

JSTOR® CONSORTIA PARTICIPATION AGREEMENT

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Please type or print clearly:

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Licensee Address: Gedimino Ave. 51, LT-01109 Vilnius, Lithuania

Agreement Date: the date of the last signature.

LICENSEE CONTACT INFORMATION Please fill out the information below and ensure this information remains current by providing regular updates.

Licensee Primary Contact: (responsible for overseeing participation) Attn: Emilija Banionytė Address: Gedimino Ave. 51, LT-01109 Vilnius, Lithuania

Licensee Technical Contact: (responsible for providing authentication information) Attn: Jevgenij Ševcova Address: Gedimino Ave. 51, LT-01109 Vilnius, Lithuania

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Facsimile:

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E-Mail: jevgenija.sevcova@lnb.lt

Licensee Billing/Invoicing Contact: (if different from Primary Contact) Attn:

Authentication, Authorization, Proxy Server, and Campus/Site Information: Attached Form Completed for each Consortial Institution

Address:

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A member of Licensee's consortium may opt out of this Consortia Participation Agreement during the Term. Notice of such a decision must be made prior to the beginning of the next subscription Term and will be effective at the commencement of the next calendar year. In the event a member of Licensee's consortium opts out of this Agreement, such consortium member's Annual Access Fee will be deducted from the invoice for the year in which such opting out is to be effective.

Upon termination of this Agreement by the Licensee due to a material or persistent breach by JSTOR, JSTOR shall reimburse the Licensee a pro rata portion of the then remaining Annual Access Fee for the unexpired period of this Consortia Participation Agreement.

The Licensee may terminate this Consortia Participation Agreement in the case of loss of funding or merger or closure of any Licensee's member Institutions by serving a written notice to JSTOR or on the material breach by any material obligation under this Licence Agreement by JSTOR, or if the License was awarded to the Publisher 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 Publisher had to be excluded during the procurement procedure, or if the License Agreement has been subject to a substantial modification as prescribed further. The termination will become effective thirty days after the receipt of the written notice unless otherwise specified in the notice. In this case, the Licensee shall pay only for the access and use of the Licensed Material by the Authorized Users during the period of the validity of this Agreement.

The conditions of this Agreement may be amended by both parties in writing according to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.

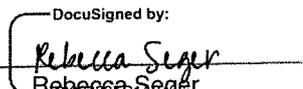
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This Agreement shall continue in effect from Agreement Date through 31 March 2021

LICENSEE: Lithuanian Research Library Consortium

Ithaka Harbors, Inc. d/b/a JSTOR

SIGNED BY: _____
NAME: Emilija Banionytė
TITLE: President
DATE: _____

DocuSigned by:
BY: 
NAME: Rebecca Seeger
TITLE: VP, Institutional Participation
DATE: 6/1/2020

Schedule 1

JSTOR Terms and Conditions of Use

Welcome to the JSTOR digital library and platform found at jstor.org ("JSTOR"). Your use of JSTOR is subject to the following Terms and Conditions of Use.

1 Who can use JSTOR?

We define our "Authorized Users" as:

- (a) People with access through an institution licensing JSTOR on their behalf, namely a college, university, secondary school, public library, museum, foundation, government agency, research center, corporate/for-profit organization or scholarly society ("Institutional Licensee"). This includes individuals i) permitted to be on the premises of an Institutional Licensee and access JSTOR while on site and ii) who may also access JSTOR remotely, specifically:
- current students
 - affiliated researchers and lecturers
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 - patrons of a public library which has licensed remote access
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 - individuals who have a degree from an Institutional Licensee that has licensed access for alumni)

Please note that if you access JSTOR through an Institutional Licensee, your use of JSTOR may be subject to a separate agreement between JSTOR and such Institutional Licensee. If that agreement has different terms, those terms will have precedence over these Terms and Conditions of Use. If you have questions about your Institutional Licensee's license agreement ("Institutional Participation Agreement"), please contact your librarian.

- (b) People who come to JSTOR directly for access. This includes individuals who:
- register for a free individual account that enables access to a limited number of available read-only Content items for fixed periods of time ("Read Only Users");
 - pay to use our JPASS service to access certain JSTOR Collection Content for unlimited read-only access and a limited number of downloaded content items per month ("JPASS Users");
 - use our Data for Research platform (described in Section 4 below);
 - purchase an individual item of Content from publishers via JSTOR; and/or
 - access openly available content on JSTOR, including but not limited to Early Journal Content, the Open JSTOR Collection or relevant portions of the Community Collection (defined in Section 3 below). ("Open Content Users") .

2 What's in JSTOR?

JSTOR offers many types of scholarly content and materials (collectively referred to as "Content"), including the following:

- (a) **JSTOR Collection:** Content in the "JSTOR Collection" is selected by JSTOR's editors to be included in JSTOR digital library. Access to the JSTOR Collection typically is limited to Authorized Users who have a license to view this Content (either directly or through an Institutional Licensee), although from time to time portions of the JSTOR Collection may be made openly available by JSTOR. The portions of the JSTOR Collection that you have permission to access are referred to as "Licensed Content".

The JSTOR Collection includes:

- "Books", specifically, complete books and/or portions of such books, such as book chapters.

- “Journals Hosting Content”, specifically, journals that are not part of the JSTOR Collections Content but that are hosted by JSTOR on behalf of individual publishers.
 - “JSTOR Archive Collections Content”, specifically, journal volumes and issues curated by JSTOR editors into Archive and Thematic Collections as well as grey literature, including but not limited to research reports, white papers, working papers, policy papers, government documents, and newsletters.
 - “Primary Source Materials”, specifically, the Cultural Heritage Sites, Landscapes, and Struggles for Freedom in South Africa Collections, Global Plants plant specimens, and any other primary source materials curated by JSTOR.
- (b) **Open JSTOR Collection:** JSTOR’s editors may also choose to include certain Content in an open model where access is available to any Authorized Users who agree to these Terms and Conditions of Use.

The Open JSTOR Collection includes:

- “Early Journal Content”, specifically, journal content published prior to the last seventy-five years in the United States or prior to the last one hundred forty-three years if initially published internationally. For example, this means that in 2019, Early Journal Content will include content published prior to 1924 in the United States and prior to 1876 internationally.
 - “Open Access Content”, specifically, books or journals which JSTOR’s contributing publishers have agreed to make openly available to all Authorized Users, possibly under the terms of an indicated Creative Commons license.
- (c) **Artstor Collection:** Authorized Users may encounter on or via the JSTOR platform Content from the Artstor Digital Library (“Artstor Collection”), a companion service focusing on image-based material, if the Authorized User’s Institutional Licensee has licensed access to such Content. The Content in Artstor Collection has been selected by Artstor editors for inclusion in the Artstor Digital Library. Artstor Collection is subject solely to the Artstor Terms and Conditions of Use (or Institutional Licensee’s Artstor agreement) and are not subject to these Terms and Conditions.
- (d) **Community Collection:** JSTOR may allow Institutional Licensees or Authorized Users to select and add Content, such as images, videos, audio files, texts, cataloging information, graphics, and all other materials, to the JSTOR platform. JSTOR does not screen, select, or clear the rights to the Community Collection.

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JSTOR encourages Authorized Users to engage in research activities, including downloading or printing Content for non-commercial, scholarly purposes, as well as use the Content on its platform in the following ways (as long as you abide by the prohibited uses in Section 4 below and noting that Artstor Collection will be subject to the separate terms indicated above):

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- linking, specifically, incorporating stable URLs JSTOR provides for each Content item into other online spaces to facilitate or direct access (for example, incorporating a link to an assigned Content item into an online syllabi);
- use JSTOR's Data for Research service, which has a self-service site (<https://www.jstor.org/dfir/>), for certain types of text and data mining across selected Content from the JSTOR database. Data for Research also accepts requests to enter into more complex text and data mining research projects which JSTOR may grant in its discretion subject to additional terms of use.
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- attempt to override, circumvent, or disable any encryption features or software protections employed by JSTOR or undertake any activity such as the use of computer programs that

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- modify, obscure, or remove any copyright notice or other attribution included in the Content; or
- make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Use.

5 How does JSTOR ensure ongoing access to Content?

JSTOR provides for long-term preservation and access to scholarly materials and provides specific long-term access assurances for certain Content in its database.

- Archiving of JSTOR Archive Collections Content. JSTOR provides long term preservation of the JSTOR Archive Collections, supported by an endowment, redundant storage and multiple back-up files, and for those items of JSTOR Archive Collections Content that have print editions, establishing a dedicated repository at a participating institution to house and preserve the print copies under archival-quality conditions. For Licensed Content, access will be available as long as the applicable license is in effect and all applicable fees have been paid.
- Post Cancellation Access for Journals Hosting Content. The applicable publisher of a journal in Journals Hosting Content shall provide a method for post-cancellation access. The applicable publisher shall also be responsible for ensuring Institutional Licensees and Authorized Users receive post-cancellation access to titles in accordance with the NISO Transfer Code of Practice.
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6 What are my responsibilities to JSTOR?

- (a) Security. Authorized Users opening user accounts, are responsible for maintaining security of their usernames and/or passwords and for usage or activity made through their account. Institutional Licensees are responsible for making reasonable efforts to limit access to the Licensed Content to valid Authorized Users (and update the status of its Authorized Users as needed), to protect the Content from unpermitted use, and to cooperate with JSTOR by providing information or assistance necessary for JSTOR to implement its user authentication processes.
- (b) Unpermitted Use. Institutional Licensees or Authorized Users must notify JSTOR of any unpermitted use of JSTOR or security breach affecting access to JSTOR of which they are aware. Institutional Licensees and Authorized Users shall work cooperatively with JSTOR to resolve problems of unpermitted use. If there is an unauthorized use or a violation of these Terms and Conditions of Use, JSTOR may suspend or terminate, or request Institutional Licensee assist in suspending or terminating where practicable, access to a specific user, IP

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address(es), or other authorization and authentication mechanisms used to gain access for the unauthorized use. JSTOR shall make reasonable efforts to contact the Institutional Licensee prior to suspension or termination of access and to restore access promptly following successful resolution of the matter.

- (c) Posted Material. With respect to individual Authorized Users, where you are able to submit material and/or post comments on JSTOR, you represent and warrant that you will not upload or otherwise publish through JSTOR any materials that: (a) violate copyright, other intellectual property or third party rights; (b) are libelous, defamatory, obscene, pornographic, hateful, abusive, or invasive of another's privacy; or (c) contain a virus, spyware, or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact. You acknowledge and agree that JSTOR may edit, remove or modify any material or comments that you submit or post. In addition, JSTOR may reproduce, distribute, or otherwise use any material or comments you make publicly available via JSTOR.

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- (b) JSTOR may occasionally withdraw JSTOR Collection Content or Open JSTOR Collection Content for a good cause reason, for example, because of a legal claim with respect to a specific item of such Content. JSTOR makes reasonable efforts to minimize any inconveniences caused by such withdrawals but JSTOR will in no way be held liable for such withdrawals. For Institutional Licensees, if JSTOR withdraws a material amount of JSTOR Collection Content, Institutional Licensee may submit a written request to receive a prorated refund or credit of its annual access fee under its Institutional Participation Agreement in effect or to terminate such Institutional Participation Agreement without penalty. Please note contributors of Community Collection Content may withdraw such Content in their discretion at any time.
- (c) JSTOR is committed to supporting and working with industry standards and best practices for online information delivery as these standards are developed. Specifically, JSTOR shall use reasonable efforts to ensure that:
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 - JSTOR platform is compliant with Section 508 of the Rehabilitation Act and W3C WAI WCAG 2.0 Level AA. Please note that (i) the Primary Source Materials include a large number of images, maps and other heavily visual forms of content, and in cases where the magnification feature of the image viewer does not suffice, JSTOR will only be able to provide access to metadata regarding images and (ii) Community Collection Content may be in partial conformance, as the accessibility of Community Collection Content depends on the third-party contributor, and is outside of JSTOR's control. More information regarding JSTOR's accessibility compliance, including available VPAT documents, may be accessed at <http://about.jstor.org/accessibility/>.

- the JSTOR platform meets ANSI/NISO z39.88-2004 OpenURL standards and is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and
- it makes available to Institutional Licensees COUNTER-compliant usage statistics.

8 What intellectual property rights apply?

- (a) The JSTOR Platform and Content. The JSTOR platform and any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights (collectively, "Intellectual Property") relating to the JSTOR platform are proprietary to JSTOR and all Intellectual Property related to the Content provided by JSTOR's participating libraries, universities, publishers, scholarly societies, and other Content contributors are proprietary to them, subject to the rights of third parties.
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9 To what extent is JSTOR responsible for its platform and the Content?

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10 How does JSTOR protect my personal information?

Any personal information you may provide JSTOR will be used only in accordance with the terms of our JSTOR's Privacy Policy, available <http://about.jstor.org/privacy/> as it may be amended from time to time. JSTOR does not knowingly collect personal information from anyone under the age of 16 and, if it learns it has collected such personal information, promptly will delete that information.

11 What other legal terms apply?

- (a) These Terms and Conditions of Use will be interpreted and construed in the English language (which shall control over any other language version) according to the laws of the United States and any laws or conventions that might direct the application of the laws of another jurisdiction shall not apply. If an Institutional Licensee is a United States public educational or government institution, those portions of this Agreement which are invalid or unenforceable against such Institutional Licensee due to applicable state or federal law, shall be construed in a manner most consistent with applicable governing law.
- (b) If any provision of these Terms and Conditions of Use are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, all other provisions shall remain in full force and effect. A waiver of any breach of these Terms and Conditions of Use will not be deemed a waiver of other breaches of these Terms and Conditions of Use.

- (c) Neither JSTOR nor Institutional Licensees or Authorized Users will be liable for failures or delays in performing their obligations pursuant to this contract arising from any cause beyond their control, including but not limited to, act of God, acts of civil or military authority, terrorism, fires, strikes, lockouts or labor disputes, epidemics, wars, riots, earthquakes, storms, typhoons and floods and in the event of any such delay, the time for either party's performance will be extended for a period equal to the time lost by reason of the delay. If the conditions giving rise to the delay continue beyond thirty (30) consecutive days, either party may terminate its agreement with the other by giving written notice to the other party.
- (d) To manage the evolving needs of Institutional Licensees, Authorized Users, and Content providers and contributors, JSTOR reserves the right to reasonably modify these Terms and Conditions, or any aspect of JSTOR, at any time, however, JSTOR intends that such modifications shall not materially detract from the scope of Permitted Uses outlined herein. The most updated of these Terms and Conditions of Use will be posted on the JSTOR website, and JSTOR will notify Institutional Licensees via email of material modifications. Subject to any terms to the contrary in an applicable Institutional Participation Agreement, a modification will become effective for an Institutional Licensee if it does not object in writing to JSTOR within 60 (sixty) days from the time JSTOR emails notice of the modification. In the event of such an objection, JSTOR shall make reasonable efforts to address any concerns or the Institutional Licensee will have the right to terminate the Agreement on 30 (thirty) days written notice.

Schedule 2

JSTOR PRODUCT AND PAYMENT TERMS

JSTOR offers a range of collections, products and payment options as described below. Your participation shall be subject to your Institutional Participation Agreement, including the Terms and Conditions of Use referenced therein, payment of applicable fees (payable in US dollars exclusive of any applicable taxes) and the below terms as may be updated by JSTOR. All fees may be subject to tiering pursuant to JSTOR's Classification tiers for journals or JSTOR's Books at JSTOR Classification tiers, as applicable.

The following shall apply only if you have elected to license the applicable product:

This shall apply only if you are ordering Archive Collections or Thematic Collections:

The fees for Archive Collections or Thematic Collections are comprised of: (1) an Archive Capital Fee ("ACF", a one-time fee per Collection aimed at ensuring the long term preservation, upgrading, and enhancements of the scholarly materials in the JSTOR archive, for certain collections such one-time fee is a Network Participation Fee) and (2) an Annual Access Fee ("AAF", a periodic payment covering Institutional Licensee's access to the JSTOR Archive). The AAF is subject to reasonable annual increases upon renewal of the Agreement. Based on your institution's level of JSTOR participation, your institution may also be eligible in JSTOR's discretion to either: (1) pay out the ACF pro-rated over a period of years as specified in the applicable invoice or (2) pay a one-time fee per collection (a portion of which shall consist of the ACF) or (3) pay a one-time fee to gain access to all the content in a specified collection at the time of licensing with an annual new content fee to access content which will be added to that collection during the calendar year. You may select any payment option for which you may be eligible. You may also elect to add access for your institution's alumni through a secure portal or via an authenticated web site by paying an additional 10% of the total AAF (or other percentage set by JSTOR to better reflect the usage by your alumni relative to your other Authorized Users or otherwise upon reasonable notice).

In recognition of the important archival function provided by JSTOR, should you terminate access to a JSTOR collection, your institution may resume access to that collection and all content subsequently added to that collection at any time through payment of only the AAF (and any outstanding prorated installments of ACF).

This shall apply only if you are ordering titles from Books at JSTOR:

You may purchase access to Books on JSTOR (1) on a title-by-title basis; (2) you may elect to participate in the Demand Driven Access program ("DDA") wherein your Authorized Users will be able to use a selected Book prior to payment until use of that title reaches a threshold set by JSTOR (which it may amend from time to time) at which time a purchase of access to that title will be automatically triggered at the then-current price and the fees automatically deducted from a deposit account to be established through a separate agreement between your institution and JSTOR; or (3) you may elect to participate in the Evidence Based Acquisition program ("EBA") by placing an appropriate amount of funds in escrow through a separate agreement between your institution and JSTOR in order to access backlist titles from publishers participating in EBA through June 30th of the following calendar year at which time you may allocate the funds to acquire ongoing access to selected Books based on usage information provided by JSTOR. Access to Books at JSTOR shall also be subject to an annual platform fee unless such fee is waived by JSTOR under conditions it may set and update from time to time. If you are located outside the United States and Canada, complete payment of fees for a selected title shall be required before your institution receives access to that title.

Schedule 3

Tender for the services of subscription to the online research database JSTOR COLLECTIONS

(only Annex 1 and 2)

v. 07.25.19ntc

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
JSTOR COLLECTIONS**

01/03/2020

(Date)

New York, NY 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>	ITHAKA Harbors Inc.
The name, surname and position of the person responsible for the availability of the access	Nancy Kopans, Vice President, General Counsel & Secretary
Phone	212-358-6400
E-mail	Participation@ithaka.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>JSTOR Collections</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		
1.1	LCC International University		
1.1.1	<i>Arts & Sciences IV</i>	\$780.00	\$943.80
1.1.2	<i>Arts & Sciences VII</i>	\$650.00	\$786.50
1.1.3	<i>Language & Literature</i>	\$455.00	\$550.55
1.2	Martynas Mažvydas National Library of Lithuania		
1.2.1	<i>Public Library I</i>	\$5,228.00	\$6,325.88
1.2.2	<i>Public Library II</i>	\$3,137.00	\$3,795.77
1.3	Mykolas Romeris University		
1.3.1	<i>Arts & Sciences I</i>	\$1,950.00	\$2,359.50

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

1.3.2	<i>Arts & Sciences II</i>	\$813.00	\$983.73
1.3.3	<i>Arts & Sciences IV</i>	\$1,430.00	\$1,730.30
1.3.4	<i>Arts & Sciences VI</i>	\$1,495.00	\$1,808.95
1.4	Vilnius University		
1.4.1	<i>Arts & Sciences I</i>	\$2,600.00	\$3,146.00
1.4.2	<i>Arts & Sciences II</i>	\$1,300.00	\$1,573.00
1.4.3	<i>Arts & Sciences III</i>	\$2,275.00	\$2,752.75
1.4.4	<i>Arts & Sciences IV</i>	\$2,145.00	\$2,595.45
1.4.5	<i>Arts & Sciences V</i>	\$2,275.00	\$2,752.75
1.5	Vytautas Magnus University		
1.5.1	<i>Arts & Sciences I</i>	\$4,225.00	\$5,112.25
1.5.2	<i>Arts & Sciences II</i>	\$3,250.00	\$3,932.50
1.5.3	<i>Arts & Sciences III</i>	\$3,900.00	\$4,719.00
1.5.4	<i>Arts & Sciences IV</i>	\$3,250.00	\$3,932.50
1.6	Lithuanian Music and Theatre Academy		
1.6.1	<i>Arts & Sciences III</i>	\$845.00	\$1,022.45
1.7	Kaunas University of Technology		
1.7.1	<i>Arts & Sciences I</i>	\$2,600.00	\$3,146.00
1.7.2	<i>Arts & Sciences II</i>	\$1,300.00	\$1,573.00
1.7.3	<i>Arts & Sciences III</i>	\$2,275.00	\$2,752.75
1.8	Vilnius Academy of Fine Arts		
1.8.1	<i>Arts & Sciences III</i>	\$845.00	\$1,022.45
1.8.2	<i>Arts & Sciences IV</i>	\$780.00	\$943.80
2.	The services of subscription to the online research database <i>JSTOR Collections</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2021 till 31 March 2021		
2.1	LCC International University		
2.1.1	<i>Arts & Sciences IV</i>	\$195.00	\$235.95
2.1.2	<i>Arts & Sciences VII</i>	\$162.50	\$196.63
2.1.3	<i>Language & Literature</i>	\$113.75	\$137.64
2.2	Martynas Mažvydas National Library of Lithuania		
2.2.1	<i>Public Library I</i>	\$1,307.00	\$1,581.47
2.2.2	<i>Public Library II</i>	\$784.25	\$948.94
2.3	Mykolas Romeris University		
2.3.1	<i>Arts & Sciences I</i>	\$487.50	\$589.88
2.3.2	<i>Arts & Sciences II</i>	\$203.25	\$245.93
2.3.3	<i>Arts & Sciences IV</i>	\$357.50	\$432.58
2.3.4	<i>Arts & Sciences VI</i>	\$373.75	\$452.24
2.4	Vilnius University		
2.4.1	<i>Arts & Sciences I</i>	\$650.00	\$786.50
2.4.2	<i>Arts & Sciences II</i>	\$325.00	\$393.25
2.4.3	<i>Arts & Sciences III</i>	\$568.75	\$688.19

2.4.4	<i>Arts & Sciences IV</i>	\$536.25	\$648.86
2.4.5	<i>Arts & Sciences V</i>	\$568.75	\$688.19
2.5	Vytautas Magnus University		
2.5.1	<i>Arts & Sciences I</i>	\$1,056.25	\$1,278.06
2.5.2	<i>Arts & Sciences II</i>	\$812.50	\$983.13
2.5.3	<i>Arts & Sciences III</i>	\$975.00	\$1,179.75
2.5.4	<i>Arts & Sciences IV</i>	\$812.50	\$983.13
2.6	Lithuanian Music and Theatre Academy		
2.6.1	<i>Arts & Sciences III</i>	\$211.25	\$255.61
2.7	Kaunas University of Technology		
2.7.1	<i>Arts & Sciences I</i>	\$650.00	\$786.50
2.7.2	<i>Arts & Sciences II</i>	\$325.00	\$393.25
2.7.3	<i>Arts & Sciences III</i>	\$568.75	\$688.19
2.8	Vilnius Academy of Fine Arts		
2.8.1	<i>Arts & Sciences III</i>	\$211.25	\$255.61
2.8.2	<i>Arts & Sciences IV</i>	\$195.00	\$235.95
	TOTAL:	\$62,253.75	\$75,327.04

Total price of the Tender, VAT inclusive – \$75,327.04 USD.
This amount includes all costs and all taxes, as well as the VAT which is equal... \$13,073.29 USD.
The VAT rate is21..... %.

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 – ... \$60,261.63..... USD (VAT inclusive)

3.2. Instalment 2 – from 1 January 2021 till 31 March 2021 – . \$15,065.41 USD (VAT inclusive). We reserve the right to make adjustments for VAT in case VAT will be changed by law for 2021.

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.	Technical Specification	5
2.	Tax Form 6166	1
3.	The Supplier's Oath Declaration	2
4.	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.*

by Nancy Kopans *N. Kopans* VP, GC & Secy, ITHAKA
(Name, surname, position and signature of the Supplier or its authorised representative)

ANNEX 2
to the Contract Documents
THE SPECIFICATION OF THE PROCUREMENT
OBJECT

TECHNICAL SPECIFICATION

FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE
JSTOR COLLECTIONS

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 *JSTOR Collections* 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 following Licensed Materials of the online research database *JSTOR Collections*:
 - 4.1 *Arts & Sciences I* – the collection should have not less than 118 full text journal titles including those from the fields of philosophy and political sciences.
 - 4.2 *Arts & Sciences II* – the collection should have not less than 128 full text journal titles including those from the fields of archaeology, Asian Studies, Classical Studies, history, political sciences.
 - 4.3 *Arts & Sciences III* – the collection should have not less than 153 full text journal titles including those from the fields of art and art history, language and literature, music.
 - 4.4 *Arts & Sciences IV* – the collection should have not less than 113 full text journal titles including those from the fields of education and law.
 - 4.5 *Arts & Sciences V* – the collection should have not less than 138 full text journal titles including those from the fields of art and art history, Classical Studies, history, language and literature, music, philosophy.

- 4.6 *Arts & Sciences VI* - the collection should have not less than 143 full text journal titles including those from the fields of archaeology, education and law.
- 4.7 *Arts & Sciences VII* - the collection should have not less than 186 full text journal titles including those from the fields of archaeology, art and art history, Classical Studies, history, language and literature, political sciences.
- 4.8 *Language & Literature* - the collection should have not less than 58 full text journal titles including those from the fields of history, language and literature.
- 4.9 *Public Library I* - the collection should have not less than 2,448 full text journal titles from the different fields, such as economy, history, modern art etc.
- 4.10 *Public Library II* - the collection should have not less than 208 full text journal titles from the different fields, such as community health, zoology, ecology, etc.
5. The journals of the listed Collections shall be accessible from the first published volume and issue to the Moving Wall. A moving wall is a set period of time between a journal issue's publication date and its availability as archival content on JSTOR. The moving wall for each journal is set by the publisher to define the portion of its publication history constituting its archive.
6. JSTOR shall use reasonable efforts to provide the Authorized Users of the LMBA Authorized Institutions indicated in Part III hereinwith online access to the Licensed Materials of the online research database *JSTOR Collections* from the date of coming into effect of the License Agreement till 31 March 2021, 24 hours per day, 7 days per week, including weekends and days-off, subject to periodic unavailability due to maintenance and/or updates of the server(s) and platform and downtime related to equipment or services outside the control of JSTOR ("Maintenance Downtime"). If JSTOR fails to provide online availability to the JSTOR Platform for more than 72 hours during any period of 30 consecutive calendar days Institutional Licensee may, upon written request, (a) be granted its choice of a refund or a credit of a prorated portion of its annual access fee for the total number of hours above 72 within each 30-day period so affected or (b) terminate its agreement by providing written notice to JSTOR. JSTOR will provide support to Institutional Licensees and Authorized Users in accordance with the terms set forth <https://support.jstor.org>. No refund 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 Authorized Institution or Authorized User.
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 *JSTOR Collections* 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 upon reasonable request.
9. At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.

III. Authorized Institutions

10. Access to the Licensed Materials listed in Item 4 shall be given to the Authorized Users of the Authorized Institutions listed in Item 11 by allocating as follows:

Item No	Authorized Institution	Collection
1.	LCC International University	<i>Arts & Sciences IV</i> <i>Arts & Sciences VII</i>

		<i>Language & Literature</i>
2.	Martynas Mažvydas National Library of Lithuania	<i>Public Library I Public Library II</i>
3.	Mykolas Romeris University	<i>Arts & Sciences I Arts & Sciences II Arts & Sciences IV Arts & Sciences VI</i>
4.	Vilnius University	<i>Arts & Sciences I Arts & Sciences II Arts & Sciences III Arts & Sciences IV Arts & Sciences V</i>
5.	Vytautas Magnus University	<i>Arts & Sciences I Arts & Sciences II Arts & Sciences III Arts & Sciences IV</i>
6.	Lithuanian Music and Theatre Academy	<i>Arts & Sciences III</i>
7.	Kaunas University of Technology	<i>Arts & Sciences I Arts & Sciences II Arts & Sciences III</i>
8.	Vilnius Academy of Fine Arts	<i>Arts & Sciences III Arts & Sciences IV</i>

11. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *JSTOR Collections* shall be given to the unlimited number of the concurrent Authorised Users who have been verified to have access via the servers of the Virtual Library of Lithuania (<http://www.lvb.lt/>) through reputable discoverability service partners indexing portals supported by JSTOR as indicated at <https://support.jstor.org/hc/en-us/sections/115001496107-Discovery-and-linking> (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 8 (eight) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Authorised Institution	FTE in academic institutions/ registered adult readers in public and other libraries	Address	IP addresses
I.	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.	LCC International University	616	Kretingos g. 36, LT-92307 Klaipėda, Lithuania	193.219.187.225-253 178.236.198.82 - 94
3.	Lithuanian Music and Theatre Academy	995	Tilto g. 16/6, LT-01101 Vilnius, Lithuania	193.219.48.128-192 193.219.139.213 81.7.95.155
4.	Mykolas Romeris University	6312	Ateities g. 20, LT-08303 Vilnius, Lithuania	193.219.57.* 193.219.57.125 (proxy) 83.171.16.128-255
5.	Vilnius Academy of Fine Arts	1483	Maironio g. 6, LT-01124 Vilnius, Lithuania	193.219.90.17 193.219.90.21 193.219.90.12 193.219.90.29 193.219.90.59 193.219.90.39 88.119.150.128 81.7.89.26 193.219.191.28/30 88.119.186.177 193.219.76.232 88.119.138.214 195.14.180.130 82.135.197.42
6.	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.*
7.	Vytautas Magnus University	9355	K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania	158.129.48-71.0-255 193.219.132.129-253 193.219.136.1-125 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-159 193.219.190.175-255 193.219.38.0-255 193.219.54.1-253 193.219.64.0-255

				193.219.65.176-190 193.219.79.0-255
8.	Martynas Mažvydas National Library of Lithuania	11392	Gedimino pr. 51, LT-01504 Vilnius, Lithuania	193.219.130.* 193.219.130.250 (Proxy)

12. Any of the IP addresses indicated in Item 11 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.

Digitally signed by EMILIJA
ANIONYTE
Date: 2020-06-01 10:37:51

