

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on 9 day of November, 2020

BETWEEN: NAXOS DIGITAL SERVICES LIMITED whose registered office is at Level 11, Cyberport1, 100 Cyberport Road, Hong Kong (the "Publisher").

AND THE LITHUANIAN RESEARCH LIBRARY CONSORTIUM whose registered office is at Gedimino Ave 51, LT-01109 Vilnius, Lithuania (the "Licensee").

RECITALS

WHEREAS the Publisher holds the rights granted under this Licence Agreement;

AND WHEREAS the Publisher has submitted the Tender and the Licensee has made the decision of the contract award on this Tender during the public procurement procedure for the services of subscription to the online research database *Naxos Music Library*;

AND WHEREAS the parties are desirous of reaching the agreement to make access to the Licensed Material available to the Authorised Users of the Authorised Institutions.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Licence Agreement, the following terms shall have the following meanings:

"Authorised Institution" means an Eligible Institution listed in Schedule 1.

"Authorised Users" means individuals who are authorised by an Authorised Institution to access the Authorised Institution's information services whether from a computer or terminal on the Authorised Institution's Secure Network, or off site via a modem link to a valid IP address on the Authorised Institution's Secure Network and who are affiliated to the Authorised Institution as a current student, faculty member or employee of the Authorised Institution. Persons who are not a current student, faculty member or an employee of the Authorised Institution, but who are permitted to access the Secure Network from computer terminals within the Library Premises (the "Walk-In Users") are also deemed to be the Authorised Users, only for the time they are within

the Library Premises. The Walk-In Users may not be given means to access the Licensed Material when they are not within the Library Premises.

- "Commercial Use" means the use of the Licensed Material for the purpose of monetary reward (whether by or for the Licensee, an Authorised Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither the recovery of direct cost by the Authorised Institutions from the Authorised Users, nor use by the Authorised Institutions or the Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
- "Educational Purposes" means the purposes of education, teaching, non-commercial distance learning, private study and/or research.
- "Fee" means the Fee set out in Clause 7.1. The Fee shall be in line with the Tender for the Services of Subscription to the Online Research Database *Naxos Music Library* (Schedule 1).
- "Licensed Material" means the material listed in Schedule 1.
- "Library Premises" means the physical premises of the library or libraries operated by an Authorised Institution as listed in Schedule 1.
- "Licensee" means the Lithuanian Research Library Consortium - the organisation that may enter on behalf of the Authorised Institutions into this Licence Agreement with the Publisher.
- "Secure Authentication" means access to the Licensed Material by Internet Protocol ("IP") ranges or by a username and password provided by the Licensee or by another means of authentication agreed between the Publisher and the Licensee.
- "Secure Network" means a network which is only accessible to the Authorised Users by Secure Authentication.
- "Schedule 1" means the Tender for the Services of Subscription to the Online Research Database *Naxos Music Library*, submitted on 07.10.2020.

- 1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

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- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LICENCE GRANT

- 2.1 In consideration for the Fee, the Publisher hereby grants to the Licensee a non-exclusive licence to access and use the Licensed Material and to allow the Authorised Users of the Authorised Institutions to access and use the Licensed Material on the terms and conditions set forth in this Licence Agreement. Access to the Licensed Materials listed in Schedule 1 hereto shall be initiated after coming into effect of the Licence Agreement.

3. PERMITTED USES

- 3.1 Throughout the term of this Licence Agreement, the Licensee and the Authorised Institutions may for the Educational Purposes only:

3.1.1 make such local temporary copies of all or part of the Licensed Material as are necessary to ensure the efficient use of the Licensed Material, provided that such use is subject to all terms and conditions of this Licence;

3.1.2 provide the Authorised Users with integrated access including the article author, article title and the keyword index to the Licensed Materials and all other similar material licensed from other publishers;

3.1.3 allow the Authorised Users to:

3.1.3.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.1.3.2 electronically save parts of the Licensed Material;

3.1.3.3 print out single copies of parts of the Licensed Material;

3.1.3.4 incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to the Authorised Users;

3.1.3.5 to incorporate parts of the Licensed Material in printed or electronic form in assignments, portfolios, theses and in dissertations, including reproductions of the dissertation (the "Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner;

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- 3.1.3.6 supply to an Authorised User of a non-commercial library located in the same country as the Licensee (whether by post, fax or secure electronic transmission, provided that the electronic file is deleted immediately after printing and the receiving library is made aware of this by the Authorised User) a single paper copy of an electronic original of an individual document;
- 3.1.3.7 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1.3.8 display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training the Authorised Users;
- 3.1.3.9 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, workshop or other such similar activity;
- 3.1.3.10 make such copies of any network training material as may be required for the purpose of using the Licensed Material in accordance with this Agreement.

4. RESTRICTIONS

- 4.1 Save as provided herein, the Licensee, Authorised Institutions and the Authorised Users throughout the period of validity of the Licence Agreement and after expiry of the Licence Agreement may not:
 - 4.1.1 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;
 - 4.1.2 remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear.
 - 4.1.3 alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is permitted;
 - 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by the Secure Network;
 - 4.1.5 make printed or electronic copies of multiple extracts of the Licensed Material for any purpose, beyond those authorised by this Licence;
 - 4.1.6 systematically distribute the whole or any part of the Licensed Material to anyone other than the Authorised Users;

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5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

- 5.1.1 provide access and allow the use of the Licensed Material in accordance with the provisions as laid down in this Licence Agreement;
- 5.1.2 make the Licensed Material available to the Authorised Institutions either from the Publisher's server or the server of a third party in the format and time schedule specified in Schedule 1;
- 5.1.3 provide customer support services to the Authorised Institutions and their Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material;
- 5.1.4 provide electronic product documentation free of charge. The Publisher shall allow the copies of all documentation to be made and distributed to the Authorised Institutions provided that it is either duplicated in full, or a proper ownership acknowledgement is included;
- 5.1.5 make available to the Licensee the COUNTER-compliant usage statistics on at least a quarterly basis;
- 5.1.6 inform the Licensee from time to time of the dark archives that the Publisher uses for archiving the Licensed Material in the event of a force majeure or if the Publisher ceases to exist.

6. RESPONSIBILITIES OF THE LICENSEE

6.1 The Licensee agrees to:

- 6.1.1 use all reasonable efforts to ensure that the Authorised Institutions are made aware of the terms of this Licence Agreement;
- 6.1.2 use all reasonable efforts to ensure that the Authorised Institutions and the Authorised Users comply with the terms of this Licence Agreement. After becoming aware of any unauthorised use or other breach, the Licensee shall immediately notify the Publisher and take all reasonable steps to ensure that such activity ceases and to prevent its recurrence;
- 6.1.3 provide or shall cause the Authorised Institutions to provide the Publisher with the lists of the valid IP addresses and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time;
- 6.1.4 cause for the Authorised Institutions to undertake to the Publisher that the Authorised Institution's computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall



inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence Agreement, the Authorised Institutions will continue to make best efforts to bar non-permitted access and to convey the appropriate use information to its Authorised Users.

7. FEE

7.1 The Licensee shall pay the Publisher the Fee of **41,280.00 EUR** VAT inclusive, for access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Licence Agreement. This amount includes all costs and all taxes, as well as the VAT which is equal 0 EUR. The VAT rate is 0 % .

7.2 The Licensee shall pay the Fee within 60 days from the date of the invoice issued by the Publisher to the Licensee. The Publisher will invoice the Licensee with one invoice in the maximum amount and for the period indicated below:

7.2.1. **Instalment 1 – from 1 January 2021 till 31 December 2021 – 41,280.00 EUR.**

7.3 The Publisher will invoice the Licensee in the amount payable and due at the address as set out below:

Lithuanian Research Library Consortium
Gedimino Ave 51,
LT-01190 Vilnius,
Lithuania.

7.4 The Publisher shall issue an electronic invoice to the Licensee via www.esaskaita.eu if such possibility is available in English. The Publisher shall pay all relevant fees for submitting the electronic invoices.

7.5 If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the Licensee has notified the Publisher about the lost access), the Publisher shall pay the Licensee a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Publisher. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the Licensee or any Authorised Institution or Authorised User.

7.6 A member of the Licensee's consortium may opt out of this 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 the Licensee's consortium opts out of this Agreement, such consortium member's Fee will be deducted from the invoice for the year in which such opting out is to be effective.

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8. TERM AND TERMINATION

- 8.1 The term of this Licence Agreement will commence on **1 January 2021** and will remain in full force and effect **till 31 December 2021** unless terminated earlier as provided for in this Clause 8.
- 8.2 Any party may terminate this Licence Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Licence Agreement by serving a written notice to the other party identifying the nature of the breach. The termination will become effective thirty days after the receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by a written notice to the other party.
- 8.3 Upon termination of this Licence Agreement by the Publisher due to a material or persistent breach by the Licensee, the Publisher shall cease to authorise all on-line access to the Licensed Materials by the Authorised Institutions and the Authorised Users. All rights under this Licence Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continues in force after such termination.
- 8.4 Upon termination of this Licence Agreement by the Licensee due to a material or persistent breach by the Publisher, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.
- 8.5 Upon termination of this Licence Agreement, the Publisher shall provide the Authorised Institutions and their Authorised Users with access to the full text of the Licensed Material, which was published and paid for during the term of this Licence Agreement, either by continuing online access via the Publishers' server or by supplying the electronic files in a medium and format mutually agreed between the parties to the Authorised Institutions without any charge. Continuing archival access is subject to the terms and conditions of use set forth in this Licence Agreement.
- 8.6 The Licensee may terminate this Licence Agreement:
- 8.6.1 in the case of loss of funding or merger or closure of any Authorised Institution by serving a written notice to the other party. The termination will become effective thirty days after the receipt of the written notice unless later term has been specified in the notice. In this case, the Licensee shall pay only for the access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Licence Agreement;
- 8.6.2 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);



8.6.3 if the License Agreement has been subject to a substantial modification as prescribed in clause 15.1.1 and 15.1.2 of the License Agreement.

8.6.4 in the case of merger or closure of any Authorised Institution or Institutions.

8.7 Upon termination of this Licence Agreement according to clause 8.6, the Publisher shall reimburse to the Licensee a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

9.1 The Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the Licensed Material, are the property of the Publisher or duly licensed to the Publisher and that this Licence Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Licence Agreement.

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

10.1 The Publisher warrants to the Licensee that it is entitled to grant the licence under this Licence Agreement and that the use of the Licensed Material as contemplated in this Licence Agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Licensee and the Authorised Institutions shall have no liability and the Publisher shall indemnify, defend and hold the Licensee and the Authorised Institutions harmless against any and all direct damages, liabilities, claims, causes of action, attorneys' fees and costs incurred by the Licensee or the Authorised Institutions in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Licensee's and the Authorised Institution's use of the Licensed Material, provided that: (1) the use of the Licensed Material has been in full compliance with the terms and conditions of this Licence Agreement; (2) the Licensee and the Authorised Institution(s) provide the Publisher with a prompt notice of any such claim or threat of claim; (3) the Licensee and the Authorised Institutions co-operate fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

10.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of the parts of the Licensed Material and to make changes in any software used to make the Licensed Material available. The Publisher shall notify the Licensee of any change in the Licensed Material. The changes should not be substantial.

10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts

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no liability for loss suffered or incurred by the Authorised Institutions or Authorised Users as a result of their reliance on the Licensed Material.

- 10.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 10.5 The Licensee agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence Agreement.
- 10.6 Nothing in this Licence Agreement shall make the Licensee liable for breach of the terms of this Licence Agreement by any Authorised Institution or Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

11. FORCE MAJEURE

- 11.1 Either party's failure to perform any term or condition of this Licence Agreement as the result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Licence Agreement.
- 11.2 If either party to this Licence Agreement is prevented from or delayed in performing any of its obligations under this Licence Agreement by Force Majeure and if such party gives a written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. ASSIGNMENT

- 12.1 Save as permitted under this Licence Agreement, neither this Licence Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party, and such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence Agreement and agrees to be bound to all the terms of this Licence Agreement.



13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Licence Agreement shall be governed by and construed in accordance with Lithuanian law and the parties irrevocably agree that any dispute arising out of or in connection with this Licence Agreement will be subject to and within the jurisdiction of the Lithuanian courts.
- 13.2 The parties agree to use best efforts to resolve disputes in an informal manner. Where the parties agree that a dispute arising out or in connection with this Licence Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 13.3 Any person to whom a reference is made under Clause 13.2 shall act as an expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

14. NOTICES

- 14.1 All notices required to be given under this Licence Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to the Licensee:

Lithuanian Research Library Consortium
Gedimino Ave. 51,
LT-01109 Vilnius, Lithuania
tel./fax +370

if to the Publisher:

Naxos Digital Services Limited
Sales and Marketing Manager
Level 11, Cyberport 1, 100 Cyberport Road,
Hong Kong

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D/S

phone +852

fax +852

@Naxos.com

- 14.2 During the validity period of the Licence Agreement, a contact person on the issues of the Licensed Materials, online access and databases administration:

of the Licensee shall be:

, Manager of Databases:
E-mail: ; phone: +370
Lithuanian Research Library Consortium
Gedimino Ave. 51
LT-01109 Vilnius
Lithuania

of the Publisher shall be:

Naxos Digital Services Limited
Sales and Marketing Manager
Level 11, Cyberport 1, 100 Cyberport Road,
Hong Kong
phone +852
fax +852

15. GENERAL

- 15.1 This Licence Agreement and its Schedule constitute the entire agreement between the parties relating to the Licenced Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing. 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.

15.1.1 The modifications to this License Agreement and to the Schedules thereof may not exceed 10 % of the initial value of the License Agreement and may not be substantial.

15.1.2 The modification of the License Agreement during its term shall be considered to be substantial within the meaning of clause 15.1.1, where it renders the Licence Agreement materially different in character from the one initially concluded. In any event, the modification shall be considered to be substantial where one or more of the following conditions are met:

15.1.2.1 the modification introduces new conditions which, had they been part of the initial procurement procedure, would have allowed for the admission of other candidates than those initially selected or for the acceptance of a

tender other than that originally accepted or would have attracted additional participants in the procurement procedure;

- 15.1.2.2 the modification changes the economic balance of the License Agreement in favour of the contractor in a manner which was not provided for in the initial Licence Agreement;
 - 15.1.2.3 the modification extends the scope of the License Agreement considerably;
 - 15.1.2.4 where a new contractor replaces the one to which the Consortium had initially awarded the contract in other cases than stated in this License Agreement or because of reorganization, restructuring, winding up or bankruptcy procedure or transfer of rights to another publisher.
- 15.2 The Schedule shall have the same force and effect as if expressly set in the body of this Licence Agreement and any reference to this Licence Agreement shall include the Schedule.
 - 15.3 No provision in this Licence Agreement is intended to be enforceable by a person who is not a party to this Licence Agreement
 - 15.4 The invalidity or unenforceability of any provision of this Licence Agreement shall not affect the continuation in force of the remainder of this Licence Agreement.
 - 15.5 The rights of the parties arising under this Licence Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Licence Agreement or of any breach of this Licence Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
 - 15.6 This Licence Agreement and its Schedule are made in two copies all of them having equal legal force and effect, one copy for each party.
 - 15.7. The Publisher shall undertake to the Licensee to inform the latter about changes in the sub-suppliers names, contact information and their representatives throughout the entire period of performing the Licence Agreement as well as about new sub-suppliers whom he intends to invoke at a later date. If the requirements on the absence of the grounds for eliminating the Supplier or the Suppliers' qualification requirements were applied to the sub-supplier, together with the information about new sub-suppliers the documents confirming the absence of the grounds for eliminating the sub-supplier shall be submitted.
 - 15.8 In case of contradiction between the Agreement and Schedules, Schedule 1 (The Tender for the Services of Subscription to the Online Database *Naxos Music Library*) shall prevail.



15.9 The Publisher shall ensure proper compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The Publisher shall use, store or otherwise process any personal information which relates to and/or identifies the Licensee and/or the Authorised Users (including, but not limited to, names and addresses) only to the extent reasonably necessary for the Publisher, its partners, successors (including the purchaser of the whole or part of its business), associates, sub-contractors or other third parties to make available and/or to provide the Licensed Materials to the Licensee and/or to the Authorised Users and only for the time of the provision of services.

PUBLISHER

Naxos Digital Services Limited
Level 11, Cyberport 1, 100 Cyberport Road,
Hong Kong
phone +852 2993 5649
fax +852 2760 1962

LICENSEE

Lithuanian Research Library Consortium
Gedimino Ave. 51,
LT-01109 Vilnius, Lithuania
tel./fax +370 5 239 8684
lmba@lmb.lt

Signed by: _____
(signature)

Managing Director

Signed by: _____
(signature)

President

(Schedule 1)

Tender For Services of Subscription to the Online Database

NAXOS MUSIC LIBRARY

(only Annex 1 and Annex 2)

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ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
DATABASE NAXOS MUSIC LIBRARY**

7TH OCTOBER 2020

(Date)

Hong Kong

(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>	Naxos Digital Services Limited
The name, surname and position of the person responsible for the availability of the access	Sales and Marketing Manager
Phone	+852
E-mail	

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

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

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1	The services of subscription to the online database <i>Naxos Music Library</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2021 till 31 December 2021	41,280 EUR	41,280 EUR
TOTAL:		41,280 EUR	41,280 EUR

Total price of the Tender, VAT inclusive – 41,280 EUR..... EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal.....0..... EUR.

The VAT rate is0..... %.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term: – from 1 January 2021 till 31 December 2021 –41,280.... EUR (VAT inclusive)

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

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

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

7. The following documents are enclosed to the Tender:

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

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	25
2	The Declaration of Oath	2

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.

 Sales and Marketing Manager, Naxos Digital Services Limited
 (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

SERVICES OF SUBSCRIPTION TO THE ONLINE DATABASE *NAXOS MUSIC LIBRARY*

I. Background Information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the "LMBA" or the "Contracting Authority") wishes to procure the online access to the Licensed Materials of the online database *Naxos Music Library* for the authorized sites of the LMBA authorized institutions listed in Part III *Authorized Institutions* herein.
2. During the validity period of the License Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, online access and databases administration shall be Ms. _____, LMBA Manager of Databases:
E-mail: _____
Tel.: +370 _____
Address: _____
Lithuanian Research Library Consortium
Gedimino Ave. 51,
LT-01109 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the online access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied into the License Agreement. Contact information of other persons responsible for technical solutions, statistical data and administration may be sent at the e-mail address indicated herein above.

II. Requirements for the scope of services

4. The authorized sites of the LMBA authorized institutions shall have access to the following Licensed Materials of *Naxos Music Library*:
 - Music records' genres: Classical Music, Contemporary Jazz, Jazz/Folk/Blues Legends, Nostalgia, World, Contemporary Instrumental, Chinese Music, Pop and Rock, Gospel Legends.
 - Libretti and synopses of operas.
 - Composers and artists biographies.
 - Pronunciation guide for composer and artist names.
 - Music notes, cover artworks, tracklists, instrumentation and publisher information.
 - Glossary to musical terms and work analyses.
5. The number of concurrent users (including remote users):
 - 5.1. Total number of concurrent users:

No. of concurrent users	No. of institutions
3 concurrent users	56
6 concurrent users	15

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5.2. Number of concurrent users per institution listed in Item 9.

6. The authorized sites of the LMBA authorized institutions, set forth in Part III herein, shall have the online access to the Licensed Materials of *Naxos Music Library* from 1 January 2021 till 31 December 2021, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any 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 database *Naxos Music Library* 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 the Licensed Materials in KBART format.

III. Authorized Institutions

10. The online access, including the remote access by the Authorized Users, to the Licensed Materials of *Naxos Music Library* shall be given to Authorized 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 71 (seventy one) Authorized Institutions – members of the LMBA set forth in the below Table:

	SUBSCRIBER NAME	No. of concurrent users	Address	IP addresses
1	Martynas Mazvydas National Library of Lithuania	6	Gedimino Ave. 51, LT-01109, Vilnius, Lithuania	
2	Adomas Mickevicius Vilnius County Public Library	6	Trakų str. 10, LT-01132 Vilnius, Lithuania	
3	Kaunas County Public Library	6	Rodastų str. 2, LT-44164 Kaunas, Lithuania	
4	Povilas Visinskis Šiauliai County Public Library	6	Aušros sq. 62, LT-76235 Šiauliai, Lithuania	

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5	Gabriele Petkevičaitė-Bite Panevezys County Public Library	6	Respublikos str. 14, LT-35184 Panevėžys, Lithuania
6	Ieva Simonaitė Klaipėda County Public Library	6	H. Manto str. 25, LT-92234 Klaipėda, Lithuania
7	Public Library of Akmenė District	3	V. Kudirkos str. 9, LT-85165 Naujoji Akmenė, Lithuania
8	Motiejus Valančius Public Library of Kretinga District	6	Vilniaus str. 8, LT-97108 Kretinga, Lithuania
9	Public Library of Kupiškis	3	Krantinės str. 24, LT-40117 Kupiškis, Lithuania
10	Public Library Lazdijai District	3	Seinų str. 1, LT-67113 Lazdijai, Lithuania

11	Petras Kriauciunas Public Library of Marijampole	3	Vytauto str. 20, LT-68298 Marijampolė, Lithuania	
12	The Municipal Public Library of the Mazeikiai Region	3	Laisvės str.31, LT-89225 Mažeikiai, Lithuania	

13	Public Library of Moletai District		Inturkės str. 4, LT-33001 Molėtai, Lithuania	
		3		
14	Viktoras Miliūnas Public Library of Neringa Municipality		Pamario str. 53, LT-93124 Neringa, Lithuania	
		3		
15	Public Library of Pagėgiai		Jaunimo str.3, LT-99287 Pagėgiai, Lithuania	
		3		
16	Juozas Paukštėlis Public Library of Pakruojis District		Vytauto Didžiojo str. 41, LT-83156 Pakruojis, Lithuania	
		3		
17	Public Library of Palanga		Vytauto str. 61, LT-00134 Palanga, Lithuania	
		3		

18	Panevezys City Municipal Public Library	3	Aukštaičių str. 4, LT-36209 Panevezys, Lithuania
19	Public Library of Panevezys District	3	Beržų str. 50, LT-36145 Panevezys, Lithuania

20	Marius Katiliskis Public Library of Pasvalys	3	Vytauto Didžiojo sq. 7 LT-39149 Pasvalys, Lithuania
21	Public Library of Plunge District	3	Parko str.7, LT-90122 Plungė, Lithuania

22	Justinas Marcinkevicius Prienai Public Library	6	Kauno str. 2B, LT-59147 Prienai, Lithuania	
23	Public Library of Radviliškis District	3	S. Dariaus ir S. Girėno g. 9, LT-82137 Radviliškis, Lithuania	

24	Marcelijus Martinaitis Public Library of Raseiniai	3	Vytauto Didžiojo str. 1, LT-60149 Raseiniai, Lithuania
25	Public Library of Rietavas	3	Plungės str. 19, LT- 90313 Rietavas, Lithuania

26	Public Library of Rokiskis District	3	Nepriklausomybės sq. 16, LT-42117 Rokiškis, Lithuania
27	Public Library of Skuodas District	3	Birutės str. 8, LT-98116 Skuodas, Lithuania

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28	Public Library of Sakiai District	3	Gimnazijos str. 1, LT-71115 Šakiai, Lithuania
29	Public Library of Salcininkai	3	Vilniaus str. 48, LT-17116 Šalčininkai, Lithuania
30	Šiauliai City Municipality Public Library	3	K. Korsako str. 10, LT-78359, Šiauliai, Lithuania

31	Public Library of Šiauliai District	3	Aušros Ave. 21, LT-76299 Šiauliai, Lithuania
32	Public Library of Šilalė District Municipality	3	J. Basanavičiaus str. 15, LT-75135 Šilalė, Lithuania
33	Fridrichas Bajoraitis Public Library of Šilutė District	3	Tilžės str. 10, LT-99172, Šilutė, Lithuania
34	Širvintos District Council Public Library	3	I. Šeinius str. 4, LT-19121 Širvintos, Lithuania

35	Svencionys District Municipality Public Library	3	Vilniaus str. 2/1, LT-18123, Švenčionys, Lithuania
36	Birute Baltrusaityte Taurage Municipality Public Library	3	Respublikos str. 3, LT-72252 Tauragė, Lithuania

37	Karolina Praniauskaitė Public Library of Telsiai	3	Respublikos str.18, LT-87333 Telsiai, Lithuania
38	Public Library of Trakai District	6	Vytauto str. 69, LT-21110 Trakai, Lithuania



39	Vladas Slaitas Public Library of Ukmerge District	6	Vytauto str. 30/2, LT-20107 Ukmerge, Lithuania
40	Utena A. and M. Miskiniai Public Library	3	Maironio str. 12, LT-28143, Utena, Lithuania
41	Public Library of Varena District Municipality	3	Vytauto str. 19, LT-65189 Varėna, Lithuania

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42	Vilkaviskis District Municipality Public Library	3	Sodų str. 1, LT-70141 Vilkaviškis, Lithuania
43	Vilnius City Library	3	Žirmūnų str. 6, LT-09214 Vilnius, Lithuania

44	Vilnius District Municipality Public Library	3	Vilniaus str. 2, LT-13246 Rudamina, Lithuania
45	Public Library of Visaginas	3	Talkos Ave. 52, LT-31203 Visaginas, Lithuania
46	Zarasai District Municipality Public Library	3	D. Bukonto str. 20/1, LT-32132 Zarasai, Lithuania

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47	Jurgis Kuncinas Public Library of Alytus	3	Seirijų str. 2, LT-62114 Alytus, Lithuania
48	Alytus District Municipality Public Library	3	Naujoji str. 48, LT-62381, Alytus, Lithuania
49	Anyksciai District Municipality Public Library	3	Vyskupo sq. 1, LT-29145 Anykščiai, Lithuania
50	Birštonas Public Library	3	S. Dariaus ir S. Girėno str. 12, LT-59212 Birštonas, Lithuania

51	Biržai District Municipality Jurgis Bielinis Public Library	3	J. Radvilos str. 3, LT-41175 Biržai, Lithuania
52	Druskininkai Municipality Public Library	3	V. Kudirkos str.. 13, LT-66002, Druskininkai, Lithuania
53	Public Library of Elektrėnai Municipality	3	Draugystės g. 2, LT-26110 Elektrėnai, Lithuania

54	Ignalina District Municipality Public Library	3	Atgimimo str. 20/1, LT-30113 Ignalina, Lithuania
55	Public Library of Jonava District	6	Žeimių str. 9, LT-55158 Jonava, Lithuania
56	Jonas Avyžlus Public Library of Joniškis District Municipality	3	Vilniaus str. 3, LT- 84147 Joniškis, Lithuania

57	Public Library of Jurbarkas District	3	Vilniaus str. 4, 74127 Jurbarkas, Lithuania
58	Public Library of Kaišiadorys	3	Gedimino str. 69, LT- 56124, Kaišiadorys, Lithuania
59	Public Library of Kalvarija Municipality	3	Laisvės g. 2, LT-69214 Kalvarija, Lithuania

60	Kaunas Region Municipal Public Library	6	Vytauto str. 21, LT-53264 Garliava, Kauno raj., Lithuania	
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61	Kaunas Municipal Vincas Kudirka Public Library	6	Laisvės sq. 57, LT-44305 Kaunas, Lithuania
62	Public Library of Kazlu Ruda	3	Vytauto str. 21, LT-69415 Kazlų Rūda, Lithuania
63	Mikalojus Dauksa Public Library of Kedainiai District	3	Didžiosios Rinkos sq. 11, LT-57248 Kedainiai, Lithuania
64	Zemaites Public Library of Kelme district municipality	3	Vytauto Didžiojo str. 73, LT-86136 Kelmė, Lithuania
65	Public Library of Klaipėda Municipality	3	Turgaus str. 8, LT-91247 Klaipėda, Lithuania

66	Jonas Lankutis Public Library of Klaipeda District	3	Klaipėdos str. 15, LT-96135 Gargždai, Lithuania
67	Library of Kaunas University of Technology	3	K. Donelaičio str. 20, LT-44239 Kaunas, Lithuania
68	Library of Vytautas Magnus University	6	K. Donelaičio str. 52, LT-44244 Kaunas, Lithuania
69	Library of Vilniaus Kolegija / University of Applied Sciences	3	J. Jasinskio str. 15, LT-01111 Vilnius, Lithuania

70	Lithuanian Academy of Music and Theatre	6	Tilto str. 16/6, LT-01101 Vilnius, Lithuania
71	LCC International University	3	Kretingos str. 36, LT-92307 Klaipėda, Lithuania

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 Authorized Institutions shall be entered into the License Agreement.

