

AZ OXFORD ART ONLINE, OXFORD MUSIC ONLINE, OXFORD HANDBOOKS ONLINE, OXFORD ADATBÁZISHOZ VALÓ HOZZÁFÉRÉSRE IRÁNYULÓ SZOLGÁLTATÁSI SZERZŐDÉS

A jelen megállapodás létrejött a

Magyar Tudományos Akadémia Könyvtár és Információs Központ

(továbbiakban: Előfizető)

székhelye: 1051 Budapest, Arany János u. 1.

Adószám: HU15300289

Bankszámlaszám: 10032000-01447217-00000000

IBAN:HU45 1003 2000 0032 2946 0000 0000

képviseli: Dr. Monok István főigazgató

és

a The Chancellors Masters and Scholars of the University of Oxford trading as "Oxford University Press"

(a továbbiakban: Szolgáltató)

székhelye: Great Clarendon Street, Oxford, OX26 6DP, United Kingdom

Adószám: GB 125506730

Bankszámlaszám:

IBAN: GB59BARC20652688658899

képviseli: Graham Grant, Sales Director

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

PREAMBULUM

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.

SERVICE AND SUPPLY CONTRACT FOR OXFORD ART ONLINE, OXFORD MUSIC ONLINE AN OXFORD HANDBOOKS ONLINE

This agreement is entered between the

Library and Information Centre of the Hungarian Academy of Sciences

(hereinafter referred to as "Subscriber"),

seated at 1. Arany János u. Budapest, 1051

Tax number: HU15300289

Bank Account No.: 10032000-01447217-00000000

IBAN: HU45 1003 2000 0032 2946 0000 0000

represented by Dr. István Monok General Director

and

The Chancellors Masters and Scholars of the University of Oxford trading as "Oxford University Press"

(hereinafter referred to as Supplier)

seated at Great Clarendon Street, Oxford, OX26 6DP, United Kingdom

Tax number: GB 125506730

Bank Account No:

IBAN: GB59BARC20652688658899

Represented by Graham Grant, Sales Director

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.

PREAMBLE

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 Program to attend the operation of related tasks of the Electronic Information Service National Program 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 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 3. 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.

Napijegyes 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 Napijegyes olvasók részére nem megengedett.

Magyar EduID Föderáció

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 in the EIS National Programme by concluding the Legal Frame Agreement.

Authorized User

Authorized users at the higher education institutions are the students, staff either employed part time or full time or otherwise, and researchers and other staff of a Consortium Member Institutions affiliated with the Subscriber's sites listed in Appendix 3. 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 at the Authorized User Institutions permitted by the Subscriber to access the Subscribed Products.

Walk-in-User

Authorized Users also include individual 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 adatbázisaihoz a (meghatározás az 1. számú Mellékletben) a szerződés 3. számú mellékletében meghatározott Jogosult Felhasználók 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. Felek kifejezetten megállapodnak abban, hogy amennyiben Szolgáltató licenc-szerződést kíván alkalmazni a jelen szerződés teljesítésével összefüggésben, úgy a licenc szerződése, mint jelen szerződés 2. számú melléklete, kizárólag annyiban képezi a Felek közti megállapodás tárgyát, amennyiben az nem ellentétes a jelen szerződés bármely rendelkezésével.

I.4. A fenti dokumentumok közötti, ugyanazon kérdésre vonatkozó bármely eltérés, ellentmondás, értelmezési nehézség esetén a dokumentumok hierarchiája a következő: jelen szerződés, a közbeszerzési dokumentumok, Szolgáltató ajánlata, adott esetben Szolgáltató licenc szerződése.

I.5. Felek 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.

I.6. 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 a 3. sz. mellékletben szereplő Jogosult Felhasználóknak.

I. SUBJECT OF THE CONTRACT

I.1. The purpose of this contract is the subscription and access to electronic databases (defined in Appendix 1.) of the Supplier for the for the members of Authorized Users see attached in Appendix 3.

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 expressly agree that if Supplier intends to apply a licence agreement relating to the performance of this contract, then such licence agreement as Appendix 2., 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. In the event of any differences or discrepancies relating to the same issue, the order of priority of documents to clarify construction shall be as follows: this Agreement, public procurement documents, Supplier's Tender Offer, Supplier's Licence Agreement if applicable.

I.5. 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.

I.6. 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 Authorized Users as listed in Appendix 3. in relation to the Subscribed Products subject to the terms and conditions of this Agreement.

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

I.7. Kapcsolattartás

Az Előfizető fő kapcsolattartója:

név: Gaálné Kalydy Dóra, általános főigazgató-helyettes

tel. +36-1-4116292

e-mail: kalydy.dora@konyvtar.mta.hu

A Szolgáltató fő kapcsolattartója a következő:

Név: Schlogl Katalin

Tel. +44 (0) 1865 355469

e-mail: katalin.schlogl@oup.com /

SalesAgreements@oup.com

A vevőszolgálati kapcsolattartó:

Név: Online Subscriptions

Tel. +44 (0) 1865 353705

e-mail: OnlineSubscriptions@oup.com

The Subscriber shall promptly notify Supplier of any s changes and/or composition in the number of Authorized Users.

I.7. Communication

Subscriber's main contact person is as follows:

name: Dóra Gaálné Kalydy, deputy director general

tel. +36-1-4116292

e-mail: kalydy.dora@konyvtar.mta.hu

Supplier's primary contact is as follows:

Name: Katalin Schlogl

Tel: +44 (0) 1865 355469

e-mail: katalin.schlogl@oup.com /

SalesAgreements@oup.com

Contact person at Customer Service:

Name: Online Subscriptions

Tel: +44 (0) 1865 353705

e-mail: OnlineSubscriptions@oup.com

II. A SZERZŐDÉS IDŐBELI HATÁLYA

II.1. Jelen Megállapodás az aláírás napjától 2023. év december 31.-ig terjedő időszakra érvényes, és az előfizetett termék teljes és naprakész hozzáférése vonatkozik a 2023. 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 fizetéseképtelenné vált, kivéve, ha jogszabály ettől eltérően rendelkezik;
- 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.

II. DURATION OF CONTRACT

II.1. The term of this Agreement shall commence on the date of signature of this Agreement until 31, December 2023 and regards the access to the complete and updated content of subscribed products in year 2023. 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;
- 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.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.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.

III. AZ ELŐFIZETÉSI DÍJ

III.1. A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített összeg: **34 463 EUR**, a jelen szerződés 1. számú mellékletében részletezve. Az előfizetési díj nettó, általános forgalmi adót nem tartalmazó díj. A Magyarországon esedékes adókat az Előfizető viseli.

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.

IV. FIZETÉSI FELTÉTELEK

IV.1. A Szolgáltató a számlát az Előfizető által igazolt szerződésszerű teljesítést követően egy összegben, EUR-ban állítja ki.

IV.2. Felek a szerződés teljesítésének a jelen szerződés VI.1. pontjában foglalt feltétel teljesülését tekintik. Előfizető köteles a szerződésszerű teljesítéstől számított 8 napon

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. 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. 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.

III. LICENCE FEE

III.1. The Licence Fee for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **34 463 EUR** as set out in Appendix 1. The subscription price does not include VAT. Any applicable Hungarian taxes shall be borne by the Subscriber.

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. PAYMENT TERMS

IV.1. Invoice shall be issued in EUR in some amount 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

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. Bármilyen 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: Barclays Bank

A bankszámla száma: IBAN: GB59 BARC 206526 88658899

Swift kód: BARCGB22

contractual performance of the contract (certification of performance) within 8 days from the date of the performance. 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: Barclays Bank

Bank Account No. IBAN: GB59 BARC 206526 88658899

Swift code: BARCGB22

V. A SZOLGÁLTATÓ TELJESÍTÉSI KÖTELEZETTSÉGEI

V.1. A Szolgáltató az általánosnál nagyobb figyelmet köteles fordítani az Előfizető igényeinek kielégítésére, illetve köteles biztosítani az Előfizető részére – a szokásos üzletmenetben elvárható technikai és más lehetőségekhez képest – az optimális, szerződésszerű követelmények érvényesülését.

Szolgáltató az I.1. pont szerinti hozzáférési jogot a jelen szerződés aláírását követő 7 naptári napon belül köteles biztosítani akként, hogy ezen időtartamon belül saját felületéről elérhetővé teszi az Adatbázis teljes tartalmát korlátozás nélkül a Jogosult Felhasználók számára.

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 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 I.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.

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 a Felhasználó Intézmények számára a szolgáltatásban bekövetkező fennakadásokat az előfizető intézmények teljes IP tartományában, beleértve a távoli hozzáférést is az Előfizetett Termékre vonatkozóan.

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, minden további nap után Szolgáltató az éves előfizetési díj arányos részét köteles Előfizető számára megtéríteni. A jelen pont alapján visszatérítendő díj arányos része akként kerül megállapításra, hogy Felek a teljes Előfizetési díj összegét elosztják a teljes szerződéses időszakra vonatkozó teljesítéssel érintett napok számával, és a kapott összeget felszorozzák a szolgáltatás-kieséssel érintett napok számával azzal, hogy minden szolgáltatás-kieséssel megkezdett nap egész napnak számít. A jelen bekezdés szerinti igény érvényesítése nem zárja ki Előfizető jelen szerződés, vagy a vonatkozó jogszabályok alapján fennálló egyéb igényének érvényesíthetőségét.

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.

Access to the Subscribed Products shall be confirmed 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 use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

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, Subscriber shall reimburse Supplier for such problems in an amount that is proportional to the total Fees owed by Subscriber under this Agreement. The fee to be proportionately refunded as per this Section shall be calculated by dividing the full amount of the Fees by the number of days when performance is due under the whole term of the Agreement, and multiplying such amount by the number of days when access was not available, noting that each day commenced by some lack of service shall be accounted for as a whole day. The enforcement of said claim herein shall be without prejudice to the enforcement of any other claims under this Agreement or relevant laws.

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.

A Szolgáltató az Előfizetőnek és a Jogosult Felhasználóknak támogatást biztosít az 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: Online Subscriptions

Tel. +44 (0) 1865 353705

e-mail: OnlineSubscriptions@oup.com

Előfizető részéről a technikai hibajelentés az EISZ Titkárság munkatársai által az 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 60 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.

V.7. Szolgáltató negyedévente biztosítja Előfizető részére a címlistákat a teljes előfizetett termékről a legfrissebb KBART szabvány szerint. A Szolgáltató köteles negyedévente tájékoztatni előfizetőt az előfizetett termék jelen szerződés 1. számú mellékletéhez képest történt változásairól a KBART szabvány szerint.

Supplier will provide the Subscriber and its Authorized Users support through a helpdesk which can be reached online, 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: Online Subscriptions

Tel: +44 (0) 1865 353705

e-mail: OnlineSubscriptions@oup.com

Subscriber uses the email address 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 Licensor shall give notice of any such changes to Subscriber as soon as is practicable, but in no event less than 60 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 Authorized User 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.

V.7. Supplier shall provide Subscriber every calendar quarter with a complete list of the Subscribed Product (including comprehensive title information, structured in the most current KBART format, with any amendments highlighted), and of any amendments in comparison to the list of Material as set out in Appendix 1.

V.8. Távoli hozzáférés biztosítása érdekében a Szolgáltató tőle telhető módon vállalkozik a Shibboleth hitelesítés biztosítására.

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. Szolgáltató jogosult az előfizetett termékhez vagy annak egy részéhez a hozzáférést felfüggeszteni, vagy megszüntetni, amennyiben tudomására jut, hogy valamely Előfizető Intézmény jelen szerződésben foglalt felhasználási feltételeket nem tartja be. A hozzáférés felfüggesztése vagy megszüntetése jelen pontban rögzítettek fennállása esetén a további Előfizetői Intézmények hozzáférési jogát nem érinti.

V.8. In order to ensure remote access for the Authorized users, Supplier endeavor reasonable efforts to support Shibboleth Access.

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. The Supplier is entitled to terminate or suspend a Consortium Member Institution's access to the Subscribed Products or any portion thereof (in addition to any other available remedies) if the Consortium Member Institution commits a material breach of this Agreement. If a particular Consortium Member Institution's access to the Subscribed Products is terminated or suspended in accordance with this clause, access by the other Consortium Member Institutions will remain unaffected.

VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI

VI. RESPONSIBILITIES OF MEMBER INSTITUTIONS

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

VI.1. Each Authorized User and Subscriber may:

- 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 elemiet vagy azok részeit 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.
- nyomtatott vagy elektronikus másolatot nyújthat az Előfizetett Termékek különálló elemeiről más Jogosult Felhasználók és a jelen megállapodás körén kívül eső munkatársak részére azok tudományos munkájához vagy kutatásához; valamint

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products;
- incorporate items or extracts 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 Subscribed Product used in
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use; and

- ha a Jogosult Felhasználó könyvtáros vagy informatikus szakember, úgy más Jogosult Felhasználó kizárólagos használatára jogosult bizonyos cikkeket és könyvfejezeteket kölcsönözni.
- Adat- és szövegbányászat: automatizált eszközök és eljárások használatával adat- és szövegbányászatot folytathat tudományos, kutatási és oktatási célú szövegelemzés vonatkozásában. Az adat- és szövegbányászat eredménye nyilvánosságra hozható, kutatási célból közzétehető, azonban az így létrejött tudományos eredmények nem tekinthetők önálló terméknek és nem helyettesíthetik az Előfizetett Terméket.
- Előfizető jogosult nyomtatni és átadni az Előfizetett Termék elektronikus dokumentumainak egyes részeit annak érdekében, hogy az ún. "könyvtárközi kölcsönzés" keretében az Előfizető székhelye szerinti országban található nem kereskedelmi könyvtárak olvasóinak nem kereskedelmi, oktatási vagy kutatási igényeit teljesítse azzal, hogy az egyes példányok átadása postán, faxon, vagy biztonságos hálózaton (Ariel vagy annak megfelelő) keresztül történik és az elektronikus példány annak kézhezvétele és nyomtatása után törlésre kerül.
- 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.
- Text and Data mining: Authorized Users may apply automated tools and processes for the purposes of textual analysis within the context of scholarship, research and educational purposes. Members and Authorized Users may make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Subscribed Products.
- The Subscriber may supply another academic library which is part of a non-commercial organization, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from the Subscribed Product for that user's research or private study (and not for commercial use); such supply must be by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing.

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

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

VI.3. Archiválási jog: az Előfizető Intézmények elmenthetik és/vagy korlátlan ideig tárolhatják az Előfizetett termékek egyes részeit (csak az előfizetésből származó tartalom) a kizárólag jogosult felhasználók által biztonságos hálózaton keresztül hozzáférhető repozitóriumokban.

VI.3. Archival rights: Consortium member institutions may save and/or deposit in perpetuity parts of the Subscribed Product (content from paid subscription only) in electronic repositories on a Secure Network operated exclusively by the Institution, may access to and use of which is limited to Authorized Users.

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

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

- 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;
- 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;

- 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 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.
- 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 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. ZÁRÓ RENDELKEZÉSEK

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

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

VII. FINAL STIPULATIONS

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

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

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 Maior: 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 eljárásban előírt kizáró okok hatálya alatt álló alvállalkozót.

VII.9. 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.10. Ha a jelen szerződés egy vagy több rendelkezése érvénytelenné válna, úgy e körülmény az érvényes részeket nem érinti. Az érvénytelen részt úgy kell értelmezni,

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 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 states that it will not use any subcontractor subject to the grounds for exclusion specified in the public procurement procedure to performance of this contract.

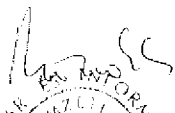
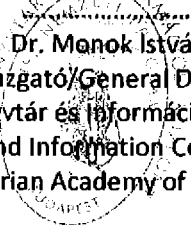
VII.9. The governing law of this contract shall be Hungarian law. This contract has been prepared in a Hungarian and an English version fully corresponding to each other. In case of any differences or discrepancies between the two versions, the English version shall prevail.


VII.10. 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 will be reinterpreted so as to

ahogyan az a szerződéskötő felek eredeti akarata szerint érthették, 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, 2023. 06. 22.


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

Előfizető/Subscriber


financial countersign / pénzügyi ellenjegyző

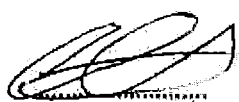
Mellékletek:

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

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.

Oxford, 2023. 06. 28.


Graham Grant
Sales Director
The Chancellors Masters and Scholars of the University of
Oxford trading as
"Oxford University Press"
Szolgáltató/Supplier



Appendices:

- Appendix 1: Subscribed Product
- Appendix 2: Licence Agreement
- Appendix 3: List of Consortium Member Institutions
- Appendix 4: Tender documentation

1. számú melléklet / Appendix 1.

ELŐFIZETETT TERMÉK / SUBSCRIBED PRODUCT

Előfizetett termék / Subscribed Product	Előfizetési időszak / Subscription period	Elérés / Access	Előfizetési díj / Licence Fee
Oxford Art Online	2023	oxfordartonline.com	3 944
Oxford Music Online	2023	oxfordmusiconline.com	13 068
Oxford Handbooks Online	2023	academic.oup.com/oxford-handbooks-online	17 451

Payment schedule	Előfizetési időszak / Subscription period	Invoice issue date
2023 annual licence fee	2023	As provisioned in Title IV. of the contract

2. számú melléklet / Appendix 2.
Szolgáltató licenc szerződése/ Agreement

OXFORD

UNIVERSITY PRESS

CONSORTIUM SUBSCRIPTION AGREEMENT

Explanatory note for Consortium

(This note does not form part of the legally binding agreement)

The following is a single framework agreement to cover purchase models for access to the OUP online product, that are offered under this agreement.

With the benefit of this framework agreement, you may efficiently make further purchases of our online products which purchases will automatically be governed by the terms of this agreement, without having to renew the agreement annually and without the need to maintain in a Schedule to the agreement a regularly updated list of publications with their start and end dates (although we can do this if it is important to you).

If you have any queries about the scope of the agreement, please contact salesagreements@oup.com.

COMMERCIAL TERMS

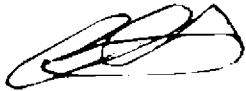
1. **EFFECTIVE DATE:** January 1st 2023
2. **PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom
3. **CONSORTIUM:** LIBRARY AND INFORMATION CENTRE OF THE HUNGARIAN ACADEMY OF SCIENCES of 1. Arany János U. Budapest, 1051
4. **CUSTOMER:** Each institution named in Schedule C, as amended from time to time in accordance with the terms of this Agreement (collectively, “Customers”).
5. **PUBLICATION(S):** The Online Products published online by the Publisher that are (i) listed in Schedule D; and/or (ii) listed in an invoice relating to this Agreement; and/or (iii) as otherwise agreed in writing by the Publisher and the Consortium.
6. **CHARGES:** The prices set out in (a) Schedule B; and/or (b) the Publisher’s invoices; and/or (c) as otherwise notified to the Consortium in writing, concerning, in each of the foregoing cases, (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, (iv) Renewal Fees, if relevant.
7. **SUBSCRIPTION AGENT:** N/A
8. **PAYING PARTY:** Consortium
9. **TERM:** The term of this Agreement, being a period commencing on the Effective Date and expiring 12 months thereafter.
10. **GOVERNING LAW:** Except to the extent, if any, that this agreement to the following is prohibited by the laws or regulations governing contracts with the Consortium or the Customer, this Agreement will

be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under this Agreement.

THE CONSORTIUM REPRESENTS AND WARRANTS THAT IT IS AUTHORISED TO ACT AS AGENT FOR EACH AND EVERY CUSTOMER.

THE PUBLISHER, THE CONSORTIUM AND EACH CUSTOMER (THROUGH THE AGENCY OF THE CONSORTIUM) EACH ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED SCHEDULES, EXHIBITS AND ANNEXES. REFERENCES TO "CUSTOMER" SHALL BE CONSTRUED AS A REFERENCE TO EACH AND EVERY CUSTOMER INDIVIDUALLY.

Signed by



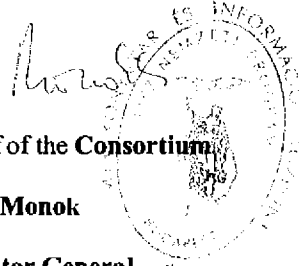
For and on behalf of the **Publisher**

Name: GRAHAM GRANT

Position: SALES DIRECTOR

Date: 28 June 2023

Signed by



For and on behalf of the **Consortium**

Name: Istvan Monok

Position: Director General

Date: 28 June 2023



OXFORD
UNIVERSITY PRESS

CONSORTIUM TERMS AND CONDITIONS

1. COMMENCEMENT AND TERM

- 1.1. This Agreement will commence upon its execution by both parties and will continue thereafter for the Term, unless sooner terminated in accordance with the terms and conditions hereunder; provided that, with respect to any Customers' purchases of Publications, the term of each such Customer's access to the relevant Publications will continue for the relevant Publication Term and, insofar as any such Publication Term may be after the end of the Term, the Consortium's obligations hereunder will continue with respect to each such Customer until each Customers' Publication Term has expired. For purposes of clarity, this Agreement will apply to all orders for Publications placed by the Customer that are accepted by the Publisher during the Term.
- 1.2. Regardless of when this Agreement commences or terminates, the Customer and Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which in any case will be subject to the posted privacy policy and terms of the relevant Publication(s).
- 1.3. An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).

2. DEFINITIONS

2.1 In this Agreement the following words shall have the following meanings:

"Authorised User"	an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network, and who is either (i) a current student, faculty member, library patron, employee or contractor of the Customer; or (ii) an individual physically present on the Customer's premises
"Charges"	means the charges payable to OUP by the Consortium hereunder as more fully described in clause 3 of this Agreement;
"Commercial Use"	use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
"Concurrency Restriction"	for each Publication, respectively, the maximum number of permitted concurrent Authorised Users for that Publication, if applicable, as specified in Schedule C and/or in the relevant invoice and/or as otherwise agreed in writing
"Consortium"	as defined at Consortium in the Commercial Terms above
"Content-Specific Terms"	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication

"Customer"	as defined at Customer in the Commercial Terms above
"Customer Terms and Conditions"	the terms and conditions attached to this Agreement as Schedule A, which govern the access and use of the Publications by each Customer and its Authorised Users.
"Hosting Fees"	the fees payable for hosting services as further described in Annex 1 to the Customer Terms and Conditions
"Legal Notice"	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication's homepage
"Material"	any abstract, article, index, advertising, or other material contained in the Publications and accessed online
"Non-Commercial Text And Data Mining"	Text And Data Mining for the sole purpose of research for a non-commercial purpose
"Online Products"	the online version of Publisher's publications listed in (i) Schedule C to the Customer Terms and Conditions; and/or (ii) an invoice relating to the Customer Terms and Conditions and/or (iii) otherwise agreed in writing

by both parties to be added to the Customer Terms and Conditions

"Paying Party"	as defined at Paying Party in the Commercial Terms above
"Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of the Customer Terms and Conditions and in the Legal Notice for that Publication
"Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Customer's order for such Publications is received by the Publisher
"Publication Term"	as defined in Clause 2.1 of the Customer Terms and Conditions
"Publications"	means those online products listed in Schedule D designated as included in this Agreement;
"Publisher"	as defined at Publisher in the Commercial Terms above
"Renewal Fees"	the fees payable for renewal of access to Subscription Publications as further described in Clause 5.4 below
"Secure Network"	a network (whether a stand alone network or a virtual network within the Internet, accessible offsite) which is accessible only to Authorised Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorised Users is not a Secure Network
"Server"	either the Publisher's server or a third party server designated by the Publisher on which the Publications are mounted and through which the Customer and its Authorised Users may gain access to the Publications by means of the World Wide Web
"Subscription Agent"	if/as specified at Subscription Agent in the Commercial Terms above

"Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as specified in Schedule C and/or in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in the Customer Terms and Conditions
"Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that Publication and expiring on the Subscription End Date for that Publication as specified in Schedule C and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with the Customer Terms and Conditions
"Subscription Publication"	a Publication which is purchased on a subscription basis
"Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule C and/or in the relevant invoice, or as otherwise agreed in writing
"Term "	means the term of this Agreement, being a period commencing on January 1st 2023 and expiring on December 31st 2023.
"Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion
"Update Fees"	the fees payable for access to Updates as further described in Annex 1

3. RESPONSIBILITIES OF OUP

- 3.1 OUP agrees to enter into an Institution Agreement with each Customer listed on Schedule C in respect of the Publications selected by that Institution, as listed in Exhibit B, for the Term.**
- 3.2 In consideration of the payment by the Paying Party of the relevant Charges due with respect to a given Customer, the Publisher agrees to provide that Customer and its Authorised Users with access to the Publications for the relevant Publication Term(s) in accordance with the Customer Terms and Conditions.
- 3.3 OUP agrees to make available to the Consortium the monthly usage statistics that are made available to all Customers pursuant to clause 4.2 of the Customer Terms and Conditions.
- 3.4 The Publisher may at any time withdraw access to any Customer that is in breach of the Customer Terms and Conditions or whose Charges have not been paid as due. For the avoidance of doubt any such withdrawal of access will not entitle the Consortium or Customer to any rebate of Charges.

4. RESPONSIBILITIES OF THE CONSORTIUM

- 4.1 The Consortium agrees and undertakes to procure that each of the Customers shall agree to the Customer Terms and Conditions (whether directly or through the agency of the Consortium, as applicable) *and where the Paying Party is the Customer*, the Consortium further agrees and undertakes to use its best efforts to ensure that each of the Customers pays its Charges to the Publisher.
- 4.2 The Consortium shall, prior to the Publication Term, provide to the Publisher the relevant access control details relating to each Customer, and the Consortium shall notify the Publisher in writing of any changes to such details.
- 4.3 The Consortium agrees to promote and publicise the availability of the Publications to all its member institutions throughout the Term.
- 4.4 No later than 60 days prior to the end of each year of the Term, the Consortium will provide the Publisher with a revised Schedule C listing the names of the Consortium's member institutions wishing to purchase access to any of the Publications for the next year of the Term, together with a list of the Publications selected by such member institutions for the following year, and Schedule C and Schedule D, respectively, shall be deemed amended accordingly and, upon payment of the relevant Charges by the Paying Party, the Customer Terms and Conditions with respect to each such member/Customer and its Authorised Users for access to and use of the Publications for that next year will be deemed agreed (through the agency of the Consortium, in the case of the Customers).

5. PAYMENT OF THE CHARGES

- 5.1 If the Consortium is purchasing Publications through a Subscription Agent, the Paying Party will pay the Charges for those Publications to the Subscription Agent. If the Subscription Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof and/or the OA Account or may terminate this Agreement without liability to the Consortium, and the Consortium further agrees that its sole remedy in such circumstances would be against the Subscription Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.3 Where the Paying Party is the Consortium: the Consortium agrees to pay the Publisher the Charges irrespective of whether the Consortium collects any payment from any/all of the Customers. If the Consortium fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Consortium or to any Customer, and the Consortium and Customers, respectively, agree that the sole remedy in such circumstances would be the Customers' remedies against the Consortium and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.

- 5.4 In the case of Subscription Publications, no later than 60 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Consortium of the Renewal Fees for a new agreed term as agreed by the parties, and shall invoice the Paying Party for this amount. Upon payment of such Renewal Fees, the Subscription Period will be extended by that further period. Payment for that period will be due to the Publisher within 30 days from the date of the invoice.
- 5.5 The Charges and (for Subscription Publications) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorised Users.
- 5.6 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges and (for Subscription Publications) Renewal Fees for the relevant Subscription Period have been received by the Publisher.
- 5.7 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Paying Party following delivery of a valid invoice from the Publisher.
- 5.8 The Paying Party shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Paying Party is required to make such deduction and/or withholding, the Paying Party shall formally notify the Publisher before any such deduction and/or withholding is made and paid to the authority concerned and further shall at the written request of the Publisher, assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Paying Party may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2 The Customer acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

7 ETHICAL CONDUCT

7.1 The Consortium represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to fraud, bribery, corruption or any related matter.

7.2 The Consortium represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of the Publisher:

7.2.1 to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or

7.2.2 to any Official to influence that Official in connection with obtaining business or a business advantage for them or for any of the Publisher or its Affiliates.

7.3 The Consortium shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in clause 7.2 to obtain or retain business or a business advantage for them or for any of the Publisher or its Affiliates.

7.4 The Consortium shall promptly report any apparent breach of clauses 7.1 or 7.2 to the Publisher.7.5 The Consortium shall comply with the OUP Partner Code of Conduct, as provided to the Consortium and as updated by the Publisher from time to time, in execution of any services for or on behalf of the Publisher.

7.6 Publisher shall have the right to terminate this Agreement immediately on written notice, without liability, for breach of clauses 7.1 or 7.2.

7.7 In this clause 7:

7.7.1 "Official" shall mean (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank; and

7.7.2 "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.

7.7.3 the record keeping, audit and other related provisions set out in Clause 7.8 shall continue for six years after termination of this Agreement.

7.8 The Consortium shall:

- 7.8.1 maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Consortium to take adequate procedures pursuant to Clause **Error! Reference source not found.** and make such records available to the Publisher, its advisors and auditors on reasonable notice;
- 7.8.2 co-operate with the Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this Clause **Error! Reference source not found.**; and
- 7.8.3 answer, in reasonable detail, any written or oral inquiry from Publisher related to the Consortium's compliance with this clause 7; and

8 TERMINATION

8.1 If a party commits a material breach of this Agreement (and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written formal request from the other party to do so), then the other party may terminate this Agreement with immediate effect by giving the breaching party formal written notice of termination. Termination of this Agreement by the Publisher due to a breach by the Paying Party of Clause 5.1 above, or Clauses 2.3 and 3.3 of the Customer Terms and Conditions will also entitle the Publisher to terminate each Customer's access pursuant to this Agreement, irrespective of whether the Paying Party has made any payment to the Publisher in respect thereof. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.

The Publisher reserves the right to withdraw from the Publications and/or cease providing hosting services for content that it no longer retains the right to provide or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable without incurring any liability to the Consortium or the Customer. Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the parties accruing up to the date of termination.

9 representations and warranties
 9.1 The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Customers and their respective Authorised Users, and that access to and use of the Publications pursuant to the terms of this Agreement and the Customer Terms and Conditions does not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party.

9.2 The Consortium, on behalf of itself and each of the Customers, represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Consortium has the full power and authority to sign this Agreement on behalf of the Consortium and the Customers and to bind the Consortium and the Customers to their respective obligations under this Agreement.

9.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY,

SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.

9.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM OR ANY CUSTOMER, AUTHORISED USER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.

9.5 THE CONSORTIUM AGREES ON ITS OWN BEHALF AND ON BEHALF OF THE CUSTOMERS THAT THE ENTIRE LIABILITY OF THE PUBLISHER TO THE CONSORTIUM, CUSTOMERS AND/OR THE RESPECTIVE CUSTOMERS' AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS WILL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE PUBLISHER UNDER THIS AGREEMENT FOR ACCESS TO THE RELEVANT PUBLICATIONS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.

9.6 THE CONSORTIUM WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH OF THE CUSTOMERS THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CUSTOMER TERMS AND CONDITIONS, AND THAT EACH OF THE CUSTOMERS WILL BE PROVIDED WITH A COPY OF THE CUSTOMER TERMS AND CONDITIONS PRIOR TO THE START OF THE RELEVANT PUBLICATION TERM.

9.7 THE CONSORTIUM SHALL DEFEND, INDEMNIFY, AND HOLD PUBLISHER HARMLESS AGAINST ALL CLAIMS, SUITS, PROCEEDINGS, LOSSES, LIABILITIES, AND DAMAGES (INCLUDING COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES) ARISING FROM (I) ANY UNAUTHORISED USE OR DISSEMINATION OF THE PUBLICATION(S) BY THE CONSORTIUM OR CUSTOMER OR AUTHORISED USERS AND (II) ANY VIOLATION OF THIS AGREEMENT OR OF ANY THIRD-PARTY'S RIGHTS BY THE CUSTOMER OR AUTHORISED USERS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT, VIOLATION OF ANY PROPRIETARY RIGHT AND INVASION OF ANY PRIVACY RIGHTS.

10 TAX COMPLIANCE

10.1 Neither party shall engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

11 GENERAL

- 11.1 This Agreement is personal to the Consortium and the respective Customers (through the agency of the Consortium) and neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or sublicensed by the Consortium or by any Customer without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 11.2 Where expressly stated, formal notices (including but not limited to legal documents) required to be given under this Agreement will be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned may from time to time designate by notice pursuant to this Clause. Such notices will be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All formal notices to Publisher shall be marked for the attention of the Group Legal Director.
- 11.3 Subject to Clause 11.4, this Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter. The terms and conditions of this Agreement may only be varied by an authorised official of the Publisher, in writing. Except as provided above, the terms and conditions of this Agreement override all conditions provided by the Consortium or any Customer.
- 11.4 Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 11.5 This Agreement may be amended:
- 11.5.1 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Consortium will have thirty (30) days' prior written notice of any such proposed amendment and the Consortium will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Consortium's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and

11.5.2 by agreement in writing executed by all parties.

Notice of any proposed amendments to this Agreement may be delivered to the Consortium by the Publisher electronically through the Publisher's online customer support account management system. 11.6

Notwithstanding anything to the contrary herein, neither the Consortium nor the Publisher will be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

11.7 No provision of this Agreement is intended to be enforceable by by any third party.

11.8 The rights of the parties arising under this Agreement will not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party will not be construed as a waiver of any other rights or of any other further breach.

11.9 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

SCHEDULE A- CUSTOMER TERMS AND CONDITIONS

1. COMMENCEMENT AND ANNEXES

All defined terms can be found in the Consortium Terms and Conditions at Clause 2.

- 1.1 The Customer and its Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s).
- 1.2 Any order placed by the Customer for access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a subscription basis subject to the terms of these Customer Terms and Conditions. The Customer is responsible for ensuring that the terms of its order(s) are complete and accurate.
- 1.3 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).

2. GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE

In these Customer Terms and Conditions, "Publication Term" will mean:

- 1.1.1 for each Subscription Publication, the Subscription Period for that Publication; and
- 2.2 For each Publication, respectively, during the relevant Publication's Publication Term, the Customer may allow its Authorised Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of these Customer Terms and Conditions, including the restrictions listed in Clause **Error! Reference source not found.** below) to:
 - 2.2.1 access the Server by means of a Secure Network in order to search the Publications and to view, retrieve, and display portions thereof;
 - 2.2.2 save and print out single copies of portions of the Publication for personal use;
 - 2.2.3 *if the Customer is an academic institution*, incorporate links to the Publication in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit (provided that no person other than an Authorised User may use such links);
 - 2.2.4 *if the Customer is an academic library or library which is part of a non-commercial organisation, the Customer may supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from a Publication for that patron's research or private study (and not for Commercial Use), provided that:*
 - 2.2.4.1 such copy is provided in response to the recipient library's request therefor;
 - 2.2.4.2 if the Customer charges the recipient library for such copy, then the sum charged is calculated by reference to the costs attributable to the production of the copy;
 - 2.2.4.3 such supply is by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing; and
 - 2.2.4.4 at the time of making the copy, the Customer does not know, nor could it reasonably find out, the name and address of a person entitled to authorise the making of such copy.
 - 2.2.5 *if the Customer is an academic institution*, permit an Authorised User to make a copy of the Publication(s) or portions thereof in order for that Authorised User to carry out Non-Commercial Text And Data Mining in relation to the Publication(s) or portions thereof, provided that:

- 2.2.5.1 any such copy is made solely in order for that Authorised User to carry out such Non-Commercial Text and Data Mining;
- 2.2.5.2 any such copy is accompanied by a sufficient acknowledgement, including without limitation acknowledgement if any results of such Non-Commercial Text and Data Mining are published;
- 2.2.5.3 any such copy is not transferred to any other person, nor is any such copy used for any purpose other than as provided in sub-Clause 2.2.5.1 above (in either of the foregoing cases, unless the Publisher provides prior written consent);
- 2.2.5.4 any such copy is promptly destroyed once it is no longer necessary for the relevant Non-Commercial Text and Data Mining;
- 2.2.5.5 the Authorised User complies with all Publisher usage policies communicated to the Authorised User or made available to Authorised User, including without limitation any security measures and conditions of access; and
- 2.2.5.6 for any additional access beyond that permitted above, Authorised Users must apply for whitelisting via Data.Mining@oup.com.

2.3 Provided that nothing in these Customer Terms and Conditions will limit the Customer's or an Authorised Users' rights under applicable copyright laws, the Customer and its Authorised Users may not:

- 2.3.1 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
- 2.3.2 systematically make printed or electronic copies of multiple extracts of the Publications for any purpose;
- 2.3.3 display or distribute any part of the Publications on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network;
- 2.3.4 permit anyone other than Authorised Users to access or use the Publications;
- 2.3.5 use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.4, with respect to each Publication, the rights granted in Clause 0 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, and/or (c) Content-Specific Terms.

2.4 In the case of any conflict or ambiguity between:

- 2.4.1 the Permitted Use specified in this Clause **Error! Reference source not found.** and the Permitted Use specified in the Legal Notice for any Publication, this Clause **Error! Reference source not found.** will take precedence in respect of that Publication; and
- 2.4.2 the Permitted Use and the Content-Specific Terms for any portion of any Publication, the Content-Specific Terms will take precedence in relation to that portion of the Publication.

3 ACCESS AND SECURITY

3.1 If the Publisher is hosting the Publications:

- 3.1.1 in order to provide access to Online Products, the Customer shall provide, in the manner requested by the Publisher (which may include entering information in an online registration system), with the information needed to activate and maintain access to the Online Products, including prompt reporting of any additions, deletions or other alterations to the information supplied. Delay in provision of such information will not affect the commencement date of these Customer Terms and Conditions, nor the Publication Term of any Publication.

- 3.2 The Customer will obtain and maintain during the term of these Customer Terms and Conditions at its cost all telecommunications and other equipment and software (including relevant licenses) needed to access the Publications online via the Customer's Secure Network.

2.4.1

- 3.3 The Customer shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Customer and its Authorised Users in these Customer Terms and Conditions. In particular the Customer shall notify all Authorised Users that the Publications are protected by copyright and the Authorised Users' access to and use of the Publications is subject to the restrictions and obligations contained in these Customer Terms and Conditions.
- 3.4 The Customer will notify Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorised use of any Password(s) by email to the following address: privacy@oup.com; (b) any breach of the Secured Network that could compromise the security or integrity of the Publications or Password(s) by email to the following address: privacy@oup.com; or (c) any breach by an Authorised User of the terms of this Agreement by email to the following address: salesagreements@oup.com and by formal notice in writing to the Group Legal Director..
- 3.5 The obligations in this Clause 3 are designed to protect the security and authorised use of the Publications. The Publisher is reliant on the Customer fulfilling its obligations under these Customer Terms and Conditions in order to accomplish this goal and, accordingly, upon the Publisher's request, the Customer shall terminate access to the Publications by any Authorised User whose actions or omissions contravene these Customer Terms and Conditions.
- 3.6 The Publisher reserves the right to suspend the Customer's access to the Publications or any portion thereof (in addition to any other available remedies) if:
- 3.6.1 the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with these Customer Terms and Conditions (including, without limitation, in breach of this Clause 3 or Clause 2.3.3); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or
- 3.6.2 the Customer commits a material breach of these Customer Terms and Conditions.

4. RESPONSIBILITIES OF PUBLISHER

- 4.1 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:
- 4.1.1 to make each Publication available online to the Customer throughout that Publication's Publication Term;
- 4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current industry standards for publishers publishing materials online;
- 4.1.3 to restore the Customer's access to the Publications as soon as possible in the event of an interruption or suspension of the service; and
- 4.1.4 to provide, or arrange for a third party to provide, customer support services to Authorised Users.
- 4.2 To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Customer) and subject to the last sentence of this Clause, the Publisher will make available to the Customer monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Customer's Authorised Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at <https://cop5.projectcounter.org/en/5.0.2>). The Customer acknowledges that the Publisher will not be able to provide accurate usage reports if the Customer stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway

le.

5 PAYMENTS OF THE CHARGES

- 5.1 In consideration of the Publisher granting access to and permitting use of the Publications by the Customer and its Authorised Users as provided in these Customer Terms and Conditions, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of an appropriate invoice.
- 5.2 Where the Paying Party is the Consortium: The Consortium has agreed to pay to the Publisher the total Charges due to the Publisher and no additional charges are due by the Customer to the Publisher in respect of these Customer Terms and Conditions.
- 5.3 Where the Paying Party is the Customer: If the Customer fails to pay the Charges due in respect of the relevant Publication Period, then the Publisher may increase the Charges payable by each of the other Customers for that Publication Period, according to the number of Customers that have entered into this Agreement and paid the Charges.
- 5.4 If the Customer is purchasing Publications through a Subscription Agent, the Paying Party will pay the Charges for those Publications to the Subscription Agent. If the Subscription Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Customer, and the Customer further agrees that its sole remedy in such circumstances would be against the Subscription Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.5 In the case of Subscription Publications, no later than 60 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Consortium of the Renewal Fees for a new agreed term as agreed by the parties, and shall invoice the Paying Party for this amount. Upon payment of such Renewal Fees, the Subscription Period will be extended by that further period. Payment for that period will be due to the Publisher within 30 days from the date of the invoice.
- 5.6 The Charges and (for Subscription Publications) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorised Users.
- 5.7 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges and (for Subscription Publications) Renewal Fees for the relevant Subscription Period have been received by the Publisher.
- 5.8 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Paying Party following delivery of a valid invoice from Publisher.'
- 5.9 The Paying Party shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Paying Party is required to make such deduction and/or withholding, the Paying Party shall formally notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Paying Party may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the

Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use the Publications in accordance with the terms and conditions of this Agreement.

- 6.2 The Customer acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

SCHEDULE B

CHARGES

3. <u>Year</u>	4. <u>Total</u>
5. 2023	6. €34,463

SCHEDULE C**CUSTOMERS**

Oxford Art Online		
	Intézmény	Institution
1	Bölcsészettudományi Kutatóközpont	Research Centre for the Humanities
2	Pécsi Tudományegyetem	University of Pécs
Oxford Music Online		
	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
3	Liszt Ferenc Zeneművészeti Egyetem	Liszt Ferenc Academy of Music (University)
4	Magyar Táncművészeti Egyetem	Hungarian Dance Academy
5	Pécsi Tudományegyetem	University of Pécs
6	Szegedi Tudományegyetem	University of Szeged
Oxford Handbooks Online (OHO) – Archaeology		
	Intézmény	Institution
1	Magyar Nemzeti Múzeum	Hungarian National Museum
Oxford Handbooks Online (OHO) – Business and Management		
	Intézmény	Institution
1	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
2	Neumann János Egyetem	John von Neumann University
3	Pécsi Tudományegyetem	University of Pécs
Oxford Handbooks Online (OHO) – Criminology and Criminal Justice		
	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Nemzeti Közszolgálati Egyetem	National University of Public Service
3	Országos Kriminológiai Intézet	National Institute of Criminology
Oxford Handbooks Online (OHO) – Economics and Finance		
	Intézmény	Institution
1	Közgazdaság- és Regionális Tudományi Kutatóközpont	Centre for Economic and Regional Studies
2	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
3	Neumann János Egyetem	John von Neumann University

4	Pécsi Tudományegyetem	University of Pécs
	Oxford Handbooks Online (OHO) – History	
	Intézmény	Institution
1	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
	Oxford Handbooks Online (OHO) – Law	
	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
3	Nemzeti Közzolgálati Egyetem	National University of Public Service
4	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
	Oxford Handbooks Online (OHO) – Linguistics	
	Intézmény	Institution
1	Nyelvtudományi Kutatóközpont	Research Institute for Linguistics
	Oxford Handbooks Online (OHO) – Music	
	Intézmény	Institution
1	Tokaj Hegyalja Egyetem	University of Tokaj
	Oxford Handbooks Online (OHO) – Physical Sciences	
	Intézmény	Institution
1	Nemzeti Közzolgálati Egyetem	National University of Public Service
	Oxford Handbooks Online (OHO) – Political Science	
	Intézmény	Institution
1	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
2	Nemzeti Közzolgálati Egyetem	National University of Public Service
	Oxford Handbooks Online (OHO) – Religion	
	Intézmény	Institution
1	A Tan Kapuja Buddhista Főiskola	Dharma Gate Buddhist College
2	Baptista Teológiai Akadémia	Baptist Theological Seminary (Budapest)
	Oxford Handbooks Online (OHO) – Sociology	
	Intézmény	Institution
1	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design
2	Nemzeti Közzolgálati Egyetem	National University of Public Service

SCHEDULE D

PUBLICATIONS

SUBSCRIPTION PUBLICATIONS

Online Products

Oxford Art Online
Oxford Music Online
Oxford Handbooks Online (OHO) – Archaeology
Oxford Handbooks Online (OHO) – Business and Management
Oxford Handbooks Online (OHO) – Criminology and Criminal Justice
Oxford Handbooks Online (OHO) – Economics and Finance
Oxford Handbooks Online (OHO) – History
Oxford Handbooks Online (OHO) – Law
Oxford Handbooks Online (OHO) – Linguistics
Oxford Handbooks Online (OHO) – Music
Oxford Handbooks Online (OHO) – Physical Sciences
Oxford Handbooks Online (OHO) – Political Science
Oxford Handbooks Online (OHO) – Religion
Oxford Handbooks Online (OHO) – Sociology

3. számú melléklet / Appendix 3.

Előfizető Intézmények listája / List of Consortium Member Institutions

Oxford Art Online		
	Intézmény	Institution
1	Bölcsészettudományi Kutatóközpont	Research Centre for the Humanities
2	Pécsi Tudományegyetem	University of Pécs
Oxford Music Online		
	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
3	Liszt Ferenc Zeneművészeti Egyetem	Liszt Ferenc Academy of Music (University)
4	Magyar Táncművészeti Egyetem	Hungarian Dance Academy
5	Pécsi Tudományegyetem	University of Pécs
6	Szegedi Tudományegyetem	University of Szeged
Oxford Handbooks Online (OHO) – Archaeology		
	Intézmény	Institution
1	Magyar Nemzeti Múzeum	Hungarian National Museum
Oxford Handbooks Online (OHO) – Business and Management		
	Intézmény	Institution
1	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
2	Neumann János Egyetem	John von Neumann University
3	Pécsi Tudományegyetem	University of Pécs
Oxford Handbooks Online (OHO) – Criminology and Criminal Justice		
	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Nemzeti Közszerzői Egyetem	National University of Public Service
3	Országos Kriminológiai Intézet	National Institute of Criminology
Oxford Handbooks Online (OHO) – Economics and Finance		
	Intézmény	Institution
1	Közgazdaság- és Regionális Tudományi Kutatóközpont	Centre for Economic and Regional Studies
2	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium

3	Neumann János Egyetem	John von Neumann University
4	Pécsi Tudományegyetem	University of Pécs
	Oxford Handbooks Online (OHO) – History	
	Intézmény	Institution
1	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
	Oxford Handbooks Online (OHO) – Law	
	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
3	Nemzeti Közzolgálati Egyetem	National University of Public Service
4	Pázmány Péter Katolikus Egyetem	Pázmány Peter Catholic University
	Oxford Handbooks Online (OHO) – Linguistics	
	Intézmény	Institution
1	Nyelvtudományi Kutatóközpont	Research Institute for Linguistics
	Oxford Handbooks Online (OHO) – Music	
	Intézmény	Institution
1	Tokaj Hegyalja Egyetem	University of Tokaj
	Oxford Handbooks Online (OHO) – Physical Sciences	
	Intézmény	Institution
1	Nemzeti Közzolgálati Egyetem	National University of Public Service
	Oxford Handbooks Online (OHO) – Political Science	
	Intézmény	Institution
1	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
2	Nemzeti Közzolgálati Egyetem	National University of Public Service
	Oxford Handbooks Online (OHO) – Religion	
	Intézmény	Institution
1	A Tan Kapuja Buddhista Főiskola	Dharma Gate Buddhist College
2	Baptista Teológiai Akadémia	Baptist Theological Seminary (Budapest)
	Oxford Handbooks Online (OHO) – Sociology	
	Intézmény	Institution
1	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design

2 | Nemzeti Közszolgálati Egyetem

| National University of Public Service

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.