

**SERVICE AND SUPPLY CONTRACT FOR GALE
LITERARY SOURCES - LITERATURE
RESOURCE CENTRE AND GALE INFOTRAC
COLLECTIONS ONLINE DATABASES**

**A GALE LITERARY SOURCES, - LITERATURE
RESOURCE CENTRE, ÉS A GALE INFOTRAC
COLLECTIONS ONLINE ADATBÁZISOKHOZ
VALÓ HOZZÁFÉRÉSRE IRÁNYULÓ
SZOLGÁLTATÁSI SZERZŐDÉS**

This agreement is entered between the

A jelen megállapodás létrejött az

**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
IBAN: HU45 1003 2000 0032 2946 0000 0000

**Magyar Tudományos Akadémia Könyvtár és
Információs Központ**

(továbbiakban: Előfizető)
székhelye: 1051 Budapest, Arany János u. 1.
Adószám: 15300289-2-41
Bankszámlaszám: 10032000-01447217-
00000000
IBAN:HU45 1003 2000 0032 2946 0000 0000

represented by Prof. Monok István főigazgató

képviseli: Prof. Monok István főigazgató

and

és

Gale Cengage Learning

(hereinafter referred to as Provider)
seated at Cheriton House, North Way Andover,
Hampshire SP105BE England, United Kingdom
represented by David Lloyd Rae, Finance
Director and COO

Gale Cengage Learning

(a továbbiakban: Szolgáltató)
székhelye: Cheriton House, North Way Andover,
Hampshire SP105BE Anglia, Egyesült Királyság
képviseli: David Lloyd Rae, gazdasági igazgató és
ügyvezető igazgató

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.

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

PREAMBLE

PREAMBULUM

The Government indicated the Hungarian
Academy of Sciences (hereinafter HAS) 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.

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.

I. SUBJECT OF THE CONTRACT

I. A SZERZŐDÉS TÁRGYA

I.1. The purpose of this contract is the
subscription and access to electronic databases
(listed in Technical Specifications) of the
Provider for the members of the Authorized
Users see attached in Appendix 1.

I.1. A jelen szerződés célja, hogy előfizetést
és hozzáférést biztosítson a Szolgáltató
elektronikus adatbázisaihoz (felsorolás a
Műszaki Leírásban) a szerződés 1. számú
mellékletében meghatározott Jogosult
Felhasználók számára.

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. Documents created during the Public Procurement Procedure shall mean the following:

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

I.3. Parties expressly agree that if Provider intends to apply a licence agreement relating to the performance of this contract, then such licence agreement may be agreed on by 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, Provider's Tender, Provider'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 Provider'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. The Provider supplies e-database and provides online access for the Authorized Users during the term stated in section II of this agreement. The Provider also provides usage statistics and technical support.

II. DURATION OF CONTRACT

II.1. This contract will become effective as of its conclusion and will be valid for a limited period of time until 31th of December 2019. The contract shall not be terminated by ordinary notice prior to the expiry of the limited period defined hereunder. The other Party may terminate the contract with instant termination in case of any material breach with malice or gross negligence.

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

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

I.3. Felek kifejezetten megállapodnak abban, hogy amennyiben Szolgáltató licenc szerződést kíván alkalmazni a jelen szerződés teljesítésével összefüggésben, úgy a licenc szerződése 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. A Szolgáltató e-adatbázist és online hozzáférést biztosít a Jogosult Felhasználók részére a jelen szerződés II. pontjában meghatározott időtartamra vonatkozóan. Ezen felül a Szolgáltató felhasználói statisztikákat és technikai segítségnyújtást is biztosít.

II. A SZERZŐDÉS IDŐBELI HATÁLYA

II.1. A szerződés a megkötésekor lép hatályba és 2019. december 31. napjáig tartó határozott időre jön létre. A határozott idő lejártá előtt a szerződés rendes felmondás útján nem szüntethető meg. A szerződés csak a másik félhez intézett, egyoldalú írásbeli nyilatkozattal azonnali hatályú, rendkívüli felmondással szüntethető meg. Rendkívüli felmondással szüntethető meg a szerződés, amennyiben a másik fél a jogviszonyból származó lényeges kötelezettségét szándékosan vagy súlyos gondatlansággal jelentős mértékben megszegi.

II.2. 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 Provider.

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 Provider, or the Provider 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. PRICE

III.1. The price for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **38 285 USD**. The subscription price does not include VAT. Any applicable Hungarian taxes shall be borne by the Subscriber.

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

II.2. 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;

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: **38 285 USD**. 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. PAYMENT CONDITIONS

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

IV.2. Parties state that the performance is contractual as the term in Clause VI.1. is realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the contract (certification of performance) within 15 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 Provider is entitled to charge default interest according to the Hungarian Civil Code.

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

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

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

The Provider's bank account is as follows:

Bank name: CitiBank N.A.
Bank Account No. 14079671
Bank Code: 18-50-08
IBAN: GB86CITI18500814079671
Swift code: CITIGB2L

V. PERFORMANCE

V.1. The Provider 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.

IV. FIZETÉSI FELTÉTELEK

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

IV.2. Felek a szerződés teljesítésének a jelen szerződés VI.1. pontjában foglalt feltétel teljesülését tekintik. Előfizető köteles a Kbt. 135. § (1) bekezdése alapján a szerződés szerű teljesítéstől számított 15 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.

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

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

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

A Szolgáltató bankszámlája a következő:

Számlavezető bank neve: CitiBank N.A.
A bankszámla száma: 14079671
A bank kódja: 18-50-08
IBAN szám: GB86CITI18500814079671
Swift kód: CITIGB2L

V. A SZERZŐDÉS TELJESÍTÉSE

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

V.2. Subscriber's main contact person is as follows:

Katalin Urbán
tel. +36 1 411 6325
e-mail: urban.katalin@konyvtar.mta.hu

V.3. The Provider herewith undertake to instruct its employees including replacements in all necessary processes and steps so as order to assure a smooth execution of the orders.

V.4. If the lack of service exceeds 2% during the subscription period and if this interruption of service is not beyond Provider's control and no excuse is provided for such breach, the Provider is obliged to pay penalty for faulty performance. The rate of the penalty for faulty performance is identical with the net sum of the Subscription Fee corresponding to the period when the service is not provided.

V.5. Provider's primary contact is as follows:

Peter Foster Tel. +44(0)7747106707
e-mail: peter.foster@cengage.com

V.6. The Provider may reassign contact persons as necessary. The Provider shall be bound to promptly notify the Subscriber about any changes.

V.7. Parties are obliged to collaborate with each other during the term of contract especially in information matters.

V.8. In the case of any conditions related to the performance, the contracting party shall inform the other Party without delay. Parties are liable for the damages connected with the lack or delay of communication.

V.2. Az Előfizető fő kapcsolattartója:

Urbán Katalin
tel. +36 1 411 6325
e-mail: urban.katalin@konyvtar.mta.hu

V.3. A Szolgáltató kötelezettséget vállal arra, hogy az alkalmazottain keresztül mindent megtesz a zökkenőmentes ügymenet és a megrendelések teljesítése érdekében.

V.4. A Szolgáltatás teljes időtartalmának 2 %-át meghaladó kötbérmentes kiesési időt maghaladó szolgáltatás kiesés esetén, amennyiben e szolgáltatás kiesés a Szolgáltató érdekkörében merül fel, és a Szolgáltató ezen szerződésszegését nem menti ki, Szolgáltató hibás teljesítési kötbér fizetésére köteles. A hibás teljesítési kötbér mértéke megegyezik a kötbérmentes kiesési időt meghaladó kiesés időtartamára eső nettó előfizetői díj összegével.

V.5. A Szolgáltató fő kapcsolattartója a következő:

Peter Foster Tel. +44(0)7747106707
e-mail: peter.foster@cengage.com

V.6. A Szolgáltató más kapcsolattartókat jelöl ki, ha ennek szüksége merül fel. Az Előfizetőt ilyenkor megfelelően értesíteni köteles.

V.7. Feleket a jelen szerződés hatálya alatt, különösen a tájékoztatás terén, fokozott együttműködési kötelezettség terheli.

V.8. 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. ACCESS TERMS

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

VI.2. Access to the Subscribed Products shall be confirmed by the use of Internet Protocol ("IP") address(es) indicated by the Subscriber at the signing of this contract or by Shibboleth-authentication mechanism.

VI.3. Resolution of any access issues is the Provider's obligation.

VI. HOZZÁFÉRÉSI FELTÉTELEK

VI.1. 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.

VI.2. Az Előfizetett termékekhez való hozzáférés az Előfizető által a megadott Internet Protocol (IP) címeken és/vagy Shibboleth-azonosítással történik.

VI.3. Bármilyen hozzáférési probléma megoldása a Szolgáltató kötelessége.

VI.4. The Subscriber shall do his utmost to:

- 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 Provider 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.

VI.4. Az Előfizető köteles minden tőle telhetőt megtenni, hogy:

- 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. FINAL STIPULATIONS

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

VII.2. Provider 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 Provider's taxable income.

VII.3. The Provider 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 Provider 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 Provider shall notify the Subscriber in writing without delay of all transactions set out in PPA § 143 (3).

VII.5. The Provider having his fiscal domicile in a foreign country is obliged to attach an authorization to the contract stating that data concerning the Provider may be acquired by the

VII. ZÁRÓ RENDELKEZÉSEK

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

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

VII.3. Szolgáltató köteles a jelen szerződés teljesítésének teljes időtartama alatt tulajdonosi szerkezetét az Előfizető számára megismerhetővé tenni. Szolgáltató – a megismerhetővé tételre vonatkozó kötelezettsége mellett – 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

Hungarian National Tax and Customs Authority directly from the competent tax authority of the Provider'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. The governing law of this contract shall be Hungarian law. This contract has been prepared in a Hungarian and an English version fully corresponding to each other. In case of any differences or discrepancies between the two versions, the English version shall prevail.

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

This contract has been signed in 3 (three) corresponding bilingual copies, of which 1 (one) copy is left to the Provider and 2 (two) copies are left to the Subscriber.

Andover,, 2019



Cengage Learning EMEA Ltd
repr./képv.: David Lloyd Rae, Finance Director
and COO

Provider / Szolgáltató

Appendices:

Appendix 1: List of Authorized Users

Appendix 2: Technical Specifications

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 történésnek, eseménynek 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.

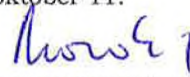
VII.7. A jelen szerződésből eredő bármilyen vitát a felek megegyezéssel igyekeznek rendezni. Ennek hiányában a felek a hatáskörrel és illetékességgel rendelkező magyar bíróságoknak vetik alá magukat.

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

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

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

Budapest, 2019. október 11.



Library and Information Centre of the
Hungarian Academy of Sciences /
MTA Könyvtár és Információs Központ
repr./képv.: Prof. Monok István DSc

Subscriber / Előfizető



financial countersign / pénzügyi ellenjegyző



Mellékletek:

1. sz. melléklet: Jogosult Felhasználók listája

2. sz. melléklet: Műszaki leírás

Appendix 1: List of Authorized Users / 1. sz. melléklet: Jogosult Felhasználók listája

Gale Infotrac - Business Collection

#	Intézmény	Institution
1	Budapesti Gazdasági Egyetem	Budapest Business School - University of Applied Science
2	Budapesti Metropolitan Egyetem	Budapest Metropolitan University
Net tender price: 4 770 USD		Nettó ajánlati ár: 4 770 USD

Gale Infotrac - Pop Culture Collection

#	Intézmény	Institution
1	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design
Net tender price: 1 960 USD		Nettó ajánlati ár: 1 960 USD

Gale Infotrac - Religion and Philosophy Collection

#	Intézmény	Institution
1	A Tan Kapuja Buddhista Főiskola	Dharma Gate Buddhist College
2	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
Net tender price: 3 920 USD		Nettó ajánlati ár: 3 920 USD

Gale Infotrac - War and Terrorism Collection

#	Intézmény	Institution
1	HM Hadtörténelmi Intézet és Múzeum Hadtörténelmi Könyvtár	Ministry of Defence Library of Military History
Net tender price: 1 960 USD		Nettó ajánlati ár: 1 960 USD

Gale Infotrac - World History Collection

#	Intézmény	Institution
1	HM Hadtörténelmi Intézet és Múzeum Hadtörténelmi Könyvtár	Ministry of Defence Library of Military History
Net tender price: 1 960 USD		Nettó ajánlati ár: 1 960 USD

GALE Literary Sources

#	Intézmény	Institution
1	Debreceni Egyetem	University of Debrecen
2	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
3	MTA Könyvtár és Információs Központ	Library and Information Centre of the Hungarian Academy of Sciences
4	Országos Idegennyelvű Könyvtár	National Library of Foreign Literature
5	Országos Széchényi Könyvtár	National Széchényi Library, Budapest, Hungary
Net tender price: 20 625 USD		Nettó ajánlati ár: 20 625 USD

GALE - LRC

#	Intézmény	Institution
1	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
Net tender price: 3 090 USD		Nettó ajánlati ár: 3 090 USD

MASTER AGREEMENT

The **parties** to this Master Agreement are:

Cengage Learning (EMEA) Ltd, a Cengage Learning Company with its principal offices at Cheriton House, North Way, Andover, Hampshire, United Kingdom, SP10 5BE, (Registered Company No: 903535) ("**Gale Cengage Learning**"), and Information Centre of the Hungarian Academy of Sciences with its principal offices at 1051 Budapest, Arany János u. 1, Hungary ("**Client**").

The **date** of this Master Agreement is: 11th July 2019

This Master Agreement incorporates the Sections (as checked below):


- Section 1: General Terms and Conditions
- Section 2: Subscription Terms
- Section 3: Archive Product Terms
- Section 4: Hosting Terms
- Section 5: Restrictions on Use

For the purposes of this Master Agreement, the Client is classified as an:

- Academic Institution
- School
- Corporate
- Public Library
- Special Library

In consideration of the mutual promises set out in this Agreement, as well as other good and valuable consideration, Gale Cengage Learning and Client agree to its terms:

Signed for and on behalf of the Client by:

Print Name:	Prof. ISTVAN MONOK	
Signature:	<i>Istvan Monok</i>	
Title:	GENERAL DIRECTOR	
Date:	14 / 10 / 19	

Signed for and on behalf of Cengage Learning (EMEA) Ltd

Print Name:	David Rae
Signature:	<i>David Rae</i>
Title:	Finance Director and COO, Cengage Learning EMEA Ltd
Date:	

SECTION 1: GENERAL TERMS AND CONDITIONS

1. Definitions

In this Section 1, the following terms shall have the following meanings:

"Archive Product" means an archive database as described in the Archive Product Schedule.

"Archive Product Schedule" means the schedule annexed to Section 3.

"Authorized Users" are the authorised users of a Service or Archive Product, as specified in this Agreement.

"Client" is as specified on the first page of this Agreement.

"Hosting Service" means a service through which the Client obtains access to the Archive Product as specified in the Hosting Service Schedule.

"Hosting Service Schedule" means the Schedule annexed to Section 4.

"Restrictions on Use" means the restrictions on the Client's use of the Archive Product and Subscription Service as specified in Section 5.

"Service" means the Hosting Service or the Subscription Service, or either of them, as the context requires.

"Scope of Use Schedule" means the Schedule annexed to Section 5 setting out the scope of the Client's permitted use of the Subscription Service or Archive Product.

"Sources" means third parties whose materials are available through the Subscription Service or the Archive Product.

"Subscription Service" is the on-line service(s) to which the Client subscribes as specified in the Subscription Schedule.

"Subscription Service Schedule" means the Schedule annexed to Section 2.

"Gale Cengage Learning" is as specified on the first page of this Agreement.

2. Term and termination.

2.1 This Agreement begins on the date upon which it has been signed by both parties and will continue unless or until terminated in accordance with its terms.

2.2 If one party has committed a material breach of the Agreement ("defaulting party") and the breach is not remediable or the defaulting party has not remedied the breach within thirty (30) days of receiving notice of it from the other party ("innocent party"), then without prejudice to any other remedy, the innocent party may on written notice to the defaulting party terminate the Agreement with immediate effect. Client acknowledges that failure to pay the fees for a Service or Archive Product in accordance with the terms of this Agreement will be a material breach of this Agreement.

2.3 If either party becomes insolvent or unable to pay its debts when due, the other may terminate this Agreement by notice to the first party with immediate effect. If Gale Cengage Learning gives or has the right to give notice under this Clause 2.3, Gale Cengage Learning may suspend all Services provided under this Agreement without prejudice to any further right or remedy Gale Cengage Learning may have.

2.4 Clauses 2.4, 2.5, 3 and 4 of this Section 1 will survive termination of the Agreement.

2.5 Termination of the Agreement or cancellation of a Service or Archive Product will not affect any rights accrued or obligations arising on or before the date of cancellation or termination.

3. Disclaimers and limitations of liability.

3.1 Except as provided for in this Agreement, Gale Cengage Learning accepts no liability in contract, negligence or otherwise for (i) any error or omission in a Service or Archive Product; (ii) for the consequences of reliance by the Client or Authorised Users on a Service or Archive Product nor (iii) for any interruption to a Service.

3.2 Except as set out in this Agreement, all warranties, terms and conditions, express or implied by statute, common law or otherwise, are excluded.

3.3 Neither Gale Cengage Learning nor the Client will be liable in contract or negligence or otherwise for (i) loss of profits, business, reputation or anticipated savings, whether such losses are direct or indirect; or (ii) any indirect losses including but not limited to the indirect losses described in Clause 3.3(i) above, however such direct or indirect losses may arise and even if Gale Cengage Learning or the Client or an affiliated company of either of them (as applicable) has been advised of the possibility of such direct or indirect losses.

3.4 The aggregate amount of the liability of Gale Cengage Learning and Gale Cengage Learning's affiliated companies which may arise out of or in connection with the Agreement, whether in contract or negligence or otherwise, will (i) for a Archive Product be limited to the Fees paid for that Archive Product and (ii) for a Service, in respect of all incidents or series of incidents occurring in any one calendar year, be limited to an amount equal to the fees payable by Client in the calendar year in respect of the Service under which that liability has arisen.

3.5 Gale Cengage Learning indemnifies the Client against any reasonable legal fees, disbursements and costs of investigation and litigation and any costs of settlement, judgment, interests and penalties which arise as a direct result of a third party claim that the use of a Service or Archive Product by the Client or its Authorised Users in accordance with the Agreement infringes the intellectual property rights of that third party. This indemnity shall be subject to the Client (i) promptly notifying Gale Cengage Learning of any matter which gives rise to the indemnity ('Claim'); (ii) not, without Gale Cengage Learning's written consent, doing or omitting to do anything, or making any admission, which materially prejudices Gale Cengage Learning's defense of the Claim; (iii) taking all reasonable steps to mitigate its loss; and (iv) granting Gale Cengage Learning the conduct of all negotiations and litigation arising from the Claim and giving Gale Cengage Learning (at Gale Cengage Learning's request and expense) all reasonable assistance requested by the indemnifying party in connection with it. This indemnity shall not apply to any Claim to the extent that the Claim arises from the modification by the Client or the Client's Authorised Users of any part of the content comprising the Service or the Archive Product, notwithstanding that such modification is permitted under the terms of this Agreement.

3.6 The provisions in this Agreement limiting liability do not apply to (i) death or personal injury resulting from negligence, (ii) breach of obligations arising from Section 12 of the Sale of Goods Act 1979 or (iii) fraud or deceit in relation to which no restriction or constraint applies to Gale Cengage Learning or the Client.

4. Intellectual Property

4.1 The Client acknowledges that Gale Cengage Learning and its Sources own all content comprising the Services and Archive Products.

4.2 The Client shall use all reasonable efforts to restrict and control unauthorised access to a Service or Archive Product. The Client agrees to notify Gale Cengage Learning if it becomes aware of any of the following: (a) any loss or theft of the Client's password(s) used in relation to a Service or Archive Product (if any); (b) any unauthorised use of such passwords; or (c) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Client agrees to work with Gale Cengage Learning to correct such practices.

4.3 The Client agrees not to sell, exchange, barter or transfer, rent, lease, loan, resell for profit, distribute or in any other manner commercially exploit any data or documentation comprising a Service or Archive Product except as expressly permitted in this Agreement.

5. General

5.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof. The parties acknowledge that in entering into this Agreement they have not relied on any representations made by either of them that are not expressed in this Agreement. Alterations to this Agreement, as amended from time to time are only valid if they are recorded in writing and signed by both parties.

5.2 Assignment. This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party; provided however, Gale Cengage Learning may assign all or any of its rights and assign or sub-contract all or any of its obligations under this Agreement to any company which is, from time to time, an affiliated company of Gale Cengage Learning, without consent of the Client. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. Any attempted assignment in violation of this section is null and void.

5.3 Force Majeure Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

5.4 Notice. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, or two days after mailing if mailed by commercial overnight courier to the address for that party as specified on the first page of this Agreement, unless such address is changed by notice in compliance with this Clause 5.4.

5.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties to the Agreement.

5.6 Waiver. The waiver of failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.

5.7 Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

5.8 Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

5.9 Governing Laws. This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

5.10 Third Party Rights. Affiliated companies of Gale Cengage Learning and the Sources may enforce the terms of this Agreement subject to and in accordance with the terms of the Agreement and the provisions of the Contract (Rights of Third Parties) Act 1999, as amended and substituted from time to time, otherwise a person who is not a party to this Agreement has no right to enforce any term of this Agreement.

SECTION 2: SUBSCRIPTION TERMS

1. Definitions

In this Section 2, the following terms shall have the following meanings:

“Authorized Sub-User” means the entities (if any) specified as such in the Scope of Use Schedule annexed to Section 5.

“Authorized Users” means the users authorised to use the Subscription Service as specified in the Subscription Schedule.

“Subscription Fee” means the fees payable by Client for access to the Subscription Service, as specified in the Subscription Schedule and amended from time to time in accordance with Clause 5.1 of this Section 2.

“Subscription Period” means, unless otherwise specified in the Subscription Schedule, a period of one year beginning on the Subscription Start Date and, where the Subscription Period is renewed in accordance with this Agreement, each subsequent one year period.

“Subscription Start Date” shall mean the date specified as such in the Subscription Schedule (or, if later, the date upon which Gale Cengage Learning first provides access to the Subscription Service to the Client).

2. Provision and scope of use of the Subscription Service

2.1 Gale Cengage Learning will make the Subscription Service available to the Client for the Subscription Period through the access method specified in the Subscription Schedule.

2.2 Under the terms of this Agreement, Gale Cengage Learning permits Client for the Subscription Period to provide access to the Subscription Service to the Authorised Users. Client and its Authorised Users will comply with the scope of use and the applicable terms specified in the Scope of Use Schedule and the Restrictions on Use (as defined in Section 1).

2.3 Sources may provide additional terms and conditions affecting the Client’s licence to the Subscription Service, which will be appended to this Agreement, and made a part of this Agreement, as and when sent to Client by Gale Cengage Learning. Such terms and conditions will prevail and control use of the relevant part of the Subscription Service over any conflicting terms contained in this Agreement. Client agrees that this Agreement, to the extent it pertains to materials in the Subscription Service provided by a Source, may be enforced by that Source.

2.4 Without prejudice to any other right or remedy available to Gale Cengage Learning, if Client commits a material breach of Clause 2.2 of this Section 2 and the breach is not remediable or the Client party has not remedied the breach within thirty (30) days of receiving notice of it from Gale Cengage Learning, then without prejudice to any other remedy, Gale Cengage Learning may on written notice to the Client terminate Client’s access to the Subscription Service with immediate effect.

2.5 If the Scope of Use Schedule identifies ‘Authorized Sub-Users’, Gale Cengage Learning will, on the written instructions of Client, make the Subscription Service available to those Authorized Sub-Users. For the purposes of Section 5, the restrictions and permissions that apply to Clients and Authorized Users will apply equally to each Authorized Sub-User and the authorized users of that Authorized Sub-User respectively and references in the Definitions in Section 5 to ‘Client’ and ‘Authorized User’ will be deemed to apply equally to the Authorized Sub-User and its authorized users respectively. Client will procure that the Authorized Sub-User and the Authorized Sub-User’s own authorized users comply with all the applicable terms of this Agreement, including but not limited to the terms of Section 5.

3. Warranties, disclaimers and limitations of liability.

3.1 Gale Cengage Learning shall use commercially reasonable efforts to provide continuous availability of the Subscription Service, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to the failure of equipment, communications networks, or services that are outside the control of Gale Cengage Learning. Scheduled downtime will be performed at a time to minimize inconvenience to customers worldwide.

3.2 Gale Cengage Learning warrants to the Client that the use of the Subscription Service by the Authorised Users in accordance with this Agreement will not infringe the intellectual property rights of any third party.

3.3 Gale Cengage Learning will not be liable in any way for any failure in, interruption to or degradation of the Subscription Service caused directly or indirectly by Client's equipment or communications networks.

3.4 Although Gale Cengage Learning believes the Subscription Service to be reliable, Gale Cengage Learning does not guarantee or warrant any information or materials contained in or produced by the Subscription Service nor the accuracy, completeness or reliability of the Subscription Service. Any data or information contained in or provided in connection with the Subscription Service may be incomplete or condensed.

4. Payment

4.1 Client will pay to Gale Cengage Learning the Subscription Fee and any applicable sales, use, excise, or similar taxes payable on the Subscription Fee. Unless otherwise specified in the Subscription Schedule, the Subscription Fee is due within thirty (30) days after invoice date.

4.2 Gale Cengage Learning may invoice the Client for the Subscription Fee for the first Subscription Period immediately upon the Client's execution of this Agreement and subsequently in accordance with Clause 5.1 below.

5. Renewal and cancellation of the Subscription Service

5.1 At any time before the end of a Subscription Period, Gale Cengage Learning may send an invoice to the Client for a subsequent Subscription Period.

(i) If the Client pays that invoice in full before the end of the then current Subscription Period, the Subscription Period will be renewed for another year, beginning on the first day after the end of the then current Subscription Period.

(ii) If the Client pays that invoice in full after the end of that current Subscription Period and Gale Cengage Learning continues to provide the Subscription Service for the period from the end of that current Subscription Period to the date of payment ("Interim Period"), the Subscription Period will be deemed to be renewed for another year, beginning on the first day after the end of that current Subscription Period and the terms of this Master Agreement will apply throughout the renewed Subscription Period, including the Interim Period.

The Subscription Fee for the renewed Subscription Period will be as specified in such invoice.

5.2 Gale Cengage Learning may at any time in whole or in part suspend temporarily or indefinitely the provision of some or all of the Subscription Service, with respect to the delivery of any part of Subscription Service provided by a Source if, for any reason, that Source ceases to make the applicable materials available to Gale Cengage Learning for reproduction in the Subscription Service.

5.3 Gale Cengage Learning reserves the right at any time to withdraw from the Service any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes a third party's intellectual property rights or is defamatory, obscene, unlawful or otherwise objectionable.

5.4 Unless renewed in accordance with Clause 5.1 of this Section 2, Client's right to access the Subscription Service will expire at the end of the then current Subscription Period.

5.5 Clauses 3.3, 3.4 and 5.4 of this Section 2 survive termination of this Agreement.

SUBSCRIPTION SCHEDULE

SUBSCRIPTION SERVICE

Name of Subscription Service	Gale Infotrac- Business Collection Gale Infotrac- Pop Culture Collection Gale Infotrac- Religion and Philosophy Collection Gale Infotrac- War and Terrorism Collection Gale Infotrac- World History Collection Gale Literary Sources Literature Resource Centre
Access Method	The Subscription Service will be accessed by the Client through the Client's own Internet connection to the Gale Cengage Learning data center in Mason, Ohio, USA
Subscription Start Date	1 st January 2019
Subscription Period	12 months from the Subscription Start Date specified above.
Subscription Fees	<p>Gale Infotrac- Business Collection; Budapest Business School - University of Applied Science \$2385 Budapest Metropolitan University \$2385</p> <p>Gale Infotrac- Pop Culture Collection; Moholy-Nagy University of Art and Design \$1960</p> <p>Gale Infotrac- Religion and Philosophy Collection; Dharma Gate Buddhist College \$1960 Károli Gáspár University of the Reformed Church in Hungary \$1960</p> <p>Gale Infotrac- War and Terrorism Collection; Ministry of Defence Library of Military History \$1960</p> <p>Gale Infotrac- World History Collection; Ministry of Defence Library of Military History \$1960</p>

Infotrac, Gale Literary Sources, Literature Resource Centre
Information Centre of the Hungarian Academy of Sciences
11th July 2019

Gale Literary Sources;

University of Debrecen

\$4125

Metropolitan Ervin Szabó Library

\$4125

Library and Information Centre of the Hungarian Academy of Sciences

\$4125

National Library of Foreign Literature

\$4125

National Széchényi Library, Budapest, Hungary

\$4125

Literature Resource Centre;

Pázmány Péter Catholic University

\$3090

Subscription Fees are subject to an annual increase of not more than 5%

SECTION 5 RESTRICTIONS ON USE

For the purposes of applying the Definitions and the Scope of Use below and determining whether any additional restrictions apply, the Client's classification is as specified on the first page of this Agreement.

DEFINITIONS

In this Section 5, the following terms shall have the following meanings:

General:

"Approved Library Loan Scheme" is a library loan scheme that has been approved in writing by Gale Cengage Learning. Gale Cengage Learning has approved the following Library Loan Schemes: the UK Inter Library Loan Scheme (for Academic Institutions).

"Authorized Site" for each Archive Product and Service means the site or sites that is/are specified in the Scope of Use Schedule.

"Authorized Users" for each Archive Product and Service is/are as specified in the Scope of Use Schedule.

"Concurrent Users" are Authorized Users simultaneously accessing the Service or Archive Product.

"Distribute" means copy, make available through access to materials stored on a server or otherwise distribute, electronically (including but not limited to distribution through fax or email) or in hard-copy and **"Distribution"** shall be interpreted accordingly.

"Participating Member" means any higher education institute, library or other entity that is, at the applicable time, a member of an Approved Library Loan Scheme.

"Secure Remote Access" means remote access through a network (whether a stand-alone network or a virtual network within the Internet), which is only accessible to Authorized Users approved by the Client whose identity is authenticated at the time of login and periodically thereafter consistent with best practice and whose conduct is subject to regulation by the Client.

Academic Institution:

"Library Users" means any person who is not a member of the Student and Faculty and who holds a current, valid library card (walk in users) from the Client.

"Students and Faculty" means all currently enrolled full or part-time students of the Client; currently employed faculty (whether on a permanent, temporary, contract or visiting basis), teaching staff, administrators and staff in the Client

School:

"Staff" means all teaching and administrative staff currently employed by the Client.

"Students" means all currently enrolled students of the Client attending lessons full time at the Authorized Site.

Corporate:

"Employees" means individuals who are, at the time of accessing the Service or Archive Product either employed by the Client or engaged by the Client as consultants to work exclusively on behalf of the Client at the Authorized Site.

Public Library:

"Public Library Member" means an individual, in their personal capacity, to whom a public library at the Library Sites has issued a unique ID (e.g. in the form of a library card) and who has borrowing rights at those public libraries.

"Public Library Staff" means all library and administrative staff currently employed by the Client.

"Public Library Walk-in User" means an individual, in their personal capacity, who is not a Public Library Member but accesses the library services at the Authorized Site.

Special Library:

“**Special Library Member**” means an individual, in their personal capacity, to whom the Special Library has issued a unique ID (e.g. in the form of a library card) and who has borrowing rights at the Special Library.

“**Special Library Staff**” means all library and administrative staff currently employed by the Client.

“**Special Library Walk-in User**” means an individual, in their personal capacity, who is not a Special Library Member but accesses the library services at the Authorized Site.

ADDITIONAL PERMISSIONS AND RESTRICTIONS ON USE:

In addition to the permissions and restrictions on use set out in the Scope of Use Schedule, the following additional permission and restrictions on use apply to Clients and their Authorized Users.

SUBSCRIPTION SERVICE

No commercial exploitation of Subscription Service Materials

Applies to: All Clients

Clients and Authorized Users may not commercially exploit materials available from the Subscription Service.

Restriction on Distribution of Subscription Service Materials

Applies to: All Clients

Except as expressly stated in this Section 5 (including the limited redistribution permission described below), Clients and Authorized Users may not Distribute all or any materials from the Subscription Service to any other person, even if that person is an Authorized User. For the avoidance of doubt, Clients and Authorized Users may not make multiple copies of materials from the Service to provide to other persons within the Client’s organization (whether in a hard-copy or electronic format or through access to materials stored on a server) even if all intended recipients are Authorized Users and there is no restriction on Concurrent Users.

Permission for limited redistribution of extracts from the Subscription Service Materials

Applies to: All Clients

Authorized Users may Distribute insubstantial extracts from the Subscription Service provided that:

- (a) the Distribution is only for educational or research purposes and is not for commercial purposes;
- (b) the Distribution is incidental to some other purpose. For example, inclusion of an illustrative extract in an article for an academic publication, a textbook or an examination paper;
- (c) each extract is immediately followed in clear and legible text by reference to the Subscription Service; and
- (d) no more than three extracts from the Subscription Service may be Distributed in a single work, where a work includes but is not limited to, an article, a textbook or an examination paper.

Permissible Inter-Library Loans of materials from the Subscription Service

Applies to: All Clients

The Client may supply to an authorized user of a Participating Member (“Recipient”), in hard copy format or electronically, a single article or item from the Subscription Service for the purposes only of that Recipient’s research or private study, provided that (i) the copy is used by the Recipient only in hard copy format, (ii) the Recipient doesn’t, in hard copy or electronic format, distribute or otherwise make the copy available to any other person, (iii) the Recipient makes no commercial use of the copy and (iv) the

Recipient, the Authorized User and the Client comply at all times with the rules of the Approved Library Loan Scheme from time to time in force.

Use of materials from the Subscription Service for educational purposes only.

Applies to: Academic Institutions and Schools

Each Authorized User may download, display, view and print off single copies of excerpts of materials contained in the Subscription Service for the internal educational purposes of the Client and for the Authorized User's personal non-commercial use.

Members of Faculty or Staff may include in their teaching materials (whether in hard-copy or as part of a Virtual Learning Environment or Managed Learning Environment) links to materials available from the Subscription Service. Authorized Users may use these links to identify and access the relevant materials. The restrictions set out in the two paragraphs above will otherwise apply to those Authorized User's use of those materials.

Use of materials from the Subscription Service for internal business purposes only.

Applies to: Corporates

Each Authorized User may download, display, view and print off single copies of excerpts of materials contained in the Subscription Service for the internal business purposes of the Client. Authorized Users may not make multiple copies of excerpts of such materials

Use of materials from the Subscription Service for personal research purposes only.

Applies to: Public Libraries and Special Libraries

Each Authorized User may download, display, view and print off single copies of excerpts of materials contained in the Subscription Service for his/her personal research purposes.

ARCHIVE PRODUCT

No commercial exploitation of Archive Materials

Applies to: All Clients

Clients and Authorized Users may not commercially exploit all or any of the materials that comprise the Archive Product ("**Archive Materials**").

Use of Archive Materials for educational and research purposes only.

Applies to: Academic Institutions, Schools, Public Libraries and Special Libraries

The Client may and may permit its Authorized Users to copy, store, use, and modify the Archive Materials provided that:

1. each Authorized User copies, stores, uses and modifies the Archive Materials only for the internal educational or research purposes of the Client or his or her own personal educational or research purposes.
2. neither the Client nor its Authorized Users commercially exploits the Archive Materials in any way.
3. except as expressly provided for in this Section 5 (including the limited distribution rights set out below) neither the Client nor its Authorized Users Distributes the Archive Materials to any person that is not an Authorized User of the Client.
4. the Client does not transfer, assign or sublicense the licenses granted in this Agreement; transfer the software component of the Archive Product to diskette, hard disk or magnetic tape; nor knowingly permit the Archive Product to be used by any device, equipment, hardware or system, which would permit copying of the entire Archive Product.

Use of materials from the Archive Product for internal business purposes only.

Applies to: Corporates

The Client may and may permit its Authorized Users to copy, store, use, and modify all or any part of the materials which comprise the Archive Product ("**Archive Materials**") provided that:

1. each Authorized User copies, stores, uses and modifies the Archive Materials only for the internal business purposes of the Client.
2. neither the Client nor its Authorized Users commercially exploits the Archive Materials in any way.
3. neither the Client nor its Authorized Users Distributes the Archive Materials to any individual who is not an Authorized User of the Client.
4. the Client does not transfer, assign or sublicense the licenses granted in this Agreement; transfer the software component of the Archive Product to diskette, hard disk or magnetic tape; nor knowingly permit the Archive Product to be used by any device, equipment, hardware or system, which would permit copying of the entire Archive Product.

Permission for Inter-Library Loans of Archive Materials

Applies to: All Clients

The Client may supply to an authorized user of a Participating Member ("Recipient"), in hard copy format or electronically, a single article or item from the Archive Materials for the purposes only of that Recipient's research or private study, provided that (i) the copy is used by the Recipient only in hard copy format, (ii) the Recipient doesn't, in hard copy or electronic format, distribute or otherwise make the copy available to any other person, (iii) the Recipient makes no commercial use of the copy and (iv) the Recipient and the Client comply at all times with the rules of the Approved Library Scheme from time to time in force.

Permission for limited redistribution of extracts from the Archive Materials

Applies to: All Clients

Authorized Users may Distribute insubstantial extracts from the Archive Materials provided that:

- (a) the Distribution is only for educational or research purposes and is not for commercial purposes;
- (b) the Distribution is incidental to some other purpose. For example, inclusion of an illustrative extract in an article for an academic publication, a textbook or an examination paper;
- (c) each extract is immediately followed in clear and legible text by reference to the Archive Product; and
- (d) no more than three extracts from the Archive Product may be Distributed in a single work, where a work includes but is not limited to, an article, a textbook or an examination paper.

SCOPE OF USE SCHEDULE

SUBSCRIPTION SERVICE: Gale Infotrac - Business Collection Gale Infotrac - Pop Culture Collection Gale Infotrac - Religion and Philosophy Collection Gale Infotrac - War and Terrorism Collection Gale Infotrac - World History Collection Gale Literary Sources Literature Resource Centre	
Authorized Users	The Authorized Users are all Students and Faculty and Library Users.
Authorized Site(s)	<p>The Authorized Site(s) is/are:</p> <p>Gale Infotrac- Business Collection; Budapest Business School - University of Applied Science Budapest Metropolitan University</p> <p>Gale Infotrac- Pop Culture Collection; Moholy-Nagy University of Art and Design</p> <p>Gale Infotrac- Religion and Philosophy Collection; Dharma Gate Buddhist College Károli Gáspár University of the Reformed Church in Hungary</p> <p>Gale Infotrac- War and Terrorism Collection; Ministry of Defence Library of Military History</p> <p>Gale Infotrac- World History Collection; Ministry of Defence Library of Military History</p> <p>Gale Literary Sources University of Debrecen Metropolitan Ervin Szabó Library Library and Information Centre of the Hungarian Academy of Sciences</p>

Infotrac, Gale Literary Sources, Literature Resource Centre
 Information Centre of the Hungarian Academy of Sciences
 11th July 2019

	<p>National Library of Foreign Literature National Széchényi Library, Budapest, Hungary</p> <p>Literature Resource Centre Pázmány Péter Catholic University</p>
Restrictions on the number of Concurrent Users?	There are no restrictions on the number of Concurrent Users
Restriction to Authorized Site(s).	Except as specified in the box below, Authorized Users may access the Service only at the Authorized Site(s).
Access through a Secure Remote Access.	<p>The following classes of Authorized Users may access the Service through a Secure Remote Access: All Students and Faculty</p> <p>The number of Concurrent Users who can access the Service through Secure Remote Access is Unlimited. Concurrent access to the Subscription Service must be restricted via an authentication system approved by Gale Cengage Learning.</p>