

**A TAYLOR AND FRANCIS
ADATBÁZISÁHOZ 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

képviseli: Dr. Monok István főigazgató

és

az **EBSCO GmbH** (a továbbiakban: Szolgáltató)

székhelye: Ignaz-Köck Strasse 9, 1210 1, Bécs, Ausztria

Adószám: 26967293-2-51; ATU 14893203

Bankszámlaszám:

Deutsche Bank, Wien

IBAN: AT671910000031898001

BIC: DEUTATWW

képviseli: Cary Alan Bruce, Ügyvezető igazgató

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

PREAMBULUM

Az Elektronikus Információs szolgáltatás 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 Információs szolgáltatás Nemzeti Program működtetésével kapcsolatos feladatokat. Jelen szerződés megkötésére az Elektronikus Információs szolgáltatás Nemzeti Program keretében kerül sor a résztvevő tagintézmények, mint előfizetői kör nevében és javára.

ÉRTELMEZŐ RENDELKEZÉSEK

Előfizető intézmény

**SERVICE AND SUPPLY CONTRACT FOR
TAYLOR AND FRANCIS ONLINE DATABASE**

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

represented by Dr. István Monok General Director

and

EBSCO GmbH (hereinafter referred to as Supplier)

seated at Ignaz-Köck Strasse 9, 1210, Vienna, Austria

Tax number: 26967293-2-51; ATU 14893203

Bank Account No.:

Deutsche Bank, Wien

IBAN: AT671910000031898001

BIC: DEUTATWW

represented by Cary Alan Bruce, General manager

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 Programme to attend the operation of related tasks of the Electronic Information Service National Programme under the control of his public bodies corporate budget, with the involvement of the Library and Information Centre of the Hungarian Academy of Sciences. This agreement is entered by the Electronic Information Service National Programme in the name and on behalf of the consortium member institutions.

DEFINITIONS

Consortium Member Institution

Előfizető intézmény az a 3. számú mellékletben szereplő magyarországi vagy határainkon túli magyar közintézmény, nonprofit intézmény és egyházi intézmény, amely a Jogi keretmegállapodás aláírásával csatlakozott az EISZ Nemzeti Programhoz.

Jogosult felhasználó

Jogosult felhasználók a jelen megállapodás 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 vagy EduGAIN Federációk 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.

Előfizetett termék

Jelen szerződés 1. számú mellékletében meghatározott elektronikus tudományos tartalom.

I. A SZERZŐDÉS TÁRGYA

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

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

Consortium member institutions, namely Hungarian public institutions, not-for-profit institutions and church institutions located in Hungary or crossborders of Hungary, joined the EISZ National Programme by concluding the Legal Frame Agreement, as listed in Appendix 3.

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 or EduGAIN Federations. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products to Walk-in Users is not permitted.

Subscribed Product

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

I. SUBJECT OF THE CONTRACT

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

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

- 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.

Szolgáltató licenc-szerződést kíván alkalmazni a jelen szerződés teljesítésével összefüggésben, amely a 2. sz. mellékletet képezi. Ezen licencszerződés a tartalom kiadója által készített szerződés.

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 Előfizető intézmények számára.

Az Előfizető köteles Szolgáltatót haladéktalanul értesíteni a Jogosult Előfizető 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:

- 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.

Supplier intends to apply a licence agreement relating to the performance of this contract, which is to be found as Appendix 2. This Licence Agreement is generated by the publisher of the content.

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 Consortium Member Institutions in relation to the Subscribed Products subject to the terms and conditions of this Agreement.

The Subscriber shall promptly notify Supplier of any changes and/or composition in the number of Consortium Member Institutions.

I.7. Communication

Subscriber's main contact person is as follows:
name: Dóra Gaálné Kalydy, deputy director general
tel. +36 1 411 6325
e-mail: kalydy.dora@konyvtar.mta.hu

Supplier's primary contact is as follows:

Név: Stepan Petrus
 Tel. + 420234700640
 e-mail: spetrus@ebsco.com

Name: Stepan Petrus
 Tel. + 420234700640
 e-mail: spetrus@ebsco.com

A vevőszolgálati kapcsolattartó:
 Név: Váraljai Emőke
 Tel. -
 e-mail: evaraljai@ebsco.com

Contact person at Customer Service:
 Name: Emőke Váraljai
 Tel. -
 e-mail: evaraljai@ebsco.com

II. A SZERZŐDÉS IDŐBELI HATÁLYA

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

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

Ilyen súlyos szerződésszegések lehetnek az alábbiak:

- Felek valamelyike ellen csőd-, vagy felszámolási eljárás indult, vagy egyébként 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.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

II. DURATION OF CONTRACT

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

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

Material breaches of the contract are especially the followings:

- in case of bankruptcy, liquidation or insolvency of any of the Parties— except for cases specified by related law;
- 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 no service for 30 days long of no continuous access to the content.

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

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.

II. AZ ELŐFIZETÉSI DÍJ

III.1. A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített összeg: 459 377 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-ben állítja ki.

IV.2. Felek a szerződés teljesítésének a jelen szerződés VI.1. pontjában foglalt feltétel teljesülését tekintik. Előfizető köteles a Kbt. 135. § (1) bekezdése alapján a szerződésszerű teljesítéstől számított 8 napon belül a teljesítési igazolást kiállítani. A számla esedékessége a számla kézhezvételétől számított 30 nap. A kifizetések során az adózás rendjéről szóló 2017. évi CL. törvényben, valamint a Polgári Törvénykönyv 6:130. § (1)-(2) bekezdéseiben foglaltakra figyelemmel kell eljárni. A fizetési késedelem esetén a Szolgáltató jogosult a magyar Ptk. szerinti késedelmi kamat felszámítására. A késedelmes fizetésből eredő esetleges költségek Előfizetőt terhelik.

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

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: 459 377 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 one instalment following the contractual performance acknowledged by Subscriber.

IV.2. Parties state that the performance is contractual as the term in Clause VI.1. had been realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the contract (certification of performance) within 8 days from the date of the performance according to PPA § 135 (1). The invoice is due not later than 30 days from the date of the receipt of the invoice. The contracting authority shall make payment according to Act CL. of 2017 on the rules of taxation and 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. A számla az Előfizető igényeinek megfelelő részletezettséggel kerül kiállításra. 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: Deutsche Bank Wien
 A bankszámla száma:
 IBAN: AT671910000031898001
 BIC: DEUTATWW

IV.4. The invoice shall be issued in accordance with the Subscriber's instructions. 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: Deutsche Bank Wien
 Bank Account No.
 IBAN: AT671910000031898001
 BIC: DEUTATWW

V. A SZOLGÁLTATÓ TELJESÍTÉSI KÖTELEZETTSÉGEI

V.1. A Szolgáltató az általánosanál 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, szerződészerű 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.

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. 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.

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.

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

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

V.3. Supplier may schedule usual maintenance periods which have to be communicated to Subscriber at least 48 hours before the access issue via the technical contacts.

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:
e-mail: stella.lucas@informa.com

Előfizető részéről a technikai hibajelentés az EISZ Titkárság munkatársai által az eisz@konyvtar.mta.hu email címről történik.

V.4. 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.5. 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.6. Szolgáltató évente biztosítja Előfizető részére a címlistákat a teljes előfizetett termékről a legfrissebb KBART szabvány szerint. A Szolgáltató köteles negyedévente tájékoztatni előfizetőt az előfizetett termék jelen szerződés 1. számú mellékletéhez képest történt változásairól a KBART szabvány szerint.

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

Supplier will provide the Subscriber and its Authorized Users support through a helpdesk which can be reached 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:
e-mail: stella.lucas@informa.com

Subscriber uses the email address eisz@konyvtar.mta.hu to report technical problems.

V.4. Supplier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. Supplier may add, change, or modify portions of the Subscribed Products, or transform the Subscribed Products to other formats. When such changes, modifications, or migrations occur, the Supplier shall give notice of any such changes to Subscriber as soon as is practicable, but in no event less than 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.5. Supplier shall make usage data reports on the usage activity of each Consortium Member Institution accessible online on a monthly basis to the administrators employed by such Institution and to the Subscriber in order to upload usage data onto Subscriber's website as public information for the Consortium Members and for the supporting authorities. Usage statistic reports shall meet the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release.

V.6. Supplier shall provide Subscriber with a complete list of the Subscribed Product (including comprehensive title information, structured in the most current KBART format, with any amendments highlighted) annually, and of any amendments in comparison to the list of Material as set out in Appendix 1.

V.7. Távoli hozzáférés biztosítása érdekében a Szolgáltató tőle telhető módon vállalkozik a Shibboleth hitelesítés biztosítására.

V.8. 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.9. Nyílt hozzáférés: Szolgáltató nyílt hozzáférésű megjelenést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára az Előfizetett terméket alkotó tudományos folyóiratokban az 5. számú mellékletben részletezettek szerint.

Szolgáltató évente jelentést készít Előfizető számára

- a nyílt hozzáférésű cikkek számáról, és
- az Előfizető Intézményekben affiliált szerzők cikkeinek bibliográfiai adatairól.

Amennyiben a hagyományos előfizetés keretén belül a nyílt hozzáférésű tudományos publikációk aránya növekszik az előző évihez képest, Szolgáltató köteles ezt adott esetben a következő előfizetési díj meghatározásánál figyelembe venni oly módon, hogy a nyílt hozzáférésű cikkek feldolgozási költségeivel arányosan csökkenti az előfizetési díjat 5. számú mellékletben részletezett mértékben.

VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI

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

- beléphet, kereshet, böngészhet és bármit megtekinthet az Előfizetett Termékeken belül;
- az Előfizetett Termékek különálló elemeiről, kizárólagosan saját felhasználására nyomtathat, elektronikus másolatot készíthet;
- az Előfizetett Termékek egyes elemét 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.

V.7. In order to ensure remote access for the Authorized users, Supplier endeavour reasonable efforts to support Shibboleth Access.

V.8. 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.9. Open Access Option: Supplier offers an open access option in scientific journals within the Subscribed Products to the Authors affiliated at one of the Consortium Member Institutions as detailed in Appendix 5.

Supplier will report to Subscriber annually

- the number of articles published under the open access option by all authors,
- the number and list of the articles by title with full citation by authors at the Consortium Member Institution.

If the ratio of the number of open access articles published under the traditional subscription model increases in comparison to the previous year, in that case Supplier will reflect such increase by way of a proportional reduction in the subscription price for the current subscription year as detailed in Appendix 5.

VI. RESPONSIBILITIES OF CONSORTIUM MEMBER INSTITUTIONS

VI.1. Each Authorized User and Subscriber may:

- access, search, browse and view the Subscribed Products;
- print and make electronic copies of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- 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

- nyomtatott vagy elektronikus másolatot nyújthat az Előfizetett Termékek különálló elemeiről más Jogosult Felhasználók részére azok tudományos munkájához vagy kutatásához; valamint
 - 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 kiadni az előfizetett példányok fejezetcímeit és az előfizetett termékek bármely könyvfejezetét annak érdekében, hogy az ún. "könyvtárközi kölcsönzés" keretében az Előfizető székhelye szerinti országban található nem kereskedelmi könyvtárak megkereséseit teljesítse.
- specify the title and copyright owner of the items or extracts of the Subscribed Products.
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users for their scholarly or research use; and
 - make available parts of the Subscribed Products for the exclusive use of another Authorized User in case the Authorized User is a librarian/information specialist.
 - 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 print and deliver parts from Subscribed Product and, if any, book chapters from the Subscribed Products to fulfil request as part of the practice commonly known as „interlibrary loan“ from non-commercial libraries located within the same country as the Subscriber.

VI.3. Archiválási jog: az Előfizető Intézmények elmenthetik és/vagy korlátlan ideig tárolhatják az Előfizetett termékek egyes részeit az örökös hozzáférés értelmében a kizárólag jogosult felhasználók által biztonságos hálózaton keresztül hozzáférhető repozitóriumokban.

VI.3. Archival rights: Consortium member institutions of our perpetual option may save and/or deposit in perpetuity parts of the Subscribed Product 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;
 - 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
- limit access to and use of the Subscribed Products only to Authorized Users and notify in advance all Authorized Users of the conditions and usage restrictions set forth in this Agreement and that compliance with such restrictions shall be accounted for;
 - ensure that any passwords or credentials to access the Subscribed Products is made available only to Authorized Users, and that neither Subscriber nor the

szolgáltatják ki ezen belépési kódokat harmadik fél részére; továbbá

- amennyiben tudomására jut, hogy az Előfizetett Termékeket bárki engedély nélkül használja, haladéktalanul értesítse erről a Szolgáltatót, és tegye meg a szükséges intézkedéseket, beleértve a Szolgáltatóval való együttműködést a jogosulatlan használat megszüntetésére, és további hasonló esetek kiküszöbölésére;
- az Előfizetett termékek hozzáférését és használatát a Jogosult felhasználók körére korlátozza és tájékoztatja 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 adja ki, nem adja ki jelszavakat és igazoló adatokat harmadik fél részére, valamint tájékoztatja a Jogosult felhasználókat, hogy ne adjanak ki jelszavakat és igazoló adatokat harmadik fél részére;
- amint tudomást szerzett bármiféle jogosulatlan felhasználásról értesítse a Szolgáltatót és tegye meg a szükséges lépéseket, hogy megszakítsa ezt a tevékenységet, és hogy megakadályozza az ilyen esetek ismételt előfordulását.

VII. ZÁRÓ RENDELKEZÉSEK

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

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

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

Authorized Users divulge any passwords or credentials to any third party; and

- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform the Supplier and take appropriate steps, including cooperating with the Supplier, to end such activity and to prevent any recurrence;
- limit access to and use of the Subscribed Products to Authorized Users and notify the Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the subscribed services only to Authorized Users, not divulge any passwords or credentials to any third parties, and notify all Authorized Users not to divulge any passwords or credentials to any third parties;
- inform Supplier and take appropriate steps promptly upon becoming aware of any unauthorized use of the subscribed services, to end such activity and to prevent any recurrences.

VII. FINAL STIPULATIONS

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

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

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

VII.4. 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. Szolgáltató kijelenti, hogy a szerződés teljesítéséhez nem vesz igénybe a közbeszerzési eljárásban előírt kizáró okok hatálya alatt álló alvállalkozót.

VII.7. 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 fizetéseképtelenség kifejezetten nem ilyen oknak minősül.

VII.8. 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.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, 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

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. Supplier declares that it will not use any subcontractor for the performance of the Agreement which is subject to the grounds for exclusion stipulated in the public procurement procedure.

VII.7. 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.8. Any dispute that may arise shall first be attempted to be settled in mutual agreement of both Parties. In case a dispute is not settled with one accord, it is to be solved by a competent court of justice having competence in Hungary.

VII.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 shall be interpreted so as to achieve the originally intended purpose of the parties- as long as legally acceptable.

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

EBSCO GmbH

1210 Wien, Ignaz-Köck-Straße 9
UID Nr. / VAT No. ATU 14893203

példány a Szolgáltatónál, 2 példány pedig az Előfizetőnél
marad.

Budapest, 2024. február 8.

Vienna, 14.02.2024



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

Subscriber / Előfizető



financial countersign / pénzügyi ellenjegyző



.....
Cary Alan Bruce
General Director/Ügyvezető Igazgató
EBSCO GmbH

Supplier / Szolgáltató



Mellékletek:

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

Appendices:

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

1. számú melléklet / Appendix 1.

ELŐFIZETETT TERMÉK / SUBSCRIBED PRODUCT

Előfizetett termék / Subscribed Product	Elérés / Access	Előfizetési díj / Licence Fee
Taylor & Francis Online Library Reading Fee	http://www.tandfonline.com	242 657EUR
Publishing Fee		216 720 EUR
Total Consortium Value		459 377EUR

2. számú melléklet / Appendix 2.
Szolgáltató Licenc szerződése / Licence agreement of Supplier

**INSTITUTIONAL LICENCE
OPEN ACCESS READ & PUBLISH AGREEMENT**

THIS AGREEMENT is made on XX/XX/2024 between:

- (1) **INFORMA UK LIMITED (trading as TAYLOR & FRANCIS GROUP)** a company registered in England and Wales with company number 1072954 whose registered office is at 5 Howick Place, London, SW1P 1WG (the **Publisher**); and
- (2) [XXXXXXXXXXXXXXXXXX] a [XXXXXXXXXX] registered in XXXXXXXX whose registered address is XXXXXXXXXXXXXXXXXXXXXXXXXX for and on behalf of and duly authorised by the Institutions (as defined below) (the **Organisation**),

each a **Party** and together the **Parties**.

BACKGROUND

- A. The **Publisher** is a publisher of learned scholarly and professional journals.
- B. The **Organisation** oversees, and negotiates licence agreements on behalf of, a group of **Institutions**.
- C. The **Organisation**, on behalf of the **Institutions**, wishes to acquire certain rights of use in respect of the **Licensed Materials** published by the **Publisher**, and in addition the **Publisher** wishes to offer certain open access publishing services to **Qualifying Authors** who are affiliated with the **Institutions**, on the terms set out in this Agreement.

AGREED TERMS

1. Definitions and Interpretation

Article Publishing Charge (APC) means the charge levied by the **Publisher** on the acceptance of an article for publication in an **Open Select Journal**, the amount of which is set out in Schedule 6.

Authorised User means a person authorised by the **Organisation**, or any one of the **Institutions**, to access the **Licensed Materials** who is:

- a) affiliated with an **Institution** as a current faculty member (including temporary or exchange faculty members for the duration of their assignment), enrolled post-graduate or undergraduate student, current staff member or contract personnel directly involved in educational and research activities of the **Institution**, and has been issued with a password or other currently valid authentication; or
- b) physically present on an **Institution's** premises and permitted to use the **Institution's** library or information service and access the **Secure Network** but only from computer terminals within the **Institution's** premises, as specified in Schedule 5.

Commercially Run Courses means any course run by an **Institution** which provides a service to a corporate, government or commercial organisation for a fee, conducted outside and separately from such **Institution's**

normal undergraduate and postgraduate academic activity, and excluding professional development courses offered to individuals as part of such Institution's normal activities.

Commercial Use means use for the purposes of monetary reward (whether by or for the Organisation, an Institution or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Organisation from the Institutions or Authorised Users, nor use by the Organisation, an Institution or an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use. Course pack use on Commercially Run Courses, whether organised by an Institution, or another third party, is considered Commercial Use and as such prohibited.

Course Pack means a collection or compilation of materials (e.g. book chapters, journal articles) assembled by staff of the Organisation or an Institution for the purposes of instruction.

Creative Commons Licence means an international public copyright license produced by the Creative Commons Corporation, the latest versions of which can be found at <https://creativecommons.org/licenses/>.

Data Protection Law means the General Data Protection Regulation (Regulation (EU) 2016/679) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where the Publisher or Organisation processes personal data or is established.

Electronic Reserve means electronic copies of materials (e.g. book chapters, journal articles) assembled by staff of the Organisation or an Institutions for the purposes of instruction.

Institution as specified in Schedule 1.

Intellectual Property Rights means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how, goodwill and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

Licensed Materials means the visual and audio material, databases, and other publications, that are recorded on or contained in electronic data media, or that are otherwise made available electronically by the Publisher to the Organisation and the Institutions in accordance with this Agreement, as more specifically set out in Schedule 2.

Massive Online Open Course (MOOC) means a course of study made available over the internet, with or without charge, to any number of people that are not defined as an Authorised User.

Online Services means the electronic/digital delivery method or platform used by the Publisher from time to time for delivering the Licensed Materials that is located on the Server.

Open Select Journal means a Taylor & Francis and Routledge open access option within a hybrid subscription-based journal (Taylor & Francis / Routledge Open Select) as published by the Publisher from time to time.

Open Access Workflow means the procedure by which an article by a Qualifying Author may be submitted, peer reviewed and accepted for publication in an Open Select Journal, an indicative example of which is set out at Schedule 3. This procedure may be subject to change and the Publisher reserves the right to modify any part of the procedure either in general or in respect of a specific journal, for whatever reason and at any time.

Premium APC means the APC rate charged for Open Select Journals which is over and above the standard APC rate.

Publication Cap The total number of Qualifying Articles for which the Publisher shall be required to waive the Article Publishing Charge under this agreement will be limited to a cap of Qualifying Articles (the “**Publication Cap**”) as set out in Schedule 6.

Publishing Fee means the portion of the Read & Publish Fees that applies to the open access publishing part of the Read & Publish Fees paid in any given year as set out in schedule 6.

Qualifying Article means an original article submitted and accepted for publication in an Open Select Journal, subject to payment or waiver of an Article Publishing Charge.

Qualifying Author means a corresponding author affiliated with one of the Institutions, including:

- a student enrolled at or accredited to an Institution;
- a member of the teaching and research staff employed by or otherwise accredited to an Institution;
- any other member of staff employed by or otherwise engaged by an Institution;
- if an Institution is a society, a current member of an Institution,

who identifies themselves as such upon submitting an article to be published by an Open Select Journal.

Readership Fee means the portion of the Read & Publish Fees that applies to the readership part of the Read & Publish Fees paid in any given volume year as set out in schedule 6.

Read & Publish Fees means the total fees and charges payable by the Organisation for the services provided by the Publisher in accordance with this Agreement, comprising Publishing Fees and Readership Fees, as set out in Schedule 6.

Secure Network means a network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identity is authenticated at the time of log-in, and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by this Agreement.

Server means either the Publisher’s server or a third party server designated by the Publisher on which the Licensed Materials are mounted and may be accessed.

Subscription Period means the period from XXXXXX to XXXX (inclusive).

A. LICENSED MATERIALS

2. Grant of Licence

- 2.1. The Publisher agrees to grant to the Organisation the non-exclusive, non-transferable and non-perpetual licence to give Authorised Users access to the Licensed Material by way of the Online Services for the Subscription Period for the purposes of research, teaching and private study, subject to the terms and conditions of this Agreement.
- 2.2. The Organisation agrees to comply with this terms and conditions of this Agreement and to ensure that all Institutions and Authorised Users do likewise. The Organisation shall be liable for any loss, damages, costs or other liability that the Publisher incurs as a result of a breach of the terms of this Agreement by an Institution or Authorised User. The Organisation represents and warrants that it is authorised to enter into this Agreement for and on behalf of the Institutions.

3. Rights of Use

- 3.1. The Organisation will not, and shall ensure that Authorised Users do not, print, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Licensed Materials in whole or in part, other

than as expressly permitted in this Agreement or, in the case of any Licensed Materials published in an Open Select Journal under a Creative Commons License, as permitted by the terms of such license.

- 3.2. For the duration of the Subscription Period and subject to Clause 6 below, the Organisation may:
- 3.2.1. make such back-up copies of the Licensed Materials as are reasonably necessary;
 - 3.2.2. make such temporary local electronic copies of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised Users and not to make available to Authorised Users duplicate copies of the Licensed Materials;
 - 3.2.3. allow Authorised Users to have access to the Licensed Materials from the Server via the Secure Network; and
 - 3.2.4. display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorised users or groups of Authorised Users.
- 3.3. For the duration of the Subscription Period and subject to Clause 6 below, Authorised Users may:
- 3.3.1. search, view, retrieve and display the Licensed Materials;
 - 3.3.2. electronically save individual articles or items of the Licensed Materials for personal use;
 - 3.3.3. print off single copies of parts of the Licensed Materials; and
 - 3.3.4. use the Licensed Materials to perform and engage in text mining / data mining activities for academic research and other educational purposes and not for Commercial Use, and allow Authorised Users to mount, load and integrate the results on a Secure Network and use the results in accordance with this Agreement, provided that the Publisher is notified in writing in advance of the project to ensure that they can provide appropriate technical assistance and maintain a log of projects.

4. Supply of Copies to Other Libraries

- 4.1. The Institutions may, subject to Clause 6 below, fulfil occasional requests to supply to an Authorised User of another library by post or fax, or as an attachment to a secure email transmission provided the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.
- 4.2. Notwithstanding the provisions of Clause 3, it is understood and agreed that neither the Organisation, the Institutions nor the Authorised Users may provide, by electronic means, (excluding fax or secure transmission as specified in Clause 4.1), to a user at another library a copy of any part of the Licensed Materials for research or private study or otherwise.

5. Course Packs, Electronic Reserve and MOOC's

- 5.1. Subject to Clauses 5.5 to 5.7 below, the Organisation may not, and shall ensure that the Institutions do not, incorporate any part of the Licensed Material into Course Packs and Electronic Reserve collections without the prior written consent of the Publisher, which may set out further terms and conditions for such usage.

- 5.2. In particular, the Organisation acknowledges that the use of Licensed Material in respect of Commercially Run Courses is specifically prohibited.
- 5.3. A link to the Licensed Material may be incorporated in Electronic Reserve collections
- 5.4. No content may be made available in a MOOC without a separate licence being obtained in advance from the Publisher.
- 5.5. Notwithstanding Clause 5.1 above, where the author of an article, which forms part of the Licensed Materials was employed by an Institution at the time the article was written, that Institution may use all or part of such article internally within the Institution, provided that copies are not offered for sale or distribution in any systematic way, and that acknowledgement to prior publication in the relevant Journal is made explicit.
- 5.6. Notwithstanding Clause 5.1 above, where the author of an article, which forms part of the Licensed Materials, is engaged by the Institution, that author may make printed copies of all or part of such article on a no-commercial basis for use by the author for lecture or classroom purposes, provided in each case that copies are not offered for sale or distribution in any systematic way, and that acknowledgement to prior publication in the relevant Journal is made explicit.
- 5.7. Notwithstanding Clause 5.1 above, where an article which forms part of the Licensed Materials is published in an Open Select Journal under a Creative Commons License, the Organisation or an Institution may incorporate that article into Course Packs and/or Electronic Reserve collections without the prior consent of the Publisher, provided and to the extent that in doing so, they do not contravene any term or condition of the applicable Creative Commons License.

6. Prohibited Uses

- 6.1. Neither the Organisation, any Institution nor any Authorised User may:
 - 6.1.1. remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
 - 6.1.2. systematically make print or electronic copies of multiple extracts of the Licensed Materials, including complete issues, for any purpose;
 - 6.1.3. mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network; or
 - 6.1.4. systematically distribute the whole or any part of the Licensed Materials to anyone other than an Authorised User.
- 6.2. The Publisher's explicit written permission must be obtained in order to:
 - 6.2.1. use all or any part of the Licensed Materials for any Commercial Use;
 - 6.2.2. permit anyone other than an Authorised User to access or use the Licensed Material;

- 6.2.3. publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement; or
- 6.2.4. alter, abridge, adapt or modify the Licensed Materials to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. Delivery of Licensed Material

- 7.1. The Publisher shall use reasonable endeavours to make the Licensed Materials available to the Organisation and the Authorised Users on a twenty-four (24) hour basis via the Online Services for the duration of the Subscription Period. The Publisher cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and it does not accept any liability for their unavailability.
- 7.2. The Organisation acknowledges that the availability of the Online Services may be temporarily restricted for the purposes of maintenance or upgrade. As far as reasonably possible, such maintenance will take place outside of hours. Where possible, the Organisation will be notified in advance of the time and duration of any planned maintenance.
- 7.3. The Publisher shall use reasonable endeavours to restore access to the Licensed Material as soon as possible in the event of an interruption to or suspension of the Online Services.
- 7.4. The Publisher shall notify the Organisation at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials.
- 7.5. The Publisher reserves the right at any time to:
 - 7.5.1. make changes or corrections and to alter, update or upgrade any aspect of the Licensed Materials;
 - 7.5.2. vary the technical specification of any of the Licensed Materials or of any software included therein; and
 - 7.5.3. withdraw from the Licensed Materials any item, or part of an item, for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright, is defamatory, obscene or unlawful, or which is, in the reasonable opinion of the Publisher, otherwise objectionable. Where reasonably possible, the Publisher shall give written notice to the Organisation of such withdrawal.
- 7.6. Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

8. Terms Applicable to Online Services

- 8.1. The Organisation acknowledges and agrees that all logins, passwords or other Authorised User identification used to access the Licensed Materials (whether chosen by it or the Authorised User(s) or provided by the Publisher) are personal to the Authorised User(s) and the Organisation shall ensure, as a principal obligation, that the Authorised User(s) shall treat such logins, passwords and other Authorised

User identification as confidential and not disclose or transfer them to any person. The Organisation must notify the Publisher immediately of any unauthorised use of them or any other breach of security regarding the Publisher's websites that comes to its attention. Without prejudice to any other right or remedy available to Publisher, it has the right to disable any login, password or other Authorised User identification at any time, if in its opinion the Organisation, an Institution or an Authorised User has failed to comply with this Clause 8.1.

- 8.2. The Organisation is responsible for ensuring that the Institutions' computer systems meet all relevant technical specifications necessary to receive the Licensed Materials. The Organisation also acknowledges that, although the Publisher tries to guard against viruses, it cannot and does not guarantee or warrant that any Licensed Materials will be free from infections, viruses and/or other code that has contaminating or destructive properties. The Organisation and the Institutions are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy their particular requirements for the security of data input and output.
- 8.3. The Organisation must not, and must ensure that the Institutions do not, attempt to interfere with the proper working of the Online Services and, in particular, must not:
- 8.3.1. attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device; or
 - 8.3.2. use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).
- 8.4. The Publisher makes no representations whatsoever about any other third party websites which the Organisation, the Institutions or the Authorised Users may access through the Online Services. When an Authorised User accesses any other third party website the Organisation understands that it is independent from the Publisher websites and that the Publisher has no control over the content or availability of that website. In addition, a link to any other third party website does not mean that the Publisher endorses or accepts any responsibility for the content, or the use of, such a website and it shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

9. Intellectual Property Rights

- 9.1. The Organisation acknowledges that the Licensed Materials are protected by international copyright law, database rights and other Intellectual Property Rights, and that all Intellectual Property Rights relating to the Licensed Materials are the sole and exclusive property of the Publisher, its affiliates and licensors.
- 9.2. This Agreement does not convey to the Organisation any right, title or interest in the Licensed Materials except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement. All of the Publisher's rights which are not specifically granted to the Organisation by this Agreement are reserved to the Publisher.
- 9.3. The Organisation shall notify the Publisher as soon as possible on becoming aware of:
- 9.3.1. any unauthorised possession or use of the Licensed Material;
 - 9.3.2. any infringement of the Publisher's Intellectual Property Rights, or any portion thereof; and

9.3.3. any claim by any third party that the Licensed Material infringes an intellectual property or proprietary right of any third party.

9.4. The Publisher warrants to the Organisation that the Licensed Materials used as contemplated by this Agreement do not infringe the Intellectual Property Rights of any person. The Publisher shall indemnify and hold the Organisation harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Organisation claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Organisation has amended the Licensed Materials in any way not permitted by this Agreement.

10. Terms of Publication

10.1. The Organisation acknowledges that, before an article by a Qualifying Author will be accepted for publication:

10.1.1. such article must be submitted, peer reviewed and accepted in accordance with the Open Access Workflow; and

10.1.2. the owner(s) of any copyright in such article must enter into the Publisher's standard open access publishing agreement substantially in the form set out at Schedule 4.

10.2. The Organisation acknowledges that all Qualifying Articles will be made available under a Creative Commons Licence. Qualifying Authors will have the option to choose between a CC BY, CC BY-NC or CC BY-NC-ND licence, if offered by the journal to which the article has been submitted, the latest versions of which can be found at <https://creativecommons.org/licenses>.

11. Editorial Independence

Nothing in this Agreement shall oblige the Publisher to publish any article submitted to the Publisher by a Qualifying Author, an Institution or the Organisation. The Organisation acknowledges that the selection of material via peer review to be published in an Open Select Journal is entirely at the discretion of the Publisher and/or the editors or proprietors of the Open Select Journal and the Organisation waives any claim it may have against the Publisher in the event that the Publisher or its editors decline to publish any material (or part thereof) submitted by a Qualifying Author, an Institution or the Organisation.

B. GENERAL

12. Fees and Payment

12.1. In consideration of the mutual promises and other valuable consideration set forth in this Agreement, the Organisation agrees to pay the Publisher the Read & Publish Fees within 60 days of receipt of an invoice from the Publisher.

12.2. The Organisation will pay the Read & Publish Fees annually and in advance for the duration of the Agreement.

12.3. All amounts payable by the Organisation under this Agreement shall be in Euros (€) and are exclusive of any applicable sales, value added, sales, use, excise or similar taxes, all of which shall be additionally payable by the Organisation as appropriate.

- 12.4. Without prejudice to any other rights and/or remedies available to it, the Publisher reserves the right to charge the Organisation (and the Organisation undertakes to pay on demand):
- 12.4.1. interest on outstanding and overdue amounts at 3% per annum above HSBC's base rate (from time to time) from the date of the invoice to the date payment is made in full;
 - 12.4.2. an amount equivalent to all reasonable costs and expenses (including legal fees and collection agency commission) suffered or incurred by the Publisher in connection with the recovery of overdue amounts from the Organisation; and
 - 12.4.3. an administration fee of £120 plus value added tax for internal management and staff overhead time in dealing with the recovery of overdue amounts from the Organisation.

13. Term & Termination

- 13.1. In consideration of the payment of the Read & Publish Fees by the Organisation, the Publisher will provide the licensing and publishing services set out in this Agreement for the duration of the Subscription Period, subject to any earlier termination in accordance with Clauses 14.3 or **Hiba! A hivatkozási forrás nem található.** below.
- 13.2. The Organisation's rights and the Publisher's obligations under this Agreement shall automatically terminate at the end of the Subscription Period, unless the Parties have previously agreed in writing to renew the Agreement.
- 13.3. In addition to automatic termination under Clause 14.2 above, this Agreement shall be terminated:
- 13.3.1. If the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Organisation;
 - 13.3.2. If the Organisation, an Institution or an Authorised User commits a material or persistent breach of any term of this Agreement; or
 - 13.3.3. if either Party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 13.4. On termination of this Agreement for any reason, the Organisation shall immediately cease to distribute, or make available, the Licensed Materials to Authorised Users and shall return to the Publisher or (at the Publisher's sole election) destroy all Licensed Materials.

14. Data protection

- 14.1. For the purposes of this Clause 15, the terms "personal data", "controller", "processor", "processing", "data subject", "personal data breach" and "supervisory authority" shall have the meanings ascribed to them under the General Data Protection Regulation (Regulation (EU) 2016/679).
- 14.2. For the purposes of this Agreement and either Party's processing of personal data in connection with this Agreement, the Parties agree that each Party acts as a data controller.

- 14.3. Each Party shall (i) only process personal data in compliance with, and shall not cause itself or the other Party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable the other Party to comply with its obligations under Data Protection Law.
- 14.4. If either Party becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such personal data breach without undue delay, and (ii) act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 14.5. If either Party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

15. Limitation of Liability

- 15.1. The Publisher will use its reasonable endeavours to ensure that the information contained in any Licensed Materials is accurate. However, the Publisher cannot guarantee the accuracy of any information and content contained in the Licensed Materials, which is provided on a strictly 'as is' basis. The Publisher has no liability for any loss or damage whatsoever sustained by the Organisation, an Institution or an Authorised User as a result of using or relying on any information and content contained in the Licensed Materials.
- 15.2. The Publisher accepts no liability for any indirect or consequential loss or damage or for any loss of data, profit, goodwill, anticipated savings, revenue or business (whether direct or indirect in each case), howsoever caused, even if foreseeable, arising under or in relation to this Agreement.
- 15.3. In circumstances where Organisation, an Institution or an Authorised User suffers loss or damage arising out of or in connection with the use or performance of the Licensed Materials, the Publisher accepts no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.
- 15.4. If the Publisher is liable to Organisation under this Agreement for any reason, its liability will be limited to the amount of Read & Publish Fees paid by the Organisation pursuant to this Agreement in the year in which such liability arose.
- 15.5. Nothing in this Agreement shall limit the Publisher's liability for death or personal injury resulting from its negligence or from its fraudulent misrepresentation or any liability which cannot be excluded under the applicable law.

16. Force Majeure

Either Party's failure to perform any term or condition of this Agreement as a result of conditions beyond its reasonable control such as (but not limited to) war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage or destruction of any network facilities or servers shall not be deemed a breach of this Agreement.

17. Assignment

The Agreement may not be assigned by the Organisation to any other person or organisation, nor may either Party sub-contract any of its obligations, without the prior written consent of the other Party, whose consent shall not be unreasonably withheld. The Publisher shall be entitled to assign, sub-license, subcontract or otherwise dispose of its rights and obligations under this Agreement to any other person or company.

18. Notices

Any notice, request, statement or other communication to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either Party to the other as its address for the service of notices, with a copy to be sent by email to such email address as notified by either Party to the other as its email address for the service of notices. All such notices shall be deemed to have been received within 14 days of posting.

19. Severability

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or un-enforceable, the remaining provisions of this Agreement shall not be affected and will remain in full force and effect.

20. Third Parties

A person who is not a Party to this Agreement shall have no rights under the provisions of the Contracts (Rights of Third Parties) Act 1999 which shall be specifically excluded from the scope of this Agreement.

21. Force Majeure

Either Party's failure to perform any term or condition of this Agreement as a result of conditions beyond its reasonable control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage or destruction of any network facilities or servers shall not be deemed a breach of this Agreement.

22. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law. The parties irrevocably agree that any dispute arising out of, or in connection with, this Agreement will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Schedule 1 – Institutions

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Schedule 2 – Licensed Materials

XXXXXXXXXXXXXXXXXXXXXXXXXX

Schedule 3 – Open Access Workflow

1. Author submits article via the standard submission process on Taylor & Francis Online.
2. Peer Review of the article:
 - a) Rejection: T&F informs Author;
 - b) Acceptance
 - Corresponding author identified as affiliated to an Institute (Schedule A). This will happen at acceptance (as the manuscript enters the Production system) and will be by either email domain or by Organisation name (as included in the list specified in Schedule A). The identification of authors is dependent on them entering this information at submission (using Institution's email address or entering the Institute name as Organisation).
 - Organisation will be informed and will verify the eligibility of an article as quickly as possible to ensure the timely production and publication.
3. Accepted article metadata feeds into the Research Dashboard. Each institution is able to log into their Research Dashboard account and verify the eligibility of the article to be published open access under this agreement.
4. Author is sent an email from Taylor & Francis Production team with a URL to the Electronic Copyright System, where they are able to select and sign the Creative Commons Licence online.
5. Article is published online under an Open Access licence.

General

Publisher is keen to work with Organisation to advocate open access publishing and promote this agreement to researchers within 2024 This will be through tailored email communications to authors, webinars and events, to be decided mutually and organised collaboratively.

Schedule 4 – T&F Standard Open Access Publishing Agreement

<CC BY OPEN ACCESS LICENCE TO PUBLISH TAYLOR & FRANCIS JOURNAL>

CC BY OPEN ACCESS LICENCE

This is a licence agreement under which you, the author, retain copyright in your article, and grant Informa UK Limited registered in England under no. 1072954 trading as Taylor & Francis Group, Registered Office: 5 Howick Place, London SW1P 1WG in the United Kingdom (hereinafter 'Taylor & Francis') a non-exclusive licence to publish your article, including abstract, tables, figures, data, and supplemental material hosted by us, as the Version of Record in the Journal on an Open Access basis under a Creative Commons Attribution License (CC BY) <http://creativecommons.org/licenses/by/4.0/> subject to the Terms & Conditions set out below.

Please read this agreement carefully, complete it, and return a copy to us by email, fax, or hard copy immediately, to avoid any delay in the publication of your article.

Postal address: Taylor & Francis Journals Production, 4 Park Square, Milton Park, Abingdon OX14 4RN, UK

Fax: +44 (0) 207 017 6336

Email: T&Fproduction@tandf.co.uk

ARTICLE TITLE:

('Article')

AUTHOR(S):

JOURNAL TITLE:

('Journal')

Please complete and sign below:

- I confirm that I have read and accept the full terms of the Journal's Article Publishing Agreement including the Terms & Conditions.
- I confirm the article will be made available under the following access and use licence, and that I have read and understood the terms of this licence: [Creative Commons Attribution License](#) (CC BY).
- I confirm that I agree to assume responsibility for any applicable payment of the Article Publishing Charge.
- I confirm I grant Taylor & Francis the rights to publish my article on an [Open Access](#) basis, in all forms and all media (whether known at this time or developed at any time in the future) throughout the world, including the right to translate the article into other languages, create adaptations, summaries or extracts of the article or other derivative works based on the article and the right to sub-license all such rights to others subject to the Terms & Conditions set out below, to take effect if and when the article is accepted for publication.
- I confirm that I have read and accept my author warranties.
- I confirm that I have read and agree to comply with Taylor & Francis' [policy on publishing ethics](#)

Please tick *either* box A or box B, **BUT NOT BOTH**

- A I own copyright, and I am granting Taylor & Francis a non-exclusive licence to publish my article as the Version of Record on an Open Access basis, with the copyright statement '© <YEAR> The Author(s). Published by <Taylor & Francis>'. In the case of a multi-authored article, I confirm that I am authorized by my co-authors to enter into this licence as their agent on their behalf. The co-authors have agreed the priority of the assertion of copyright and the order of names in the publication of the article.
- B I am a civil servant or an employee of a Government, Government Agency, International Organization, or Commercial Corporation which is granting a non-exclusive licence to publish the article and which hereby recognizes Taylor & Francis as the sole licensee for the publication of the final, definitive, and citable Version of Record. In the case of a multi-authored article, I confirm that I am authorized by my co-authors to enter into this licence as their agent on their behalf. The co-authors have agreed the priority of the assertion of copyright and the order of names in the publication of the article.

If you have ticked B, please indicate which of the statements below apply to you (and your co-authors):

- I am an employee of the UK, Canadian, Australian, or another Commonwealth Realm Government, and the Crown retains and asserts copyright.
- I am a US Government (including NIH) employee and there is no copyright to transfer.
- I am a contractor of the US Government (includes NIH contractors) under contract number: _____
- I am an employee of the European Commission and copyright is asserted and retained by the European Union.
- I am an employee of the World Bank and copyright is asserted and retained by that entity.
- I am an employee of the Food & Agricultural Organization and copyright is asserted and retained by that entity.
- I am an employee of a Government, Agency, or International Organization and copyright is retained by that entity. Name of entity: _____
- I am employed and the copyright belongs to my employer (or is a 'work made for hire' under US law). Name of corporation _____

GRANT OF PUBLISHING RIGHTS

Signed: Name (Print):

Position Date:

THIS FORM IS A LEGALLY BINDING DOCUMENT. WE RECOMMEND THAT YOU RETAIN A COPY OF IT AND CONSULT A LEGAL ADVISOR IF YOU HAVE ANY QUESTIONS.

LICENCE TO PUBLISH: TERMS & CONDITIONS

DEFINITION

1. Your article is defined as comprising (a) your Accepted Manuscript (AM) in its final form; (b) the final, definitive, and citable Version of Record (VoR) including the abstract, text, bibliography, and all accompanying tables, illustrations, data, and media; and (c) any supplemental material hosted by Taylor & Francis. This licence and these Terms & Conditions constitute the entire agreement and the sole understanding between you and us ('agreement'); no amendment, addendum, or other communication will be taken into account when interpreting your and our rights and obligations under this agreement, unless amended by a written document signed by both of us.

TAYLOR & FRANCIS' RESPONSIBILITIES

2. If deemed acceptable by the Editors of the Journal, we shall prepare and publish your article in the Journal. We may post your accepted manuscript as free-to-access in advance of the formal publication of the Version of Record (VoR). We shall publish the VoR in the Journal on an Open Access basis, viz., to be made freely available online with no subscription fee or article-pay-to-view fee or any other form of access fee or any publication embargo being applied. We reserve the right to make such editorial changes as may be necessary to make the article suitable for publication or as we reasonably consider necessary to avoid infringing third-party rights or breaching any laws; and we reserve the right not to proceed with publication for whatever reason.
3. If before publication we reasonably consider that the article should not be published, on the advice of our legal advisors, we may decline to publish the article, in which case we will refund you any Article Publishing Charge you have paid.
4. If after publication we reasonably consider that the article should be retracted or removed from our website, on the advice of our legal advisors, for example, because of a breach in your Author Warranties, we may retract and withdraw it, and in such case shall be under no obligation to refund you any Article Publishing Charge you have paid.
5. You hereby expressly grant us the right to bring an action for infringement of copyright in relation to your article as defined above pursuant to section 101A of the Copyright, Designs and Patents Act 1988 (as amended from time to time) and any other equivalent legislation as may exist in other territories.
6. If we do not receive payment of the applicable Article Publishing Charge after six (6) weeks, we reserve the right to rescind the Open Access status of your article and to publish it on an alternative licence basis.

YOUR RIGHTS AS AUTHOR

7. These rights are personal to you, and your co-authors, and cannot be transferred by you to anyone else. You assert and retain the following rights as author(s):
- i. The right to re-use your own work on a commercial or non-commercial basis, and in any way permitted under the [Creative Commons Attribution License](#) (CC BY), including but not limited to, translation, adaptation, and resale.
 - ii. The right to be identified as the author of your article, whenever and wherever the article is published, such rights including moral rights arising under § 77, Copyright, Designs & Patents Act 1988, and, so far as is legally possible, any corresponding rights we may have in any territory of the world.
 - iii. The right to retain patent rights, trademark rights, or rights to any process, product or procedure described in your article.
 - iv. The right to post and maintain at any time your 'Author's Original Manuscript (AOM), i.e., the unpublished version of the article created by you prior to peer review; and the article in its published form as supplied by us as a [digital eprint](#) on your own website for personal or professional use, or on your institution's network or intranet or website, or in a subject repository or network, with the acknowledgement: 'The Version of Record of this manuscript has been published and is freely available in <JOURNAL TITLE> <date of publication> <http://www.tandfonline.com/> <Article DOI>.'

WARRANTIES MADE BY YOU AS AUTHOR

7. You warrant that:
- i. All persons who have a reasonable claim to authorship are named in the article as co-authors including yourself, and you have not fabricated or misappropriated anyone's identity, including your own.
 - ii. You have been authorized by all such co-authors to sign this agreement as agent on their behalf, and to agree on their behalf the priority of the assertion of copyright and the order of names in the publication of the article.
 - iii. The article is your original work, apart from any permitted third-party copyright material you include, and does not infringe any intellectual property rights of any other person or entity and cannot be construed as plagiarizing any other published work, including your own published work.
 - iv. The article is not currently under submission to, nor is under consideration by, nor has been accepted by any other journal or publication, nor has been previously published by any other journal or publication, nor has been assigned or licensed by you to any third party.
 - v. The article contains no content that is abusive, defamatory, libellous, obscene, fraudulent, nor in any way infringes the rights of others, nor is in any other way unlawful or in violation of applicable laws.
 - vi. Research reported in the article has been conducted in an ethical and responsible manner, in full compliance with all relevant codes of experimentation and legislation. All articles which report *in vivo* experiments or clinical trials on humans or animals must include a written statement in the Methods section that such work was conducted with the formal approval of the local human subject or animal care committees, and that clinical trials have been registered as applicable legislation requires.
 - vii. Any patient, service user, or participant (or that person's parent or legal guardian) in any research or clinical experiment or study who is described in the article has given written consent to the inclusion of material, text or image, pertaining to themselves, and that they acknowledge that they cannot be identified via the article and that you have anonymized them and that you do not identify them in any way. Where such a person is deceased, you warrant you have obtained the written consent of the deceased person's family or estate.
 - viii. You have complied with all mandatory laboratory health and safety procedures in the course of conducting any experimental work reported in your article; your article contains all appropriate warnings concerning any specific and particular hazards that may be involved in carrying out experiments or procedures described in the article or involved in instructions, materials, or formulae in the article; your article includes explicitly relevant safety precautions; and cites, if an accepted Standard or Code of Practice is relevant, a reference to the relevant Standard or Code.

- ix. You have acknowledged all sources of research funding, as required by your research funder, and disclosed any financial interest or benefit you have arising from the direct applications of your research.
- x. You have obtained the [necessary written permission](#) to include material in your article that is owned and held in copyright by a third party, which shall include but is not limited to any proprietary text, illustration, table, or other material, including data, audio, video, film stills, and screenshots, and any supplemental material.
- xi. You have read and complied with our policy on [publishing ethics](#)
- xii. You have read and complied with the Journal's Instructions for Authors.
- xiii. You will keep us, and our affiliates indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by us as a result of your breach of the warranties given in this agreement.
- xiv. You consent to allowing us to use your article for marketing and promotional purposes.

GOVERNING LAW

8. This agreement (and any dispute, proceeding, claim or controversy in relation to it) is subject to English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

THIRD PARTY ACCESS & USAGE TERMS & CONDITIONS FOR OPEN ACCESS CONTENT RIGHTS ARE GIVEN AT <http://www.tandfonline.com/page/terms-and-conditions>

Schedule 5 – Library Premises

NNo.	Institution	Address	IP addresses
1.	XXXXX	XXXXX	XXXXXX
2.			
2.			

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

Schedule 6 – Fees and Additional Commercial Terms

A. Read & Publish Fees,

<u>Year</u>	<u>Publishing Fee</u>	<u>Readership Fee</u>	<u>Total Read & Publish Fees</u>
<u>2024</u>	<u>Euro xxxxxx</u>	<u>Euro xxxx</u>	<u>Euro xxxxxxxx</u>

B. Article Publishing Charges

The Organisation will pay an equivalent fee at the prevailing APC rate. These can be found at:

<https://www.taylorfrancis.com/authorcharges/>

C. Publication Cap

The Publication Cap will be [xx] Qualifying Articles per [2024].

D. Additional Commercial Terms

- i. Previously acquired perpetual rights are unaffected by this agreement
- ii. Read access is given back to 1997, where available
- iii. The Read & Publish Fees include read access to the titles listed in Schedule 2 for all institutions listed in Schedule 1.
- iv. The Publishing Fees also cover Open Access publishing rights in any T&F Open Select journal which has a Standard (non Premium) APC rate.
- v. Any shortfall of publishing giving rise to a collective equivalent APC value below the Read & Publish Fees will not be refunded.
- vi. Any Open Access publishing over the Read & Publish Fees will be billed at the year at prevailing APC rates.
- vii. The Organisation is under no obligation to publish additional Open Access articles above the equivalent amount of the Read & Publish Fees.
- viii. The Publisher agrees to work with appointed representatives of the Organisation to discuss, agree and make any agreed improvements to the workflow and the functionality of the Research Dashboard

Schedule 7 – Publishing Rights

For journals eligible for publishing rights in this agreement, please refer to the [Taylor & Francis Online Journal Finder](#).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of Journals Sales Director

**INFORMA UK LIMITED TRADING AS TAYLOR &
FRANCIS GROUP**

Signed by

for and on behalf of

3. számú melléklet / Appendix 3.

Előfizető Intézmények listája / List of Consortium Member Institutions

Taylor and Francis consortium 2024		
Taylor and Francis Online – Medical Library		
1	Pécsi Tudományegyetem	University of Pécs
2	Szegedi Tudományegyetem	University of Szeged
Taylor and Francis Online – Science & Technology (S&T)		
1	Nemzeti Közsolgálati Egyetem	National University of Public Service
2	Pécsi Tudományegyetem	University of Pécs
3	Soproni Egyetem	University of Sopron
4	Széchenyi István Egyetem	Széchenyi István University
5	Szegedi Tudományegyetem	University of Szeged
Taylor and Francis Online – Social Sciences & Humanities (SSH) Library		
1	Budapesti Corvinus Egyetem	Corvinus University of Budapest
2	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
3	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design
4	Nemzeti Közsolgálati Egyetem	National University of Public Service
5	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
6	Pécsi Tudományegyetem	University of Pécs
7	Széchenyi István Egyetem	Széchenyi István University
8	Szegedi Tudományegyetem	University of Szeged
9	Társadalomtudományi Kutatóközpont	HUN-REN Centre for Social Sciences

4. számú melléklet / Appendix 4.

KÖZBESZERZÉSI DOKUMENTUMOK / TENDER DOCUMENTATION

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

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

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

Hivatkozással jelen megállapodás V.9. pontjára Szolgáltató nyílt hozzáférést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára az Előfizetett terméket alkotó tudományos folyóiratokban.

With reference to point V.9. of the present agreement, Supplier offers an open access option in scientific journals within the Subscribed Products to the Authors affiliated at one of the Consortium Member Institutions.

Szerződő felek megállapodnak, hogy az Előfizetett termékben megjelent cikkek levelező szerzői a 3. mellékletben szereplő Előfizető Intézmények Jogosult Felhasználói, akik nyílt hozzáférést publikálás esetén mentesülnek a publikálási díj megfizetése alól, 2024-ben legfeljebb 70 darab cikk megjelentetéséig.

Parties agree that publishing of open access articles in Subscribed products is free of article processing charges (APC) for corresponding authors affiliated at one of the Consortium Member Institutions listed in Appendix 3, up to maximum 70 articles in 2024.

Formátum követelmények:

- a tudományos közleményeknek a Creative Commons CC-BY vagy CC-BY-NC licenc alatt kell megjeleníteniük, feltéve, hogy a szerző akként nyújtotta be a cikkét, hogy kinyilvánította, hogy valamely fent megjelölt előfizető intézményben affiliációval rendelkezik. Taylor & Francis a megjelenés lehetőségét affiliációhoz köti. Ez a kiválasztási folyamat jelenleg manuálisan történik, azonban, Taylor & Francis törekszik arra, hogy ezt automatizáltá tegye.
- a szerző köteles feltüntetni, hogy közleménye jelen megállapodás alapján jelent meg

Format requirements:

- scientific articles have to be published under the Creative Commons CC-BY or CC-BY-NC license, provided that the author has submitted her article stating her affiliation to one of the above EISZ Institutions. Taylor & Francis will endeavour to restrict licence choice based on affiliation: being this a manual process, Taylor & Francis is committed to provide an automated solution to achieve such restriction
- it has to be clearly indicated in the articles that they are published based on the present agreement

Az előfizetési díj az alábbi szolgáltatási elemeket tartalmazza a 2024. évben:

The subscription fee for 2024 contains the following service elements:

Előfizetett termék / Subscribed Product	Elérés / Access	Előfizetési díj / Licence Fee
Taylor & Francis Online Library Reading Fee	http://www.tandfonline.com	242 657 EUR
Publishing Fee		216 720 EUR
Total Consortium Value		459 377 EUR