

**AZ AMERICAN CHEMICAL SOCIETY  
JOURNALS ADATBÁZISHOZ VALÓ HOZZÁFÉRÉSRE  
IRÁNYULÓ SZOLGÁLTATÁSI SZERZŐDÉS**

**SERVICE AND SUPPLY CONTRACT FOR  
AMERICAN CHEMICAL SOCIETY JOURNALS  
COLLECTION**

A jelen megállapodás létrejött a

This agreement is entered between the

**Magyar Tudományos Akadémia Könyvtár és  
Információs Központ**

**Library and Information Centre of the Hungarian  
Academy of Sciences**

(továbbiakban: Előfizető)

(hereinafter referred to as Subscriber),

székhelye: 1051 Budapest, Arany János u. 1.

seated at 1. Arany János u. Budapest, 1051

Adószám: HU15300289

Tax number: HU15300289

Bankszámlaszám: 10032000-00322946-00000000

Bank Account No.: 10032000-00322946-00000000

IBAN: HU45 1003 2000 0032 2946 0000 0000

IBAN: HU45 1003 2000 0032 2946 0000 0000

képviseli: Dr. Monok István főigazgató

represented by Dr. István Monok General Director

és

and

**az American Chemical Society**

**American Chemical Society**

(a továbbiakban: Szolgáltató)

(hereinafter referred to as Supplier)

székhelye: 1155 Sixteenth Street, NW Washington, DC  
20036

seated at: 1155 Sixteenth Street, NW Washington, DC  
20036

adószám: 53-0196572

Tax number: 53-0196572

képviseli: Eric S. Slater

represented by: Eric S. Slater

között a közbeszerzésekről szóló 2015. évi CXI.III.  
törvény (a továbbiakban: Kbt.) Második Része szerinti,  
hirdetmény nélküli tárgyalásos közbeszerzési eljárás  
eredményeként.

according to the tender of a negotiated procedure without  
prior publication of a contract notice in the case of Act  
CXLI of 2015 on Public Procurement Chapter Two.

**PREAMBULUM**

**PREAMBLE**

Az Elektronikus Információszolgáltatás Nemzeti Program finanszírozásával és működtetésével kapcsolatos feladatokról szóló 1079/2012. (III. 28.) Korm. határozatban a Kormány felkérte a Magyar Tudományos Akadémiát (a továbbiakban: MTA), hogy az irányítása alatt álló köztestületi költségvetési szerv, az MTA Könyvtár és Információs Központ közreműködésével lássa el az Elektronikus Információszolgáltatás Nemzeti Program működtetésével kapcsolatos feladatokat. Jelen szerződés megkötésére az Elektronikus Információszolgáltatás Nemzeti Program keretében kerül sor a résztvevő tagintézmények, mint előfizetői kör nevében és javára.

The Government indicated the Hungarian Academy of Sciences (hereinafter MTA) in Government Decision 1079/2012. (III. 28.) on financing and operation of related tasks of the Electronic Information Service National Programme to attend the operation of related tasks of the Electronic Information Service National Programme under the control of his public bodies corporate budget, with the involvement of the Library and Information Centre of the Hungarian Academy of Sciences. This agreement is entered by the Electronic Information Service National Programme in the name and on behalf of the consortium member institutions.

## ÉRTELMEZŐ RENDELKEZÉSEK

### Előfizető intézmény

Előfizető intézmény az a 2. számú mellékletben szereplő magyarországi vagy határainkon túli magyar közintézmény, nonprofit intézmény és egyházi intézmény, amely a Jogi keretmegállapodás aláírásával csatlakozott az EISZ Nemzeti Programhoz.

### Jogosult felhasználó

Jogosult felhasználók a jelen megállapodás 2. számú mellékletében felsorolt felsőoktatási intézményekben tanuló diákok, a teljes vagy részmunkaidőben, munkaviszonyban, vagy munkavégzésre irányuló egyéb jogviszonyban foglalkoztatott egyetemi oktatók, dolgozók és kutatók. Jogosult felhasználók a nem felsőoktatási előfizető intézmények esetében a könyvtárba beiratkozott vagy napijeggyel rendelkező olvasók, akik az Előfizető Intézmény telephelyén található számítógépes munkaállomáson vagy más eszközökön Wifi használatával férnek hozzá az Előfizetett Termékekhez.

### Napijegy olvasó

Jogosult felhasználó továbbá az Előfizető Intézmény telephelyén érvényes ideiglenes olvasójeggyel (napijeggyel) rendelkező olvasó.

### Biztonságos hálózat

Hálózat vagy virtuális hálózat, amely kizárólag a Jogosult Felhasználók által vehető igénybe meghatározott Internet Protocol (IP) tartományokon belül vagy az Előfizető Intézmények által biztosított felhasználónevekkel és jelszavakkal vagy a Magyar EduID Federáció által biztosított Shibboleth azonosításon keresztül. Bejelentkezési nevek, jelszavak, hitelesítési kódok kiadása, vagy egyéb módon távoli hozzáférés biztosítása az Előfizetett Termékekhez. Napijegy olvasók részére nem megengedett.

### Magyar EduID Federáció

Az EduID egy SAML2 szabványon alapuló, elosztott felhasználó-azonosítási szolgáltatás, melynek fő résztvevői a magyar felsőoktatási, akadémiai, és közgyűjteményi szektor intézményei, valamint a tartalomszolgáltatók.

### Előfizetett termék

Jelen szerződés 1. számú mellékletében meghatározott elektronikus tudományos tartalom.

## DEFINITIONS

### Consortium Member Institution

Consortium member institutions, namely Hungarian public institutions, not-for-profit institutions and church institutions located in Hungary or crossborders of Hungary, joined the EISZ National Programme by concluding the Legal Frame Agreement, as listed in Appendix 2.

### Authorized User

Authorized users at the higher education institutions are the officially-registered students, staff either employed part time or full time, and researchers and other staff of a Consortium Member Institution identified in the Subscriber's sites listed in Appendix 2. Authorized users at the other types of consortium member institutions are the registered users and individuals using computer terminals or other devices using Wifi transmission on-site at the Authorized User Institutions permitted by the Subscriber to access the Subscribed Products.

### Walk-in-User

Authorized Users also include individual, non-registered members of the public while they are physically on the premises of the Consortium Member Institutions.

### Secure Network

A network or virtual network which is only accessible to Authorized Users by Internet Protocol (IP) ranges or by username and password provided by the Institution or by Shibboleth-authentication mechanism provided by the Hungarian EduID Federation. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products to Walk-in Users is not permitted.

### Hungarian EduID Federation

Hungarian Research and Educational Federation (HREF) is a SAML2-based Identity Federation of Hungarian higher education and research institutions, public collections and other content providers.

### Subscribed Product

Electronic scientific content defined in Appendix 1 of the present agreement.

## I. A SZERZŐDÉS TÁRGYA

**I.1.** A jelen szerződés célja, hogy előfizetést és hozzáférést biztosítson a Szolgáltató elektronikus adatbázisához (meghatározás az 1. számú Mellékletben) az Előfizető intézmények számára.

**I.2.** A Közbeszerzési Eljárás során keletkezett dokumentumok a jelen szerződéssel együttesen értelmezendők, és alkalmazandók függetlenül attól, hogy azok fizikai értelemben a jelen szerződés mellékletét alkotják-e. A Közbeszerzési eljárás során keletkezett

- a Szolgáltató ajánlata;
- a Kbt. 3. § 21. pontja szerinti közbeszerzési dokumentumok.

**I.3.** Feltek a Ptk. 6:63. § (5) bekezdésében foglaltaktól eltérően kijelentik, hogy a közöttük létrejött megállapodás kizárólag a jelen szerződésben foglaltakra, a Közbeszerzési eljárás során keletkezett dokumentumokban foglaltakra, valamint adott esetben Szolgáltató licenc szerződésében foglaltakra terjed ki, annak nem képezi részét a Felek között korábban kialakult szokás, gyakorlat, illetve a jelen szerződés tárgya szerinti üzletágban a hasonló jellegű szerződés alanyai által széles körben ismert és rendszeresen alkalmazott szokás.

Felek kifejezetten megállapodnak abban, hogy amennyiben Szolgáltató licenc-szerződést kíván alkalmazni a jelen szerződés teljesítésével összefüggésben, úgy a licenc szerződése, kizárólag annyiban képezi a Felek közti megállapodás tárgyát, amennyiben az nem ellentétes a jelen szerződés bármely rendelkezésével.

**I.4.** Szolgáltató jelen szerződés keretében biztosítja Előfizető számára annak nem átruházható és nem kizárólagos jogát, hogy az Előfizetett terméket igénybe vegye, és ezen Előfizetett Termékhez való hozzáférést biztosítsa Előfizető intézmények számára.

Felek megállapodnak, és az Előfizető kifejezetten tudomásul veszi, hogy a Szolgáltató által jelen szerződés alapján biztosított hozzáférési jogok hatálya, minden ellenkező értelmű rendelkezés ellenére sem terjed ki a szöveg- és adatbányászat (TDM) céljából történő hozzáférésre. Jelen szerződés alapján a szöveg- és adatbányászat célú hozzáférés nem minősül jogos

## I. SUBJECT OF THE CONTRACT

**I.1.** The purpose of this contract is the subscription and access to electronic database (defined in Appendix 1.) of the Supplier for Consortium Member Institutions.

**I.2.** All documents created in the course of this Public Procurement Procedure shall be construed jointly with this Agreement, and shall be applicable irrespective of being attached as an Appendix to this Agreement or not. These documents are:

- tender of Supplier;
- public procurement documents pursuant to PPA § 3 (21).

**I.3.** Parties state by derogation of CC § 6:63 (5) that their agreement shall exclusively include the provisions of this Agreement, the documents of this Public Procurement Procedure, and Supplier's Licence Agreement if applicable; it shall not include any formerly established custom, usage or practice between the Parties, nor shall it include any established practice or custom which would be considered generally applicable and widely known in the given sector by parties to similar contracts.

Parties expressly agree that if Supplier intends to apply a licence agreement relating to the performance of this contract, then such licence agreement, may be considered as subject of the present agreement between the parties as long as it is not contrary to any of the provisions of this Agreement.

**I.4.** Supplier grants to the Subscriber within this Agreement the non-exclusive, non-transferable right to access and use the Subscribed Products and provides access to its Consortium Member Institutions in relation to the Subscribed Products subject to the terms and conditions of this Agreement.

The Parties agree and the Subscriber expressly understands that the scope of the rights of access being granted by the Supplier hereunder does not include access for purposes of performing Text and Data Mining (TDM), notwithstanding anything to the contrary. For the avoidance of doubt, access for TDM does not constitute legitimate access hereunder. Should an Authorized User

használatnak. Amennyiben az Előfizető egy Jogosult Felhasználója szöveg- és adatbányászatot kíván végezni, a Jogosult Felhasználónak fel kell vennie a kapcsolatot a Szolgáltatóval, és a Szolgáltató a szöveg- és adatbányászatot külön megállapodás alapján projektenként engedélyezi, amennyiben az kizárólag belső, nem kereskedelmi kutatási irányú és nem ellenkezik az az ACS szabályzataival.

Az Előfizető köteles Szolgáltatót haladéktalanul értesíteni a Jogosult Előfizető intézmények számában és/vagy összetételében bekövetkezett bármely jelentős vagy nem jelentős változásról.

### I.5. Kapcsolattartás

Az Előfizető fő kapcsolattartója:

név: Gaálné Kalydy Dóra, általános főigazgató-helyettes  
tel. +36-1-4116292  
e-mail: [kalydy.dora@konvyvtar.mta.hu](mailto:kalydy.dora@konvyvtar.mta.hu)

A Szolgáltató fő kapcsolattartója a következő:

Név: Madeleine Eve  
Tel. +48 662 799 767  
e-mail: [meve@acs-i.org](mailto:meve@acs-i.org)

A vevőszolgálati kapcsolattartó:

Név: ACS Pubs Assist  
Tel. +1 (614) 447-3674  
e-mail: [acs\\_pubs\\_assist@acs.org](mailto:acs_pubs_assist@acs.org)

## II. A SZERZŐDÉS IDŐBELI HATÁLYA

**II.1.** Jelen Megállapodás az aláírás napjától 2024. év december hónap 31. napjáig terjedő időszakra érvényes, és az előfizetett termék teljes és naprakész hozzáférése vonatkozik a 2024. év tekintetében. A határozott idő lejártát megelőzően a jelen Szerződés rendes felmondással nem szüntethető meg.

**II.2.** Rendkívüli felmondással szüntethető meg a szerződés, amennyiben a másik fél a jogviszonyból származó lényeges kötelezettségét szándékosan vagy súlyos gondatlansággal jelentős mértékben megszegi.

Ilyen súlyos szerződésszegések lehetnek az alábbiak:

- Felek valamelyike ellen csőd-, vagy felszámolási eljárás indult, vagy egyébként fizetéképtelenné vált, kivéve, ha jogszabály ettől eltérően rendelkezik;

of Subscriber desire to perform TDM, the Authorized User must contact Supplier, and Supplier will allow for TDM on a project by project basis solely for internal, non-commercial research purposes, but subject to ACS policies and under a separate agreement.

The Subscriber shall promptly notify Supplier of any significant or not significant changes and/or composition in the number of Consortium Member Institutions.

### I.5. Communication

Subscriber's main contact person is as follows:

name: Dóra Gaálné Kalydy, deputy director general  
tel. +36 1 411 6325  
e-mail: [kalydy.dora@konvyvtar.mta.hu](mailto:kalydy.dora@konvyvtar.mta.hu)

Supplier's primary contact is as follows:

Name: Madeleine Eve  
Tel. +48 662 799 767  
e-mail: [meve@acs-i.org](mailto:meve@acs-i.org)

Contact person at Customer Service:

Name: ACS Pubs Assist  
Tel. +1 (614) 447-3674  
e-mail: [acs\\_pubs\\_assist@acs.org](mailto:acs_pubs_assist@acs.org)

## II. DURATION OF CONTRACT

**II.1.** The term of this Agreement shall commence on the date of signature of this Agreement until 31, December 2024 and regards the access to the complete and updated content of subscribed products in year 2024. The Agreement shall not be terminated by ordinary notice prior to the expiry of a limited period defined hereunder.

**II.2.** The other Party may terminate the contract with instant termination in case of any material breach with malice or gross negligence.

Material breaches of the contract are especially the followings:

- in case of bankruptcy, liquidation or insolvency of any of the Parties— except for cases specified by related law;

- Előfizető írásbeli felszólítás ellenére sem fizeti meg az előfizetési díjat, annak esedékességét követő 90 napon belül;
- Szolgáltató 30 napon túl nem képes folyamatos szolgáltatást nyújtani.
- in case of defaulting on subscription fees by Subscriber within 90 days subsequent to due payment date despite of any notice in writing;
- in case of 30 days long insufficient service of the Supplier.

**II.3.** Előfizető a Kbt. 143. § (3) bekezdése alapján jogosult és egyben köteles a jelen szerződést felmondani, ha Szolgáltatóban közvetlenül vagy közvetetten 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személy vagy személyes joga szerint jogképes szervezet, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel, vagy ha Szolgáltató közvetetten vagy közvetlenül 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személyben vagy személyes joga szerint jogképes szervezetben, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel.

**II.3.** Subject to PPA § 143 (3) the Subscriber shall be entitled to, and at the same time shall be bound to terminate the contract if any legal person or any organisation having legal capacity under its personal law falling under the provision laid down in PPA § 62 (1) k) sub-point kb) acquires directly or indirectly a share exceeding 25% in the Supplier, or the Supplier acquires directly or indirectly a share exceeding 25% in any legal person or any organisation having legal capacity under its personal law falling under the provision laid down in PPA § 62 (1) k) sub-point kb).

**II.4.** Előfizető a Kbt. 79. § (4) bekezdésében meghatározott esetben jogosult a jelen szerződéstől elállni, illetve amennyiben a teljesítés megkezdése miatt az eredeti állapot nem állítható helyre, a jelen szerződést azonnali hatállyal felmondani.

**II.4.** Subscriber is entitled to rescind the contract under PPA § 79 (4), however if the original position cannot be restored due to the commencement of performance, it may terminate this Agreement with immediate effect.

**II.5.** Előfizető a Kbt. 143. § (1) bekezdése szerinti esetekben jogosult, a Kbt. 143. § (2) bekezdése esetén köteles a jelen szerződést felmondani, vagy – a Ptk.-ban foglaltak szerint – a jelen szerződéstől elállni.

**II.5.** Subscriber is entitled to terminate this Agreement in cases under PPA § 143 (1) and is bound to terminate in case under PPA § 143 (2) or rescind it pursuant to the Civil Code.

## II. AZ ELŐFIZETÉSI DÍJ

## III. LICENCE FEE

**III.1.** A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített összeg: **360 270 USD**. Az előfizetési díj nettó, általános forgalmi adót nem tartalmazó díj. A Magyarországon esedékes adókat az Előfizető viseli.

**III.1.** The Licence Fee for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **360 270 USD**. The subscription price does not include VAT. Any applicable Hungarian taxes shall be borne by the Subscriber.

**III.2.** Felek rögzítik továbbá, hogy a III.1. pontban szereplő díj magában foglalja valamennyi, a Szolgáltató által az Előfizető részére nyújtott szolgáltatás ellenértékét, Szolgáltató valamennyi költségét és hasznát is. Erre tekintettel Szolgáltató az itt megadott díjon felül jelen szerződés teljesítésével összefüggésben semmilyen további díjat, költséget nem jogosult Előfizető felé érvényesíteni.

**III.2.** Parties state that the Licence Fee determined in Clause III.1. includes all consideration for services for the Subscriber by the Supplier as well as all expenses and benefits of the Supplier. According to this the Supplier shall not be entitled to endorse any fees or charges related to the contract over the price determined in Clause III.

**IV. FIZETÉSI FELTÉTELEK**

**IV.1.** A Szolgáltató a számlát az Előfizető által igazolt szerződés szerinti teljesítést követően egy részletben, USD-ban állítja ki.

**IV.2.** Felek a szerződés teljesítésének a jelen szerződés VI.1. pontjában foglalt feltétel teljesülését tekintik. Előfizető köteles a Kbt. 135. § (1) bekezdése alapján a szerződés szerinti teljesítéstől számított 8 napon belül a teljesítési igazolást kiállítani. A számla esedékessége a számla kézhezvételétől számított 30 nap. A kifizetések során a Polgári Törvénykönyv 6:130. § (1)-(2) bekezdéseiben foglaltakra figyelemmel kell eljárni. A fizetési késedelem esetén a Szolgáltató jogosult a magyar Ptk. szerinti késedelmi kamat felszámítására. A késedelmes fizetésből eredő esetleges költségek Előfizetőt terhelik.

**IV.3.** Bárminemű késedelem esetén az árfolyamkockázatból eredő többletköltségek a késve teljesítő Felet terhelik.

**IV.4.** A számla az Előfizető igényeinek megfelelő részletezettséggel kerül kiállításra, tartalmazza a megrendelt szolgáltatás pontos megjelölését és a hozzáférés érvényességi idejét. Amennyiben a számla nem megfelelően kerül kiállításra, úgy Előfizetőnek 15 napja van írásban jelezni a kifogásait.

**IV.5.** Az Előfizető a számla kifizetésekor hivatkozni köteles a számlaszámra. A kifizetés banki átutalással történik, amelynek díját nem lehet a Szolgáltatóra terhelni. Az Előfizető bankjának díjait az Előfizető viseli, míg a Szolgáltató banki díjait a Szolgáltató tartozik megfizetni.

A Szolgáltató bankszámlája a következő:  
Számlavezető bank neve: BANK OF AMERICA, NA  
A bankszámla száma: 002080589526  
ABA szám: 0260-0959-3  
Swift kód: BOFAUS3N

**V. A SZOLGÁLTATÓ TELJESÍTÉSI KÖTELEZETTSÉGEI**

**V.1.** A Szolgáltató az általánosnál nagyobb figyelmet köteles fordítani az Előfizető igényeinek kielégítésére.

**IV. PAYMENT TERMS**

**IV.1.** Invoice shall be issued in USD in one installment by Supplier following the contractual performance acknowledged by Subscriber.

**IV.2.** Parties state that the performance is contractual as the term in Clause VI.1. had been realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the contract (certification of performance) within 8 days from the date of the performance according to PPA § 135 (1). The invoice is due not later than 30 days from the date of the receipt of the invoice. The contracting authority shall make payment according to Article 6:130 (1)-(2) of the Civil Code. In case of default in payment Supplier is entitled to charge default interest according to the Hungarian Civil Code. Subscriber shall bear any and all costs due to late payment.

**IV.3.** In the case of any delays, the costs arising from the foreign exchange risks shall be paid by the Party responsible for the delays.

**IV.4.** The invoice shall be issued in accordance with the Subscriber's instructions and shall contain a listing of the exact titles of the ordered service with all applicable information: version and access information (single, net, number of accesses,), and the period of access validity. In case of unduly issue of invoice Subscriber has 15 days for noticing its objections in writing.

**IV.5.** The Subscriber shall reference the complete invoice number and customer number with all payments. Payments are to be made via bank transfer and shall be made at no charge to the Supplier. Bank charges of the Subscriber's Bank are to be paid by the Subscriber. Bank charges of the Supplier's Bank are to be paid by the Supplier.

The Supplier's bank account is as follows:  
Bank name: BANK OF AMERICA, NA  
Bank Account No. 002080589526  
ABA: 0260-0959-3  
Swift code: BOFAUS3N

**V. SUPPLIER'S PERFORMANCE OBLIGATIONS**

**V.1.** The Supplier shall take utmost care of the handling of the orders of the Subscriber and ensure that the



illetve köteles biztosítani az Előfizető részére – a szokásos üzletmenetben elvárható technikai és más lehetőségekhez képest – az optimális, szerződésszerű követelmények érvényesülését.

Szolgáltató az 1.1. pont szerinti hozzáférési jogot a jelen szerződés aláírását követő 7 naptári napon belül köteles biztosítani akként, hogy ezen időtartamon belül saját feltételéről elérhetővé teszi az Adatbázis teljes tartalmát korlátozás nélkül a Jogosult Felhasználók számára.

Az Előfizetett termékekhez való hozzáférés Biztonságos Hálózaton keresztül történik.

V.2. A Szolgáltató kötelezettséget vállal arra, hogy az alkalmazottain keresztül mindent megtesz a zökkenőmentes ügymenet és a megrendelések teljesítése érdekében. Bármilyen hozzáférési probléma megoldása a Szolgáltató kötelessége.

V.3. A Szolgáltató mindent megtesz a folyamatos minőségi szolgáltatás nyújtása érdekében, és legalább átlagos 98% készenlét és legfeljebb 2% karbantartási időszak fenntartásával arra törekszik, hogy minimalizálja az Előfizető és az Előfizető Intézmények számára a szolgáltatásban bekövetkező fennakadásokat az előfizető intézmények teljes IP tartományában, beleértve a távoli hozzáférést is az Előfizetett Termékre vonatkozóan. Jogosult Felhasználók hibájából adódó fennakadások nem tartoznak a legfeljebb 2%-os karbantartási időszakba.

A váratlanul felmerülő elérési, hozzáférési problémák és technikai fennakadások esetén Előfizető köteles azonnal jelezni a problémát Szolgáltató felé. Szolgáltató köteles minden tőle telhetőt megtenni a hiba mielőbbi elhárításáért.

Amennyiben az elérési probléma a Szolgáltatónak felróható okból 5 munkanapon túl is fennáll, Szolgáltató Előfizetővel és az Előfizető Intézményekkel közösen egyeztetést kezdeményez.

V.4. Szolgáltató a tervezett technikai karbantartások megkezdése előtt legalább negyvennyolc órával tájékoztatja Előfizetőt a várható szolgáltatás-kiesésről.

A Szolgáltató szükség esetén más kapcsolattartókat jelöl ki. Az Előfizetőt ilyenkor értesíteni köteles.

A Szolgáltató az Előfizetőnek és a Jogosult Felhasználóknak támogatást biztosít az

requirements of the Subscriber are met at an optimum, contractual within the technical and other possibilities customary in the subscription management business.

Supplier shall provide access related to Clause 1.1. within 7 days following the subscription of this contract so that within this period Supplier provides full access to the content of its database without any restrictions for the Authorized Users.

Access to the Subscribed Products shall be provided via Secure Network.

V.2. The Supplier herewith undertakes to instruct its employees including replacements in all necessary processes and steps so as order to assure a smooth execution of the orders. Resolution of any access issues is the Supplier's obligation.

V.3. Supplier will make every effort to provide a continuous quality of service and will endeavour to minimise service disruption to Consortium Member Institution(s) and its Authorised Users by maintaining at least an average 98% uptime and a maximum 2% maintenance period across the Consortium Member Institution(s) entire IP range, including remote access to the Subscribed Product.

If the Subscribed Products fail to operate, display, load, or render in conformance with the terms of this Agreement, Subscriber shall immediately notify Supplier, and Supplier shall promptly use best efforts to restore access to the Subscribed Products as soon as possible.

In the event that the non-conformity materially affects the Subscriber's use of the Subscribed Products, and Supplier fails to repair the nonconformity within five (5) business days, Supplier shall work with Subscriber and the Consortium Member Institutions to determine a solution.

V.4. Supplier may schedule usual maintenance periods which have to be communicated to Subscriber at least 48 hours before the access issue via the technical contacts.

The Supplier may reassign contact persons as necessary. The Supplier shall be bound to notify the Subscriber about any changes.

Supplier will provide the Subscriber and its Authorized Users support through a helpdesk which can be reached

Ügyfélszolgálaton keresztül, ami online, telefonon vagy e-mailben érhető el hivatali időben (hétfő–péntek 9–18h.) ünnepnapokon kívül, külön költség nélkül, az alábbiak szerint:

Technikai kapcsolattartó:

Név: ACS Pubs Assist

Tel. +1 614-447-3674

e-mail: [acs\\_pubs\\_assist@acs.org](mailto:acs_pubs_assist@acs.org)

Előfizető részéről a technikai hibajelentés az EISZ Titkárság munkatársai által az [eisz@konyvtar.mta.hu](mailto:eisz@konyvtar.mta.hu) email címről történik.

**V.5.** A Szolgáltató fenntartja annak jogát, hogy az Előfizetett Termékekből visszavonjon minden olyan tartalmat, mely jogszerűen már nem tartozik oda, illetve alaposan feltételezhető, hogy törvényellenes, káros, félrevezető vagy jogsértő. Szolgáltató jogosult az Előfizetett termék összetételét módosítani, megváltoztatni, illetve más formátumban megjeleníteni. Amennyiben az Előfizetett termék összetételét Szolgáltató módosítani kívánja, a lehető leghamarabb, de legalább 30 nappal a módosítás előtt köteles jelezni ezt Előfizetőnek.

Amennyiben jelen szerződés időbeli hatálya alatt a szolgáltató részéről történő jelentős tartalomváltozás következtében az Előfizetett termék nem felel meg a műszaki leírásban meghatározott követelményeknek és felhasználói igényeknek, Előfizető kezdeményezheti a szerződés megszüntetését.

**V.6.** Szolgáltató adatfelhasználási jelentést készít a Jogosult felhasználók tevékenységéről, és az interneten havonta elérhetővé teszi azt az Előfizető részére, mely jelentéseket Előfizető jogosult a saját honlapján közzétenni az előfizető intézmények és a fenntartó hatóságok tájékoztatása céljából. Az adatfelhasználási jelentéseknek meg kell felelniük a Counting Online Usage of Networked Electronic Resources (COUNTER) szabványban foglaltaknak. Előfizető kizárólag a COUNTER szabványnak megfelelő statisztikai adatokat hozza nyilvánosságra, minden további jelentés, amely potenciálisan személyes adatokat tartalmazhat, bizalmas adatként kezelendő a hatályos jogszabályok alapján.

**V.7.** Szolgáltató évente biztosítja Előfizető részére a címlistákat a teljes előfizetett termékről a legfrissebb KBART szabvány szerint. A Szolgáltató köteles negyedévente tájékoztatni előfizetőt az előfizetett termék

on-line, by telephone and by email, during official office hours (Monday through Friday from 0900 to 1800 CET, excluding recognized holidays) at no additional charge to the Subscriber, as follows:

Technical Helpdesk Contact:

Name: ACS Pubs Assist

Tel. +1 614-447-3674

e-mail: [acs\\_pubs\\_assist@acs.org](mailto:acs_pubs_assist@acs.org)

Subscriber uses the email address [eisz@konyvtar.mta.hu](mailto:eisz@konyvtar.mta.hu) to report technical problems.

**V.5.** Supplier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. Supplier may add, change, or modify portions of the Subscribed Products, or transform the Subscribed Products to other formats. When such changes, modifications, or migrations occur, the Supplier shall give notice of any such changes to Subscriber as soon as is practicable, but in no event less than 30 days before modification.

If any such withdrawal renders the Subscribed Products substantially less useful to Subscriber or its Authorized Users, Subscriber may seek to terminate this Agreement for breach pursuant to the termination provisions.

**V.6.** Supplier shall make usage data reports on the usage activity of each Consortium Member Institution accessible online on a monthly basis to the administrators employed by such Institution and to the Subscriber in order to upload usage data onto Subscriber's website as public information for the Consortium Members and for the supporting authorities. Usage statistic reports shall meet the most recent project Counting Online Usage of Networked Electronic Resources (COUNTER) Code of Practice Release. For clarity, ACS permits only the COUNTER usage reports to be made public. Other reports provided or made available by ACS shall remain private, as they may contain personally identifiable information. Subscriber and Consortium Members shall protect personally identifiable information available to it in accordance with law.

**V.7.** Supplier shall provide Subscriber with a complete list of the Subscribed Product (including comprehensive title information, structured in the most current KBART format, with any amendments highlighted) annually, and



jelen szerződés I. számú mellékletéhez képcst történt változásairól a KBART szabvány szerint.

**V.8.** Távoli hozzáférés biztosítása érdekében a Szolgáltató mindent megtesz a Magyar EduID Federációhoz való csatlakozás érdekében.

**V.9.** Feleket a jelen szerződés hatálya alatt, különösen a tájékoztatás terén, fokozott együttműködési kötelezettség terheli. Felek kötelesek egymást haladéktalanul tájékoztatni minden olyan körülményről, mely a szerződés teljesítését érinti. Felek az értesítés elmulasztásából vagy késedelmes teljesítéséből eredő kárért teljes körű felelősséggel tartoznak.

**V.10.** Nyílt hozzáférés: Szolgáltató nyílt hozzáférést megjelölést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára az Előfizetett terméket alkotó tudományos folyóiratokban az 5. mellékletben részletezettek alapján.

of any amendments in comparison to the list of Material as set out in Appendix 1.

**V.8.** In order to ensure remote access for the Authorized users, Supplier shall use reasonable efforts to join the Hungarian EduID Federation.

**V.9.** Parties are obliged to collaborate with each other during the term of contract especially in information matters. In the case of any conditions related to the performance, the contracting party shall inform the other Party without delay. Parties are liable for the damages connected with the lack or delay of communication.

**V.10.** Open Access Option: Supplier offers an open access option in scientific journals within the Subscribed Products to the Authors affiliated at one of the Consortium Member Institutions as detailed in Appendix 5.

## **VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI**

**VI.1.** Az Előfizető és a Jogosult Felhasználói kör:

- beléphet, kereshet, böngészhet és bármit megtekinthet az Előfizetett Termékeken belül;
- az Előfizetett Termékek különálló elemeiről, kizárólagosan saját felhasználására nyomtathat, elektronikus másolatot készíthet és tárolhat;
- az Előfizetett Termékek egyes elemét (teljes szövegi cikkek esetén a cikkekre mutató linkeket) vagy azok részeit a hatályos jogszabályokra tekintettel elhelyezheti az Előfizető és más Jogosult Felhasználó intranet és internet website-jaira, elektronikus oktatócsomagjaiba és oktatói website-jaira, háttértárakra és oktatási menedzsment rendszereibe, a felhasznált forrásanyag jogtulajdonosának pontos megjelölésével azzal, hogy a szerzői jogra vonatkozó egyes információkat nem távolíthatja el az előfizetett termékről. Az ily módon történő felhasználáshoz a Copyright Clearance Center-en (<http://www.copyright.com/>) keresztül is igényelhető felhasználási engedély.
- nyomtatott vagy elektronikus másolatot nyújthat az Előfizetett Termékek különálló elemeiről más

## **VI. RESPONSIBILITIES OF CONSORTIUM MEMBER INSTITUTIONS**

**VI.1.** Each Authorized User and Subscriber may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate, in accordance with fair use conventions, items or extracts (for full text of articles, only links to the article) of the Subscribed Products on the Subscriber's and any other Authorized User's intranet and internet websites and in electronic coursepacks and instructor websites, reserves and course management systems. Authorized Users must specify the title and copyright owner of the items or extracts of the Subscribed Products and may not alter or remove any original copyright notices contained in the Subscribed Products. For clarity, for incorporation of full texts of articles for purposes herein, licences for reprints can be purchased through the Copyright Clearance Center (<http://www.copyright.com/>).
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized

Jogosult Felhasználók és a jelen megállapodás körén kívül eső munkatársak részére azok tudományos munkájához vagy Jogosult Felhasználókkal végzett közös, nem üzletszerű kutatásához azzal, hogy a másolatok nyújtása nem helyettesítheti az Előfizetett Termékre való előfizetést; valamint

- ha a Jogosult Felhasználó könyvtáros vagy informatikus szakember, úgy más Jogosult Felhasználó kizárólagos használatára jogosult bizonyos cikkeket és könyvfejezeteket kölcsönözni.
- Előfizető jogosult nyomtatni és kiadni az előfizetett példányok fejezetcímeit és az előfizetett termékek bármely könyvfejezetét annak érdekében, hogy az ún. "könyvtárközi kölcsönzés" keretében (a CONTU előírásoknak megfelelően) az Előfizető székhelye szerinti országban található nem kereskedelmi könyvtárak megkeresését teljesítse.
- Jogosult Felhasználók a teljes műre való hivatkozás és stabil URL-ek használata nélkül nem használhatnak fel illusztrációkat vagy egyéb grafikus elemeket az Előfizetett Termékből

**VI.2. Örökös hozzáférés:** Szolgáltató nem átruházható, díjmentes örökös hozzáférést biztosít Előfizető és az előfizetői körben résztvevő tagintézmények jogosult felhasználói számára az 1. számú mellékletben meghatározott Előfizetett termékekben jelen szerződés időbeli hatálya alatt megjelent tartalmakhoz. Az Előfizetett Termék részét képező Chemical & Engineering News, Reagent Chemicals, Back-file or Archive products, eBooks Symposium Series, bármely, ACS Articles on Command-on keresztül beszerzett információ, ACS Metered Access, és ACS Lab Packs nem tartozik a fent részletezett örökös hozzáférés alá.

Az örökös hozzáférés felhasználási mód alatt jelen szerződésben foglalt felhasználási feltételek alkalmazása értendő, amelyek a jelen szerződés megszűnése esetén vagy lejáta után is érvényben maradnak.

**VI.3. Amennyiben Szolgáltató nem képes folyamatos hozzáférést biztosítani Előfizetett Termék azon köréhez, amelyhez Előfizetőnek jelen szerződés VI.2. bekezdése alapján örökös hozzáférési joga van, úgy Szolgáltató megőrzési példányok elérését archiválási célból működő repozitóriumokon (pl. Portico) keresztül biztosítja.**

Users and, in a limited manner that does not replace a need by the third party for a subscription to ACS products and services, to third-party colleagues (not for use in service to a commercial entity); and

- make available parts of the Subscribed Products for the exclusive use of another Authorized User in case the Authorized User is a librarian/information specialist.
- The Subscriber may print and deliver journal articles from Subscribed Titles and, if any, book chapters from the Subscribed Products to fulfil request as part of the practice commonly known as „interlibrary loan” (as set forth under the CONTU guidelines) from non-commercial libraries located within the same country as the Subscriber.
- Subscriber, Authorized Users, and Walk-in 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 Subscribed Products.

**VI.2. Perpetual access:** Supplier hereby grants to the Subscriber and the Consortium Member Institutions a non-exclusive, royalty-free, perpetual licence for their Authorized Users to use, after the termination of this Agreement, the licenced content published during the subscription period in Subscribed Products as specified Appendix 1. *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 above-referenced perpetual access rights.

Such use shall be in accordance with the provisions of this Agreement relating to the use of Subscribed Products, including restrictions on use and related liabilities, which provisions shall survive any termination of this Agreement.

**VI.3. Archival rights:** If Supplier is unable to maintain ongoing availability of the Subscribed Product to which Subscriber and Consortium member institutions have the aforementioned perpetual access rights, Supplier will make conservation copies available through an archival repository, such as Portico.

**VI.4.** Az Előfizető minden tölc telhetőt megtesz annak érdekében, hogy:

- az Előfizetett Termékekbe való belépést és azok használatát csak a Jogosult Felhasználói kör számára biztosítsa, valamint hogy minden Jogosult Felhasználóját előre tájékoztassa a jelen szerződésben rögzített feltételekről és megkötésekről, továbbá vállalja, hogy ezek tiszteletben tartását számon kérje a Jogosult Felhasználóktól;
- biztosítsa, hogy az Előfizetett Termékekhez kapcsolódó bármely hitelesítési kód vagy jelszó kizárólag a Jogosult Felhasználók részére váljon megismerhetővé, továbbá hogy sem ő, sem a Jogosult Felhasználók nem szolgáltatják ki ezen belépési kódokat harmadik fél részére; továbbá
- amennyiben tudomására jut, hogy az Előfizetett Termékeket bárki engedély nélkül használja, haladéktalanul értesítse erről a Szolgáltatót, és tegye meg a szükséges intézkedéseket, beleértve a Szolgáltatóval való együttműködést a jogosulatlan használat megszüntetésére, és további hasonló esetek kiküszöbölésére;
- az Előfizetett termékek hozzáférését és használatát a Jogosult felhasználók körére korlátozza és tájékoztassa a Jogosult felhasználókat a jelen Szerződésben foglalt felhasználási korlátozásokról és azok betartásának szükségességéről;
- az Előfizetett szolgáltatásokhoz való hozzáféréshez szükséges jelszavakat és igazoló adatokat kizárólag Jogosult felhasználók részére adjon ki, ne adjon ki jelszavakat és igazoló adatokat harmadik fél részére, valamint tájékoztassa a Jogosult felhasználókat, hogy ne adjanak ki jelszavakat és igazoló adatokat harmadik fél részére;
- amint tudomást szerzett bármiféle jogosulatlan felhasználásról értesítse a Szolgáltatót és tegye meg a szükséges lépéseket, hogy megszakítsa ezt a tevékenységet, és hogy megakadályozza az ilyen esetek ismételt előfordulását.

## VII. ZÁRÓ RENDELKEZÉSEK

**VII.1.** A jelen szerződés kizárólag a Kbt. 141. §-ban foglaltak figyelembevételére, írásban módosítható.

**VI.4.** The Subscriber shall use reasonable efforts to:

- limit access to and use of the Subscribed Products only to Authorized Users and notify in advance all Authorized Users of the conditions and usage restrictions set forth in this Agreement and that compliance with such restrictions shall be accounted for;
- ensure that any passwords or credentials to access the Subscribed Products is made available only to Authorized Users, and that neither Subscriber nor the Authorized Users divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform the Supplier and take appropriate steps, including cooperating with the Supplier, to end such activity and to prevent any recurrence;
- limit access to and use of the Subscribed Products to Authorized Users and notify the Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the subscribed services only to Authorized Users, not divulge any passwords or credentials to any third parties, and notify all Authorized Users not to divulge any passwords or credentials to any third parties;
- inform Supplier and take appropriate steps promptly upon becoming aware of any unauthorized use of the subscribed services, to end such activity and to prevent any recurrences.

## VII. FINAL STIPULATIONS

**VII.1.** This contract may be amended solely in writing according to PPA 141 §.

**VII.2.** Szolgáltató a Kbt. 136 § (1) bekezdés a) pontjában foglaltakra figyelemmel kijelenti, hogy nem fizet, illetve számol el a jelen szerződés teljesítésével összefüggésben olyan költségeket, amelyek a Kbt. 62. § (1) bekezdés k) pont ka)-kb) alpontja szerinti feltételeknek nem megfelelő társaság tekintetében merülnek fel, és melyek a Szolgáltató adóköteles jövedelmének csökkentésére alkalmasak.

**VII.3.** Szolgáltató köteles a jelen szerződés teljesítésének teljes időtartama alatt tulajdonosi szerkezetét az Előfizető számára megismerhetővé tenni. Szolgáltató a jelen Szerződés időtartama alatt írásban, haladéktalanul köteles tájékoztatni Előfizetőt minden, a tulajdonosi szerkezetében bekövetkezett változásról, a megváltozott és az új adatok, valamint a változás hatályának megjelölésével.

**VII.4.** Szolgáltató a jelen szerződés teljesítésének teljes időtartama alatt haladéktalanul írásban köteles Előfizetőt értesíteni a Kbt. 143. § (3) bekezdésében megjelölt ügyletekről.

**VII.5.** A külföldi adóilletőségű Szolgáltató a jelen szerződés aláírásával meghatalmazást ad arra vonatkozóan, hogy az illetősége szerinti adóhatóságtól a magyar adóhatóság közvetlenül beszerezhet a Szolgáltatóra vonatkozó adatokat az országok közötti jogsegély igénybevétele nélkül, figyelemmel a Kbt. 136. § (2) bekezdésében foglaltakra.

**VII.6.** Vis Major: egyik fél sem köteles viselni a felelősséget a másik fél irányában olyan veszteség vagy kár miatt, amely a jelen szerződés egyes vagy valamennyi rendelkezéseinek késedelmes, vagy nem teljesítése miatt jelentkezik, feltéve, hogy a késedelem vagy nem teljesítés részben vagy egészben olyan történések, események vagy okok következménye, amelyek kívül esnek bármelyik fél tehetségén és képességén, illetve amelyre befolyása egyáltalán nincsen. Ilyen történések, események vagy oknak minősül különösen bármilyen sztrájk, munkajogvita miatti szünet, lázadás, háború, földrengés, tűz és robbanás, de a fizetésképtelenség kifejezetten nem ilyen oknak minősül.

**VII.7.** A jelen szerződésből eredő bármilyen vitát a felek megegyezéssel igyekeznek rendezni. Ennek hiányában a felek a hatáskörrel és illetékességgel rendelkező magyar bíróságoknak vetik alá magukat.

**VII.8.** Szolgáltató kijelenti, hogy a szerződés teljesítéséhez nem vesz igénybe a közbeszerzési

**VII.2.** Supplier states in respect of PPA § 136 (1) a) that it shall not pay or account for costs incurred related to the performance of this Agreement which have arisen with regard to an entity not meeting the requirements set out in PPA § 62 (1) k) sub-points ka)-kb), and which may reduce Supplier's taxable income.

**VII.3.** The Supplier is obliged to disclose its structure of ownership to the Subscriber during the full period of performance of this contract. Beside its disclosure obligation the Supplier shall notify the Subscriber without delay of any changes related to its structure of ownership, indicating the former and latter data and their validity.

**VII.4.** During the full period of performance of this contract Supplier shall notify the Subscriber in writing without delay of all transactions set out in PPA § 143 (3).

**VII.5.** Supplier – having his fiscal domicile in a foreign country – is obliged to attach an authorization to the contract stating that data concerning the Supplier may be acquired by the Hungarian National Tax and Customs Authority directly from the competent tax authority of the Supplier's fiscal domicile, without using the legal aid service established between the countries in respect of PPA § 136 (2).

**VII.6.** Force Majeure: neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

**VII.7.** Any dispute that may arise shall first be attempted to be settled in mutual agreement of both Parties. In case a dispute is not settled with one accord, it is to be solved by a competent court of justice having competence in Hungary.

**VII.8.** Supplier declares that it will not use any subcontractor for the performance of the Agreement

eljárásban előírt kizáró okok hatálya alatt álló alvállalkozót.

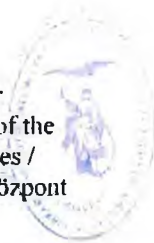
**VII.8.** A jelen szerződésre a magyar jog irányadó. A jelen szerződés egymásnak mindenben megfelelő magyar és angol nyelvű változatban készült. A magyar és az angol változat közötti bármely eltérés vagy ellentmondás esetén a szerződés angol nyelvű változata az irányadó.

**VII.9.** Ha a jelen szerződés egy vagy több rendelkezése érvénytelenné válna, úgy e körülmény az érvényes részeket nem érinti. Az érvénytelen részt úgy kell értelmezni, ahogyan az a szerződéskötő felek eredeti akarata szerint érthetők, figyelemmel a törvényes korlátokra.

Jelen szerződés 3, egymással mindenben megegyező magyar és angol nyelvű példányban készült, amelyből 1 példány a Szolgáltatónál, 2 példány pedig az Előfizetőnél marad.

Budapest, 2024. 03. 26.

.....  
Dr. Monok István  
főigazgató/General Director  
Library and Information Centre of the  
Hungarian Academy of Sciences /  
MTA Könyvtár és Információs Központ



.....  
financialis countersign / pénzügyi ellenjegyző

Mellékletek:

1. Előfizetett termék
2. Előfizető intézmények listája
3. Szolgáltató licenc szerződése
4. Közbeszerzési dokumentumok
5. Nyílt hozzáférés

which is subject to the grounds for exclusion stipulated in the public procurement procedure.

**VII.8.** The governing law of this contract shall be Hungarian law. This contract has been prepared in a Hungarian and an English version fully corresponding to each other. In case of any differences or discrepancies between the two versions, the English version shall prevail.

**VII.9.** Should one or several clauses of this contract be or become invalid, the validity of the other clauses will not be affected. The invalid clause shall be interpreted so as to achieve the originally intended purpose of the parties as long as legally acceptable.

This contract has been signed in 3 corresponding bilingual copies, of which 1 copy is left to the Supplier and 2 copies are left to the Subscriber.

2024. 3/26 ..... Columbus, Ohio, USA

.....  
American Chemical Society  
represented by  
Eric S. Slater, Esq.

Supplier / Szolgáltató

AMERICAN CHEMICAL SOCIETY  
1155 SIXTEENTH STREET, N.W.  
WASHINGTON, D. C. 20036

Appendices:

- Appendix 1: Subscribed Product
- Appendix 2: List of Consortium Member Institutions
- Appendix 3: Licence agreement of Supplier
- Appendix 4: Tender documentation
- Appendix 5: Open Access

1. számú melléklet / Appendix 1.  
**ELŐFIZETETT TERMÉK / SUBSCRIBED PRODUCT**

**American Chemical Society Journals**

Részletes címlista / title list:

<http://eisz.mtak.hu/index.php/hu/adatbazisok.html>

Előfizetett termék / Subscribed Product	Előfizetési időszak / Subscription period	Elérés / Access	Előfizetési díj / Licence Fee
American Chemical Society (ACS) Journals	<b>2024</b>	<a href="https://pubs.acs.org/">https://pubs.acs.org/</a>	<b>360 270 USD</b>



2. számú melléklet / Appendix 2.

**Előfizető Intézmények listája / List of Consortium Member Institutions****American Chemical Society (ACS) Journals**

Institution (Hungarian)	Institution (English)
Budapesti Műszaki és Gazdaságtudományi Egyetem	Budapest University of Technology and Economics
Energiatudományi Kutatóközpont	Centre for Energy Research
Pécsi Tudományegyetem	University of Pécs
Semmelweis Egyetem	Semmelweis University
Szegedi Tudományegyetem	University of Szeged
Természettudományi Kutatóközpont	Research Centre for Natural Sciences
Wigner Fizikai Kutatóközpont	Wigner Research Centre for Physics

**ACS Legacy Archives**

Institution (Hungarian)	Institution (English)
Energiatudományi Kutatóközpont	Centre for Energy Research
Pécsi Tudományegyetem	University of Pécs
Természettudományi Kutatóközpont	Research Centre for Natural Sciences
Wigner Fizikai Kutatóközpont	Wigner Research Centre for Physics

3. számú melléklet / Appendix 3.

**Szolgáltató Licenc szerződése / Licence agreement of Supplier**



American Chemical Society  
Publications Division  
Online Products Institutional Access Agreement

This Online Products Institutional Access Agreement (“Agreement”) is entered into on January 10, 2024 between the American Chemical Society (“ACS”), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and Hungarian Academy Of Sciences (MASTER), located at PUSZTASZERI UT 59-67, Budapest, 1025, Hungary (“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

a. The Initial Term of this Agreement shall be for the 2024 subscription year. Unless otherwise agreed to by ACS and Grantee in writing, or modified or terminated as provided for herein, the Agreement shall automatically renew for additional one-year terms on payment of annual access, subscription and/or platform maintenance fees as set by ACS and agreed to by the Grantee.

b. From time to time, ACS may require the Parties to execute a new Agreement.

3. FEES AND PAYMENTS

a. Grantee agrees to pay ACS the amounts (Access Fee) set forth in the attached “Quote” attachment, as may be supplemented by mutual consent via subsequent quote sheet at the time of renewal. 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 forty-five (45) days 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.

c. Grantee acknowledges and agrees that Access Fee rates for any renewal term will change from term to term, as may be appropriate.

4. AUTHORIZED USERS; AUTHORIZED SITES

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. Grantee represents and warrants that it has the right to enter into this Agreement on behalf of each consortium member. 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 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. Hereinafter, if Grantee is a consortium, the term "Grantee" shall also include the consortium member.

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"), online access to the ACS Products. This Agreement extends to Grantee and Authorized Users and Other Users individually at Authorized Sites. For purposes of this Agreement, "Authorized Users" means, current employees, faculty and other teaching staff, and officially registered full or part-time students of Grantee. 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. Only those IP addresses submitted by Grantee, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products ("Authorized IP Address(es)").

d. For the avoidance of doubt, other academic or research institutions and government or commercial organizations with which Grantee may have certain affiliations that (i) are not directly owned and controlled by Grantee or are not under a single administration with Grantee (ii) are owned by Grantee but would otherwise use the ACS Products for commercial purposes, do not qualify as Authorized Sites. Use of ACS Products by such institutions or organizations requires a separate agreement.

## 5. GRANTEE RESPONSIBILITIES AND DUTIES

a. 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 Authorized IP Address(es) 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. Grantee shall be responsible for compliance with all terms and conditions of this Agreement.

b. Reasonableness of Use. ACS monitors the volume of searching and downloading activities of Grantee on a routine basis, for the purposes of (i) benchmarking "average" use, noting any significant variance in patterns of usage, and (ii) ensuring compliance with the terms of access and use. ACS may ask Grantee's designated administrator to discuss with ACS any usage pattern(s), ACS questions and, if necessary, work with ACS to reach a solution if a problem is uncovered.

If ACS determines that use is excessive or violates the terms of this Agreement, ACS, in its sole discretion, may (i) on a temporary or non-temporary basis, de-activate the IP address(es) at issue, (ii) issue a surcharge, or (iii) terminate the Agreement in its entirety. ACS prefers to resolve these types of issues with Grantee without de-activating IP addresses, issuing a surcharge, or terminating the Agreement in its entirety and will use reasonable efforts to do so. For purposes of this section, "excessive" shall include (i) use, search activity, downloading and/or exporting that is materially greater than, or different from, typical use patterns of searching, downloading or exporting, and/or (ii) activity that is indicative of an otherwise manual process being automated.

c. Grantee is responsible for providing valid IP addresses for each Authorized Site listed on the Site List Attachment. IP ownership must be verifiable and accepted by ACS. If the Grantee plans 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. Access to the site via open proxies and other nonauthenticated proxy servers is prohibited. ACS Products may only be accessed through an Authorized IP Address. Grantee warrants:

- i. Each IP address listed in the Site List Attachment has been assigned exclusively to and is under the exclusive control of Grantee;
- ii. The ACS Products will only be used by Grantee's Authorized and Other Users for use in accordance with the terms and conditions of this Agreement; and
- iii. Grantee will promptly notify ACS of any changes to Authorized IP address(es).

d. Grantee will use reasonable efforts to ensure that only Authorized and Other Users have access to the ACS Products and use the ACS Products in accordance with this Agreement. Grantee acknowledges the ACS copyright and ownership interests in the ACS Products, that the ACS Products are principal products of ACS, and the importance to ACS of maintaining these rights in the ACS Products.

e. Grantee will exercise reasonable, good faith efforts to:

- i. Inform Authorized and Other Users of the Permitted and Prohibited Uses and to enforce them;
- ii. Monitor usage of the ACS Products for compliance with these Permitted and Prohibited Uses, and notify ACS immediately of any suspected violation by any user;
- iii. Investigate with ACS any violation or suspected violation, whether by an Authorized User, Other User, or unauthorized user; and
- iv. Cooperate with ACS in the resolution of the matter.

Grantee agrees, at ACS's request, to review from time to time with ACS the efforts described above and to make such changes thereto as may be reasonably necessary. Grantee will be responsible for any failure on its part to act in compliance with the terms and conditions of this Agreement.

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.

## 6. PERMITTED USES

a. Authorized Users and Other Users may view, download, save, or print individual articles, individual book chapters, or other individual items from the ACS Products for their personal scholarly, research, and educational use. Authorized Users and Other Users may make a printed copy of individual articles, individual book chapters, 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") by transmitting a copy of an article in PDF format via electronic transmission or by mail, fax, Ariel, or other ILL mechanisms. ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Such ILL shall be limited to non-systematic, infrequent and sporadic transmissions to a third party, which as a general rule should mean a de minimis number of free article copies of individual journal articles, individual book chapters, or other individual items from the ACS Products per year. Notwithstanding anything to the contrary, international cross-border ILL is not permitted. ILL to libraries of commercial entities is not permitted.

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 patents, drug, and other 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.

## 7. 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, 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, 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 Grantee 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, 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, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval. Systematic storing or repository building of individual downloaded articles, book chapters, or other individual items from the ACS Products, including, but not limited to, storage through third-party services, for institution-wide use is strictly prohibited.

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.

## 8. 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.

## 9. SCOPE OF 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.

b. ACS shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with



the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 Level AA (<http://www.w3.org/WAI/guid-tech.html>) to the degree indicated in its current Voluntary Product Accessibility Template (VPAT), a copy of which will be provided upon request, and is incorporated herein by reference. ACS represents and warrants that the aforementioned VPAT substantively shows its degree of compliance with Section 508 of the Rehabilitation Act of 1973. Nothing in this Agreement shall limit the Grantee from making lawful, noninfringing uses to facilitate access to the ACS Products by Authorized Users and Other Users who have disabilities. For the avoidance of doubt, the ACS authorizes such uses.

c. 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.

d. 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.

e. 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.

f. 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.

## 10. 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.

## 11. 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.

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. Termination Due to Insufficient Funds. A Grantee may cancel within a multi-year subscription commitment, informing ACS no later than the 30th of November of the current year, in the case of non- or insufficient appropriation of funds. In such a case, this Agreement will be considered cancelled from the 1st of January of the subsequent year, except for those obligations that continue according to Agreement or that continue by their nature, including any post termination access for the subscribed content. For the avoidance of doubt, since multi-year subscriptions are provided at a discounted rate, for any subsequent one-year subscriptions by Grantee or for a member rejoining a consortium within the multi-year term the rate for such Grantee or member shall revert to the appropriate non-discounted rate. In the case of a consortium, the Parties will confirm the appropriately adjusted fee for the subsequent year by the 1st of December of the current year.

## 12. 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.

## 13. 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 suit is filed within one (1) year after the event giving rise to the claim.

#### 14. PRIVACY

Each Party acknowledges and agrees that both Parties may be required to comply with certain data protection, privacy, and/or information security laws, rules, regulations, or guidelines enforced in the jurisdictions in which Grantee and/or Authorized Users utilize the ACS Products related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation (the "Privacy Laws"). Grantee agrees that ACS may collect, use, and otherwise process Personal Data in accordance with the ACS Privacy Policy, available at <https://www.acs.org/privacy.html> and incorporated herein by reference. Each Party agrees to employ appropriate administrative, physical, and technical safeguards designed to protect the Personal Data submitted to ACS or otherwise processed through access to and use of the ACS Products. Each Party shall promptly notify the other Party in the event of any unauthorized use, disclosure, collection, or access of Personal Data.

#### 15. 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 Grantee is a "consortium," all references to "Grantee" in this Agreement shall apply equally and fully to the Consortium and each of its members.

#### 16. ANTI-BRIBERY AND CORRUPTION

Grantee agrees that, in the procurement of this Agreement, it, and each of its direct or indirect owners or other financial interest holders ("Owners"), directors, employees, and every person working for it or on its behalf (collectively "Representatives") have not violated the Foreign Corrupt Practices Act, the UK Bribery Act 2010, or any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business.

Grantee agrees to comply with all applicable U.S. export control and sanctions laws and regulations. Grantee represents and warrants that (i) Grantee is not designated or otherwise identified on any of the various U.S. government lists of denied/sanctioned parties, including, but not limited to, the U.S. Treasury Department, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, or Foreign Sanctions Evaders List; the

U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; or the U.S. Department of State's Non-Proliferation Sanctions Determinations lists, and (ii) Grantee is not 50% or more directly or indirectly owned, in the aggregate, by one or more individuals or entities identified on any of the various U.S. government lists of denied/sanctioned parties. Grantee agrees that ACS may cease performance of this Agreement if ACS deems such cessation necessary, in its sole discretion, to ensure compliance with applicable law. Under such circumstances, Grantee agrees that ACS shall be released from responsibility for fulfilling its obligations under this Agreement and shall not be subject to any penalties or other liability for breach of contract or any other legal or equitable claim.

17. 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. Grantee acknowledges that the delivery of the ACS Products will occur in the District of Columbia, USA. Grantee shall pay any taxes lawfully due from it, other than taxes on ACS's net income, arising out of Grantee's use of ACS Products and/or other rights granted under this Agreement. Grantee may not assign or transfer its rights under this Agreement without the express written consent of ACS.

18. 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 undersigned represents and warrants that he/she has the authority to enter into this Agreement on behalf of the Grantee. If Grantee uses a purchase order in conjunction with ordering or paying for the ACS Products, the Parties agree that the terms and conditions of the purchase order will in no way modify, delete, or supersede the terms and conditions of this Agreement. Any discrepancy between the purchase order and this Agreement will be resolved in favor of this Agreement.



**ACCEPTED:**

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

Grantee: Hungarian Academy Of Sciences (MASTER)

Authorized Signature:

*[Handwritten signature]*



Print name of Authorizing Person:

*[Handwritten name]*

Date: 2014 03 26

Grantor: American Chemical Society

Authorized Signature:

*[Handwritten signature]*

Print name of Authorizing Person: *[Handwritten name]*

Date: 26 March 2024

AMERICAN CHEMICAL SOCIETY  
1155 SIXTEENTH STREET, N. W.  
WASHINGTON, D. C. 20036

Institution Name: **Library and Information Centre of the Hungarian Academy of Sciences (MASTER)**

\* 35 characters for the name line

Address:

(Street, City, State, Country, Postal Code) Arany János utca 1. , Budapest, 1051, Hungary

\* 30 characters per address line, country is fourth line if International

Authorized Contact Name:

Email:

Telephone:

Fax:

Billing Address:

(If purchase is through an Agent, please specify Agency name & address here)

Billing Contact Name:

Email:

Telephone:

Access Agreement Contact Name:

Email:

Telephone:



Purchase Order #

VAT# (EU Accts Only)

**Site Information:**

List the full name and address of each site and all locations that will participate in the Access Agreement. List any additional sites and IP addresses on a separate sheet if needed using the format shown below.

IP Address Note: Please list digits that are separated by periods (example: IP address 123.456.7.\*). IP Address should specify at least the first two groups of digits, commonly called a Level B address, or may specify the first three groups of digits (Level C address), or the complete IP address of the Proxy server(s) handling the Authorized sites.

List any IP provider names should you use a third-party provider (ie. Reprints, CCC, ReadCube, etc...)

Site Name	City, State/Province, Country	IP Addresses

Comments:

4. számú melléklet / Appendix 4.

**KÖZBESZERZÉSI DOKUMENTUMOK / TENDER DOCUMENTATION**

A Közbeszerzési Eljárás során keletkezett dokumentumok a jelen szerződéssel együttesen értelmezendők, és alkalmazandók függetlenül attól, hogy azok fizikai értelemben a jelen szerződés mellékletét képezik-e. /

All documents created in the course of this Public Procurement Procedure shall be construed jointly with this Agreement, and shall be applicable irrespective of being attached as an Appendix to this Agreement or not.

5. számú melléklet / Appendix 5.  
**NYÍLT HOZZÁFÉRÉS / OPEN ACCESS**

**OFFSET BENEFIT PROGRAM TERMS AND CONDITIONS**

**a. Offset Benefit Program:** Grantee has chosen participation in ACS's *Offset Benefit Program* ("*OBP*") specifically designed to facilitate the immediate open availability of, as the case may be, Grantee's or its member institutions' ACS published articles at the time of online publication. Availability and use of these articles shall be governed by the terms and conditions of the current version of the Creative Commons CC-BY license. Grantee acknowledges and agrees that the *OBP* is based upon and directly tied to subscription to the ACS Web Editions journals. Discontinuation of aforesaid subscription(s) or termination of the Access Agreement, for whatever reason, shall terminate this *OBP* arrangement. Capitalized terms not herein defined shall mean the same as in the Access Agreement.

ACS reserves the right to modify or terminate the *OBP* in case of materially significant changes in the relevant Creative Commons license.

**b. Qualifying Authors:** Corresponding authors whose articles are accepted by ACS qualify to have their articles published under the *OBP*, for the respective journal article, if all of the following conditions are met **at the time of submission** of the manuscript:

- 1) corresponding author must be identified as the individual who is to communicate with ACS throughout the peer review process,
- 2) corresponding author must be an Authorized User as such term is used in the Access Agreement,
- 3) corresponding author must indicate affiliation to Grantee or a member institution by identifying it via a provided dropdown menu during the online manuscript submission process.

It is highly recommended for ease of identification and administrative matters that corresponding authors utilize during the manuscript submission process a current email address extension that is directly associated to the Grantee or the applicable member institution.

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. Tokens:** For *OBP*, ACS shall provide Grantee seventy-five (85) tokens ("Tokens") for the year 2024. Grantee acknowledges and agrees that Tokens have no redeemable monetary value. For clarity, in the event of *OBP* termination, unused Tokens will not be refunded as a sales credit or otherwise. Tokens expire 24 months after they have been granted. Notwithstanding, Tokens may be used solely in the calendar year for which they were issued. For example, any unused Tokens left at the end of 2024 remain viable through 2025 but must be used retroactively for an article accepted in 2024. Tokens cannot be used for articles accepted before 1.1.2024.

For each article published under *OBP*, one (1) Token will be considered used. Tokens can be used for publication in all ACS journals, including ACS Omega, JACS Au, the ACS Au collection, and all ACS hybrid journals, but cannot be used for eBooks. Articles that are additions or corrections or editorials are also not eligible under the *OBP*. Once the number of Tokens granted has been used, Grantee may purchase additional Tokens at its discretion. Otherwise, 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 publishing program options. For clarity, Parties acknowledge that a Qualifying Author, despite the availability of the *OBP*, has the option to direct the ACS to publish the article via ACS's subscription model.

**d. Workflow:** Grantee understands that the process flow for *OBP* is systematized through the Copyright Clearance Center (CCC). Accordingly,

- 1) Grantee will have an ACS *OBP* Token account with the CCC.
- 2) A Qualifying Author—whose status as a Qualifying Author has been identified at the time of manuscript submission—will be offered the *OBP* option upon ACS's acceptance of the article for publication. If the Qualifying Author selects such option, then the author will be directed to the CCC for the article to be processed as part of the *OBP*.
- 3) Simultaneously, an email providing notice will be sent to the Grantee designated administrator who will be required to approve or reject *OBP* publication of the article.
- 4) Once approved, a Token will be debited from the Grantee's annual balance. Tokens are used on a first ordered, first approved basis.
- 5) The CCC shall notify Qualifying Authors of the *OBP* publication status of their article(s)
- 6) The above-designated Creative Commons license will control third-party access to and use of the final published article.

**e. Definitive Articles of Record:** All ACS articles published under *OBP* 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.

**f. Reports:** Token balance and reports tracking articles published under the *OBP* will be available through self-service reporting tools provided in the Grantee's designated administrator's view in the CCC's ACS *OBP* program webpages. Information supplied will include Qualifying Author, Grantee, ORCID ID (if supplied by the author), article title, DOI, journal, and Token date.

**g. General:** ACS is not liable for any article not made open by ACS for an author who does not identify to ACS, during the manuscript submission process, the applicable name of the Grantee or the member institution, or otherwise does not meet at the time of submission the aforementioned criteria of a Qualifying Author[s].

## EXHIBIT ONE

### Creative Commons

#### CREATIVE COMMONS ATTRIBUTION 4.0 INTERNATIONAL PUBLIC LICENSE

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

#### Section 1 – Definitions.

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.
- b. **Adapter's License** means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Public License.
- c. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section 2(b)(1)-(2) are not Copyright and Similar Rights.
- d. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- e. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- f. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Public License.
- g. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- h. **Licensor** means the individual(s) or entity(ies) granting rights under this Public License.
- i. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- j. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- k. **You** means the individual or entity exercising the Licensed Rights under this Public License. **Your** has a corresponding meaning.

#### Section 2 – Scope.

- a. **License grant.**
  1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
    - A. reproduce and Share the Licensed Material, in whole or in part; and
    - B. produce, reproduce, and Share Adapted Material.

2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.
  3. Term. The term of this Public License is specified in Section 6(a).
  4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.
  5. Downstream recipients.
    - A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.
    - B. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.
  6. No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3(a)(1)(A)(i).
- b. **Other rights.**
1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
  2. Patent and trademark rights are not licensed under this Public License.
  3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties.

### Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. **Attribution.**

1. If You Share the Licensed Material (including in modified form), You must:
  - A. retain the following if it is supplied by the Licensor with the Licensed Material:
    - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
    - ii. a copyright notice;
    - iii. a notice that refers to this Public License;
    - iv. a notice that refers to the disclaimer of warranties;
    - v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
  - B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
  - C. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.
2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may



be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.

3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.
4. If You Share Adapted Material You produce, the Adapter's License You apply must not prevent recipients of the Adapted Material from complying with this Public License.

#### **Section 4 – Sui Generis Database Rights.**

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

- a. for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database;
- b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and
- c. You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

#### **Section 5 – Disclaimer of Warranties and Limitation of Liability.**

- a. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.
- b. To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.
- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

#### **Section 6 – Term and Termination.**

- a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.
- b. Where Your right to use the Licensed Material has terminated under Section 6(a), it reinstates:
  1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
  2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.
- d. Sections 1, 5, 6, 7, and 8 survive termination of this Public License.

#### **Section 7 – Other Terms and Conditions.**

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

**Section 8 – Interpretation.**

- a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.
- b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.

Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.