AZ EBSCO ONLINE ADATBÁZISAIHOZ VALÓ HOZZÁFÉRÉSRE IRÁNYULÓ SZOLGÁLTATÁSI SZERZŐDÉS

A jelen megállapodás létrejött a

Magyar Tudományos Akadémia Könyvtár és Információs Központ
(továbbiakban: Előfizető)
székhelye: 1051 Budapest, Arany János u. 1.
Adószám: 15300289-2-41
Bankszámlaszám: 10032000-01447217-00000000

képviseli: Dr. Monok István főigazgató

és

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

székhelye: Ignaz-Köck Strasse 9, 1210, Bécs, Ausztria
Adószám: 26967293–2-51; ATU 14893203
Bankszámlaszám:
IBAN: AT051910000031898050
BIC: DEUTATWW

képviseli: Cary Alan Bruce, Ügyvezető igazgató

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

PREAMBULUM

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

ÉRTELMEZŐ RENDELKEZÉSEK

Előfizető intézmény
Előfizető intézmény az a magyarországi vagy határainkon túli magyar közintézmény, nonprofit intézmény és egyházi

SERVICE AND SUPPLY CONTRACT FOR EBSCO ONLINE DATABASES

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.: 10032000-01447217-00000000

represented by Dr. István Monok General Director

and

EBSCO GmbH (hereinafter referred to as Supplier)

seated at Ignaz-Köck Strasse 9, 1210, Vienna, Austria
Tax number: 26967293–2-51; ATU 14893203
Bank Account No.:
IBAN: AT051910000031898050
BIC: DEUTATWW

represented by Cary Alan Bruce, General manager

according to the tender of a negotiated procedure without prior publication of a contract notice in the case of Act CXLIII 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.

DEFINITIONS

Consortium Member Institution
Consortium member institutions, namely Hungarian public institutions, not-for-profit institutions and church institutions

intézmény, amely a Jogi keretmegállapodás aláírásával csatlakozott az EISZ Nemzeti Programhoz.

located in Hungary or crossborders of Hungary, joined in the EIS National Programme by concluding the Legal Frame Agreement.

Jogosult felhasználó

Jogosult felhasználók a jelen megállapodás 3. számú mellékletében felsorolt felsőoktatási intézményekben tanuló diákok, a teljes vagy részmunkaidőben, munkaviszonyban, vagy munkavégzésre irányuló egyéb jogviszonyban foglalkoztatott egyetemi oktatók, dolgozók és kutatók. Jogosult felhasználók a nem felsőoktatási előfizető intézmények esetében a könyvtárba beíratkozott vagy napijeggyel rendelkező olvasók, akik az Előfizető Intézmény telephelyén található számítógépes munkaállomáson vagy más eszközökön Wifi használatával férnek hozzá az Előfizetett Termékekhez.

Authorized User

Authorized users at the higher education institutions are the students, staff either employed part time or full time or otherwise, and researchers and other staff of a Consortium Member Institutions affiliated with the Subscriber's sites listed in Appendix 3. Authorized users at the other types of consortium member institutions are the registered users and individuals using computer terminals or other devices using Wifi transmission at the Authorized User Institutitons permitted by the Suscriber to access the Subscribed Products.

Napijegyes olvasó

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

Walk-in-User

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

Biztonságos hálózat

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

Secure Network

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

Előfizetett termék(ek)

Jelen szerződés 1. számú mellékletében meghatározott elektronikus tudományos tartalom.

Subscribed Product(s)

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

I. A SZERZŐDÉS TÁRGYA

I.1. A jelen szerződés célja, hogy előfizetést és hozzáférést biztosítson a Szolgáltató elektronikus adatbázisához (meghatározás az 1. számú Mellékletben) a szerződés 3. számú mellékletében meghatározott Jogosult Felhasználók számára.

I.2. A Közbeszerzési Eljárás során keletkezett dokumentumok a jelen szerződéssel együttesen értelmezendőek, és alkalmazandóak 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. SUBJECT OF THE CONTRACT

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

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

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

I.3. Felek kifejezetten megállapodnak abban, hogy amennyiben Szolgáltató licenc-szerződést kíván alkalmazni a jelen szerződés teljesítésével összefüggésben, úgy a licenc szerződése, mint jelen szerződés 2. számú melléklete, kizárólag annyiban képezi a Felek közti megállapodás tárgyát, amennyiben az nem ellentétes a jelen szerződés bármely rendelkezésével.

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

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

I.6. Szolgáltató jelen szerződés keretében biztosítja Előfizető számára annak nem átruházható és nem kizárólagos jogát, hogy az Előfizetett terméket igénybe vegye, és ezen Előfizetett Termékhez való hozzáférést biztosítsa a 3. sz. mellékletben szereplő Jogosult Felhasználóinak.

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

I.7. Kapcsolattartás
Az Előfizető fő kapcsolattartója:
név: Kalydy Dóra, általános főigazgató-helyettes
tel. +36-1-4116292
e-mail: kalydy.dora@konyvtar.mta.hu

A Szolgáltató fő kapcsolattartója a következő:
Név: Dragan Nikolic
Tel. 381 63 398 831
e-mail: dnikolic@ebsco.com

A vevőszolgáltai kapcsolattartó:
Név: Dragana Ivankovic
Tel. 420 226 288 423
e-mail: divankovic@ebsco.com

II. A SZERZŐDÉS IDŐBELI HATÁLYA

II.1. Jelen megállapodás az aláírás napjától 2025. év december hónap 31. napjáig terjedő időszakra érvényes és az előfizetett

I.3. Parties expressly agree that if Supplier intends to apply a licence agreement relating to the performance of this contract, then such licence agreement as Appendix 2., may be considered as subject of the present agreement between the parties as long as it is not contrary to any of the provisions of this Agreement.

I.4. In the event of any differences or discrepancies relating to the same issue, the order of priority of documents to clarify construction shall be as follows: this Agreement, public procurement documents, Supplier's Tender Offer, Supplier's Licence Agreement if applicable.

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

I.6. Supplier grants to the Subscriber within this Agreement the non-exclusive, non-transferable right to access and use the Subscribed Products and provides access to its Authorized Users as listed in Appendix 3. in relation to the Subscribed Products subject to the terms and conditions of this Agreement.

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

I.7. Communication
Subscriber's main contact person is as follows:
name: Dóra Kalydy, deputy director general
tel. +36 1 411 6325
e-mail: kalydy.dora@konyvtar.mta.hu

Supplier's primary contact is as follows:
Name: Dragan Nikolic
Tel. 381 63 398 831
e-mail: dnikolic@ebsco.com

Contact person at Customer Service:
Name: Dragana Ivankovic
Tel. 420 226 288 423
e-mail: divankovic@ebsco.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 2025 and

termékek teljes és naprakész hozzáférésére vonatkozik a 2025. 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 fizetésképtelenné 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, az Előfizetőtől kapott bejelentéstől számítva.

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

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

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

III. AZ ELŐFIZETÉSI DÍJ

III.1. A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített összeg: **436 554 USD**, a jelen szerződés 1. számú mellékletében részletezve. Az előfizetési díj nettó, általános

regards the access to the complete and updated Contents in year 2025. The Agreement shall not be terminated by ordinary notice prior to the expiry of a limited period defined hereunder.

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

Material breaches of the contract are especially the followings:

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

- in case of defaulting on subscription fees by Subscriber within 90 days subsequent to due payment date despite of any notice in writing;

- in case of 30 days long insufficient service of the Supplier, after receipt of notice of alleged breach from Subscriber.

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

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

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

III. LICENCE FEE

III.1. The Licence Fee for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **436 554 USD** as set out in Appendix 1. The subscription price does not include VAT. Any applicable Hungarian taxes shall be borne by the Subscriber.

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.

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

IV. FIZETÉSI FELTÉTELEK

IV. PAYMENT TERMS

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

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

IV.2. Felek a szerződés teljesítésének a jelen szerződés VI.1. pontjában foglalt feltétel teljesülését tekintik. Előfizető köteles a Kbt. 135. § (1) bekezdése alapján a szerződésszerű teljesítéstől számított 8 napon belül a teljesítési igazolást kiállítani. A számla esedékessége a számla kézhezvételétől számított 30 nap. A kifizetések során 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.2. Parties state that the performance is contractual as the term in Clause VI.1. had been realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the contract (certification of performance) within 8 days from the date of the performance according to PPA § 135 (1). The invoice is due not later than 30 days from the date of the receipt of the invoice. The contracting authority shall make payment according to Article 6:130 (1)-(2) of the Civil Code. In case of default in payment Supplier is entitled to charge default interest according to the Hungarian Civil Code. Subscriber shall bear any and all costs due to late payment.

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

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

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

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

IV.5. 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.

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.

A Szolgáltató bankszámlája a következő:
Számlavezető bank neve Deutsche Bank Wien
A bankszámla száma:
IBAN: AT051910000031898050
BIC: DEUTATWW

The Supplier's bank account is as follows:
Bank name: Deutsche Bank Wien
Bank Account No.
IBAN: AT051910000031898050
BIC: DEUTATWW

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.

Az Előfizetett termékekhez való hozzáférés Biztonságos Hálózaton keresztül történik.

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

V.3. Szolgáltató a tervezett technikai karbantartások megkezdése előtt legalább negyvennyolc órával tájékoztatja Előfizetőt a várható szolgáltatás-kiesésről.

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

A Szolgáltató az Előfizetőnek és a Jogosult Felhasználóknak támogatást biztosít az Ügyfélszolgálaton keresztül, ami online, telefonon vagy e-mailben érhető el hivatali időben (hétfő-péntek 9-18h.) ünnepnapokon kívül, külön költség nélkül, az alábbiak szerint:

Technikai kapcsolattartó:
e-mail: eurosupport@ebsco.com

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

V.4. A Szolgáltató fenntartja annak jogát, hogy az Előfizetett Termékekből visszavonjon minden olyan tartalmat, mely jogszerűen már nem tartozik oda, illetve alaposan feltételezhető, hogy törvényellenes, káros, félrevezető vagy jogsértő. Szolgáltató jogosult az Előfizetett termék összetételét módosítani, megváltoztatni, illetve más formátumban megjeleníteni. Amennyiben az Előfizetett termék összetételét Szolgáltató módosítani kívánja, a lehető

V. SUPPLIER'S PERFORMANCE OBLIGATIONS

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

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

Access to the Subscribed Products shall be 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 may schedule usual maintenance periods which have to be communicated to Subscriber at least 48 hours before the access issue via the technical contacts.

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

Supplier will provide the Subscriber and its Authorized Users support through a helpdesk which can be reached on-line, by telephone and by email, during official office hours (Monday through Friday from 0900 to 1800 CET, excluding recognized holidays) at no additional charge to the Subscriber, as follows:

Technical Helpdesk Contact:
e-mail: eurosupport@ebsco.com

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

V.4. Supplier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. Supplier may add, change, or modify portions of the Subscribed Products, or transform the Subscribed Products to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any such changes to Subscriber as soon as

leghamarabb, de legalább 60 nappal a módosítás előtt köteles jelezni ezt Előfizetőnek.

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

V.5. Szolgáltató adatfelhasználási jelentést készít a Jogosult felhasználók tevékenységéről, és az interneten havonta elérhetővé teszi azt az Előfizető részére, mely jelentéseket Előfizető jogosult a saját honlapján közzétenni az előfizető intézmények és a fenntartó hatóságok tájékoztatása céljából. Az adatfelhasználási jelentéseknek meg kell felelniük a Counting Online Usage of NeTworked Electronic Resources (COUNTER) szabványban foglaltaknak.

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

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

V.8. Feleket a jelen szerződés hatálya alatt, különösen a tájékoztatás terén, fokozott együttműködési kötelezettség terheli. Felek kötelesek egymást haladéktalanul tájékoztatni minden olyan körülményről, mely a szerződés teljesítését érinti. Felek az értesítés elmulasztásából vagy késedelmes teljesítéséből eredő kárért teljes körű felelősséggel tartoznak.

VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI

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

- beléphet, kereshet, böngészhet és bármit megtekinthet az Előfizetett Termékeken belül a vonatkozó korlátozások mellett, melyeket a használni kívánt tartalommal járó szerzői jogi nyilatkozat tartalmaz;

- az Előfizetett Termékek különálló elemeiről, kizárólagosan saját felhasználására nyomtathat, elektronikus másolatot készíthet és tárolhat;

- nyomtatott vagy elektronikus másolatot nyújthat az Előfizetett Termékek különálló elemeiről más Jogosult

is practicable, but in no event less than 60 days before modification.

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

V.5. Supplier shall make usage data reports on the usage activity of each Authorized User Institution accessible online on a monthly basis to the administrators employed by such Institution and to the Subscriber in order to upload usage data onto Subscriber's website as public information for the Consortium Members and for the supporting authorities. Usage statistic reports shall meet the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release.

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

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

V.8. Parties are obliged to collaborate with each other during the term of contract especially in information matters. In the case of any conditions related to the performance, the contracting party shall inform the other Party without delay. Parties are liable for the damages connected with the lack or delay of communication.

VI. RESPONSIBILITIES OF MEMBER INSTITUTIONS

VI.1. Each Authorized User and Subscriber may:

- may access, search, browse and view the Subscribed Products, subject to any restrictions provided by publishers and included in the copyright statement accompanying the content to be used;

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

- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to

Felhasználók és a jelen megállapodás körén kívül eső munkatársak részére azok tudományos munkájához vagy kutatásához; valamint

- Előfizető jogosult nyomtatni és kiadni az előfizetett példányok fejezetcímeit és az előfizetett termékek bármely könyvfejezetét annak érdekében, hogy az ún. "könyvtárközi kölcsönzés" keretében az Előfizető székhelye szerinti országban található nem kereskedelmi könyvtárak megkereséseit teljesítse.

VI.2. Az Előfizető 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 megtegye 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.

third-party colleagues for their scholarly or research use; and

- The Subscriber may print and deliver parts from Subscribed Product and, if any, book chapters from the Subscribed Products to fulfil request as part of the practice commonly known as „interlibrary loan" from non-commercial libraries located within the same country as the Subscriber.

VI.2. The Subscriber shall use reasonable efforts to:

- limit access to and use of the Subscribed Products only to Authorized Users and notify in advance all Authorized Users of the conditions and usage restrictions set forth in this Agreement and that compliance with such restrictions shall be accounted for;

- ensure that any passwords or credentials to access the Subscribed Products is made available only to Authorized Users, and that neither Subscriber nor the Authorized Users divulge any passwords or credentials to any third party; and

- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform the Supplier and take appropriate steps to end such activity and to prevent any recurrence;

- limit access to and use of the Subscribed Products to Authorized Users and notify the Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issue any passwords or credentials used to access the subscribed services only to Authorized Users, not divulge any passwords or credentials to any third parties, and notify all Authorized Users not to divulge any passwords or credentials to any third parties;

- inform Supplier and take appropriate steps promptly upon becoming aware of any unauthorized use of the subscribed services, to end such activity and to prevent any recurrences.

VII. ZÁRÓ RENDELKEZÉSEK

VII.1. A jelen szerződés kizárólag a Kbt. 141. §-ban foglaltak figyelembevétele esetén, 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. Szolgáltató kijelenti, hogy a szerződés teljesítéséhez nem vesz igénybe a közbeszerzési eljárásban előírt kizáró okok hatálya alatt álló alvállalkozót.

VII.7. Vis Maior: egyik fél sem köteles viselni a felelősséget a másik fél irányában olyan veszteség vagy kár miatt, amely a jelen szerződés egyes vagy valamennyi rendelkezéseinek késedelmes, vagy nem teljesítése miatt jelentkezik, feltéve, hogy a késedelem vagy nem teljesítés részben vagy egészben olyan történések, események vagy okok következménye, amelyek kívül esnek bármelyik fél tehetségén és képességén, illetve amelyre befolyása egyáltalán nincsen. Ilyen történésnek, eseménynek vagy oknak minősül különösen bármilyen sztrájk, munkajogvita miatti szünet, lázadás, háború, földrengés, tűz és robbanás, de a fizetésképtelenség kifejezetten nem ilyen oknak minősül.

VII. FINAL STIPULATIONS

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

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

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

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

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

VII.6. Supplier delcares that it will not use any subcontractor for the performance of the Agreement which is subject to the grounds for exclusion stipluated in the public procurement procedure.

VII.7. Force Majeure: neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

VII.8. A jelen szerződésből eredő bármilyen vitát a felek megegyezéssel igyekeznek rendezni. Ennek hiányában a felek a hatáskörrel és illetékességgel rendelkező magyar bíróságoknak vetik alá magukat.

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

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

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

Budapest, 2025. 04. 02.

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

Subscriber / Előfizető

....
financial countersign / pénzügyi ellenjegyző

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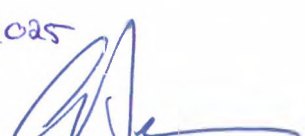3. Előfizető intézmények listája
4. Közbeszerzési dokumentumok

VII.8. 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.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.

Vienna, 07.04.2025

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

Supplier / Szolgáltató

EBSCO GmbH

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

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

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

EBSCO databases

Pruduct	Access link	Subscription fee
Academic Search Complete	http://search.ebscohost.com/	198 496 USD
Academic Search Ultimate	http://search.ebscohost.com/	4 244 USD
Art and Architecture Source	http://search.ebscohost.com/	8 113 USD
Business Source Premier	http://search.ebscohost.com/	34 420 USD
Business Source Complete	http://search.ebscohost.com/	26 909 USD
Business Source Ultimate	http://search.ebscohost.com/	16 698 USD
Econlit With Full Text Package	http://search.ebscohost.com/	12 381 USD
Education Research Complete	http://search.ebscohost.com/	17 742 USD
Education Source	http://search.ebscohost.com/	16 979 USD
International Bibliography of Theatre & Dance with Full Tex	http://search.ebscohost.com/	1 517 USD
Legal Source	http://search.ebscohost.com/	20 828 USD
Political Science Complete	http://search.ebscohost.com/	2 482 USD
Religion & Philosophy Collection	http://search.ebscohost.com/	2 175 USD
SocIndex with Full Text	http://search.ebscohost.com/	14 272 USD
CAB Abstracts	http://search.ebscohost.com/	5 015 USD
CAB Abstracts with Full Text	http://search.ebscohost.com/	48 902 USD
RILM Abstracts of Music Literature	http://search.ebscohost.com/	5 381 USD
Total		**436 554 USD**

Részletes címlista/list of subscribed content

https://www.ebsco.com/title-lists

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

3. számú melléklet / Appendix 3.
Előfizető Intézmények listája / List of Consortium Member Institutions

EBSCO – Academic Search Complete

	Institution (Hungarian)	Institution (English)
1	Békés Vármegyei Központi Kórház	Bekes County Central Hospital
2	Debreceni Református Hittudományi Egyetem	Debrecen Reformed Theological University
3	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
4	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
5	HUN-REN Társadalomtudományi Kutatóközpont	HUN-REN Centre for Social Sciences
6	Külgazdasági és Külügyminisztérium Bánffy Miklós Szakkönyvtár	Ministry of Foreign Affairs and Trade, Bánffy Miklós Library
7	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
8	Méliusz Juhász Péter Könyvtár	Méliusz Juhász Péter Library
9	Miskolci Egyetem	University of Miskolc
10	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design
11	Óbudai Egyetem	Óbuda University
12	Országgyűlés Hivatala	The Office of the National Assembly
13	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
14	Pécsi Tudományegyetem	University of Pécs

EBSCO – Academic Search Ultimate

	Institution (Hungarian)	Institution (English)
1	Óbudai Egyetem	Óbuda University

EBSCO – Art and Architecture Source

	Institution (Hungarian)	Institution (English)
1	Óbudai Egyetem	Óbuda University

EBSCO – Business Source Complete

	Institution (Hungarian)	Institution (English)
1	Andrássy Gyula Budapesti Német Nyelvű Egyetem	Andrássy Universität Budapest
2	Budapesti Corvinus Egyetem	Corvinus University of Budapest

EBSCO – Business Source Premier

	Institution (Hungarian)	Institution (English)
1	Debreceni Egyetem	University of Debrecen
2	Pécsi Tudományegyetem	University of Pécs

EBSCO – Business Source Ultimate

	Institution (Hungarian)	Institution (English)
1	Óbudai Egyetem	Óbuda University

EBSCO – Econlit with Full Text Package

	Institution (Hungarian)	Institution (English)
1	Pécsi Tudományegyetem	University of Pécs

EBSCO – Education Research Complete

	Institution (Hungarian)	Institution (English)
1	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
2	Óbudai Egyetem	Óbuda University

EBSCO – Education Source

	Institution (Hungarian)	Institution (English)
1	Eszterházy Károly Katolikus Egyetem	Eszterhazy Karoly Catholic University
2	Semmelweis Egyetem	Semmelweis University

EBSCO – International Bibliography of Theatre & Dance with Full Text

	Institution (Hungarian)	Institution (English)
1	Magyar Táncművészeti Egyetem	Hungarian Dance Academy

EBSCO – Legal Source

	Institution (Hungarian)	Institution (English)
1	Debreceni Egyetem	University of Debrecen
2	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
3	Miskolci Egyetem	University of Miskolc
4	Országos Bírósági Hivatal	National Office for the Judiciary

EBSCO – Political Science Complete

	Institution (Hungarian)	Institution (English)
1	Andrássy Gyula Budapesti Német Nyelvű Egyetem	Andrássy Universität Budapest

EBSCO – Religion & Philosophy Collection

	Institution (Hungarian)	Institution (English)
1	Adventista Teológiai Főiskola	Adventist Theological College

EBSCO – SocINDEX with Full Text

	Institution (Hungarian)	Institution (English)
1	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
2	HUN-REN Társadalomtudományi Kutatóközpont	HUN-REN Centre for Social Sciences

CAB Abstracts

	Institution (Hungarian)	Institution (English)
1	Magyar Mezőgazdasági Múzeum és Könyvtár	Museum and Library of Hungarian Agriculture

CAB Abstracts with Full-Text

	Institution (Hungarian)	Institution (English)
1	Állatorvostudományi Egyetem	University of Veterinary Medicine
2	Debreceni Egyetem	University of Debrecen
3	Soproni Egyetem	University of Sopron

RILM Abstracts of Music Literature

	Institution (Hungarian)	Institution (English)
1	Liszt Ferenc Zeneművészeti Egyetem	Liszt Ferenc Academy of Music (University)

4. számú melléklet / Appendix 4.
KÖZBESZERZÉSI DOKUMENTUMOK / TENDER DOCUMENTATION

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

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A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

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EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, EBSCO Publishing, Inc., 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kgibbons@ebsco.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

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B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our Privacy Policy represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our Privacy Policy.

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DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "**Addendum**") supplements the EBSCO License Agreement (the "**Agreement**") between the Customer ("**Customer**") and EBSCO Publishing, Inc. ("**EBSCO**").

1.   **Definitions**

1.1   For the purpose of this Addendum the terms, "**Controller,**" "**Processor,**" "**Data Subject,**" "**Personal Data,**" "**Personal Data Breach,**" "**Processing,**" "**Subprocessor,**" and "**Supervisory Authority**" shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.

1.2   "**Appropriate technical and organizational measures**" shall be interpreted in accordance with applicable Data Protection Legislation.

1.3   "**Customer Personal Data**" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

1.4   "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the "CCPA"), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.

1.5   "**International Data Transfer**" means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).

1.6   "**User Personal Data**" means the Personal Data provided directly by Customer's end users to EBSCO through the products and services purchased by Customer.

2.   **Data Processing: EBSCO as Processor for Customer**

2.1   Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.

    2.1.1   Subject Matter. The subject matter of the Processing is the Customer Personal Data.
    2.1.2   Duration. The Processing will be carried out for the duration set forth in the Agreement.
    2.1.3   Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
    2.1.4   Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:
        (a)   Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.

(b)   Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.

2.2   EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.

2.3   EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.

2.4   EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

2.5   EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.

2.6   EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.

2.7   EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.

2.8   Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.

2.9   EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without

interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3.   Data Processing: EBSCO as Joint Controller With Customer

3.1   EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.

3.2   EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.

3.3   EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4.   International Data Transfer

4.1   To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

    4.1.1   Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and

    4.1.2   The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

4.2   To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

4.2.1　　Customer is the "data exporter" and EBSCO is the "data importer;" and

4.2.2　　The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

4.3　　The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.

4.4　　The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.

4.5　　To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

1. **Name:** Library and Information Centre of the Hungarian Academy of Science
   Address: H-1051 Bp., Arany János u. 1.
   Contact person's name, position and contact details: Kalydy Dóra, kalydy.dora@szotar.mta.hu
   Activities relevant to the data transferred under these Clauses:
   Signature and date: 2025. 01. 07.
   Role (controller/processor): Controller and Joint Controller

2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO

- Personalization: Customer decides whether to enable features of personalized accounts in product
- Authorize the processing of end user data by EBSCO via the Agreement between parties
  o Provide legal basis for processing end user data
  o Establish the purposes and scope of processing
- Implementation of technical and organizational measures to ensure security of network
  o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription
- Data Subject Access Requests
  o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)
	- Implementation of organizational and technical measures
	  o See Schedule II for details
	- Maintenance and support of product
	  o Security patches
	  o Feature updates
	  o Technical support
	  o Availability and up-time
	- Data storage, including backups
	- Establish the purposes and scope of processing via the Agreement between Parties
	- Data Subject Access Requests
	  o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making
	  o Manages the contact form, email address, and phone number for intake of privacy requests
	  o Upon request, notifies customer of data subject request

Customer	EBSCO

	- Provide legal basis for processing end user data
	   o Agreement between parties establishes contract to provide services
	   o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users
	- Incident response
	   o Implementation of process
	   o Notification of customer
	- Subprocessors - vetting and notifying customer of new subprocessors
	- Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For   Customer   Personal   Data:

1. **Name:** EBSCO International, Inc.
   Address: 10 Estes Street, Ipswich, MA 01938
   Contact person's name, position and contact details:
   Activities relevant to the data transferred under these Clauses: Academic and scholastic research
   Signature and date:
   Role (controller/processor): Processor

2. **Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data. **"Customer Personal Data"** means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

1. **Name:** EBSCO International, Inc.
   Address: 10 Estes Street, Ipswich, MA 01938
   Contact person's name, position and contact details:
   Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
   Signature and date:
   Role (controller/processor): Joint Controller and Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

"**User Personal Data**" means the Personal Data provided directly by Customer's end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. **Network and Application Security and Vulnerability Management:**

   a. Measures of pseudonymization and encryption of personal data:
   Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.

   b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
   EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.

   c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
   All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure.
   For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers.
   EBSCO continuously monitors service availability. The current status can be found here: https://status.ebsco.com/

d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:
EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

h. Measures for internal IT and IT security governance and management:
EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

j. Measures for ensuring data minimization:
EBSCO follows best practices for minimizing data attributes to only those needed to perform required functions and allow its customers and user patrons the ability to extend the minimum

default data set if required.

k. Measures for ensuring data quality:
Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. **Logical access controls:**

a. Measures for user identification and authorization:
A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. **Secure media disposal controls:**

a. Measures for ensuring limited data retention:
It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:
Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. **Logging Controls:**

a. Measures for ensuring events logging:
EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed

security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. **Personnel Controls:**
Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. **Physical security and environmental controls:**

   a. Measures for ensuring physical security of locations at which personal data are processed: EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

   EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: https://aws.amazon.com/compliance/data-center/controls/.

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.