*. Simultaneously, an email providing notice will be sent to the Grantee representative required to approve or reject *COBP* publication of the article. Once approved, a Credit will be debited from the Grantee's annual balance. Credits are used on a first ordered, first approved basis.

The CCC shall notify Qualifying Authors of the *COBP* publication status of their article(s) and that the following terms and conditions below supplement the terms of the ACS Journal Publishing Agreement (<https://pubs.acs.org/page/4authors/jpa/index.html>).

- i. The CC-BY license will control third-party access to and use of the final published article from the ACS website.
- ii. ACS will provide Qualifying Authors with a copy of the final published article in .PDF format, or in other such digital file format as may be agreed between the Parties.
- iii. **ACS Certified Deposit:** ACS will deposit the final version of record under a CC-BY license into the US Pub Med Central repository, which will be automatically reflected in the Europe Pub Med Central repository.
- iv. All ACS articles published under *COBP* as maintained on the ACS website represent the definitive articles of record. Articles (unless identical copies of the most current definitive articles of record) posted to or displayed by institutional repositories or non-ACS websites are without warranty from ACS of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall ACS be liable for any loss or damage arising out of or in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites.

e. Reports: Reports tracking articles published under the *COBP* and the current Credit balance will be available through self-service reporting tools provided in the Consortium's *COBP* administrator's view in the CCC *ACS AuthorChoice* program webpages. Information supplied will include Qualifying Author, affiliated member Institution, ORCID ID (if supplied by the author), article title, DOI, journal, and Credit date.

g. General: ACS is not liable for any article not made open by ACS for an author who does not provide to ACS, during the manuscript submission process, the applicable name of a member Institution and the requisite Acceptable Email Address, or otherwise does not meet at the time of submission the aforementioned criteria of a Qualifying Author[s].

Lithuanian Research Library Consortium, 2402207

i. Information to potential Authors: On the ACS website at pubs.acs.org, under Author Services, ACS will list the Consortium members under Selected List of Funders, and provide a one-page document that lists the details of this *COBP* arrangement and of requirements from authors [http://pubs.acs.org/page/4authors/funder_option.html].

AGREED:

Grantee

By: Lithuanian Research Library Consortium

Name: EMILJA BRNIONYTE

Title: PRESIDENT

Date: 1st April 2020



American Chemical Society

By: _____

Name: _____

Title: _____

Date: _____

Attachment A

ACS Electronic Journal Collection List

| |
|---|
| Accounts of Chemical Research |
| ACS Applied Bio Materials |
| ACS Applied Electronic Materials |
| ACS Applied Energy Materials |
| ACS Applied Materials & Interfaces |
| ACS Applied Nano Materials |
| ACS Applied Polymer Materials |
| ACS Biomaterials Science & Engineering |
| ACS Catalysis |
| ACS Central Science |
| ACS Chemical Biology |
| ACS Chemical Health & Safety (New in 2020) |
| ACS Chemical Neuroscience |
| ACS Combinatorial Science |
| ACS Earth and Space Chemistry |
| ACS Energy Letters |
| ACS Infectious Diseases |
| ACS Macro Letters |
| ACS Materials Letters (New in 2020) |
| ACS Medicinal Chemistry Letters |
| ACS Nano |
| ACS Omega |
| ACS Pharmacology & Translational Science |
| ACS Photonics |
| ACS Sensors |
| ACS Sustainable Chemistry & Engineering |
| ACS Synthetic Biology |
| Analytical Chemistry |
| Biochemistry |
| Bioconjugate Chemistry |
| Biomacromolecules |
| C&EN Global Enterprise |
| Chemical Research in Toxicology |
| Chemical Reviews |
| Chemistry of Materials |
| Crystal Growth & Design |
| Energy & Fuels |
| Environmental Science & Technology |
| Environmental Science & Technology Letters |
| Industrial & Engineering Chemistry Research |

Inorganic Chemistry

Journal of Agricultural and Food Chemistry

Journal of Chemical & Engineering Data

Journal of Chemical Education

Journal of Chemical Information and Modeling

Journal of Chemical Theory and Computation

Journal of Medicinal Chemistry

Journal of Natural Products

Journal of Proteome Research

Journal of the American Chemical Society

Journal of The American Society for Mass Spectrometry (New in 2020)

Langmuir

Macromolecules

Molecular Pharmaceutics

Nano Letters

Organic Letters

Organic Process Research & Development

Organometallics

The Journal of Organic Chemistry

The Journal of Physical Chemistry A

The Journal of Physical Chemistry B

The Journal of Physical Chemistry C

The Journal of Physical Chemistry Letters

Attachment B: Customer Information and Authorized Sites

| | |
|--|---|
| Customer or Consortium Name | Lithuanian Research Library Consortium |
| Name Of Sales Agreement Administrator: | Emilija Banionyte |
| Address (Street, City, State, Postal Code) | Gedimino Ave. 51, LT-01109 Vilnius, Lithuania |
| Phone Number: | +370 5 2398486 |
| E-mail: | lmba@lnb.lt |
| Subscription Agent Used (if applicable) | |
| Agent Contact (Name/Telephone/Email) | |
| Accounting Contact (Name/Telephone/Email) | |
| Usage Statistics Contact (Name/Email) | |

Important: Web orders cannot be processed without an e-mail address of contact person. Administrator will be notified by e-mail within 5 days of receipt of completed Agreement that account has been activated. Full Payment must be received within 30 days of invoicing.

Site Information: List the full name and address of all organization locations that will participate in the Agreement, with their ACS Account numbers, if available. Attach additional copies of this sheet if necessary.

| Location Name | Address (Street, City, State, Postal Code) | ACS Account Number (if available) | IP Address* |
|-----------------------------|--|-----------------------------------|-------------|
| Kaunas Univ of Tech | | 2133556 | |
| Vilnius Gediminas Tech Univ | | 1000286 | |
| Vilnius Univ | | 2198084 | |
| | | | |
| | | | |
| | | | |

IP Address Note: Please list digits that are separated by periods. Example: IP address 123.456.7. IP Address should specify the first two groups of digits (Level B address), or the first three groups of digits (Level C address), or may specify the complete IP address of the Proxy server(s) handling the Authorized Sites. Please designate Proxy Servers as such.

Attachment C

Access Fee Attachment

Web Products

ACS All Publications Package

Total owed to ACS

\$59,187.41

4

\$59,187.41

\$59,187.41 VAT excluding, \$71,616.77 VAT including.

VAT

\$12,429.36

Attachment D

ANNEX 1

The Tender for the Services of Subscription to the Online Research Database *ACS Web Editions*

ANNEX 2

The Technical Specification

ANNEX I
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**

ACS WEB EDITIONS

27 DECEMBER 2019

(Date)

Columbus, Ohio, 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> | American Chemical Society |
| The name, surname and position of the person responsible for the availability of the access | Juyong Pae Senior Contracts Analyst |
| Phone | +1 614 4473703 |
| E-mail | j_pae@acs.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:

| Item No. | Type of proposed services | Price in USD, VAT exclusive | Price in USD, VAT inclusive ¹ |
|----------|--|-----------------------------|--|
| 1. | The services of subscription to the online research database <i>ACS Web Editions</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 | \$59,187.41 | \$71,616.77 |
| 1.1 | Kaunas University of Technology | \$17,197.31 | \$20,808.75 |
| 1.2 | Vilnius Gediminas Technical University | \$3,152.84 | \$3,814.94 |
| 1.3 | Vilnius University | \$38,837.26 | \$46,993.08 |
| | TOTAL: | \$59,187.41 | \$71,616.77 |

Total price of the Tender, VAT inclusive – \$71,616.77 USD.

This amount includes all costs and all taxes, as well as the VAT which is equal \$12,429.36 USD.
The VAT rate is 21 %.

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

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.

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2020 – \$71,616.77 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 | 5 |
| 2. | The official Supplier's Declaration | 2 |
| 3. | ESPD | 15 |

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

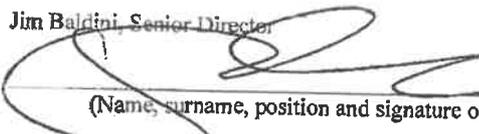
 (name and address)

9. The Tender contains the following confidential information*:

| No. | Title of the submitted document or the part thereof |
|-----|---|
| | Individual prices and pricing rates are confidential, but the overall total price is not. |
| | |

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

Jim Baldini, Senior Director



 (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 ACS WEB EDITIONS**

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 *ACS Web Editions* 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 below listed parts of Licensed Materials of the online research database *ACS Web Editions*:
4.1. *ACS Web Editions* list of journals:

| | Publication Title | Full Text from | Full Text till | e-ISSN |
|---|------------------------------------|-----------------------|-----------------------|---------------|
| 1 | Accounts of Chemical Research | 1996 | current* | 1520-4898 |
| 2 | ACS Applied Bio Materials | 2018 | current* | 2576-6422 |
| 3 | ACS Applied Electronic Materials | 2019 | current* | 2637-6113 |
| 4 | ACS Applied Energy Materials | 2018 | current* | 2574-0962 |
| 5 | ACS Applied Materials & Interfaces | 2009 | current* | 1944-8252 |
| 6 | ACS Applied Nano Materials | 2018 | current* | 2574-0970 |

| | Publication Title | Full Text from | Full Text till | e-ISSN |
|----|--|----------------|----------------|-----------|
| 7 | ACS Applied Polymer Materials | 2019 | current* | 2637-6105 |
| 8 | ACS Biomaterials Science & Engineering | 2015 | current* | 2373-9878 |
| 9 | ACS Catalysis | 2011 | current* | 2155-5435 |
| 10 | ACS Central Science | 2015 | current* | 2374-7951 |
| 11 | ACS Chemical Biology | 2006 | current* | 1554-8937 |
| 12 | ACS Chemical Health & Safety (new in 2020) | TBD | current* | 1878-0504 |
| 13 | ACS Chemical Neuroscience | 2010 | current* | 1948-7193 |
| 14 | ACS Combinatorial Science | 1999 | current* | 2156-8944 |
| 15 | ACS Earth and Space Chemistry | 2017 | current* | 2472-3452 |
| 16 | ACS Energy Letters | 2016 | current* | 2380-8195 |
| 17 | ACS Infectious Diseases | 2015 | current* | 2373-8227 |
| 18 | ACS Macro Letters | 2012 | current* | 2161-1653 |
| 19 | ACS Magterials Letter | 2019 | current* | 2639-4979 |
| 20 | ACS Medicinal Chemistry Letters | 2010 | current* | 1948-5875 |
| 21 | ACS Nano | 2007 | current* | 1936-086X |
| 22 | ACS Omega | 2016 | current* | 2470-1343 |
| 23 | ACS Pharmacology & Translational Science | 2018 | current* | 2575-9108 |
| 24 | ACS Photonics | 2014 | current* | 2330-4022 |
| 25 | ACS Sensors | 2016 | current* | 2379-3694 |
| 26 | ACS Sustainable Chemistry & Engineering | 2013 | current* | 2168-0485 |
| 27 | ACS Synthetic Biology | 2012 | current* | 2161-5063 |
| 28 | Analytical Chemistry | 1996 | current* | 1520-6882 |
| 29 | Biochemistry | 1996 | current* | 1520-4995 |
| 30 | Bioconjugate Chemistry | 1996 | current* | 1520-4812 |
| 31 | Biomacromolecules | 2000 | current* | 1526-4602 |
| 32 | C&EN Global Enterprise | 2016 | current* | 2474-7408 |
| 32 | Chemical Research in Toxicology | 1996 | current* | 2168-0485 |
| 33 | Chemical Reviews | 1996 | current* | 1520-6890 |
| 34 | Chemistry of Materials | 1996 | current* | 1520-5002 |
| 35 | Crystal Growth & Design | 2001 | current* | 1528-7505 |
| 36 | Energy & Fuels | 1996 | current* | 1520-5029 |
| 37 | Environmental Science & Technology | 1996 | current* | 1520-5851 |
| 38 | Environmental Science & Technology Letters | 2014 | current* | 2328-8930 |
| 39 | Industrial & Engineering Chemistry Research | 1996 | current* | 1520-5045 |
| 40 | Inorganic Chemistry | 1996 | current* | 1520-510X |
| 41 | Journal of Agricultural and Food Chemistry | 1996 | current* | 1520-5118 |
| 42 | Journal of Chemical & Engineering Data | 1996 | current* | 1520-5134 |
| 43 | Journal of Chemical Education ¹ | 1924 | current* | 1938-1328 |
| 44 | Journal of Chemical Information and Modeling | 1996 | current* | 1549-960X |
| 45 | Journal of Chemical Theory and Computation | 2005 | current* | 1549-9626 |
| 46 | Journal of Medicinal Chemistry | 1996 | current* | 1520-4804 |
| 47 | Journal of Natural Products ² | 1996 | current* | 1520-6025 |
| 48 | Journal of Proteome Research | 2002 | current* | 1535-3907 |

| | Publication Title | Full Text from | Full Text till | e-ISSN |
|----|---|----------------|----------------|-----------|
| 49 | Journal of the American Chemical Society | 1996 | current* | 1520-5126 |
| 50 | Journal of The American Society for Mass Spectrometry (new in 2020) | TBD | current* | 1879-1123 |
| 51 | Langmuir | 1996 | current* | 1520-5827 |
| 52 | Macromolecules | 1996 | current* | 1520-5835 |
| 53 | Molecular Pharmaceutics | 2004 | current* | 1543-8392 |
| 54 | Nano Letters | 2001 | current* | 1530-6992 |
| 55 | Organic Letters | 1999 | current* | 1523-7052 |
| 56 | Organic Process Research & Development | 1997 | current* | 1520-586X |
| 57 | Organometallics | 1996 | current* | 1520-6041 |
| 58 | The Journal of Organic Chemistry | 1996 | current* | 1520-6904 |
| 59 | The Journal of Physical Chemistry A | 1996 | current* | 1520-5215 |
| 60 | The Journal of Physical Chemistry B | 1996 | current* | 1520-5207 |
| 61 | The Journal of Physical Chemistry C | 2007 | current* | 1932-7455 |
| 62 | The Journal of Physical Chemistry Letters | 2010 | current* | 1948-7185 |

*Online access in the *Full Text till* column marked as current shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the License Agreement.

- 4.2. Weekly magazine *Chemical & Engineering News* (eISSN 2474-7408), renamed *C&EN Global Enterprise* and which covers topics on science, technology, business, industry, government, policy, education, employment related with aspects of the chemistry field, is now included in the All Publications Package.
5. The corresponding authors of the LMBA Authorised Institutions indicated in Part III herein, shall have the ability to publish 15 articles as Open Access under Supplier's Consortia Offset Benefit Program. Under the program, Supplier shall grant reward credits (Credits) based on the cumulative annual Web journal subscription Access Fee, which Authorised Institutions may use (via its explicit approval) to make an accepted article that was submitted by a corresponding author from the respective Authorised Institution publish as Open Access. Credits will be used on a first ordered, first approved basis. The program is based upon and directly tied to the continued subscription by an Authorised Institution to the research database *ACS Web Editions*. Discontinuation of the aforesaid subscription or termination of the License Agreement, for whatever reason, shall also terminate the offset program benefit. For clarity, to have an article to qualify to be published as Open Access under Supplier's program, a 1) corresponding author must identify at the time of submission as the individual who is to communicate with Supplier through the peer review process; 2) corresponding author must be an Authorised User, and 3) corresponding author must indicate affiliation to a LMBA Authorised Institution by identifying that member Institution by way of a dropdown menu during the online manuscript submission process and must be utilizing a current email address extension that is directly associated to the respective member Institution. Copyright of an article published as Open Access under Supplier's program continues to remain with Supplier.
6. 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 *ACS Web Editions* from the date of coming into effect of the License Agreement till 31 December 2020, 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 ACS shall use reasonable efforts to ensure that total downtime will not exceed 2% per month. The 2%

downtime includes periodic unavailability due to maintenance of the platform, the installation or testing of software, the loading of additional content, and downtime related to the failure of equipment or services. Service interruption due to suspicious or suspect user downloading shall not be included in the 2% downtime calculation. Should total downtime exceed 2% per month, Supplier shall grant additional access for as many days as access was interrupted beyond the aforementioned 2% downtime after expiration of the License Agreement. If the License Agreement is renewed, then ACS will provide credit based on this calculation toward the fee for the renewal.

7. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *ACS Web Editions* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
8. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
9. At the request of the Authorized Institutions the Supplier shall make available information about the Licensed Materials in KBART format.

III. Authorised Institutions

10. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *ACS Web Editions* 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 3 (three) Authorised Institutions -- members of the LMBA set forth in the below Table:

| No. | Institution | FTE | 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. | Vilnius Gediminas Technical University | 9121 | Saulėtekio al. 14, LT-10223 Vilnius, Lithuania | 158.129.192-224.* |
| 3. | 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.* |
|--|------------|--|-----------------------------|---|

11. Any of the IP addresses indicated in Item 10 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the License Agreement.