

**A OXFORD UNIVERSITY PRESS JOURNALS
ADATBÁZISHOZ VALÓ HOZZÁFÉRÉSRE IRÁNYULÓ
SZOLGÁLTATÁSI SZERZŐDÉS**

**SERVICE AND SUPPLY CONTRACT
FOR OXFORD UNIVERSITY PRESS JOURNALS
COLLECTION**

A jelen megállapodás létrejött a

**Magyar Tudományos Akadémia Könyvtár és Információs
Központ**

(továbbiakban: Előfizető)

székhelye: 1051 Budapest, Arany János u. 1.

Adószám: 15300289-2-41

Bankszámlaszám: IBAN:

HU45 1003 2000 0032 2946 0000 0000

képviseli: Dr. Monok István főigazgató

és

a **The Chancellors Masters and Scholars of the University
of Oxford** mint "Oxford University Press" (a
továbbiakban: Szolgáltató)

székhelye: Great Clarendon Street, Oxford, OX26 6DP,
Egyesült Királyság

Adószám: GB 125506730

Bankszámlaszám: IBAN: GB77BARC20652678923655

képviseli: Graham Grant, Sales Director

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

PREAMBULUM

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

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: 15300289-2-41

Bank Account No: IBAN:

HU45 1003 2000 0032 2946 0000 0000

represented by Dr. Monok István General Director

and

**The Chancellors Masters and Scholars of the University of
Oxford** trading as "Oxford University Press" (hereinafter
referred to as Supplier)

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

Tax number: GB 125506730

Bank Account No: IBAN: GB77BARC20652678923655

represented by Graham Grant, Sales Director

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

PREAMBLE

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

ÉRTELMEZŐ RENDELKEZÉSEK**DEFINITIONS****Előfizető intézmény**

Előfizető intézmény az a magyarországi vagy határainkon túli magyar közintézmény, nonprofit intézmény és egyházi intézmény, amely a Jogi keretmegállapodás aláírásával csatlakozott az EISZ Nemzeti Programhoz (a 3. sz. mellékletben rögzített intézmények).

Jogosult felhasználó

Jogosult felhasználók a jelen megállapodás 3. számú mellékletében felsorolt Előfizető 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 beíratkozott vagy napijeggyel rendelkező olvasók, akik az Előfizető Intézmény telephelyén található számítógépes munkaállomáson vagy más eszközökön Wifi használatával férnek hozzá az Előfizetett Termékekhez. A Jogosult Felhasználók minden esetben csak biztonságos hálózaton keresztül férhetnek hozzá az Előfizetett Termékekhez.

Napijegyes olvasó

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

Biztonságos hálózat

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

Magyar EduID Föderáció

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

Előfizetett termék(ek)

Jelen szerződés 1. és 5. számú mellékletében meghatározott elektronikus tudományos tartalom.

Consortium Member Institution

Consortium member institutions, namely Hungarian public institutions, not-for-profit institutions and church institutions located in Hungary or crossborders of Hungary, joined in the EISZ National Programme by concluding the Legal Frame Agreement (being each such institution named 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 Consortium Member Institutions permitted by the Subscriber to access the Subscribed Products. In each case Authorized Users may only access the Subscribed Products through a Secure Network.

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 Consortium Member Institution or by Shibboleth-authentication mechanism provided by the Hungarian EduID Federation. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products to Walk-in Users is not permitted.

Hungarian EduID Federation

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

Subscribed Product(s)

Electronic scientific content defined in Appendix 1 and 5 of the present agreement.

I. A SZERZŐDÉS TÁRGYA

I.1. Jelen szerződés célja: (i) a Szolgáltató által a Jogosult felhasználók számára biztosított előfizetés és hozzáférés az Előfizetett termék(ek)hez, és (ii) nyílt hozzáférésű (OA) cikkek közzététele az 5. számú melléklet feltételeinek megfelelően.

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

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

I.3. A Felek kifejezetten egyetértenek abban, hogy a jelen szerződés teljesítésére vonatkozó Szolgáltatói megállapodás („Szolgáltatói megállapodás” – Appendix 2.) beépül a felek közötti jelen szerződésbe.

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 Szolgáltatói megállapodás.

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 Szolgáltatói megállapodásban 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 és Jogosult felhasználók számára annak nem átruházható és nem kizárólagos jogát, hogy (i) az Előfizetett termékeket igénybe vegye, és ezen Előfizetett Termékhez való hozzáférést biztosítsa a 3. sz. mellékletben szereplő Jogosult Felhasználóinak, és (ii) nyílt hozzáférésű (OA) cikkek publikálását teszi lehetővé az 5. számú mellékletben foglalt feltételeknek megfelelően.

Az Előfizető köteles Szolgáltatót haladéktalanul értesíteni a Jogosult Felhasználó intézmények számában és/vagy

I. SUBJECT OF THE CONTRACT

I.1. The purpose of this contract is (i) the subscription and access to the Subscribed Product(s) granted by the Supplier to the Authorized Users of the Consortium Member Institution, and (ii) the publication of OA Articles in accordance with the terms of Appendix 5.

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

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

I.3. Parties expressly agree that of the Supplier's Agreement relating to the performance of this Contract ("Supplier's Agreement" as Appendix 2.) is incorporated into the present Contract between the parties.

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 Contract, public procurement documents, the Supplier's Tender Offer, Supplier's Agreement.

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 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 and its Authorized Users within this Agreement the non-exclusive, non-transferable right to (i) access and use the Subscribed Products as listed in Appendix 3 subject to the terms and conditions of this Agreement, and (ii) publish OA Articles in accordance with the terms and conditions of Appendix 5.

The Subscriber shall promptly notify Supplier of any significant or not significant changes and/or composition in the number of Authorized Users.

összetételében bekövetkezett bármely jelentős vagy nem jelentős változásról.

I.7. Kapcsolattartás

Az Előfizető fő kapcsolattartója:

név: Gaálné Kalydy Dóra, általános főigazgató-helyettes
tel. +36 1-4116292
e-mail: kalydy.dora@konyvtar.mta.hu

A Szolgáltató fő kapcsolattartója a következő:

Név: Schlogl Katalin
Tel: +44 (0) 1865 355469
e-mail: katalin.schlogl@oup.com/
SalesAgreements@oup.com

A vevőszolgálati kapcsolattartó:

Név: Journals Consortia Subscriptions
Tel. +44 (0)1865 353907
e-mail: jnls.consortia@oup.com

II. A SZERZŐDÉS IDŐBELI HATÁLYA

II.1. Jelen szerződés az aláírás napjától 2023. év december hónap 31. napjáig terjedő időszakra érvényes és az előfizetett termékek hozzáférésére vonatkozik a 2023. év tekintetében. A határozott idő lejártát megelőzően a jelen Szerződés rendes felmondással nem szüntethető meg.

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

Ilyen súlyos szerződésszegések lehetnek az alábbiak:

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

I.7. Communication

Subscriber's main contact person is as follows:

name: Dóra Gaálné Kalydy, deputy director general
tel. +36-1-4116292
e-mail: kalydy.dora@konyvtar.mta.hu

Supplier's primary contact is as follows:

Name: Katalin Schlogl
Tel: +44 (0) 1865 355469
e-mail: katalin.schlogl@oup.com/
SalesAgreements@oup.com

Contact person at Customer Service:

Name: Journals Consortia Subscriptions
Tel: +44 (0)1865 353907
e-mail: jnls.consortia@oup.com

II. DURATION OF CONTRACT

II.1. The term of this Agreement shall commence on the date of signature of this Agreement until 31, December 2023. and regards the access to the Subscribed Products in 2023. The Agreement shall not be terminated by ordinary notice prior to the expiry of a limited period defined hereunder.

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

Material breaches of the contract are especially the followings:

- in case of bankruptcy, liquidation or insolvency of any of the Parties— except for cases specified by related law;
- in case of defaulting on payment of subscription fees by Subscriber within 90 days subsequent to due payment date despite of any notice in writing;
- in case of 30 days long insufficient service of the Supplier.

II.3. 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

személy vagy személyes joga szerint jogképes szervezet, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel, vagy ha Szolgáltató közvetetten vagy közvetlenül 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személyben vagy személyes joga szerint jogképes szervezetben, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel.

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

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

III. AZ ELŐFIZETÉSI DÍJ

III.1. A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített összeg: **255 668 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 EUR-ban, két részletben állítja ki az Előfizető számára a jelen Megállapodás mindkét fél általi aláírását követően: egy számla az Előfizetett termékek hozzáférésehez és használatához (azaz „olvasáshoz”); és egy számla az OA-cikkek közzétételére (azaz „közzétételre”) vonatkozóan kerül kiállításra. A Szolgáltató által az „olvasás” és a „közzététel” között felosztott szerződési díjat az 1. számú melléklet határozza meg, és az előfizetői kiadásokon és a cikkek közzétételének becsült kiadásán alapul. Az ilyen felosztás kisebb kerekítéssel történhet, amire a Szolgáltató irányítási rendszerének működése miatt szükség lehet.

laid down in PPA § 62 (1) k) sub-point kb) acquires directly or indirectly a share exceeding 25% in the Supplier, or the Supplier acquires directly or indirectly a share exceeding 25% in any legal person or any organisation having legal capacity under its personal law falling under the provision laid down in PPA § 62 (1) k) sub-point kb).

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

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

III. SERVICE AND SUPPLY FEE

III.1. The Service and Supply Fee for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **255 668 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 Service and Supply 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 by the Supplier to the Subscriber in EUR in two instalments following the signature by both parties of this Agreement: one invoice relating to access to the access and use of the Subscribed Products (i.e. ‘read’); and one invoice relating to publication of OA Articles (i.e. ‘publish’). The Supplier’s allocation of the Agreement Fee between ‘read’ and ‘publish’ is set out in Appendix 1 and is based on the Subscriber’s subscription spend and estimated article publishing output. Such allocation may be subject to minor rounding up variations as may be necessary due to the functionality of the Supplier’s management system.

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

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

IV.4. Minden számlának tartalmaznia kell a szerződés számát, a résztvevő Előfizető intézmények számát, az előfizetés időtartamát, a folyóiratok teljes számát, ha az Előfizetett termékek folyóiratok, és az online termékek listáját, ha az Előfizetett termékek online termékek. A számla nem megfelelő kiállítása esetén az Előfizetőnek 15 napja van arra, hogy írásban jelezze kifogásait.

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

A Szolgáltató bankszámlája a következő:
 Számlavezető bank neve: Barclays Bank
 A bankszámla száma: IBAN: GB77BARC20652678923655
 Swift kód: BARCGB22

V. A SZOLGÁLTATÓ TELJESÍTÉSI KÖTELEZETTSÉGEI

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

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

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. Each invoice is due not later than 30 days from the date of the receipt of the invoice. The contracting authority shall make payment according to Article 6:130 (1)-(2) of the Civil Code. In case of default in payment Supplier is entitled to charge default interest according to the Hungarian Civil Code. Subscriber shall bear any and all costs due to late payment.

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

IV.4. Each invoice shall contain the contract number, the number of Consortium Member Institutions, the subscription period, the total number of journals if the Subscribed Products are journals, and the list of online products if the Subscribed Products are online products. In case of unduly issue of invoice Subscriber has 15 days for noticing its objections in writing.

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

The Supplier's bank account is as follows:
 Bank name: Barclays Bank
 Bank Account No. IBAN: GB77BARC20652678923655
 Swift code: BARCGB22

V. SUPPLIER'S PERFORMANCE OBLIGATIONS

V.1. The Supplier shall take utmost care of the handling of the orders of the Subscriber and ensure that the requirements of the Subscriber are met at an optimum, contractual within the technical and other possibilities customary in the subscription management business.

Supplier shall provide access related to Clause I.1. within 7 days following the subscription of this contract so that within this period Supplier provides full access to the content of its database without any restrictions for the Authorized Users.

Az Előfizetett termékekhez való hozzáférés Biztonságos Hálózaton keresztül történik.

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

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

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

Amennyiben az elérési probléma a Szolgáltatónak felróható okból 5 munkanapon túl is fennáll, minden további nap után Szolgáltató az éves előfizetési díj arányos részét köteles Előfizető számára megtéríteni. A jelen pont alapján visszatérítendő díj arányos része akként kerül megállapításra, hogy Felek a teljes Előfizetési díj összegét elosztják a teljes szerződéses időszakra vonatkozó teljesítéssel érintett napok számával, és a kapott összeget felszorozzák a szolgáltatás-kieséssel érintett napok számával azzal, hogy minden szolgáltatás-kieséssel megkezdett nap egész napnak számít. A jelen bekezdés szerinti igény érvényesítése nem zárja ki Előfizető jelen szerződés, vagy a vonatkozó jogszabályok alapján fennálló egyéb igényének érvényesíthetőségét.

V.4. A Szolgáltató ütemezhet szokásos karbantartási periódusokat, és ésszerű erőfeszítéseket kell tennie annak érdekében, hogy a műszaki kapcsolattartókon keresztül legalább 48 órával a karbantartási időszak előtt kommunikáljon az Előfizetővel.

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

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

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

V.3. Supplier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

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

In the event that the non-conformity materially affects the Subscriber's use of the Subscribed Products, and Supplier fails to repair the nonconformity within five (5) business days, Subscriber shall reimburse Supplier for such problems in an amount that is proportional to the total Fees owed by Subscriber under this Agreement. The fee to be proportionately refunded as per this Section shall be calculated by dividing the full amount of the Fees by the number of days when performance is due under the whole term of the Agreement, and multiplying such amount by the number of days when access was not available, noting that each day commenced by some lack of service shall be accounted for as a whole day. The enforcement of said claim herein shall be without prejudice to the enforcement of any other claims under this Agreement or relevant laws.

V.4. Supplier may schedule usual maintenance periods and should use reasonable efforts to communicate to Subscriber at least 48 hours before the maintenance period via the technical contacts.

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

A Szolgáltató az Előfizetőnek és a Jogosult Felhasználóknak támogatást biztosít az Ügyfélszolgálaton keresztül, ami online, telefonon vagy e-mailben érhető el hivatali időben az Egyesült Királyságban (hétfő-péntek 9-17h.) kivéve az egyesült királyságbeli ünnepnapokat, külön költség nélkül, az alábbiak szerint:

Technikai kapcsolattartó:

Név: Journals Consortia Subscriptions

Tel: +44 (0)1865 353907

e-mail: jnls.consortia@oup.com

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

V.5. A Szolgáltató fenntartja annak jogát, hogy az Előfizetett Termékekből visszavonjon minden olyan tartalmat, mely jogszerűen már nem tartozik oda, illetve alaposan feltételezhető, hogy törvényellenes, káros, félrevezető vagy jogsértő. Szolgáltató jogosult az Előfizetett termék összetételét módosítani, megváltoztatni, illetve más formátumban megjeleníteni. Amennyiben az Előfizetett termék összetételét Szolgáltató módosítani kívánja, a lehető leghamarabb, de legalább 60 nappal a módosítás előtt köteles jelezni ezt Előfizetőnek.

Amennyiben a visszavonás az összes Előfizetett Termékek több, mint 10%-át meghaladja, az Előfizető kezdeményezheti a szerződés megszüntetését a szerződésfelmondási rendelkezésekben foglaltak szerinti szerződésszegés miatt.

V.6. A Szolgáltató az egyes Előfizető intézmények felhasználói tevékenységéről szóló adatszolgáltatásokat online módon hozzáférhetővé teszi az Előfizető intézmény és az előfizető számára, feltéve, hogy (i) az előfizető fiókot hoz létre a Szolgáltatónál az ilyen használati jelentések eléréséhez, és (ii) az előfizető és az Előfizető intézmények írásban értesítik a Szolgáltatót az IP-címek és / vagy a fiókkezelők nevének és e-mail címének változásáról. A használati statisztikai jelentéseknek meg kell felelniük a legújabb COUNTER (Counting Online Usage of NeTworked Electronic Resources) szabványoknak.

V.7. A Szolgáltató online platformján keresztül elérhetővé teszi az Előfizetők számára az Előfizetett termékek metaadatait, és ésszerű erőfeszítéseket tesz a KBART II formátum betartása érdekében. Amennyiben az Előfizetett termékek frissülnek, a frissített metaadatokat röviddel ezután a keresőszolgáltatók és az indexelő partnerek megkapják.

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 in the UK (Monday through Friday from 0900 to 1700 CET, excluding recognized holidays in the UK) at no additional charge to the Subscriber, as follows:

Technical Helpdesk Contact:

Name: Journals Consortia Subscriptions

Tel: +44 (0)1865 353907

e-mail: jnls.consortia@oup.com

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

V.5. Supplier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. Supplier may add, change, or modify portions of the Subscribed Products, or transform the Subscribed Products to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any such changes to Subscriber as soon as is practicable, but in no event less than 60 days before modification.

If any such withdrawal represents more than 10% of the total Subscribed Products, Subscriber may seek to terminate this Agreement for breach pursuant to the termination provisions.

V.6. Supplier shall make usage data reports on the usage activity of each Consortium Member Institution accessible online to the Consortium Member Institution and to the Subscriber, provided that, (i) Subscriber sets up an account with the Supplier to access such usage reports, and (ii) the Subscriber and Consortium Member Institutions notify the Supplier in writing of any changes to the IP addresses, and/or account administrators name and email address. Usage statistic reports shall meet the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release.

V.7. Supplier shall make available to the Subscriber via the Supplier's online platform the metadata for the Subscribed Products, and shall use reasonable efforts to comply with the KBART II format. If updates are made to the Subscribed Products, the updated metadata will be supplied to discovery services and indexing partners shortly thereafter.

V.8. A jogosult felhasználók távoli hozzáféréseinek biztosítása érdekében a Szolgáltatónak biztosítania kell a távoli hozzáférést a Shibboleth-en keresztül, feltéve, hogy az Előfizető intézmények lehetővé tették releváns metaadataik megosztását mind az eduGain, mind az eduID föderációknál.

V.9. A felek ésszerű erőfeszítéseket tesznek a kommunikációra a szerződés időtartama alatt a szerződés megfelelő teljesítésének biztosítása érdekében. A jelen szerződés teljesítésével kapcsolatos bármely feltétel esetén a szerződő fél haladéktalanul tájékoztatja a másik felet az ilyen feltételek megsértéséről vagy feltételezett megszegéséről. A felek felelősek a kommunikáció hiányával vagy késedelmével kapcsolatba hozható okozott károkért.

V.10. A Szolgáltató jogosult megszüntetni vagy felfüggeszteni az Előfizető intézményének az Előfizetett Termékekhez vagy annak bármely részéhez való hozzáférést (bármely más rendelkezésre álló jogorvoslat mellett), ha a Szolgáltató teljes körű meggyőződése, hogy az Előfizetett Termékek bármely részéhez nem, vagy a jelen Megállapodásnak nem megfelelően történt a hozzáférés (feltéve, hogy a Szolgáltató visszaállítja a hozzáférést, amikor az ügyet a Szolgáltató teljes megelégedésére megoldották), vagy az Előfizető intézmény alapvetően megsérti a megállapodást. Ha egy adott Előfizető intézménynek az előfizetési termékekhez való hozzáférést megszüntetik vagy felfüggesztik e rendelkezésnek megfelelően, a többi Előfizető intézmény hozzáférést ez nem érinti.

V.11. Nyílt hozzáférés: Szolgáltató nyílt hozzáférésű megjelenést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára az Előfizetett terméket alkotó tudományos folyóiratokban.

Szolgáltató évente jelentést készít Előfizető számára

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

VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI

VI.1. Az Előfizető és a Jogosult Felhasználói kör nem kizárólagos és nem átruházható alapon:

V.8. In order to ensure remote access for the Authorized users, Supplier shall provide such remote access via Shibboleth, provided that the Consortium Member Institutions have allowed their relevant metadata to be shared with both the eduGain and eduID federations.

V.9. Parties shall use reasonable efforts communicate with each other during the term of this contract to ensure the proper performance of this contract. In the case of any conditions related to the performance of this contract, the contracting party shall promptly inform the other Party of any breach or suspected breach of such conditions. Parties are liable for the damages connected with the lack or delay of communication.

V.10. The Supplier is entitled to terminate or suspend a Consortium Member Institution's access to the Subscribed Products or any portion thereof (in addition to any other available remedies) if the Supplier reasonably believes that any portion of the Subscribed Products is being accessed or used otherwise than in accordance with this Agreement (provided that the Supplier will restore access when the matter has been resolved to the Supplier's reasonable satisfaction), or the Consortium Member Institution commits a material breach of this Agreement. If a particular Consortium Member Institution's access to the Subscribed Products is terminated or suspended in accordance with this clause, access by the other Consortium Member Institutions will remain unaffected.

V.11. 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.

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.

VI. RESPONSIBILITIES OF MEMBER INSTITUTIONS

VI.1. The Subscriber and its Authorized User's may on a non-exclusive and non-transferrable basis

- beléphet, kereshet, böngészhet és bármit megtekinthet az Előfizetett Termékeken belül;
- az Előfizetett Termékek különálló elemeiről, kizárólagosan saját felhasználására nyomtathat, elektronikus másolatot készíthet és tárolhat;
- az Előfizetett Termékek linkjeit elhelyezheti az Előfizető és más Jogosult Felhasználó intranet és internet website-jaira, elektronikus oktatócsomagjaiba és oktatói website-jaira, háttértárakra és oktatási menedzsment rendszereibe.
- Adat- és szövegbányászat: A Jogosult felhasználók szövegelemzés céljából automatizált eszközöket és folyamatokat alkalmazhatnak nem kereskedelmi célú ösztöndíj, kutatási és oktatási célokból, feltéve, hogy: (i) az Előfizetett Termékek bármely másolata kizárólag azért készül, hogy a Jogosult felhasználó azt nem kereskedelmi célú adat- és szövegbányászat céljából használja; (ii) az ilyen másolatokat megfelelő engedély hivatkozás kíséri, beleértve a korlátlan engedélyt is, ha az ilyen nem kereskedelmi jellegű adat- és szövegbányászat eredményeit közzéteszik; (iii) az ilyen példányt nem továbbítják senkinek; (iv) az ilyen példányokat azonnal megsemmisítik, amint azok már nem szükségesek a vonatkozó, nem kereskedelmi jellegű adat- és szövegbányászathoz; (v) a jogosult felhasználó betartja az összes olyan szolgáltatói használati szabályt, amelyet a jogosult felhasználóval közöltek vagy a jogosult felhasználó rendelkezésére bocsátottak, beleértve korlátozás nélküli biztonsági intézkedéseket és a hozzáférés feltételeit; és (vi) a jogosult Felhasználó minden nem kereskedelmi jellegű adat- és szövegbányászati tevékenységet jelez azáltal, hogy megküldi e tevékenység részleteit a Data.Mining@oup.com e-mail címre, és kitölti a Szolgáltató által az erre az e-mailre adott válaszként küldött kérdőívet, amennyiben ezt a Szolgáltató kéri.
- Előfizető és az Jogosult Felhasználók jogosultak 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. Az Előfizető intézmények és a Jogosult felhasználók az eredményeket mások számára elérhetővé tehetik, amennyiben nem az a cél, hogy olyan terméket hozzanak létre harmadik fél számára, amely az Előfizetett termékeket helyettesítené.
- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products;
- incorporate links to 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.
- Text and Data mining: Authorized Users may apply automated tools and processes for the purposes of textual analysis within the context of non-commercial scholarship, research and educational purposes, provided that: (i) any copy of the Subscribed Products is made solely in order for that Authorized User to carry out such non-commercial text and data mining; (ii) any such copy is accompanied by a sufficient acknowledgement, including without limitation acknowledgement if any results of such non-commercial text and data mining are published; (iii) any such copy is not transferred to any other person; (iv) any such copy is promptly destroyed once it is no longer necessary for the relevant non-commercial text and data mining; (v) the Authorized User complies with all Supplier usage policies communicated to the Authorized User or made available to the Authorized User, including without limitation any security measures and conditions of access; and (vi) the Authorized User registers each Non-Commercial Text And Data Mining activity by providing the details of such activity via an email to Data.Mining@oup.com and completing the questionnaire provided by the Supplier in response to such email if requested to do so by the Supplier;
- Members and Authorized Users may make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Subscribed Products. The Subscriber may supply another academic library which is part of a non-commercial organization, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from the Subscribed Product for that user's research or private study (and not for commercial use); such supply must be by post, fax or secure electronic transmission using

Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing.

- Az Előfizető egy másik felsőoktatási könyvtárat is elláthat (mely nem kereskedelmi jellegű szervezet része), nem kizárólagos alapon, és kizárólag azzal a céllal, hogy a befogadó könyvtár felhasználójának eljuttassa az egyedi dokumentum elektronikus eredeti példányát. Az Előfizetett termék az adott felhasználó nem kereskedelmi célú kutatásához vagy magántanulmányaihoz használható fel; az ilyen küldés történhet postai úton, faxon vagy biztonságos elektronikus továbbítás útján, az Ariel vagy annak megfelelő rendszer használatával, ezáltal az elektronikus fájl a nyomtatás után törlődik, és elérhetetlenné válik.
- The Subscriber may supply another academic library which is part of a non-commercial organization, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from the Subscribed Product for that user's research or private study (and not for commercial use); such supply must be by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing.

VI.2. Örökös hozzáférés: Az Előfizető és az Előfizető intézmények jogosultak lesznek nem átruházható, jogdíjmentes, örökös hozzáférésre jogosult felhasználók számára, azok a jelen Szerződés felmondása után felhasználhatják az Előfizetett Termékek azon részét (részeit), amely folyóiratok az előfizetési időszak alatt első alkalommal jelentek meg, erről az 1. számú melléklet rendelkezik.

VI.2. Perpetual access: The Subscriber and the Consortium Member Institutions will be entitled to non-exclusive, royalty-free, perpetual access for their Authorized Users to use, after the termination of this Agreement, the portion(s) of the Subscribed Products that are journals that were published for the first time during the subscription period as specified in Appendix 1.

Amennyiben a Szolgáltató már nem rendelkezik az ilyen Előfizetett Termékek bármelyikével kapcsolatos közzétételi jogokkal, és már nem képes hozzáférést biztosítani hozzájuk, a Szolgáltató minden ésszerű erőfeszítést megtesz, hogy a folyamatos hozzáférést biztosítsa:

If the Supplier ceases to hold the publication rights to any of such Subscribed Products, and is no longer able to provide the access thereto, the Supplier shall make all reasonable efforts to ensure that continuing access is provided:

a. a vonatkozó folyóirat (ok) új kiadójánál; vagy

a. by the new publisher of the relevant journal(s); or

b. a Portico, a CLOCKSS vagy hasonló harmadik fél archívumán keresztül. Ebben az esetben a Szolgáltatónak meg kell adnia a résztvevő Előfizető intézmény minden adatát a harmadik félnek, hogy a résztvevő Előfizető intézmény hozzáférhessen a harmadik fél archívumához; az ilyen hozzáférés feltétele, hogy a résztvevő Előfizető intézmény teljesítse a harmadik fél hozzáférési feltételeit; vagy

b. through Portico, CLOCKSS, or a similar third party archive and in such case the Supplier shall provide all relevant details of the Consortium Member Institution to the third party in order to enable access to the third party archive by the Consortium Member Institution; provided that such access will be subject to Consortium Member Institution fulfilling the third party's terms and condition for access; or

c. azáltal, hogy a résztvevő Előfizetőintézményhez eljuttatja a vonatkozó folyóirat(ok) megfelelő részének elektronikus másolatát a résztvevő Előfizető intézmény általi önálló tárolás céljából; feltéve, hogy ehhez a Szolgáltató jóváhagyása szükséges, és a felek további feltételekben állapodnak meg az elektronikus másolatot biztosító Szolgáltatóval az ilyen elektronikus másolat önálló tárolásával kapcsolatban.

c. by providing the Consortium Member Institution with an electronic copy of the relevant portion(s) of the relevant journal(s) for the purpose of self-hosting by the Consortium Member Institution; provided that this will be subject to the Supplier's approval and to the parties agreeing additional terms and conditions in connection with the Supplier providing the electronic copy and with the self-hosting of such electronic copy.

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

VI.3. Az Előfizető vállalja, hogy ő, valamint az Előfizető intézmény minden tőle telhetőt megtesz annak érdekében, hogy:

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

VII. ZÁRÓ RENDELKEZÉSEK

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

VI.3. The Subscriber shall, and procures that the Consortium Member Institutions shall, use reasonable efforts to:

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

VII. FINAL STIPULATIONS

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.

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

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

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

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

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

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

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

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

VII.8. Szolgáltató kijelenti, hogy a szerződés teljesítéséhez nem vesz igénybe a közbeszerzési eljárásban előírt kizáró okok hatálya alatt álló alvállalkozót.

VII.9. A jelen szerződésre a magyar jog irányadó. A jelen szerződés egymásnak mindenben megfelelő magyar és angol nyelvű változatban készült. A magyar és az angol változat közötti bármely eltérés vagy ellentmondás esetén a szerződés angol nyelvű változata az irányadó.

VII.10. Ha a jelen szerződés egy vagy több rendelkezése érvénytelenné válna, úgy e körülmény az érvényes részeket nem érinti. Az érvénytelen részt úgy kell értelmezni, ahogyan az a szerződéskötő felek eredeti akarata szerint érthetők, figyelemmel a törvényes korlátokra.

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

Budapest, 2023. 06. 28.

Dr. Monok István

főigazgató/General Director

MTA Könyvtár és Információs Központ/
Library and Information Centre of the
Hungarian Academy of Sciences

Előfizető/Subscriber

financial countersign / pénzügyi ellenjegyző

Mellékletek:

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

VII.8. 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.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.

Oxford, 2023. 06. 28.

Graham Grant

Sales Director

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

Szolgáltató/Supplier



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UNIVERSITY PRESS

Appendices:

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

1. számú melléklet / Appendix 1.

ELŐFIZETETT TERMÉK / SUBSCRIBED PRODUCT AND AGREEMENT FEE

Előfizetett termék / Subscribed Product	Előfizetési időszak / Subscription period	Elérés / Access	Előfizetési díj / Agreement Fee
Oxford University Press (OUP) Journals „olvasás/read” nettó ajánlati ár/net price (EUR)	2023	https://academic.oup.com/pages/open-research/read-and-publish-agreements/participating-journals-and-institutions	157 193
Oxford University Press (OUP) Journals „OA publikálás/OA publish” nettó ajánlati ár /net price (EUR)	2023		98 475

Payment schedule	Előfizetési időszak / Subscription period	Invoice(s) issue date
2023 annual service and supply fee	2023	As provisioned in Title IV. of the contract

2. számú melléklet / Appendix 2.
Szolgáltatói megállapodás/ Supplier's Agreement

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CONSORTIUM READ AND PUBLISH AGREEMENT

Explanatory note for Consortium

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

The following is a single framework agreement to cover purchase models for access to the OUP journals, and the publishing of open access articles, that are offered under this agreement.

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

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

COMMERCIAL TERMS

1. **EFFECTIVE DATE:** January 1st 2023
2. **PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
3. **CONSORTIUM:** LIBRARY AND INFORMATION CENTRE OF THE HUNGARIAN ACADEMY OF SCIENCES seated at 1. Arany János u. Budapest, 1051, for itself and as agent for each Customer, as defined below
4. **CUSTOMER:** Each institution named in Schedule D, as amended from time to time.
5. **PUBLICATIONS:** The Journals published online by the Publisher that are (i) listed in Schedule E; and/or (ii) listed in an invoice relating to this Agreement; and/or (iii) as otherwise agreed in writing by the Publisher and the Consortium.
6. **CHARGES:** The prices set out in (a) Schedule B; and/or (b) the Publisher's invoices; and/or (c) as otherwise notified to the Consortium in writing, concerning, in each of the foregoing cases, (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, (iv) Renewal Fees, if relevant, and (v) publication of OA Articles in accordance with the terms of Schedule C.
7. **SUBSCRIPTION AGENT:** N/A
8. **PAYING PARTY:** Consortium
9. **TERM:** The term of this Agreement, being a period commencing on the Effective Date and expiring 12 months thereafter.

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

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


THE PUBLISHER, THE CONSORTIUM AND EACH CUSTOMER (THROUGH THE AGENCY OF THE CONSORTIUM) EACH ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH CONSISTS OF THIS SCHEDULE AND THE ATTACHED TERMS AND APPENDICES.

Signed by 

For and on behalf of the **Publisher**

Name: Graham Grant

Position: Sales Director

Signed by 

For and on behalf of the **Consortium Agent**

Name: Istvan Monok

Position: Director General

Date: 28 June 2023

Date: 28 June 2023

OXFORD
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CONSORTIUM TERMS AND CONDITIONS

1. COMMENCEMENT AND TERM

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

2. DEFINITIONS

- 2.1 In this Agreement, the following defined terms will have the following meanings:

"Authorised User"

an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network, and who is either (i) a current student, faculty member, library patron, employee or contractor of the Customer; or (ii) an individual physically present on the Customer's premises

Charge Request"	a request from an Eligible Author to use the OA Article Allowance to cover the charge for the publication of an OA Article
Charges"	As defined at Charges in the Commercial Terms above and if in relation to the Customer Terms and Conditions, then they have the following definition: the price payable by the Paying Party for access by the Customer and its Authorised Users to the Publications
Commercial Use"	use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
Concurrency Restriction"	for each Publication, respectively, the maximum number of permitted concurrent Authorised Users for that Publication, if applicable, as specified in Schedule E and/or in the relevant invoice and/or as otherwise agreed in writing
Consortium"	as defined at Consortium in the Commercial Terms above
Content-Specific Terms"	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication
Customer"	as defined at Customer in the Commercial Terms above
"Customer Terms and Conditions"	means the standard form institutional agreement (as varied from time to time) in the form set out in Schedule A, by and subject to which the Publisher grants the Customers access to the Publications
Eligible Article"	a research article, review article, brief report, or case report, in each case (i) written by an Eligible Author, (ii) accepted for publication in an Eligible Journal, and (iii) which is Received Into Production during the relevant calendar year of the Agreement. For clarity, articles in supplements (i.e. specifically designated issues supplementary to a journal's usual publication, often sponsored by third parties), are not considered to be Eligible Articles hereunder
Eligible Author"	the corresponding author of an article who is affiliated with a Customer
Eligible Journal(s)"	the Journal(s): (i) listed in Schedule E as being eligible journals as may be updated from time to time by the Publisher, and/or (ii) notified to the Consortium in writing as being eligible journals
Fully OA Journal(s)"	a Journal in which all the articles are published on an open access basis
Hosting Fees"	the fees payable for hosting services as further described in Annex 1 to the Customer Terms and Conditions
Hybrid Journal(s)"	a Journal in which authors can choose to publish articles on an open access basis

Journals"	the online version of the Publisher's journals listed in (i) Schedule E to the Customer Terms and Conditions; and/or (ii) an invoice relating to the Customer Terms and Conditions and/or (iii) otherwise agreed in writing by the Consortium and the Publisher to be added to the Customer Terms and Conditions
Journals Subscription"	A purchased subscription for Journals
Legal Notice"	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication's homepage
Material"	any abstract, article, index, advertising, or other material contained in the Publications and accessed online
No Open Access Journal(s)"	a Journal in which authors cannot publish articles on an open access basis
Non-Commercial Text and Data Mining"	Text And Data Mining for the sole purpose of research for a non-commercial purpose
OA Account"	Publisher's open access account(s) which allows Eligible Authors to use the OA Article Allowance in accordance with the terms of this Agreement
OA Account Process"	The Publisher's document outlining the procedures for using OA Article Allowance, including how Eligible Authors may make Charge Requests, and how the Consortium can manage Charge Requests. This document may be subject to change by the Publisher at any time
OA Article"	an Eligible Article published on an open access basis
OA Article Allowance"	the number of articles that may be published as OA Articles in accordance with the terms of Schedule C
OA Licence"	the Creative Commons or equivalent licence used for publication by the Publisher of an OA Article
Paying Party"	as defined at Paying Party in the Commercial Terms above
Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of the Customer Terms and Conditions and in the Legal Notice for that Publication
Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Customer's order for such Publications is received by the Publisher
Publication Term"	as defined in Clause 2.1 of the Customer Terms and Conditions

Publications"	as defined at Publications in the Commercial Terms above
Publisher"	as defined at Publisher in the Commercial Terms above
Received Into 'roduction"	the manuscript of an article has entered into the Publisher's production process prior to publication
Renewal Fees"	the fees payable for renewal of access to Subscription Publications as further described in Clause 5.4 below
Secure Network"	a network (whether a stand alone network or a virtual network within the Internet, accessible offsite) which is accessible only to Authorised Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorised Users is not a Secure Network
Server"	either the Publisher's server or a third party server designated by the Publisher on which the Publications are mounted and through which the Customer and its Authorised Users may gain access to the Publications by means of the World Wide Web
Subscription Agent"	if/as specified at Subscription Agent in the Commercial Terms above
Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as specified in Schedule E and/or in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in the Customer Terms and Conditions
Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that Publication and expiring on the Subscription End Date for that Publication as specified in Schedule E and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with the Customer Terms and Conditions
Subscription 'ublication"	a Publication which is purchased on a subscription basis
Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule E and/or in the relevant invoice, or as otherwise agreed in writing
Term"	as defined at Term in the Commercial Terms above
Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion

Update Fees" the fees payable for access to Updates as further described in Annex 2 to the Customer Terms and Conditions

3 RESPONSIBILITIES OF THE PUBLISHER

- 3.1 In consideration of the payment by the Paying Party of the relevant Charges due with respect to a given Customer, the Publisher agrees to (a) provide that Customer and its Authorised Users with access to the Publications for the relevant Publication Term(s) in accordance with the Customer Terms and Conditions and (b) publish OA Articles in accordance with the terms and conditions of Schedule C.
- 3.2 The Publisher may at any time withdraw access to and/or suspend the OA Account of any Customer that is in breach of the Customer Terms and Conditions or whose Charges have not been paid as due. For the avoidance of doubt any such withdrawal of access will not entitle the Consortium or Customer to any rebate of Charges.
- 3.3 The Publisher agrees to make available to the Consortium the monthly usage statistics that are made available to all Customers pursuant to Clause 4.2 of the Customer Terms and Conditions.

4 RESPONSIBILITIES OF THE CONSORTIUM

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

5 PAYMENT OF CHARGES

- 5.1 In consideration of the Publisher granting access to and permitting use of the Publications by Customers and their Authorised Users as provided in this Agreement, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of each appropriate invoice. For Journals, the Publisher will invoice the Consortium using separate invoices: one invoice relating to access to the Journals (i.e. 'read'); and one or

more invoice(s) relating to publication of OA Articles (i.e. 'publish'). The Publisher's allocation of the Charges between 'read' and 'publish' is set out in Schedule B and is based on the Customers' subscription spend and estimated article publishing output. Such allocation may be subject to rounding up variations as may be necessary due to the functionality of the Publisher's management system.

- 5.2 If the Consortium is purchasing Publications through a Subscription Agent, the Paying Party will pay the Charges for those Publications to the Subscription Agent. If the Subscription Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof and/or the OA Account or may terminate this Agreement without liability to the Consortium, and the Consortium further agrees that its sole remedy in such circumstances would be against the Subscription Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.3 Where the Paying Party is the Consortium: the Consortium agrees to pay the Publisher the Charges irrespective of whether the Consortium collects any payment from any/all of the Customers. If the Consortium fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof and/or the OA Account or may terminate this Agreement without liability to the Consortium or to any Customer, and the Consortium and Customers, respectively, agree that the sole remedy in such circumstances would be the Customers' remedies against the Consortium and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.4 In the case of Subscription Publications, no later than 60 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Consortium of the Renewal Fees for a new agreed term as agreed by the parties, and shall invoice the Paying Party for this amount. Upon payment of such Renewal Fees, the Subscription Period will be extended by that further period. Payment for that period will be due to the Publisher within 30 days from the date of the invoice.
- 5.5 In the case of Journals, If a Customer has an existing subscription to one or more Journals (including Journals that (i) are included within a Journals collection; or (ii) are subscribed to outside of a Journals collection; or (iii) have transferred from other publishers), and provided that any such Journal was subscribed to by the Customer no more than 12 months before the current Subscription Period of that Journal, the Charges payable hereunder will be inclusive of the online only list price for such existing subscription.
- 5.6 The Charges and (for Subscription Publications) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorised Users.
- 5.7 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges and (for Subscription Publications) Renewal Fees for the relevant Subscription Period have been received by the Publisher.
- 5.8 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Paying Party following delivery of a valid invoice from the Publisher.
- 5.9 The Paying Party shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Paying Party is required to make such deduction and/or withholding, the Paying Party shall formally notify the Publisher before any such deduction and/or withholding is made and paid to the authority concerned and further shall at the written request of the Publisher, assist the Publisher to claim exemption or

preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Paying Party may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.

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

7. ETHICAL CONDUCT

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

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

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

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

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

7.4 The Consortium shall promptly report any apparent breach of clauses 7.1 or 7.2 to Publisher.

7.5 The Consortium Agent shall comply with the OUP Partner Code of Conduct, as provided to the Consortium and as updated by the Publisher in execution of any services for or on behalf of the Publisher.

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

7.7 In this clause 7:

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

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

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

7.8 The Consortium shall:

7.8.1 maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Consortium to take adequate procedures pursuant to Clause **Error! Reference source not found.** and make such records available to the Publisher, its advisors and auditors on reasonable notice;

7.8.2 co-operate with the Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this Clause **Error! Reference source not found.**; and

7.8.3 co-operate with the Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this Clause **Error! Reference source not found.**; and

7.8.4 answer, in reasonable detail, any written or oral inquiry from Publisher related to the Consortium Agent's compliance with this clause 7; and

8 TERMINATION

8.1

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

8.3 The Publisher reserves the right to withdraw from the Publications and/or cease providing hosting services for content that it no longer retains the right to provide or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable without incurring any liability to the Consortium or the Customer.

Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the parties accruing up to the date of termination.

9 REPRESENTATIONS AND WARRANTIES

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

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

respective obligations under this Agreement.

- 9.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 9.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM, OR ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH THE PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 9.5
- 9.6 THE CONSORTIUM AGREES ON ITS OWN BEHALF AND ON BEHALF OF THE CUSTOMERS THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CONSORTIUM, CUSTOMER, AND/OR THE RESPECTIVE CUSTOMERS' AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE PUBLISHER UNDER THIS AGREEMENT FOR ACCESS TO THE RELEVANT PUBLICATIONS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
- 9.7 THE CONSORTIUM AGENT WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH OF THE CUSTOMERS THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CUSTOMER TERMS AND CONDITIONS AND THAT EACH OF THE CUSTOMERS HAD BEEN PROVIDED WITH A COPY OF THE CUSTOMER TERMS AND CONDITIONS PRIOR TO THE START OF THE RELEVANT PUBLICATION TERM..

10 TAX COMPLIANCE

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

11 GENERAL

- 11.1 This Agreement is personal to Consortium and the respective Customers (through the agency of the Consortium) and neither this Agreement nor any of the rights or obligations under it may be assigned or sublicensed by the Consortium or by any Customer without the prior written consent

of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.

- 11.2 Where expressly stated, formal notices (including but not limited to legal documents) required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All formal notices to the Publisher shall be marked for the attention of the Sales Director, Oxford Journals, with a copy to the Group Legal Director.
- 11.3 Subject to Clause ~~Error! Reference source not found.~~, this Agreement constitutes the entire agreement of the parties about its subject matter supersedes all prior communications, understandings and (whether written or oral) relating to its subject matter. The terms and conditions of this Agreement may only be varied by an authorised official of the Publisher, in writing. Except as provided above, the terms and conditions of this Agreement override all conditions provided by the Consortium or any Customer.
- 11.4 Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 11.5 This Agreement may be amended:
- 11.5.1 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Consortium will have thirty (30) days' prior written notice of any such proposed amendment and the Consortium will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Consortium's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 11.5.2 by agreement in writing executed by all parties.
- Notice of any proposed amendments to this Agreement may be delivered to the Consortium by the Publisher electronically through the Publisher's online customer support account management system.
- 11.6 Notwithstanding anything to the contrary herein, neither the Consortium nor the Publisher will be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 11.7 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 11.8 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

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

SCHEDULE A
CUSTOMER TERMS AND CONDITIONS

1 COMMENCEMENT AND ANNEXES

- 1.1 All defined terms can be found in the Consortium Terms and Conditions at Clause 2.:
- 1.2 The Customer and its Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s).
- 1.3 Any order placed by the Customer for access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a subscription basis subject to the terms of these Customer Terms and Conditions. The Customer is responsible for ensuring that the terms of its order(s) are complete and accurate.
- 1.4 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).
- 1.5 The terms in Annexes 1 and 2 will apply only in the following circumstances:
- 1.5.1 For any Journals Subscription: Annex 1 to these Customer Terms and Conditions applies to each such Journals Subscription.
- 1.6 The terms of Schedule C will apply in respect of the publication of OA Articles.

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

- 2.1 In these Customer Terms and Conditions, "Publication Term" will mean:
- 2.1.1 for each Subscription Publication, the Subscription Period for that Publication;
and
- 2.2 For each Publication, respectively, during the relevant Publication's Publication Term, the Customer may allow its Authorised Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of these Customer Terms and Conditions, including the restrictions listed in Clause ~~Error! Reference source not found.~~ below) to:
- 2.2.1 access the Server by means of a Secure Network in order to search the Publications and to view, retrieve, and display portions thereof;
- 2.2.2 save and print out single copies of portions of the Publications for personal use;
- 2.2.3 *if the Customer is an academic institution*, incorporate links to the Publications in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit (provided that no person other than an Authorised User may use such links);
- 2.2.4 *If the Customer is an academic library or library which is part of a non-commercial organisation*, the Customer may supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic

original of an individual document from a Publication for that patron's research or private study (and not for Commercial Use), provided that:

- 2.2.4.1 such copy is provided in response to the recipient library's request therefor;
- 2.2.4.2 if the Customer charges the recipient library for such copy, then the sum charged is calculated by reference to the costs attributable to the production of the copy;
- 2.2.4.3 such supply is by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing; and
- 2.2.4.4 at the time of making the copy, the Customer does not know, nor could it reasonably find out, the name and address of a person entitled to authorise the making of such copy.

The requirement as set out at Clause 2.2.4.4 above does not apply to requests for Journal documents.

2.2.5 *if the Customer is an academic institution*, permit an Authorised User to make a copy of the Publication(s) or portions thereof in order for that Authorised User to carry out Non-Commercial Text And Data Mining in relation to the Publication(s) or portions thereof, provided that:

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

2.2.6

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

- 2.3.1 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
- 2.3.2 systematically make printed or electronic copies of of the Publications for any purpose except as permitted by law or as authorised by Publisher;

- 2.3.3 display or distribute any part of the Publications via any method other than the Secure Network;
- 2.3.4 permit anyone other than Authorised Users to access or use the Publications;
- 2.3.5 use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.4, with respect to each Publication, the rights granted in Clause 2.2 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, and/or (c) Content-Specific Terms.

2.4 In the case of any conflict or ambiguity between:

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

3. ACCESS AND SECURITY

3.1 If the Publisher is hosting the Publications:

- 3.1.1 in order to provide access to Journals, the Publisher shall provide the Customer with a customer number as necessary to enable the Customer to set up and activate the Customer's online access to the Journals

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

3.3 The Customer shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Customer and its Authorised Users in these Customer Terms and Conditions. In particular the Customer shall notify all Authorised Users that the Publications are protected by copyright and the Authorised Users' access to and use of the Publications is subject to the restrictions and obligations contained in these Customer Terms and Conditions.

- 3.3.1 3.4 The Customer shall notify the Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorised use of any Password(s) by email to the following address: privacy@oup.com; (b) any breach of the Secured Network that could compromise the security or integrity of the Publications or Password(s) by email to the following address: privacy@oup.com; or (c) any breach by an Authorised User of these Customer Terms and Conditions by email to the following address: salesagreements@oup.com and formal notice to the Group Legal Director..

3.5 The obligations in this Clause **Error! Reference source not found.** are designed to protect the security and authorised use of the Publications. The Publisher is reliant on the Customer fulfilling its obligations under these Customer Terms and Conditions in order to accomplish this goal and, accordingly, upon the Publisher's request, the Customer shall terminate access to the Publications by any Authorised User whose actions or omissions contravene these Customer Terms and Conditions. 3.6 The Publisher reserves the right to suspend the Customer's access to the Publications or any portion thereof (in addition to any other available remedies) and/or the Customer's OA Account if:

- 3.6.1 the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with these Customer Terms and Conditions (including, without limitation, in breach of this Clause 3 or Clause **Error!**

Reference source not found); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or

3.6.2 the Customer commits a material breach of these Customer Terms and Conditions.

3.4

4. RESPONSIBILITIES OF PUBLISHER

4.1 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:

4.1.1 to make the Publications available online to the Customer throughout that Publication's Publication Term;;

4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current industry standards or publishers publishing materials online;

4.1.3 to restore the Customer's access to the Publications as soon as possible in the event of an interruption or suspension of the service.

4.1.4 to provide, or arrange for a third party to provide, customer support services to Authorised Users.

4.2 The Publisher agrees to publish OA Articles in accordance with the terms and conditions of Schedule C.

4.3 To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Customer) and subject to the last sentence of this Clause, the Publisher will make available to the Customer monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Customer's Authorised Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at <https://cop5.projectcounter.org/en/5.0.2>). The Customer acknowledges that the Publisher will not be able to provide accurate usage reports if the Customer stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway.

5. PAYMENT OF THE CHARGES

5.1 In consideration of the Publisher granting access to and permitting use of the Publications by the Customer and its Authorised Users as provided in these Customer Terms and Conditions, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of an appropriate invoice. The Publisher will invoice the Paying Party using two separate invoices: one invoice relating to access to the Publications (i.e. 'read'); and one invoice relating to publication of OA Articles (i.e. 'publish'). The Publisher's allocation of the Charges between 'read' and 'publish' is set out in Schedule B and is based on the Customers' subscription spend and estimated article publishing output. Such allocation may be subject to rounding up variations as may be necessary due to the functionality of the Publisher's management system.

5.2 Where the Paying Party is the Consortium: The Consortium has agreed to pay to the Publisher the total Charges due to the Publisher and no additional charges are due by the Customer to the Publisher in respect of these Customer Terms and Conditions.

- 5.3 Where the Paying Party is the Customer: If the Customer fails to pay the Charges due in respect of the relevant Publication Period, then the Publisher may increase the Charges payable by each of the other Customers for that Publication Period, according to the number of Customers that have entered into this Agreement and paid the Charges.
- 5.4 If the Customer is purchasing Publications through a Subscription Agent, the Paying Party will pay the Charges for those Publications to the Subscription Agent. If the Subscription Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof and/or the OA Account or may terminate this Agreement without liability to the Customer, and the Customer further agrees that its sole remedy in such circumstances would be against the Subscription Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.5 In the case of Subscription Publications, no later than 60 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Consortium of the Renewal Fees for a new agreed term as agreed by the parties, and shall invoice the Paying Party for this amount. Upon payment of such Renewal Fees, the Subscription Period will be extended by that further period. Payment for that period will be due to the Publisher within 30 days from the date of the invoice.
- 5.6 In the case of Journals, If a Customer has an existing subscription to one or more Journals (including Journals that (i) are included within a Journals collection; or (ii) are subscribed to outside of a Journals collection; or (iii) have transferred from other publishers), and provided that any such Journal was subscribed to by the Customer no more than 12 months before the current Subscription Period of that Journal, the Charges payable hereunder will be inclusive of the online only list price for such existing subscription.
- 5.7 The Charges and (for Subscription Publications) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorised Users.
- 5.8 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges and (for Subscription Publications) Renewal Fees for the relevant Subscription Period have been received by the Publisher.
- 5.9 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Paying Party following delivery of a valid invoice from Publisher.
- 5.10 The Paying Party shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Paying Party is required to make such deduction and/or withholding, the Paying Party shall formally notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Paying Party may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

5. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, Publisher Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by the Publisher and the Customer further acknowledges

that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access the Publications in accordance with the terms and conditions of this Agreement.

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

ANNEX 1 – ADDITIONAL TERMS FOR A JOURNALS SUBSCRIPTION

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to a Journals Subscription, if any, access to which is purchased by or on behalf of the Customer pursuant to an agreement with the Publisher.
2. Subject to Clause 3 of this Annex, and notwithstanding the expiry of the Subscription Period, the Customer will be entitled to perpetual access on the same terms as these Customer Terms and Conditions to the portion(s) of the Journals that were published for the first time during the Subscription Period, provided that the Customer shall pay any relevant Hosting Fees, following the procedure set out in Clause 4 of this Annex.
3. If the Publisher ceases to hold the publication rights to any of the Journals, and is no longer able to provide the access thereto described in Clause 2 of this Annex, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
 - a. by the new publisher of the relevant Journal(s); or
 - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer; provided that such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
 - c. by providing the Customer with an electronic copy of the relevant portion(s) of the relevant Journal(s) for the purpose of self-hosting by the Customer; provided that this will be subject to the Publisher's approval and to the parties agreeing additional terms and conditions in connection with the Publisher providing the electronic copy and with the self-hosting of such electronic copy.
4. The provisions relating to hosting services are as follows:
 - a. The Publisher shall calculate the Hosting Fees payable for hosting services on the basis of a rolling twelve (12) month period or such other hosting period as may be specified by the Publisher.
 - b. No later than sixty (60) days before the end of any current hosting period, the Publisher may send the Customer an invoice for the Hosting Fees for renewal of such hosting services for a further twelve (12) month period or such other period as may be specified by the Publisher. These Hosting Fees may be higher than the Hosting Fees for the then current hosting period. If the Customer does not pay the Hosting Fees prior to commencement of the hosting period to which they relate, the Publisher may terminate such hosting services on written notice to the Customer.
 - c. If the Publisher does not wish to continue hosting all or any of the Journals, whether due to ceasing publication of the Journal in question or otherwise, it shall give the Customer not less than ninety (90) days' notice of the termination of such hosting services and shall credit the Customer all Hosting Fees applicable to the unexpired term of the then current hosting period on a pro rata basis.
 - d. If the Publisher terminates such hosting services pursuant to Clauses 3(b) or 3(c) of this Annex, above, the Publisher shall enable continuing access to the Journals in question by providing the Customer an electronic file containing the content of the Journals in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Customer. Such provision will be subject to the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Customer with any Journal or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way. This Agreement will apply (or will continue to apply), regardless of who is hosting the Journal, unless expressly stated otherwise herein.

- e. No Hosting Fees shall be charged while the Customer has a current Journal Subscription to any collection of Journals.

SCHEDULE B

CHARGES

<u>Year</u>	<u>Read</u>	<u>Publish</u>	<u>Total</u>
2023	€157,193	€98,475	€255,668

**SCHEDULE E
PUBLICATIONS**

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

SUBSCRIPTION PUBLICATIONS

Journals

The most up to date information on the eligibility of the Journals for open access publishing can be found on the Publisher's website, and as of the effective date of this Agreement, at the following URL: https://academic.oup.com/journals/pages/authors/production_and_publication/publication-charges/read-and-publish-agreements/participating-journals-and-institutions

Hybrid and No Open Access Journals

Customers have read access to the following Journals

Journal Title	Journal model	Online ISSN	Eligible for hybrid R&P deals?
Adaptation	Hybrid	1755-0645	yes
Aesthetic Surgery Journal	Hybrid	1527-330X	yes
African Affairs	Hybrid	1468-2621	yes
Age And Ageing	Hybrid	1468-2834	yes
Alcohol And Alcoholism	Hybrid	1464-3502	yes
American Entomologist	Hybrid	2155-9902	yes
American Historical Review	Hybrid	1937-5239	Yes
American Journal of Clinical Pathology	Hybrid	1943-7722	yes
American Journal of Comparative Law	Hybrid	2326-9197	yes
American Journal Of Epidemiology	Hybrid	1476-6256	yes
American Journal of Health-System Pharmacy	Hybrid	1535-2900	yes
American Journal of Hypertension	Hybrid	1941-7225	yes
American Journal of Legal History	Hybrid	2161-797X	yes
American Law And Economics Review	Hybrid	1465-7260	yes
American Literary History	Hybrid	1468-4365	yes
Analysis	Hybrid	1467-8284	yes
Annals of Behavioral Medicine	Hybrid	1532-4796	yes
Annals Of Botany	Hybrid	1095-8290	yes
Annals of the Entomological Society of America	Hybrid	1938-2901	yes
Annals of Work Exposures and Health	Hybrid	2398-7316	yes
Applied Linguistics	Hybrid	1477-450X	yes
Arbitration International	Hybrid	1875-8398	yes
Archives of Clinical Neuropsychology	Hybrid	1873-5843	yes
Aristotelian Society Supplementary Volume	Hybrid	1467-8349	yes

Astronomy & Geophysics	No Open Access	1468-4004	No
Behavioral Ecology	Hybrid	1465-7279	yes
Biological Journal of the Linnean Society	Hybrid	1095-8312	yes
Biology of Reproduction	Hybrid	1529-7268	yes
Biometrika	Hybrid	1464-3510	yes
BioScience	Hybrid	1525-3244	yes
Bioscience, Biotechnology, and Biochemistry	Hybrid	1347-6947	yes
Biostatistics	Hybrid	1468-4357	yes
Botanical Journal of the Linnean Society	Hybrid	1095-8339	yes
Brain	Hybrid	1460-2156	yes
Briefings In Bioinformatics	Hybrid	1477-4054	yes
Briefings in Functional Genomics	Hybrid	2041-2657	yes
British Journal of Aesthetics	Hybrid	1468-2842	yes
British Journal Of Criminology	Hybrid	1464-3529	yes
British Journal of Dermatology	Hybrid	1365-2133	yes
British Journal of Surgery	Hybrid	1365-2168	yes
British Medical Bulletin	Hybrid	1471-8391	yes
Bulletin of the Institute of Classical Studies	Hybrid	2041-5370	yes
Cambridge Journal Of Economics	Hybrid	1464-3545	yes
Cambridge Journal Of Regions, Economy And Society	Hybrid	1752-1386	yes
Capital Markets Law Journal	Hybrid	1750-7227	yes
Carcinogenesis	Hybrid	1460-2180	yes
Cardiovascular Research	Hybrid	1755-3245	yes
Cerebral Cortex	Hybrid	1460-2199	yes
Cesifo Economic Studies	Hybrid	1612-7501	yes
Chemical Senses	Hybrid	1464-3553	yes
Children and Schools	No Open Access	1545-682X	No
Chinese Journal of International Law	Hybrid	1746-9937	yes
Christian Bioethics	Hybrid	1744-4195	yes
Classical Receptions Journal	Hybrid	1759-5142	yes
Clinical & Experimental Immunology	Hybrid	1365-2249	yes
Clinical and Experimental Dermatology	Hybrid	1365-2230	yes
Clinical Chemistry	Hybrid	1530-8561	yes
Clinical Infectious Diseases	Hybrid	1537-6591	yes
Communication Theory	Hybrid	1468-2885	yes
Communication, Culture and Critique	Hybrid	1753-9137	yes
Community Development Journal	Hybrid	1468-2656	yes
Contemporary Women's Writing	Hybrid	1754-1484	yes
Contributions To Political Economy	Hybrid	1464-3588	yes
Current Legal Problems	Hybrid	2044-8422	yes
Digital Scholarship in the Humanities	Hybrid	2055-768X	yes
Diplomatic History	Hybrid	1467-7709	yes
Diseases of the Esophagus	Hybrid	1442-2050	yes
Early Music	Hybrid	1741-7260	yes
Economic Policy	Hybrid	1468-0327	yes

Elt Journal	Hybrid	1477-4526	yes
Endocrine Reviews	Hybrid	1945-7189	yes
Endocrinology	Hybrid	1945-7170	yes
English	Hybrid	1756-1124	yes
Environmental Entomology	Hybrid	1938-2936	yes
Epidemiologic Reviews	Hybrid	1478-6729	yes
Essays In Criticism	Hybrid	1471-6852	yes
European Heart Journal	Hybrid	1522-9645	yes
European Heart Journal - Cardiovascular Imaging	Hybrid	2047-2412	yes
European Heart Journal - Cardiovascular Pharmacotherapy	Hybrid	2055-6845	yes
European Heart Journal - Quality of Care and Clinical Outcomes	Hybrid	2058-1742	yes
European Heart Journal Supplements	Hybrid	1554-2815	No
European Heart Journal: Acute Cardiovascular Care	Hybrid	2048-8734	yes
European Journal of Cardio-Thoracic Surgery	Hybrid	1873-734X	yes
European Journal of Cardiovascular Nursing	Hybrid	1873-1953	yes
European Journal of Endocrinology	Hybrid	1479-683X	Yes
European Journal Of International Law	Hybrid	1464-3596	yes
European Journal of Orthodontics	Hybrid	1460-2210	yes
European Journal of Preventive Cardiology	Hybrid	2047-4881	yes
European Review Of Agricultural Economics	Hybrid	1464-3618	yes
European Review of Economic History	Hybrid	1474-0044	yes
European Sociological Review	Hybrid	1468-2672	yes
Evolution	Hybrid	1558-5646	yes
Family Practice	Hybrid	1460-2229	yes
FEMS Microbiology Ecology	Hybrid	1574-6941	yes
FEMS Microbiology Letters	Hybrid	1574-6968	yes
FEMS Microbiology Reviews	Hybrid	1574-6976	yes
FEMS Yeast Research	Hybrid	1567-1364	yes
Foreign Policy Analysis	Hybrid	1743-8594	yes
Forest Science	Hybrid	1938-3738	yes
Forestry: An International Journal Of Forest Research	Hybrid	1464-3626	yes
Forum For Modern Language Studies	Hybrid	1471-6860	yes
French History	Hybrid	1477-4542	yes
French Studies	Hybrid	1468-2931	yes
French Studies Bulletin	Hybrid	1748-9180	yes
Genetics	Hybrid	1943-2631	yes
Geophysical Journal International	Hybrid	1365-246X	yes
German History	Hybrid	1477-089X	yes
Glycobiology	Hybrid	1460-2423	yes
GRUR International	Hybrid	2632-8550	yes
Health and Social Work	No Open Access	1545-6854	No
Health Education Research	Hybrid	1465-3648	yes
Health Policy And Planning	Hybrid	1460-2237	yes
Health Promotion International	Hybrid	1460-2245	yes

Historical Research	Hybrid	1468-2281	yes
History Workshop Journal	Hybrid	1477-4569	yes
Holocaust And Genocide Studies	Hybrid	1476-7937	yes
Human Communication Research	Hybrid	1468-2958	yes
Human Molecular Genetics	Hybrid	1460-2083	yes
Human Reproduction	Hybrid	1460-2350	yes
Human Reproduction Update	Hybrid	1460-2369	yes
Human Rights Law Review	Hybrid	1744-1021	yes
ICSID Review - Foreign Investment Law Journal	Hybrid	2049-1999	yes
IMA Journal Of Management Mathematics	Hybrid	1471-6798	yes
Ima Journal Of Mathematical Control And Information	Hybrid	1471-6887	yes
Ima Journal Of Numerical Analysis	Hybrid	1464-3642	yes
Industrial And Corporate Change	Hybrid	1464-3650	yes
Industrial Law Journal	Hybrid	1464-3669	yes
Inflammatory Bowel Diseases	Hybrid	1536-4844	yes
Information and Inference: a journal of the IMA	Hybrid	2049-8772	yes
Insect Systematics and Diversity	Hybrid	2399-3421	yes
Integrative And Comparative Biology	Hybrid	1557-7023	yes
Integrative Biology	Hybrid	1757-9708	yes
Interacting with Computers	Hybrid	1873-7951	yes
International Affairs	Hybrid	1468-2346	yes
International Data Privacy Law	Hybrid	2044-4001	yes
International Immunology	Hybrid	1460-2377	yes
International Journal For Quality In Health Care	Hybrid	1464-3677	yes
International Journal Of Constitutional Law	Hybrid	1474-2659	yes
International Journal Of Epidemiology	Hybrid	1464-3685	yes
International Journal Of Law And Information Technology	Hybrid	1464-3693	yes
International Journal Of Law, Policy And The Family	Hybrid	1464-3707	yes
International Journal Of Lexicography	Hybrid	1477-4577	yes
International Journal of Pharmacy Practice	Hybrid	2042-7174	yes
International Journal Of Public Opinion Research	Hybrid	1471-6909	yes
International Journal Of Refugee Law	Hybrid	1464-3715	yes
International Journal Of Transitional Justice	Hybrid	1752-7724	yes
International Mathematics Research Notices	Hybrid	1687-0247	yes
International Political Sociology	Hybrid	1749-5687	yes
International Relations Of The Asia-pacific	Hybrid	1470-4838	yes
International Studies Perspectives	Hybrid	1528-3585	yes
International Studies Quarterly	Hybrid	1468-2478	yes
International Studies Review	Hybrid	1468-2486	yes
ISLE: Interdisciplinary Studies in Literature and Environment	Hybrid	1759-1090	yes
Itnow	No Open Access	1746-5710	No
Japanese Journal Of Clinical Oncology	Hybrid	1465-3621	yes
Jerusalem Review of Legal Studies	Hybrid	2219-7117	yes
JNCI Monographs	hybrid	1745-6614	No
Journal Of African Economies	Hybrid	1464-3723	yes

Journal of American History	No Open Access	1945-2314	No
Journal of Analytical Toxicology	Hybrid	1945-2403	yes
Journal of Animal Science	Hybrid	1525-3163	yes
Journal of Antimicrobial Chemotherapy	Hybrid	1460-2091	yes
Journal of Antitrust Enforcement	Hybrid	2050-0696	yes
Journal of AOAC International	Hybrid	1944-7922	yes
Journal of Applied Microbiology	Hybrid	1365-2672	Yes
Journal of Breast Imaging	Hybrid	2631-6129	yes
Journal of Burn Care & Research	Hybrid	1559-0488	yes
Journal of Chromatographic Science	Hybrid	1945-239X	yes
Journal of Church and State	Hybrid	2040-4867	yes
Journal of Communication	Hybrid	1460-2466	yes
Journal Of Competition Law & Economics	Hybrid	1744-6422	yes
Journal of Complex Networks	Hybrid	2051-1329	yes
Journal Of Conflict And Security Law	Hybrid	1467-7962	yes
Journal of Consumer Research	Hybrid	1537-5277	yes
Journal of Crohn's and Colitis	Hybrid	1876-4479	yes
Journal of Crustacean Biology	Hybrid	1937-240X	yes
Journal Of Deaf Studies And Deaf Education	Hybrid	1465-7325	yes
Journal Of Design History	Hybrid	1741-7279	yes
Journal of Economic Entomology	Hybrid	1938-291X	yes
Journal Of Economic Geography	Hybrid	1468-2710	yes
Journal Of Environmental Law	Hybrid	1464-374X	yes
Journal of European Competition Law and Practice	Hybrid	2041-7772	yes
Journal Of Experimental Botany	Hybrid	1460-2431	yes
Journal Of Financial Econometrics	Hybrid	1479-8417	yes
Journal of Financial Regulation	Hybrid	2053-4841	yes
Journal of Forestry	Hybrid	1938-3746	yes
Journal of Global Security Studies	Hybrid	2057-3189	yes
Journal Of Heredity	Hybrid	1465-7333	yes
Journal of Hindu Studies	Hybrid	1756-4263	yes
Journal of Human Rights Practice	Hybrid	1757-9627	yes
Journal Of Intellectual Property Law and Practice	Hybrid	1747-1540	yes
Journal Of International Criminal Justice	Hybrid	1478-1395	yes
Journal of International Dispute Settlement	Hybrid	2040-3593	yes
Journal Of International Economic Law	Hybrid	1464-3758	yes
Journal Of Islamic Studies	Hybrid	1471-6917	yes
Journal of Language Evolution	Hybrid	2058-458X	yes
Journal Of Logic And Computation	Hybrid	1465-363X	yes
Journal of Mammalogy	Hybrid	1545-1542	yes
Journal of Medical Entomology	Hybrid	1938-2928	yes
Journal of Medicine and Philosophy	Hybrid	1744-5019	yes
Journal Of Molluscan Studies	Hybrid	1464-3766	yes
Journal of Music Therapy	Hybrid	2053-7395	yes
Journal of Neuropathology and Experimental Neurology	Hybrid	1554-6578	yes
Journal Of Pediatric Psychology	Hybrid	1465-735X	yes

Journal Of Petrology	Hybrid	1460-2415	yes
Journal of Pharmaceutical Health Services Research	Hybrid	1759-8893	yes
Journal of Pharmacy and Pharmacology	Hybrid	2042-7158	yes
Journal Of Plankton Research	Hybrid	1464-3774	yes
Journal of Professions and Organization	Hybrid	2051-8811	yes
Journal Of Public Administration Research And Theory	Hybrid	1477-9803	yes
Journal Of Public Health	Hybrid	1741-3850	yes
Journal Of Refugee Studies	Hybrid	1471-6925	yes
Journal Of Semantics	Hybrid	1477-4593	yes
Journal Of Semitic Studies	Hybrid	1477-8556	yes
Journal of Social History	Hybrid	1527-1897	yes
Journal of Survey Statistics and Methodology	Hybrid	2325-0992	yes
Journal Of The American Academy Of Religion	Hybrid	1477-4585	yes
Journal of the American Medical Informatics Association	Hybrid	1527-974X	yes
Journal of the European Economic Association	Hybrid	1542-4774	yes
Journal Of The History Of Collections	Hybrid	1477-8564	yes
Journal Of The History Of Medicine And Allied Sciences	Hybrid	1468-4373	yes
Journal of Leukocyte Biology	Hybrid	1938-3673	yes
Journal of the National Cancer Institute	Hybrid	1460-2105	yes
Journal of the Pediatric Infectious Diseases Society	Hybrid	2048-7207	yes
Journal of Philosophy of Education	Hybrid	1467-9752	yes
Journal of the Royal Statistical Society A: Statistics in Society	Hybrid	1467-985X	Yes
Journal of the Royal Statistical Society B: Statistical Methodology	Hybrid	1467-9868	yes
Journal of the Royal Statistical Society C: Applied Statistics	Hybrid	1467-9876	yes
Journal Of Theological Studies	Hybrid	1477-4607	yes
Journal of Travel Medicine	Hybrid	1708-8305	yes
Journal Of Tropical Pediatrics	Hybrid	1465-3664	yes
Journal of Victorian Culture	Hybrid	1750-0133	yes
Journal of World Energy Law & Business	Hybrid	1754-9965	yes
Journals of Gerontology Series A: Biomedical Sciences and Medical Sciences	Hybrid	1758-535X	yes
Journals of Gerontology Series B: Psychological Sciences and Social Sciences	Hybrid	1758-5368	yes
Laboratory Medicine	Hybrid	1943-7730	yes
Law, Probability and Risk	Hybrid	1470-840X	yes
Letters in Applied Microbiology	Hybrid	1472-765X	Yes
Leo Baeck Institute Year Book	Hybrid	1758-437X	yes
Literary Imagination	Hybrid	1752-6566	yes
Literature And Theology	Hybrid	1477-4623	yes
Logic Journal Of The Igpl	Hybrid	1368-9894	yes
London Review of International Law	Hybrid	2050-6333	yes
Mammalian Species	Hybrid	1545-1410	yes
Mathematical Medicine And Biology: A Journal Of The Ima	Hybrid	1477-8602	yes

Medical Law Review	Hybrid	1464-3790	yes
Medical Mycology	Hybrid	1460-2709	yes
MELUS: Multi-Ethnic Literature of the United States	Hybrid	1946-3170	yes
Metallomics	Hybrid	1756-591X	yes
Microscopy	Hybrid	2050-5701	yes
Microscopy and Microanalysis	Hybrid	1435-8115	Yes
Microscopy Today	Hybrid	2150-3583	Yes
Migration Studies	Hybrid	2049-5846	yes
Military Medicine	Hybrid	1930-613X	yes
Mind	Hybrid	1460-2113	yes
Modern Judaism: A Journal Of Jewish Ideas And Experience	Hybrid	1086-3273	yes
Modern Rheumatology	Hybrid	1439-7609	yes
Modern Rheumatology Case Reports	Hybrid	2472-5625	yes
Molecular Human Reproduction	Hybrid	1460-2407	yes
Monthly Notices of the Royal Astronomical Society	Hybrid	1365-2966	yes
Monthly Notices of the Royal Astronomical Society: Letters	Hybrid	1745-3933	yes
Music & Letters	Hybrid	1477-4631	yes
Music Theory Spectrum	hybrid	1533-8339	yes
Music Therapy Perspectives	Hybrid	2053-7387	yes
Mutagenesis	Hybrid	1464-3804	yes
Nephrology Dialysis Transplantation	Hybrid	1460-2385	yes
Neuro-Oncology	Hybrid	1523-5866	yes
Neuro-Oncology Practice	Hybrid	2054-2585	yes
Nicotine & Tobacco Research	Hybrid	1469-994X	yes
Notes And Queries	Hybrid	1471-6941	yes
Nutrition Reviews	Hybrid	1753-4887	yes
Occupational Medicine	Hybrid	1471-8405	yes
Ornithological Applications (formerly the Condor)	Hybrid	1938-5129	yes
Ornithology (formerly The Auk)	Hybrid	1938-4254	yes
Oxford Art Journal	Hybrid	1741-7287	yes
Oxford Economic Papers	Hybrid	1464-3812	yes
Oxford Journal of Law and Religion	Hybrid	2047-0789	yes
Oxford Journal Of Legal Studies	Hybrid	1464-3820	yes
Oxford Review Of Economic Policy	Hybrid	1460-2121	yes
Paediatrics & Child Health	Hybrid	1918-1485	yes
Pain Medicine	Hybrid	1526-4637	yes
Parliamentary Affairs	Hybrid	1460-2482	yes
Past & Present	Hybrid	1477-464X	yes
Pathogens and Disease	Hybrid	2049-632X	yes
Perspectives on Public Management and Governance	Hybrid	2398-4929	yes
Philosophia Mathematica	Hybrid	1744-6406	yes
Physical Therapy	Hybrid	1538-6724	yes
Plant And Cell Physiology	Hybrid	1471-9053	yes
Plant Physiology	Hybrid	1532-2548	yes
Policing: A Journal Of Policy And Practice	Hybrid	1752-4520	yes

Political Science Quarterly	Hybrid	1538-165X	Yes
Postgraduate Medical Journal	Hybrid	1469-0756	Yes
Proceedings of the Aristotelian Society	Hybrid	1467-9264	yes
Protein Engineering, Design, and Selection	Hybrid	1741-0134	yes
Public Health Ethics	Hybrid	1754-9981	yes
Public Opinion Quarterly	Hybrid	1537-5331	yes
Public Policy & Aging Report	Hybrid	2053-4892	yes
Publications of the Astronomical Society of Japan	Hybrid	2053-051X	yes
Publius	Hybrid	1747-7107	yes
Qjm: An International Journal Of Medicine	Hybrid	1460-2393	yes
Quarterly Journal Of Mechanics And Applied Mathematics	Hybrid	1464-3855	yes
Radiation Protection Dosimetry	Hybrid	1742-3406	yes
Refugee Survey Quarterly	Hybrid	1471-695X	yes
Research Evaluation	Hybrid	1471-5449	yes
Review of Asset Pricing Studies	Hybrid	2045-9939	yes
Review of Corporate Finance Studies	Hybrid	2046-9136	yes
Review of Economic Studies	Hybrid	1467-937X	yes
Review Of English Studies	Hybrid	1471-6968	yes
Review Of Finance	Hybrid	1573-692X	yes
Rheumatology	Hybrid	1462-0332	yes
Schizophrenia Bulletin	Hybrid	1745-1701	yes
Science and Public Policy	Hybrid	1471-5430	yes
Screen	Hybrid	1460-2474	yes
Sexual Medicine Reviews	Hybrid	2050-0521	Yes
Shakespeare Quarterly	No Open Access	1538-3555	No
Significance	No Open Access	1740-9713	No
SLEEP	Hybrid	1550-9109	yes
Social Forces	Hybrid	1534-7605	yes
Social History Of Medicine	Hybrid	1477-4666	yes
Social Politics	Hybrid	1468-2893	yes
Social Problems	Hybrid	1533-8533	yes
Social Science Japan Journal	Hybrid	1468-2680	yes
Social Work	No Open Access	1545-6846	No
Social Work Research	No Open Access	1545-6838	No
Socio-Economic Review	Hybrid	1475-147X	yes
Sociology of Religion: A Quarterly Review	Hybrid	1759-8818	yes
Statute Law Review	Hybrid	1464-3863	yes
Stem Cells	Hybrid	1549-4918	yes
Systematic Biology	Hybrid	1076-836X	yes
Teaching Mathematics and Its Applications: International Journal of the IMA	Hybrid	1471-6976	yes
The American Journal of Jurisprudence	Hybrid	2049-6494	yes

The British Journal Of Social Work	Hybrid	1468-263X	yes
The British Yearbook of International Law	Hybrid	2044-9437	yes
The Cambridge Quarterly	Hybrid	1471-6836	yes
The Chinese Journal of Comparative Law	Hybrid	2050-4810	yes
The Chinese Journal Of International Politics	Hybrid	1750-8924	yes
The Computer Journal	Hybrid	1460-2067	yes
The Econometrics Journal	Hybrid	1368-423X	yes
The Economic Journal	Hybrid	1468-0297	yes
The English Historical Review	Hybrid	1477-4534	yes
The Gerontologist	Hybrid	1758-5341	yes
The IMA Journal of Applied Mathematics	Hybrid	1464-3634	yes
The Journal of Aesthetics and Art Criticism	Hybrid	1540-6245	yes
The Journal of Applied Laboratory Medicine	Hybrid	2475-7241	yes
The Journal Of Biochemistry	Hybrid	1756-2651	yes
The Journal of Clinical Endocrinology & Metabolism	Hybrid	1945-7197	yes
The Journal of Infectious Diseases	Hybrid	1537-6613	yes
The Journal Of Law, Economics, And Organization	Hybrid	1465-7341	yes
The Journal of Sexual Medicine	Hybrid	1743-6109	yes
The Library	Hybrid	1744-8581	yes
The Monist	Hybrid	2153-3601	yes
The Musical Quarterly	Hybrid	1741-8399	yes
The Opera Quarterly	Hybrid	1476-2870	yes
The Philosophical Quarterly	Hybrid	1467-9213	yes
The Plant Cell	Hybrid	1532-298X	yes
The Quarterly Journal of Economics	Hybrid	1531-4650	yes
The Quarterly Journal Of Mathematics	Hybrid	1464-3847	yes
The Review Of Financial Studies	Hybrid	1465-7368	yes
The Western Historical Quarterly	No Open Access	1939-8603	No
The World Bank Economic Review	Hybrid	1564-698X	yes
The World Bank Research Observer	Hybrid	1564-6971	yes
Toxicological Sciences	Hybrid	1096-0929	yes
Toxicology Research	Hybrid	2045-4538	yes
Transactions of the Royal Society of Tropical Medicine and Hygiene	Hybrid	1878-3503	yes
Translational Behavioral Medicine	Hybrid	1613-9860	yes
Tree Physiology	Hybrid	1758-4469	yes
Trusts & Trustees	Hybrid	1752-2110	yes
Twentieth Century British History	Hybrid	1477-4674	yes
Uniform Law Review/Revue De Droit Uniforme	Hybrid	2050-9065	yes
Work, Aging and Retirement	Hybrid	2054-4650	yes
Yearbook of European Law	Hybrid	2045-0044	yes
Yearbook of International Environmental Law	Hybrid	2045-0052	yes
Year's Work In Critical And Cultural Theory	No Open Access	1471-681X	No
Year's Work In English Studies	No Open Access	1471-6801	No

Zoological Journal of the Linnean Society	Hybrid	1096-3642	yes
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Fully OA Journals

N/A

3. számú melléklet / Appendix 3.

Előfizető Intézmények listája / List of Consortium Member Institutions

Oxford University Press (OUP) Journals - Full Collection		
	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Szegedi Tudományegyetem	University of Szeged
Oxford University Press (OUP) Journals – Humanities Collection		
	Intézmény	Institution
1	Bölcsészettudományi Kutatóközpont	Research Centre for the Humanities
2	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
3	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
4	Nyelvtudományi Kutatóközpont	Research Centre for Linguistics
Oxford University Press (OUP) Journals – Law Collection		
	Intézmény	Institution
1	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
2	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
3	Nemzeti Közszolgálati Egyetem	National University of Public Service
4	Országos Bírósági Hivatal	National Office for the Judiciary
5	Országgyűlési Hivatal	The Office of the National Assembly
6	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
7	Társadalomtudományi Kutatóközpont	Centre for Social Sciences
Oxford University Press (OUP) Journals – Medicine Collection		
	Intézmény	Institution
1	Semmelweis Egyetem	Semmelweis University
Oxford University Press (OUP) Journals – Social Sciences Collection		
	Intézmény	Institution
1	Budapesti Corvinus Egyetem	Corvinus University of Budapest
2	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
3	Közgazdaság- és Regionális Tudományi Kutatóközpont	Centre for Economic and Regional Studies
4	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
5	Nemzeti Közszolgálati Egyetem	National University of Public Service
6	Pécsi Tudományegyetem	University of Pécs
7	Társadalomtudományi Kutatóközpont	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 PUBLISHING

Under this Appendix 5, the Supplier and the Subscriber intend to establish a legal and economic framework to allow authors from Member Institutions to have articles published on an open access basis in certain journals as part of the agreement between Oxford University Press and the Library and Information Centre of the Hungarian Academy of Sciences, as further described in this Appendix 2.

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

1. CHARGE REQUESTS AND USE OF OA ARTICLE ALLOWANCE

- 1.1 Eligible Authors whose Eligible Articles are accepted for publication by the Supplier will be required to choose an OA Licence with the Supplier in order to make a Charge Request.
- 1.2 In each calendar year of the Agreement, the Subscriber may approve Charge Requests up to the OA Article Allowance for each such year as indicated in Clause 4 of this Appendix 5.
- 1.3 The Subscriber shall review and exercise its right to approve or reject all the Charge Request, subject to OA Article Allowance remaining available.
- 1.4 The Supplier reserves the right to reject Charge Requests that have not been accepted within 7 calendar days after the date of the Charge Request.
- 1.5 The Subscriber acknowledges that (i) it is solely responsible for verifying that an Eligible Author is affiliated with the Member Institution and is therefore eligible to use the OA Article Allowance and is authorised to make a Charge Request, (ii) any information relating to the affiliation of an Eligible Author to a Member Institution provided by the Supplier to the Subscriber will be based on the information as provided by the Eligible Author, and (iii) Supplier will not under any circumstances be responsible for verifying the identity of any Eligible Author or the validity of any Charge Request made by any Eligible Author.

2. PUBLICATION

- 5.1 OA Articles will be published online under the terms of the relevant OA Licence.
- 5.2 Following Subscribed Product of an OA Article, Supplier will deliver the article metadata including OA Licence information to CrossRef and other relevant third parties.

3 REPORTING

- 3.1 The Subscriber may request from the Supplier, up to twice per calendar year of the Subscription Period, a report of articles by Eligible Authors which have been Received Into Production over the period of 12 months prior to the date that such request is made. The Supplier shall use reasonable efforts to deliver each such report within 1 month following such request. Each such report shall include, where available, the following information based on the information provided by the Eligible Author on submission of an article:
 - 3.1.1 name of the Eligible Author, with its email address and ORCID;
 - 3.1.2 name of the Member Institution based on information provided by the Eligible Author;
 - 3.1.3 article title;
 - 3.1.4 article type;

- 3.1.5 Received Into Production date;
- 3.1.6 OA Licence selected by the Eligible Author;
- 3.1.7 Eligible journal title;
- 3.1.8 Eligible journal ISSN; and
- 3.1.9 DOI.

4 OA ARTICLE ALLOWANCE

- 4.1 The Supplier shall make available to the -Member Institution the following OA Article Allowance in the following periods (for clarity, the OA Article Allowance is an aggregate amount for use by all the Customers):

Year	Total OA Article Allowance
2023	unlimited

- 4.2 Should an eligible Hybrid Journal change its publication model and become a Fully OA Journal it shall remain an Eligible Journal during the Term.

5 EDITORIAL INDEPENDENCE

- 5.1 Both parties recognise that neither the Subscriber nor the Member Institution will be involved in the editorial processes governing the publication of OA Articles.
- 5.2 The Supplier is not obligated to accept or publish any article submitted to the Supplier by an Eligible Author on the basis of this Agreement. The Subscriber recognises that the selection of content that is published on the Supplier's platform is entirely at the Supplier's discretion.
- 5.3 The Subscriber relinquishes all possibly due claims towards the Supplier resulting from the Supplier's decision in good faith to publish content, either entirely or partially, submitted by an Eligible Author.

6 RESPONSIBILITIES

- 6.1 The Member Institution shall comply with the Supplier's OA Account Process as amended by the Supplier from time to time.
- 6.2 The Supplier will issue to the Subscriber and/or to each Member Institution, a unique username and password to access the OA Account. The Subscriber and/or each Member Institution shall, and procures that any persons authorised to access the OA Account shall, at all times, keep the OA Account user name and password secure and must not permit any third party to use or have access to the OA Account user name and password. The Subscriber and/or the Member Institution shall notify Supplier as soon as possible if the Subscriber and/or the Member Institution suspects that any third party has obtained access to the OA Account User Name and Password and Supplier will invalidate that password following receipt of such notice. Supplier reserves the right at any time to invalidate an OA Account user name or password if security may have been compromised. Any instruction, notice, acceptance or rejection of Charge Requests or other communications made by any person using the account username with the correct and valid password will be deemed to be authorised by the Subscriber. Supplier will not seek to verify the IP address from which the OA Account is accessed.
- 6.3 The Subscriber warrants, represents and undertakes to Supplier that:

6.3.1 all persons accessing and managing the OA Account are the Subscriber's or the Member Institution's employees duly authorised by the Subscriber or the Member Institution, and all instructions, notices and other communications made by any such person under this Appendix 5 are within the authority of that person; and

6.3.2 the Subscriber and/or the Member Institution has notified each person permitted to access the OA Account in accordance with this Appendix 5, that access to and use of the OA Account, is subject to the terms and conditions of this Appendix 5 and the Publisher's OA Account Process.

6.4 The Subscriber acknowledges that the Supplier may make changes to the administration of the OA Article Allowance to ensure continued delivery of service and/or improvement of service, and the Supplier reserves the right to amend the terms of this Appendix 5 accordingly.

7 DATA PROTECTION

The parties agree to comply with the General Data Protection Regulation 2016/679, and any other relevant data privacy laws or regulations, in the course of carrying out their respective obligations under this Agreement.