

198/2020-E/52

**A WILEY ONLINE LIBRARY
ADATBÁZISHOZ VALÓ HOZZÁFÉRÉSRE
IRÁNYULÓ SZOLGÁLTATÁSI SZERZŐDÉS**

**SERVICE AND SUPPLY AGREEMENT
FOR WILEY ONLINE LIBRARY DATABASE**

A jelen megállapodás létrejött a

This agreement is entered between the

**Magyar Tudományos Akadémia Könyvtár és Információs
Központ**
(továbbiakban: Előfizető)
székhelye: 1051 Budapest, Arany János u. 1.
Adószám: 15300289-2-41
Bankszámlaszám: IBAN:
HU45 1003 2000 0032 2946 0000 0000

**Library and Information Centre of the Hungarian Academy
of Sciences**
(hereinafter referred to as Subscriber),
seated at 1. Arany János u. Budapest, 1051
Tax number: 15300289-2-41
Bank Account No.: IBAN:
HU45 1003 2000 0032 2946 0000 0000

képviseli: Dr. Monok István főigazgató

represented by Dr. Monok István General Director

és

and

a **John Wiley & Sons, Inc.** (a továbbiakban: Szolgáltató,
illetve Wiley)
székhelye:
képviseli: Ben Townsend, Senior Vice President Research
Sales

John Wiley & Sons, Inc. (hereinafter referred to as Supplier
or Wiley)
seated at
represented by Ben Townsend, Senior Vice President
Research Sales

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

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.

PREAMBULUM

PREAMBLE

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

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

ÉRTELMEZŐ RENDELKEZÉSEK

DEFINITIONS

Előfizető intézmény

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

Consortium Member Institution

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

Jogosult felhasználó

Authorized User

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.

Napijegyes olvasó

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

Biztonságos hálózat

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

Magyar EduID Federáció

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

Előfizetett termék(ek)

Jelen szerződés 1. számú mellékletében meghatározott elektronikus tudományos tartalom.

Publikációs Díj

Szolgáltató termékeiben megjelentetett Open Access Primary Research Article vagy Review Article, beleértve, de nem korlátozva a Wiley által Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note kategóriába sorolt cikkek közzétételéért felszámolt díj, amelynek összege az adott anyagot közzétevő kiadvány által nyújtott szolgáltatásoktól és értéktől függ.

I. A SZERZŐDÉS TÁRGYA

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

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

Walk-in-User

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

Secure Network

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

Hungarian EduID Federation

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

Subscribed Product(s)

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

Article Processing (Publication) Charge (APC)

The charge levied by Supplier on the acceptance of an Open Access Primary Research Article or Review Article, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note, the amount of which is dependent on the services and value provided by the publication in which such material is published.

I. SUBJECT OF THE AGREEMENT

I.1. The purpose of this Agreement is the subscription and access to electronic database of the Supplier (defined in Appendix 1.) to the Authorized Users of the Consortium Member Institutions as defined in Appendix 3.

számú mellékletében meghatározott konzorciumi tagintézmények Jogosult Felhasználói számára.

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

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

I.3. Felek kifejezetten megállapodnak abban, hogy amennyiben Szolgáltató (Read and Publish) licencszerződést kíván alkalmazni a jelen szerződés teljesítésével összefüggésben, úgy a (Read and Publish) licencszerződése, 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, Szolgáltató (Read and Publish) 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 Szolgáltató (Read and Publish) 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 termékhez hozzáférjen és ezen Előfizetett Termékhez való hozzáférést biztosítsa a 3. sz. mellékletben szereplő konzorciumi tagintézmények Jogosult Felhasználóinak.

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

I.7. Kapcsolattartás

Az Előfizető fő kapcsolattartója:
név: Kalydy Dóra, általános főigazgató-helyettes

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

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

I.3. Parties expressly agree that if Supplier intends to apply a Licence (Read and Publish) Agreement relating to the performance of this Agreement, then such Licence (Read and Publish) Agreement as set forth in Appendix 2., is 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 (Read and Publish) Agreement.

I.5. Parties state by derogation of CC § 6:63 (5) that their agreement shall exclusively include the provisions of this Agreement, the documents of this Public Procurement Procedure, and Supplier's Licence (Read and Publish) Agreement; 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 the Subscribed Products and provides access to the Authorized Users of the Consortium Member Institutions 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 significant or not significant 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. +36-1-4116292
e-mail: kalydy.dora@konyvtar.mta.hu

A Szolgáltató fő kapcsolattartója a következő:
Név: Joffrey Planchard
Tel. +34 692 712 939
e-mail: jplanchard@wiley.com

II. A SZERZŐDÉS IDŐBELI HATÁLYA

II.1. Jelen Megállapodás az aláírás napjától 2025. december 31-ig terjedő időszakra érvényes, és az előfizetett termék teljes és naprakész hozzáférése vonatkozásban a 2025. év tekintetében. A határozott idő lejártát megelőzően a jelen Szerződés rendes felmondással nem szüntethető meg.

II.2. Bármelyik fél felmondhatja a szerződést, ha a másik fél súlyosan megszegi a jelen szerződés szerinti kötelezettségeit, és nem orvosolja azokat, feltéve, hogy a nem jogsértő fél írásban értesíti a jogsértő felet a súlyos szerződésszegés miatti felmondási szándékáról annak indokairól, egyúttal lehetőséget biztosít a jogsértő félnek a szerződésszegés orvosolására az értesítés kézhezvételétől számított 60 napon belül.

Súlyos szerződésszegésnek minősül, de nem kizárólagosan, amennyiben:

- Felek valamelyike ellen csőd-, vagy felszámolási eljárás indult, vagy egyébként fizetéképtelenné vált, kivéve, ha jogszabály ettől eltérően rendelkezik;
- Előfizető nem fizeti meg az előfizetési díjat, annak esedékességét követő 90 napon belül, függetlenül bármilyen értesítési kötelezettségtől;
- Szolgáltató több mint 30 egymást követő napon keresztül nem képes hozzáférést (közvetlenül vagy archívumon vagy más csatornán keresztül) biztosítani az Előfizetett termékekhez (függetlenül az értesítésre vonatkozó követelményektől), még akkor sem, ha az Előfizető teljes egészében kifizette az összes ilyen hozzáféréssel összefüggő díjat.

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

tel. +36 1 411 6325
e-mail: kalydy.dora@konyvtar.mta.hu

Supplier's primary contact is as follows:
Name: Joffrey Planchard
Tel. +34 692 712 939
e-mail: jplanchard@wiley.com

II. DURATION OF CONTRACT

II.1. The term of this Agreement shall commence on the date of signature of this Agreement until December 31, 2025 and regards the access to the complete and updated content of Subscribed Products in year 2025. The Agreement shall not be terminated by ordinary notice prior to the expiry of a limited period defined hereunder.

II.2. Either Party may terminate the Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party must give written notice of its intention to terminate due to material breach and a description of the basis for the material breach, and will allow the breaching party 60 days after receipt of such notice to remedy the breach.

Material breach of the Agreement includes but is not limited to:

- in case of bankruptcy, liquidation or insolvency of any of the Parties— except for cases specified by related law;
- Subscriber's failure to pay any Fees for more than 90 days after payment due date regardless of any requirement for notice;
- Supplier's failure to deliver (directly or through an archive or other channel) access to the the Subscribed Products for more than 30 consecutive days (regardless of any requirement for notice) even though Subscriber has paid in full for all such access.

II.3. Subject to PPA § 143 (3) the Subscriber shall be entitled to, and at the same time shall be bound to terminate the Agreement 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

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. DÍJAK

III.1. A jelen szerződés II. pontjában meghatározott előfizetési időszakokra szóló díjak összege a nyertes ajánlatban rögzített összeg: **1 726 734 EUR**. A Díj nem tartalmazza az általános forgalmi adót (ÁFA). Az ÁFA valamint minden egyéb alkalmazandó adó, pótdadó, vagy egyéb államilag kiszabott díj megfizetését 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. Az Előfizető köteles ugyanakkor a jelen szerződés alapján kiállított bármely számla teljes összegét abban az esetben is megfizetni a Szolgáltató részére, ha Előfizető jogszabály szerint a Szolgáltató által kiállított számla szerinti összeg egy részének levonására lenne köteles. A Szolgáltató részére megfizetett összeg megegyzik azzal az összeggel, amelyre a Szolgáltató akkor lett volna jogosult, ha a levonásra vagy visszatartásra okot adó helyzetre nem került volna sor.

IV. FIZETÉSI FELTÉTELEK

IV.1. A Szolgáltató a számlát az Előfizető által igazolt szerződésszerű teljesítést követően 2 db részletben, EUR-ban állítja ki az 1. számú mellékletben részletezettek szerint.

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

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 Agreement 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. FEES

III.1. The Fees for the period defined in Clause II is fixed as detailed in the winning tender: **1 726 734 EUR**. The Fee does not include value-added tax ("VAT"). VAT and any other applicable taxes, surtaxes, or other government-imposed fees shall be borne by the Subscriber.

III.2. Parties state that the 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 Agreement over the Fee determined in Clause III. Subscriber will, however, pay to Supplier the full amount of any invoice issued under this Agreement regardless of any deduction that Customer believes it is required by law to make, such that the net amount received by Supplier equals the full amount that would have been received had no such deduction or withholding been required.

IV. PAYMENT TERMS

IV.1. Invoice shall be issued in EUR in two instalments by Supplier as defined in Appendix 1, following the contractual performance acknowledged by Subscriber.

IV.2. Parties state that the performance is contractual as the term in Clause VI.1. had been realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the Agreement (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

figyelemmel kell eljárni. A fizetési késedelem esetén a Szolgáltató jogosult a magyar Ptk. szerinti késedelmi kamat felszámítására. A késedelmes fizetésből eredő esetleges költségek Előfizetőt terhelik.

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

IV.4. 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: JPMorgan Chase New York

A bankszámla száma: 592727017

ABA szám: 021000021

Swift kód: CHASUS33

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.

invoice. The contracting authority shall make payment according to Article 6:130 (1)-(2) of the Civil Code. In case of default in payment Supplier is entitled to charge default interest according to the Hungarian Civil Code. Subscriber shall bear any and all costs due to late payment.

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

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

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

The Supplier's bank account is as follows:

Bank name: JPMorgan Chase New York

Bank Account No. 592727017

ABA: 021000021

Swift code: CHASUS33

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 signing of this Agreement 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. Szolgáltató szokásos karbantartási időszakokat ütemezhet, és minden tőle telhetőt megtesz annak érdekében, hogy az ilyen ütemezett karbantartási időszakokat legalább 48 órával a karbantartás tervezett kezdési időpontja előtt a műszaki kapcsolattartókon keresztül közölje az Előfizetővel.

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 e-mailben érhető el hivatali időben (hétfő-péntek 9-18h.) ünnepnapokon kívül, külön költség nélkül, az alábbiak szerint:

Technikai kapcsolattartó:

Név: Sales Support

e-mail: eal@wiley.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 törvénytelen, káros, félrevezető vagy jogsértő. Szolgáltató jogosult az Előfizetett termék összetételét módosítani, megváltoztatni, illetve más formátumban megjeleníteni. Amennyiben az Előfizetett termék összetételét Szolgáltató módosítani kívánja, a lehető leghamarabb, de legalább 60 nappal a módosítás előtt köteles jelezni ezt Előfizetőnek.

Amennyiben jelen szerződés II.1. szakaszában meghatározott 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 összesített adatfelhasználási jelentéseket készít a Jogosult felhasználók tevékenységéről, és azokat havonta online módon elérhetővé teszi az Előfizető számára, mely jelentéseket az Előfizető jogosult a saját honlapján közzétenni az Előfizető Intézmények tájékoztatása céljából. Az adatfelhasználási jelentéseknek meg kell felelniük a Counting Online Usage of NeTworked Electronic Resources (COUNTER) szabványban foglaltaknak.

V.3. Supplier may schedule usual maintenance periods and will use best efforts to communicate such scheduled maintenance periods to Subscriber at least 48 hours prior to scheduled maintenance start time 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 by email, during official office hours (Monday through Friday from 0900 to 1800 CET, excluding recognized holidays) at no additional charge to the Subscriber, as follows:

Technical Helpdesk Contact:

Name: Sales Support

e-mail: eal@wiley.com

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

V.4. Supplier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. Supplier may add, change, or modify portions of the Subscribed Products, or transform the Subscribed Products to other formats. When such changes, modifications, or migrations occur, the Supplier shall give notice of any such changes to Subscriber as soon as is practicable, but in no event less than 60 days before modification.

If any such withdrawal during the term of the Agreement as set forth in Section II.1. 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 aggregate usage data reports on the usage activity of the Authorized Users and make it available to the Subscriber online on a monthly basis, which reports the Subscriber is entitled to publish on its website for the purpose of informing the Consortium Member Institutions and the subscribing authorities. Usage statistic reports shall meet the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release.

V.6. Az Előfizetett termékek teljes címlistájáról Előfizető bármikor kérhet tájékoztatást Szolgáltatótól a Wiley Online Library for Institutional Administrators szolgáltatási platformon keresztül.

A 2025. év folyamán Szolgáltató megvizsgálja annak lehetőségét, hogy Előfizető részére automatizált úton biztosítsa az Előfizetett Termékek teljes címlistájához való hozzáférést (beleértve az átfogó címinformációt, strukturált KBART formátumot, minden változással kiemelve), és minden egyéb változást az 1. sz. mellékletben meghatározott tartalomhoz képest. Amint ezen funkció elérhetővé válik, Szolgáltató tájékoztatja erről Előfizetőt.

V.7. Távoli hozzáférés biztosítása érdekében a Szolgáltató csatlakozik a Magyar EduID Federációhoz.

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

V.9. Nyílt hozzáférési opció (Publikációs jog): Szolgáltató nyílt hozzáférésű megjelenést (Publikációs jogot) kínál Szolgáltató folyóirataiban az Előfizető Intézmények által alkalmazott oktatói vagy kutatói állomány számára vagy az Előfizető Intézmények valamelyikébe beiratkozott hallgatók számára a jelen szerződés 5. sz. mellékletében részletezett módon, azzal, hogy az erre jogosult szerzők felelősek a tudományos kéziratok benyújtásáért, javításáért, korrekciójáért, továbbá a cikkek megjelenéséhez szükséges adminisztrációs folyamatok felülgtyetért, beleértve a cikkek javított változatainak benyújtását a végleges változat elfogadásáig; illetve Előfizető Intézmények által biztosított jogosultsággal rendelkeznek Szolgáltató felé történő tudományos folyóiratcikkek benyújtására.

VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI

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

- beléphet, kereshet, böngészhet és bármit megtekinthet az Előfizetett Termékeken belül;
- az Előfizetett Termékek különálló elemeiről, kizárólagosan saját felhasználására nyomtathat, elektronikus másolatot készíthet és tárolhat;
- Az Előfizető Intézmény oktatói vagy alkalmazottjai közé tartozó Jogosult Felhasználók több

V.6. The Subscriber can at any time request a complete list of the Subscribed Products in the service platform Wiley Online Library for Institutional Administrators.

In course of year 2025 the Supplier will investigate the possibility to provide the Subscriber in an automated way 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. As soon as such a feature will be readily available, the Supplier will inform the Subscriber.

V.7. In order to ensure remote access for the Authorized users, Supplier shall join the Hungarian EduID Federation.

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

V.9. Open Access Option (Publishing Right): Supplier offers an Open Access Option (Publishing Right) in Supplier's journals to members of teaching or research staff employed by one of the Consortium Member Institutions or a student enrolled at one of the Consortium Member Institutions as detailed in Appendix 5. of the present Agreement, as long as such are Eligible Authors responsible for manuscript submission, correction, proof reading, whole correspondence during the paper submission, handling the revisions and re-submission of revised manuscripts up to the acceptance of the manuscripts by the Supplier; and who is authorized by the Subscriber to submit the article to Supplier.

VI. RESPONSIBILITIES OF MEMBER INSTITUTIONS

VI.1. Each Authorized User and Subscriber may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive personal use of such Authorized User individual items from the Subscribed Products;
- Authorized Users who are members of the Consortium Member Institution's faculty or staff may download

példányban letölthetik és kinyomtathatják az Előfizetett Termékekből származó anyagokat abból a célból, hogy több forrásból származó információgyűjteményt készítsenek tantermi használatra (kurzuscsomag) vagy virtuális tanulási környezetbe, amelyet az Előfizető Intézménydiákjai számára ingyenesen vagy költségalapú díj ellenében terjesztenek. Az Előfizetett termékek anyaga elektronikus formában is tárolható biztonságos elektronikus adatfájlokban, amelyekhez az Előfizető Intézmény jogosult felhasználó hallgatói is hozzáférhetnek a kurzus keretében, amennyiben ésszerű hozzáférés-ellenőrzési módszereket alkalmaznak, mint például felhasználónév és jelszó.

A nyílt hozzáféréssel publikált anyagok kivételével sem az Előfizető, sem a Jogosult Felhasználó nem jogosult az Előfizetett Termékekből származó anyagokat intézményi vagy egyéb adattárba beépíteni. A szerzői megállapodásokat külön kell a Wiley-val meg tárgyalni, és azoknak rendelkezéseket kell tartalmazniuk arra vonatkozóan, hogy a szerzők mire jogosultak és mire nem az általuk létrehozott és a Wiley által publikált anyagokkal kapcsolatban (beleértve a közösségi oldalakat és a tudományos együttműködési hálózatokat, kivéve azokat, akik beleegyeztek a Wiley cikkmegosztási szabályzatába, amely [itt](https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing) található: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing>).

- nyomtatott vagy elektronikus másolatot nyújthat az Előfizetett Termékek különálló elemeiről más Jogosult Felhasználók és a jelen megállapodás körén kívül eső munkatársak részére azok tudományos munkájához vagy kutatásához; valamint
- ha a Jogosult Felhasználó könyvtáros vagy informatikus szakember, úgy más Jogosult Felhasználó kizárólagos használatára jogosult bizonyos cikkeket és könyvfejezeteket kölcsönözni.
- Adat- és szövegbányászat: Jogosult Felhasználók adat- és szövegbányászatot folytathatnak nem kereskedelmi céllal a Wiley TDM API használatával az Előfizetett Termékekben. Jogosult Felhasználóknak az API-token megszerzéséhez el kell fogadniuk a Wiley adat- és szövegbányászatra vonatkozó megállapodását. További részletek [itt](https://www.onlinelibrary.wiley.com/library-info/resources/text-and-datamining): <https://www.onlinelibrary.wiley.com/library-info/resources/text-and-datamining>.
- 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

and print out multiple copies of material from Subscribed Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Consortium Member Institution's free of charge or at a cost-based fee. Material from Subscribed Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Consortium Member Institution's, as part of their course work, so long as reasonable access control methods are employed such as username and password.

Except with respect to material published on an open access basis, neither the Subscriber nor any Authorized User has the right to incorporate any material from the Subscribed Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing>).

- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use; and
- make available parts of the Subscribed Products for the exclusive use of another Authorized User in case the Authorized User is a librarian/information specialist.
- Text and Data mining: Authorized Users who wish to text and data mine the Subscribed Products for noncommercial purposes may do so by using the Wiley TDM API. Authorized Users will need to accept Wiley's Text and Data Mining Agreement to receive an API token. See [here](https://www.onlinelibrary.wiley.com/library-info/resources/text-and-datamining) for further details: <https://www.onlinelibrary.wiley.com/library-info/resources/text-and-datamining>.
- The Subscriber may print and deliver journal articles from Subscribed Titles and, if any, book chapters from the Subscribed Products to fulfil request as part of the practice commonly known as „interlibrary loan“ from

székhelye szerinti országban található nem kereskedelmi könyvtárak megkereséseit teljesítse.

VI.2. Örökös hozzáférés: Szolgáltató nem átruházható, díjmentes hozzáférést biztosít Előfizető és az előfizetői körben résztvevő tagintézmények jogosult felhasználói számára az 1. számú mellékletben meghatározott Előfizetett termékekben jelen szerződés időbeli hatálya alatt megjelölt tartalmakhoz.

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

VI.3. A nyílt hozzáféréssel közzétett anyagok kivételével sem az Előfizető, sem a Jogosult Felhasználó nem jogosult az Előfizetett Termékekből származó anyagokat intézményi vagy egyéb adattárba beépíteni. A szerzői megállapodásokat külön tárgyalják a Wiley-val, és azok tartalmaznak rendelkezéseket arra vonatkozóan, hogy a szerzők mit tehetnek és mit nem tehetnek az általuk írt és a Wiley által közzétett anyagokkal kapcsolatban (beleértve a közösségi oldalakat és a tudományos együttműködési hálózatokat, kivéve azokat, akik beleegyeztek a Wiley cikkmegosztási szabályzatába, amely itt található: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing>).

VI.4. 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 hozzáférést és használatát a Jogosult felhasználók körére korlátozza és tájékoztassa

non-commercial libraries located within the same country as the Subscriber.

VI.2. Perpetual access: Supplier hereby grants to the Subscriber and the Consortium Member Institutions a non-exclusive, royalty-free license for their Authorized Users to use, after the termination of this Agreement, the licenced content published during the subscription period in Subscribed Products as specified in Appendix 1.

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

VI.3. Except with respect to material published on an open access basis, neither the Subscriber nor any Authorized User has the right to incorporate any material from the Subscribed Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found [here: https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing](https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing)).

VI.4. 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 do not divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform the Supplier and take appropriate steps to end such activity and to prevent any recurrence;
- limit access to and use of the Subscribed Products to Authorized Users and notify the Authorized Users of

a Jogosult felhasználókat a jelen Szerződésben foglalt felhasználási korlátozásokról és azok betartásának szükségességéről;

- az Előfizetett szolgáltatásokhoz való hozzáféréshez szükséges jelszavakat és igazoló adatokat kizárólag Jogosult felhasználók részére adjon ki, ne adjon ki jelszavakat és igazoló adatokat harmadik fél részére, valamint tájékoztassa a Jogosult felhasználókat, hogy ne adjanak ki jelszavakat és igazoló adatokat harmadik fél részére;
- amint tudomást szerzett bármiféle jogosulatlan felhasználásról értesítse a Szolgáltatót és tegye meg a szükséges lépéseket, hogy megszakítsa ezt a tevékenységet, és hogy megakadályozza az ilyen esetek ismételt előfordulását.

VII. ZÁRÓ RENDELKEZÉSEK

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

the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issue any passwords or credentials used to access the subscribed services only to Authorized Users, not divulge any passwords or credentials to any third parties, and notify all Authorized Users not to divulge any passwords or credentials to any third parties;
- inform Supplier and take appropriate steps promptly upon becoming aware of any unauthorized use of the subscribed services, to end such activity and to prevent any recurrences.

VII. FINAL STIPULATIONS

VII.1. This Agreement 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 Agreement. 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 Agreement 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 Agreement 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 states that it will not use any subcontractor subject to the grounds for exclusion specified in the public procurement procedure to performance of this Agreement.

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 tehetőségén és képességén, illetve amelyre befolyása egyáltalán nincsen. Ilyen történések, események vagy oknak minősül különösen bármilyen sztrájk, munkajogvita miatti szünet, lázadás, háború, földrengés, tűz és robbanás, de a fizetéképtelenség kifejezetten nem ilyen oknak minősül.

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

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

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

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

Budapest, 2025. 05. 29.



Library and Information Centre of the
Hungarian Academy of Sciences /
MTA Könyvtár és Információs Központ
repr./képv.: Dr. Monok István
főigazgató
Subscriber / Előfizető

financial countersign / pénzügyi ellenjegyző

Mellékletek:

1. sz. melléklet: Előfizetett termék
2. sz. melléklet: Wiley Licence (Read and Publish) Agreement
3. sz. melléklet: Előfizető intézmények listája
4. sz. melléklet: Közbeszerzési dokumentumok
5. sz. melléklet: Open Access Option (Publishing Right)

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

VII.8. Any dispute that may arise shall 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 Agreement 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 Agreement 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 Agreement has been signed in 3 corresponding bilingual copies, of which 1 copy is left to the Supplier and 2 copies are left to the Subscriber.

OXFORD 2025. 06. 03

John Wiley & Sons, Inc.
represented by Ben Townsend,
Senior Vice President Research Sales

Supplier / Szolgáltató

Appendices:

- Appendix 1: Subscribed Products
- Appendix 2: Wiley Licence (Read and Publish) Agreement
- Appendix 3: List of Consortium Member Institutions
- Appendix 4: Tender documentation
- Appendix 5: Open Access Option (Publishing Right)

1. számú melléklet / Appendix 1.

ELŐFIZETETT TERMÉKEK / SUBSCRIBED PRODUCTS

Transitional Deal

Access to JOURNALS – THE DATABASE Model

Wiley Online Library

Részletes címlista:

[https://onlinelibrary.wiley.com/pb-assets/ PriceLists/Database Model Journal List.pdf](https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database%20Model%20Journal%20List.pdf).

The Cochrane Library

<https://www.cochranelibrary.com/>

Applicable Time Period	January 1, 2025 to December 31, 2025
Total Article Entitlement per Contract Year	310
Total Annual Access & Journal Publishing Fee per Contract Year	1 704 034 EUR
Wiley Cocnhrane Library	22 700 EUR
Total net price	1 726 734 EUR

Payment schedule	Előfizetési időszak/ Subscription period	Invoice issue date
40% of annual licence fee	2025	10 days after the date of signature
60% of annual licence fee	2025	until 30.06.2025

2. számú melléklet / Appendix 2.
Wiley Licence (Read and Publish) Agreement

READ AND PUBLISH AGREEMENT

Agreement with Wiley internal number 46709 dated as of January 1, 2025 (the “Agreement”) between John Wiley & Sons, Inc., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively “Wiley”), and Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium, Arany Janos u 1, Budapest, H-1051 HUNGARY (the “Customer” or the “Consortium”, and together with Wiley, the "Parties," and each, a "Party").

Through this Agreement, the Parties have committed to facilitate open access publication of research articles and enable access to Wiley’s portfolio of peer-reviewed scholarly journals. The Parties aim to build a sustainable future that creates impact for publishing and scholarly research, and each party will work in good faith with the goal of achieving maximum participation by all eligible authors in the open access publishing services provided by Wiley hereunder. The Parties further recognize the special commercial terms on which this Agreement was based, namely that the article allocation is based on the historical volume of Hybrid articles associated with the Customer. Customer recognizes the importance of maintaining their hybrid journal publishing volume and will work in good faith with Wiley to that end.

This Agreement is entered into between Wiley and the Consortium. The Consortium represents and warrants that it has the power and authority to act on behalf of its Member Institutions (the Customer(s) as defined below) identified in Schedule 1.

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number **46709** between Wiley, the Consortium, and its member institutions, including the appendices and schedules, which are incorporated herein by reference or signed by the parties and governed by the terms of this Agreement. In the event of any conflict between the terms of an appendix, a schedule, or an Invoice Agreement Letter (or a written equivalent thereof), on the one hand and the terms of this Agreement on the other hand, the terms of the appendix, schedule, or Invoice Agreement Letter (or written equivalent thereof) will govern.
- 1.2. **Article Allowance** means up to the maximum number of Eligible Articles that may be published in Gold Journals and in Hybrid Journals on an open access basis as specified in Section 5.1. (and includes those articles covered by the Post-Publication OA Conversion Right referenced in section 3.7.) and Appendix A.1.
- 1.3. **Article Publication Charge (APC)** means the charge levied by Wiley on the acceptance of an Eligible Article for publication on an open access basis in Gold Journals, the amount of which is dependent on the services and value provided by the journal in which such article is published.
- 1.4. **AI Technologies** means for purposes of this Agreement, software that is developed with or for the purpose of one or more machine learning techniques and approaches (including but not limited to supervised, unsupervised and reinforcement learning) and can generate outputs such as content, predictions, recommendations, or decisions influencing the environments with which they interact.
- 1.5. **Author Services** means the platform (or any successor thereto) designated by Wiley, which may include an author account, services, and features, and provided to authors publishing articles in a Wiley journal.

- 1.6. **Authorized User(s)** means those persons who are authorized by the Customer to have access to the Licensed Electronic Products and fit into one or more of the below categories:
- 1.6.1. Current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer,
 - 1.6.2. Walk-in Users from the public or business invitees, or
 - 1.6.3. Contractors that are currently engaged by the Customer.
- 1.7. **Consortium** means the **Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium**, which is authorized to negotiate and enter into this Agreement on behalf of its member institutions and is responsible for the payment of all fees and for the implementation of this Agreement.
- 1.8. **Customer** means each participating member institution listed in Schedule 1 (individually, and collectively, as the context may require) as well as the Consortium signing on their collective behalf. The Customers have authorized the Consortium to enter into this Agreement on their behalf and to be liable for and pay all fees due to Wiley under this Agreement.
- 1.9. **Dashboard** means the automated system (e.g., Oable, WOAD, Dashboard, or any successor thereto) designated by Wiley, including all products, services and features offered via the Dashboard, that enable the Customer to manage its WOAA.
- 1.10. **Electronic Products and Services** means all products, services, and content available in Wiley Online Library. The specific Electronic Products licensed hereunder, fees, and the Customer's access rights are provided in a Product Appendix hereto. For the avoidance of doubt, the duration of an Appendix may never exceed the Agreement Term as detailed in section 8.1. below, but while the Agreement and Appendix are valid, the Customer may continue to order additional titles under the same Appendix and this Agreement.
- 1.11. **Eligible Article(s)** means:
- 1.11.1. Primary research and review articles, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (an illustrative list is set forth in Appendix A.1, which Wiley is permitted to update from time to time).
 - 1.11.2. Authored by Eligible Authors; and
 - 1.11.3. Accepted from the date on which Customer's Dashboard is activated ("**Publishing Right Start Date**") up to **December 31, 2025**, for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) for the Hybrid Journal Publishing Right or a Flipped Journal (i.e., meaning either a Flipped Journal at the date of submission or a Hybrid Journal at the time of submission and flipped by the time of acceptance), or a Gold Journal (i.e., a Gold Journal as of the date of submission of the article) if Customer has elected and Wiley has approved the Gold Journal Publishing Right (the Publishing Right Start Date up to **December 31, 2025** is the ("**Publishing Right Period**").

- 1.12. **Eligible Author(s)** means authors:
- 1.12.1. Who are affiliated with a Customer where the research was conducted, i.e., students enrolled at or accredited to the Customer or who are teaching and research staff employed by the Customer (such affiliation is not necessary at all points in the research process);
 - 1.12.2. Who are designated as the responsible corresponding author within Wiley's submission system and Author Services platform. In the case of multiple corresponding authors being identified on the version of record, it is the author designated as the responsible corresponding author who is the Eligible Author (and such responsible corresponding author is not required to appear as the first author);
 - 1.12.3. For whom their affiliation has been confirmed pursuant to Section 3; and
 - 1.12.4. Who have signed one of Wiley's then-current open access author agreements for publication of an article on an open access basis in one of the Hybrid Journals or Gold Journals (as applicable).
- 1.13. **Flipped Journals** means all Hybrid Journals that change (also referred to as "flip") during the Term of the Agreement to journals that offer authors only the option to publish articles on an open access basis (known as "Gold Journals," see below). For the avoidance of doubt, the journals that fall within the definition of "Flipped Journals" apply only during the contract Term; on renewal or where a new agreement is entered, there will be a new set of Flipped Journals reflecting those that flip during that renewal or term of the new agreement. For purposes of this Agreement, the terms for Hybrid Journals apply to Flipped Journals, as described herein.
- 1.14. **Gold Journals** means the open access journals published by the Wiley affiliates identified in the preamble above, that offer authors only the option to publish articles on an open access basis. For purposes of this Agreement, Gold Journals do not include the Flipped Journals.
- 1.15. **Hybrid Journals** means the subscription journals published by the Wiley affiliates identified in the preamble above that offer authors the option to publish articles on an open access basis (such journals may be referred to in Wiley systems as "**Online Open**").
- 1.16. **Institutional Account List** means the list of institutional account holders Wiley publishes on <https://authorservices.wiley.com/author-resources/Journal-Authors/open-access/affiliation-policies-payments/institutional-funder-payments.html>.
- 1.17. **Intellectual Property Rights** means, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
- 1.18. **Licensed Electronic Products** means the electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified in the appropriate product appendices (the "**Product Appendices**").

- 1.19. **Licensed Electronic Services** means the electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, including but not limited to:
- 1.19.1. *EarlyView for Journals*– publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.
 - 1.19.2. *Saved Title Alerts for Journals* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.
- 1.20. **Non-commercial** means the use is not intended for, directed towards, or to be used for commercial advantage or monetary compensation by an individual or organization, including by any third party partnering or collaborating with the Customer. Examples of commercial use include but are not limited to copying or downloading of articles, or linking to such articles for further redistribution, reproduction, sale or licensing; copying, downloading or posting by a site or service that incorporates advertising with such content; the inclusion or incorporation of article content in other works or services (for example, a compilation produced for marketing purposes, inclusion in a sales pack etc), promotional purposes (e.g.: advertising, inclusion in marketing collateral, use on product websites etc.), and educational purposes (e.g.: Independent Medical Education, CME, etc.); linking to article content in e-mails redistributed externally for promotional, marketing or educational purposes; use for the purposes of monetary reward through sale, resale, licence, loan, transfer or other form of commercial exploitation such as marketing products; except as permitted herein, print reprints/eprints.
- 1.21. **Secure Network** means the network which provides access to Wiley Online Library for Authorized Users via the specific Customer’s authentication method and valid parameters which are covered by this Agreement and set forth in Schedule 1, which may be updated from time to time via Customer’s written request to Wiley or through the Customer’s Wiley Online Library account. Except in the case of written request from the Customer to the contrary, in addition to the methods set forth in Schedule 1, Wiley will enable federated authentication through Shibboleth Federation and OpenAthens using Customer’s access federation and entity ID if such information is available to Wiley.
- 1.22. **Wiley Online Library** means the online service (or any successor thereto) or other platform available from or designated by Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Product Appendices. The terms and conditions hereof are equally applicable to those products and services.
- 1.23. **WOAA** means the Wiley Open Access Account(s) (or any successor thereto) designated by Wiley and held by the Customer for the purposes of administering open access workflows in Wiley’s journals.

2. ACCESS RIGHT

- 2.1. **General Access Right.** Wiley grants to the Customer and their Authorized Users, during the Term, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the Licensed Electronic Products as listed in the Product Appendices attached hereto as may be amended from time to time, including the full text and other material such as datasets published online, available tables of contents, article abstracts, chapter summaries, and associated websites.
- 2.2. **Unlimited Concurrent Users.** The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
- 2.3. **Intellectual Property Rights.** The Customer acknowledges that the Electronic Products, Wiley Online Library, Author Services, WOAA, Dashboard, Wiley’s other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically

licensed herein to the Customer are expressly reserved by Wiley. The Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.

- 2.4. **Perpetual Access Right.** Upon termination of this Agreement, Wiley will provide the Customer with Perpetual Access to specific content from certain Licensed Electronic Products if and only as stated in the specific product appendices (“**Perpetual Access**”); if an Appendix does not include a grant of Perpetual Access, no such rights are granted by Wiley with regard to the applicable Licensed Electronic Product. For the avoidance of doubt, no such Perpetual Access will be provided where Wiley has terminated this Agreement for breach by Customer, or by any Authorized User. When such Perpetual Access is provided, Wiley, in its discretion, will either continue online access to the same material excluding any enhancements added to the version originally published or additional online features not provided with the print versions of such content, or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to the security requirements in this Agreement. By providing such Perpetual Access, Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Section 4 of the Agreement, which restrictions survive any termination of the Agreement.
- 2.5. **Dark Archive.** Wiley has designated both Portico and CLOCKSS as third-party providers of access to the Licensed Electronic Products. Customer may access the material on either Portico’s or CLOCKSS’ server, or another third-party provider designated by Wiley, free of charge, solely in the event of a Trigger Event (as defined below), as long as:
- 2.5.1. Wiley continues to designate Portico, CLOCKSS, or such third-party as a provider;
 - 2.5.2. The Licensed Electronic Products are available on Portico, CLOCKSS, or such third-party provider’s platform;
 - 2.5.3. Wiley maintains copyright over the Licensed Electronic Products; and
 - 2.5.4. The Customer follows Portico’s, CLOCKSS’, or such third-party’s procedures for accessing the Licensed Electronic Products.

Such access will be deactivated immediately on resumption of access to Wiley Online Library.

Trigger Event means if Wiley makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against it and is not dismissed within 60 days after the filing, or if a receiver or trustee is appointed for the property or assets of Wiley or an equivalent or similar event or proceeding occurs in any jurisdiction, or ceases its scholarly publication operations; or downtime of Wiley Online Library and/or a total loss of access by the Customer to the Licensed Electronic Products, either of which are continuing for at least 30 days

- 2.5.5. Wiley’s Failure to comply with Section 2.5 will not be deemed to be a breach of this Agreement.

3. PUBLISHING RIGHT

- 3.1. **Publishing Right.** Wiley agrees, during the Publishing Right Period, in accordance with the terms set forth in Sections 3 and 5, and
- 3.1.1. Subject to the Article Allowance and the payment of the Annual Access & Journal Publishing Fees set forth in Appendix A.1, to publish Eligible Articles open access as requested by Eligible Authors in the Hybrid Journals and Flipped Journals (“**Hybrid Journal Publishing Right**”) and to publish Eligible Articles open access as requested by Eligible Authors in the Gold Journals (“**Gold Journal Publishing Right**”). Wiley maintains up-to-date, publicly available, online lists of the applicable journals and the APCs, as described in Appendix A; the online lists govern the journals covered by this Agreement. The Parties agree the APCs are based on the services and value provided by the journal in which such articles are published. Wiley is permitted to change the applicable journals and the APCs from time to time (e.g., including but not limited to where there are adjustments to Wiley’s portfolio of journals, Hybrid Journals transition to fully open access journals (i.e., Gold Journals), price changes, etc.).
- 3.2. **Open Access Author Agreement.** Before the version of record is published, Eligible Authors of Eligible Articles (and, if different, the owner of any copyright in such articles), must sign Wiley’s then-current open access author agreement. Eligible Authors will be able to select from the following Creative Commons licenses, as applicable for the particular journal: Attribution International (CC BY), Attribution Non-Commercial International (CC BY-NC), Attribution No-Derivatives International (CC BY-ND), or Attribution Non-Commercial No-Derivatives International (CC BY-NC-ND). The publication workflow will, whenever possible, direct Eligible Authors to CC BY as the first option if permitted by the applicable journal and its policies.
- 3.3. **WOAA Workflow.**
- 3.3.1. **Hybrid Journals.** Under the Hybrid WOAA Workflow, the Eligible Author, as designated on submission of an Eligible Article, or subsequently identified as such within Author Services, must identify the Eligible Author’s affiliation with a Customer, by selecting from a standardized list of institutions in the electronic editorial office submission and Author Services systems. Once the affiliation is identified, the Eligible Author will be presented with a choice of publishing open access. Wiley will include sufficient information and guidance to encourage Eligible Authors to publish open access as part of this Agreement (so long as the correct affiliation of the Eligible Author is captured in Wiley systems’ metadata) and that they do not need to pay an APC. If an author elects not to publish open access, the article will not be covered by this Agreement.
- 3.3.2. **Gold Journals.** Under the Gold WOAA Workflow, the Eligible Author (or the person who was designated the Eligible Author on submission and) who has submitted an Eligible Article in the editorial office submission system must input the affiliation of the Eligible Author by selecting an institution from a standardized list and, for some Gold Journals, also answer a publication charge question in order to request that the article is covered as an Eligible Article by this Agreement.
- 3.3.3. **Flipped Journals.** Flipped Journals will follow the Gold WOAA Workflow for Gold Journals, but will utilize the Article Allowance for Hybrid Journals.
- 3.4. **Non-Standard Workflow.** For Hybrid Journals that do not follow the WOAA Workflow, Wiley will make reasonable efforts to inform the Eligible Author that the Eligible Articles are meant to be published open access under this Agreement where the Eligible Author has identified an affiliation with a Customer in the electronic editorial office submission system.

3.5. Wiley will:

- 3.5.1. Be responsible for identifying the potentially eligible authors under this Agreement (subject to the verification process set forth below in Section 3.7);
- 3.5.2. Not charge an Eligible Author an APC for any Eligible Article as long as the Eligible Author follows the WOA or the Non-Standard Workflows. If the WOA or the Non-Standard Workflows are not followed, any APC subsequently incurred by the Eligible Author is not covered by this Agreement and the Eligible Article will not be deducted from the Article Allowance as applicable. If an Eligible Author follows the WOA or Non-Standard Workflows but did not select open access publishing, and requests Wiley to change the publication basis prior to being published, Wiley will do so, and the Eligible Article will be covered by this Agreement.
- 3.5.3. Include the Customer in the account list for all Hybrid Journals and Gold Journals as an account holder;
- 3.5.4. Provide a link for the Customer on the Institutional Account List on Author Services;
- 3.5.5. Identify on Wiley Online Library the Hybrid Journal and Gold Journal articles that are open access;
- 3.5.6. Make reports of account activity available to the Consortium via the Dashboard;
- 3.5.7. Provide the article record in the Dashboard with all necessary metadata including, but not limited to, name, ORCID (if provided) and email address of all authors, full name of author's affiliation (e.g., university), acceptance date, journal title, article DOI (if applicable), article title, article classification.

3.6. **Open Access Conversion Right.**

- 3.6.1. In Contract Year One only, Customer has the right (the “**OA Conversion Right**”) to request to cover articles that have not been published as open access and that satisfy the requirements of Section 1.11., and:
 - 3.6.1.1. for Hybrid Journals, were accepted for publication in a **Hybrid Journal** (i.e., a Hybrid Journal as of the date of the acceptance of the article) on a subscription basis for which the author has not yet selected the publication basis (subscription or open access), where such acceptance occurred between the date of the Agreement and the Publishing Right Start Date.
- 3.6.2. To exercise the OA Conversion Right, Wiley will provide a list of articles eligible for conversion. Then, Customer must select the articles they would like to convert and inform Wiley in writing about their selection. Wiley will contact the Eligible Authors of the selected articles for final approval, and the Eligible Author must then confirm the conversion of their article to open access publication and sign Wiley's then-current open access author agreement.

- 3.7. **Post-Publication Open Access Conversion Right.** Wiley may provide Customer with a list of published articles for post-publication OA conversion of published articles that satisfy the requirements of Sections 1.11. and were accepted for publication in a Hybrid Journal (i.e., a Hybrid Journal as of the date of the acceptance of the article) for which the author originally selected publication on a subscription basis, or for which the author has not yet selected the publication basis (subscription or open access), where such acceptance occurred within the Agreement Term. Wiley will ensure the option to request Post-Publication OA Conversion Right is available to Eligible Authors for Eligible Articles via their Author Services account. The Eligible Author can request open access publication and must sign Wiley's then-current open access author agreement.
- 3.8. **Verification process.**
- 3.8.1. Wiley will identify potentially eligible authors through at least one of the following parameters: their organization name; their e-mail domain; or persistent identifier, such as Ringgold or another recognized institutional identifier. Once identified, they are deemed qualified as an Eligible Author for publication of Eligible Articles in Hybrid Journals and drawdown of the Article Allowance will occur within the Dashboard.
- 3.8.2. As to Gold Journals, Wiley will request verification from the Customer. It is the responsibility of the Customer to verify, within their Dashboard, that the author qualifies as an Eligible Author. Customer will approve or deny requests for verification from Wiley within 5 days. If the Consortium requires more time, it must notify Wiley and Wiley will provide a reasonable extension.
- 3.9. **Editorial Independence.** Nothing herein will oblige Wiley to publish any article submitted to Wiley by an Eligible Author. The Customer acknowledges that the selection of material to be published is entirely at the discretion of Wiley/the editors, and the Customer agrees not to deny author verification based on the material. Wiley is permitted to elect not to publish any Eligible Article, and/or permitted to retract, withdraw, or publish a correction or other notice for an article accepted for publication, if for any reason, in Wiley's reasonable judgment, such publication would be inconsistent with the Core Practices and associated guidelines set forth by the Committee on Publication Ethics (<https://publicationethics.org/core-practices>) or would result in legal liability, violation of Wiley's ethical guidelines, or violation of journal ethical practices. The Customer waives any claim it may have against Wiley in the event that Wiley or its editors refuse or decline to publish any Eligible Article (or part thereof) submitted by an Eligible Author, or retract, withdraw, publish a correction or other notice with respect to any Eligible Article published by Wiley under this Agreement. An article will be considered to be selected for publication once the Eligible Author has been notified that the article has been accepted and Wiley has received the applicable author agreement signed by the rights holder(s) of the article.

4. TERMS AND CONDITIONS OF USE OF WILEY ONLINE LIBRARY, ELECTRONIC PRODUCTS, WOAA, AND DASHBOARD

- 4.1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.
- 4.1.1. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters, or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational, or scientific research exclusively for Non-commercial use as defined in section 1.20. above. Authorized Users may also transmit such material to a third-party colleague in hard

copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for the following uses: re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks (SCNs), except it is permissible to post on an SCN that has signed up to the STM sharing principles and solely in accordance therewith (see <https://howcanishareit.com>) or automated delivery, or for any other use not enumerated herein. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.

- 4.1.2. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. To do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose it to or share it with anyone else.
- 4.1.3. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.
- 4.1.4. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as username and password.
- 4.1.5. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
- 4.1.6. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein. In the event of any inconsistency between the Terms of Use and this Agreement, such that the rights in the Terms of Use are materially narrower than the express rights in this Agreement, the terms of this Agreement control.
- 4.1.7. Authorized Users must be informed of, and agree to abide by, the Terms and Conditions of Use set forth herein.

- 4.2. Customer and Authorized Users are prohibited, without Wiley's express written permission, from (a) using or enabling generative AI Technologies to ingest, train, test, distribute, make publicly accessible, and/or generate output (including resulting from the use of artificial intelligence tools) based on the Licensed Electronic Products or any part thereof; or (b) uploading, copying, or hosting the Licensed Electronic Products or any part thereof to or for use in generative AI Technologies directly or indirectly (e.g., through the use of third-party plugins, extensions or decentralized custom chatbots associated with those AI Technologies).
- 4.2.1. The foregoing restrictions do not apply to (a) generative AI Technologies that are used to improve spelling, grammar, and general editing, or translation tools for the purpose of personal research, provided such uses will not allow generative AI Technologies to train on or otherwise result in the training on the Licensed Electronic Products; (b) Licensed Electronic Products made available under a CC-BY license, for which the terms of the license apply (including the requirement of attribution).
- 4.2.2. Except as expressly permitted by Wiley or by statutory rights under applicable legislation, Wiley reserves all rights to make reproductions, adaptations, extractions, otherwise make use of the Electronic Products or any part thereof for TDM, artificial intelligence training, and similar technologies.
- 4.3. Except as expressly provided in Sections 4.1. and 4.2. above or with respect to material published on an open access basis (which material is governed by the corresponding open access license), neither Customer, nor Authorized Users may copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge; or integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations by Authorized Users for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 4.4. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library, the Electronic Products, WOAA, or Dashboard.
- 4.5. Neither Customer, nor Authorized Users may do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library, the Licensed Electronic Products, Author Services, WOAA, or Dashboard.
- 4.6. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, infringes Wiley's Intellectual Property Rights, or the Consortium or a Customer hosts an authentication method and parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library, the Licensed Electronic Products, WOAA and Dashboard by such Authorized User or to terminate the authentication method and parameters immediately without notice, in addition to any other available remedies, and Consortium and the Customer will assist Wiley as necessary. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley will give prior written notice to the Consortium and the Customer of its intention to terminate such access and will allow the Consortium and the Customer and/or the Authorized User as applicable thirty (30) days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Consortium and the Customer must notify Wiley when malicious credentials associated with the offending authentication method and parameters have been remediated. Wiley will immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

5. FEES AND CHARGES

5.1. **Access & Journal Publishing Fees.**

- 5.1.1. Consortium will pay a single, annual, non-refundable commitment fee for the Access Right for the Licensed Electronic Products granted under Appendix B and for the Journal Publishing Right under Appendices A and A.1. during each Contract Year, as specified in the Access and Publishing Right Table set forth in Appendix A.1 (the “**Annual Access & Journal Publishing Fee**”).
- 5.1.2. Consortium will pay the Annual Access & Journal Publishing Fee in accordance with the relevant invoice.
- 5.1.2.1. Nothing should be assumed from the single fee applied for access and publishing rights.
 - 5.1.2.2. The Article Allowance for each Contract Year does not roll over into a subsequent Contract Year and expires at the end of final Contract Year.
 - 5.1.2.3. . The allocation of the Article Allowance for the Customer is set forth in Appendix A, with a separate fixed Article Allowance for (a) Hybrid Journals and Flipped Journals and (b) Gold Journals each Contract Year. Customers are not permitted to specify the proportion of the Article Allowance per journal type.
 - 5.1.2.4. The Consortium will manage Article Allowance allocation on a first-come, first-served basis. Consortium is not permitted to specify the proportion of the Article Allowance per journal type
- 5.1.3. Funding requests are approved by the Consortium.
- 5.1.3.1. on acceptance of the article for Hybrid Journals, and
 - 5.1.3.2. on submission of the article for Gold Journals or Flipped Journals.

5.2. **Fund Utilization.** Once the funding request has been approved, the request will only be deducted or drawn down from the Article Allowance at the later of:

- 5.2.1. approval of the funding request and
- 5.2.2. acceptance of the article and the author completes the post-acceptance Author Services workflow.

5.3. Wiley is permitted to allocate the revenues received under this Agreement to its portfolio of journals as it deems appropriate.

5.4. In addition to the Annual Access & Journal Publishing Fee, other fees and charges for Licensed Electronic Products and other services provided by Wiley may be specified in Product Appendices attached hereto and will be due as set forth in the relevant invoice.

5.5. The Consortium is responsible for any applicable direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes where required by law. Consortium will pay to Wiley the full amount of any invoice, regardless of any deduction that Consortium believes it is required by law to make, such that the net amount received by Wiley equals the full amount that would have been received had no such deduction or withholding been required. All Fees required by this Agreement are exclusive of any applicable taxes. Each Customer warrants that, where applicable to Customer, it is registered for VAT under applicable law and will promptly inform Wiley in the event that this changes. If upon audit Wiley is assessed additional value-added taxes in connection with this Agreement because a Customer is found not to be registered for VAT where applicable to Customer, Wiley reserves the right to invoice the applicable Customer retroactively for any additional associated assessment for value-added taxes.

- 5.6. In addition to all other remedies available under this Agreement or at law, Wiley is entitled to suspend the provision of any products or services, including but not limited to access to the Licensed Electronic Products, if the Customer fails to pay any fees as due under this Agreement within the payment terms stated in the applicable invoice. If Wiley executes this option, the Consortium will not be entitled to any reduction in the payment due, nor refund due to the suspension.
- 5.7. The Consortium is responsible for ensuring that any third party authorized by the Consortium to make payments on its behalf will promptly pay Wiley the full amounts due under this Agreement.
- 5.8. Wiley will annually send the Consortium an Invoice Agreement Letter (“IAL”) or equivalent written communication, which may be accompanied by updated Product Appendices.
- 5.8.1. This Agreement will renew for the period set forth in the Invoice Agreement Letter for the fees agreed to and set forth in the IAL, upon any one of the following:
- 5.8.1.1. Customer’s execution of the annual IAL, or equivalent written communication,
 - 5.8.1.2. Customer’s written acceptance of the annual fees via email,
 - 5.8.1.3. Access enablement by Wiley to the Licensed Electronic Products upon Customer’s written request, or
 - 5.8.1.4. Payment of the fees set forth therein.
- 5.8.2. Except as specifically set forth in the IAL or equivalent written communication as set forth above, the terms and conditions of this Agreement including updated Appendices continue to apply.
- 5.9. Wiley may issue the relevant invoice through the US entity or any of its affiliates.
- 5.10. Consortium is responsible for the payments as set forth in the attached Appendices and invoices issued under this Agreement.
- 5.11. In addition to those Customers listed in Schedule 1 and Appendix A.1, Consortium may propose to Wiley new institutions for inclusion in the Agreement, for Wiley’s consideration and approval. Subject to Wiley’s written approval, such new institutions could join the Agreement for an additional access and publishing fee (among any other appropriate terms) and on execution of a Sign-Up Letter or Amendment.

6. MUTUAL OBLIGATIONS

- 6.1. In addition to the obligations set forth herein, Wiley will:
- 6.1.1. Make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider).
 - 6.1.2. Provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the

Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.

- 6.1.3. Wiley will provide a Customer Success Manager (CSM) who works alongside the Customer's account manager, to ensure Customer and their Authorized Users have the resources and support needed to gain the most value from the partnership with Wiley.

6.2. In addition to the obligations set forth herein, the Customer will:

- 6.2.1. Take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use stated in Section 4 above, and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
- 6.2.2. Make access available to Authorized Users only through the Customer's Secure Network and using the authentication method(s) and valid parameters set forth in Schedule 1 or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of Wiley Online Library, the Licensed Electronic Products, WOOA and Dashboard by unauthorized persons; and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
- 6.2.3. Provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication method and parameters will be limited to the Customer's Secure Network and will be listed in Schedule 1 as updated from time to time. The Customer is responsible for ensuring that all specific authentication methods and valid parameters as listed in Schedule 1 or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for any parameters that do not meet the preceding criteria.
- 6.2.4. Use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any infringement of its Intellectual Property Rights or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate with Wiley in the investigation of such infringement or unauthorized use and in actions, which Wiley takes to enforce its Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.
- 6.2.5. Except with respect to material published on an open access basis, neither the Customer nor any Authorized User has the right to incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them.

7. PRIVACY AND DATA PROTECTION POLICY

- 7.1. Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy>.
- 7.2. To comply with Regulation (EU) 2016/679 of the European Parliament and of the Council (“**GDPR**”) and other applicable laws, statutes, and regulations relating to data protection and privacy, Wiley and Customer agree to the terms set forth in the Data Processing Addendum set forth in Schedule 2.

8. TERM AND TERMINATION

- 8.1. The Term of this Agreement commences on **January 1, 2025** and ends on **December 31, 2025** (the “**Term**”). Each year within the Term is a “**Contract Year**” (unless the Parties agree to a shorter time period for any Contract Year as specified in Appendix A.1).
- 8.2. During the term of each applicable Product Appendix, the Customer may license additional Electronic Products under such Product Appendix and this Agreement. If the Term of the Agreement as set forth in Section 8.1. is extended, the term of the applicable Product Appendix will be automatically extended to run concurrently with the Term in order to allow the Customer to continue to license additional products under such Product Appendix in subsequent years, unless otherwise provided in the applicable Product Appendix. Notwithstanding anything to the contrary, the Product Appendix term may never exceed the Term.
- 8.3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that:
 - 8.3.1. the non-breaching party will give written notice of its intention to terminate and will allow the breaching party sixty (60) days after receipt of such notice to remedy the breach; and
 - 8.3.2. where Consortium seeks to terminate due to a material breach by Wiley that is not cured, Consortium may terminate only as to the Customer materially affected by the breach and the Agreement will remain in effect for the Consortium and all other Customers.
- 8.4. Upon expiration or termination of this Agreement, the parties agree to work together in good faith to negotiate a new agreement. With the exception of any perpetual access rights as set forth in each applicable Appendix,
 - 8.4.1. the Access Rights herein will terminate on the earlier of the expiration or termination of this Agreement; and
 - 8.4.2. the Publishing Rights herein will terminate on the earlier of
 - 8.4.2.1. the expiration of the Publishing Right Period; or
 - 8.4.2.2. expiration or termination of this Agreement. Wiley, in its sole discretion, may extend access to the Licensed Electronic Products for a limited period of time during the negotiation of a new agreement and subject to the Terms and Conditions of Use and the Customer obligations in Section 6.2.

9. WARRANTIES AND DISCLAIMERS

- 9.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
- 9.2. Wiley Online Library, the Electronic Products, Author Services, WOOA, and Dashboard may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for accessing third-party websites and the use of any content on such websites.
- 9.3. Except for the warranties provided by Wiley in Section 9.1 above,
- 9.3.1. WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOOA, DASHBOARD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
- 9.3.2. THE USE OF WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOOA, DASHBOARD, THE ELECTRONIC PRODUCTS, AND ALL MATERIALS CONTAINED THEREIN IS AT THE AUTHORIZED USER'S OWN RISK;
- 9.3.3. ACCESS TO WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOOA, DASHBOARD, THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
- 9.3.4. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOOA, DASHBOARD, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED THEREIN, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, WOOA, DASHBOARD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 9.4. Wiley will indemnify and hold Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or Customer's use thereof as expressly permitted under this Agreement constitutes an infringement of any copyright, patent, or trade secret of any such third party. This indemnity will survive termination of the Agreement for two years. This indemnity will not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if Customer has failed to comply with other material terms of this Agreement.
- 9.5. Customer must give prompt notice of an infringement claim to Wiley, provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and allow

Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

- 9.6. The Consortium represents and warrants that it has been granted the authority to sign this Agreement on behalf of the Customers and will compensate, indemnify, and hold Wiley harmless from and against any damages, costs and fees (including reasonable attorney's fees) as a result of such warranty being incorrect or misleading. This warranty and indemnity will survive the termination of the Agreement.

10. CONFIDENTIALITY PROVISIONS

- 10.1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.
- 10.2. The Customer may only use Confidential Information for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.
- 10.3. A redacted version of the Agreement may be made public thirty (30) days after the last day on which it has been duly executed by Consortium and Wiley, and all fees paid by the Consortium will be kept confidential and redacted from any public disclosure.

11. GENERAL PROVISIONS

- 11.1. The Consortium and Wiley will work together on a joint communications plan for the announcement of the Agreement, agreeing to the content and timeline for messages to stakeholders (such as librarians, authors, university leaders), as well as public statements and press releases.
- 11.2. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
- 11.3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party will be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
- 11.4. Notwithstanding any other term in this Agreement, neither party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a party's control whether similar or dissimilar to the foregoing) ("**Force Majeure**") will be deemed to be, or to give rise to, a breach of this Agreement. The party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a

reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than thirty (30) days or it is inadvisable or commercially impractical to perform due to Force Majeure, the parties will renegotiate the terms set forth in this Agreement to mitigate the effects of the Force Majeure and Wiley and the Consortium will conduct all such renegotiations in good faith.

- 11.5. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and with a copy to legalnotices@wiley.com, and to the Customer's Agreement Administrator at the address on Schedule 1, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when mailed as aforesaid or when delivered.
- 11.6. This Agreement with Wiley internal number **46709** constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any section of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
- 11.7. **Severability.** The parties agree that if any provision of this Career Center Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect and the illegal, invalid or unenforceable provision will be replaced with a provision that is legal and valid and most closely reflects the intent of the parties.
- 11.8. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 11.9. The parties waive any rule of construction that requires that ambiguities in this Agreement be construed against the drafter.
- 11.10. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version will prevail to the extent of the inconsistency.

[SIGNATURE BLOCK WILL BE ADDED TO FINAL VERSION AFTER APPROVAL]

SCHEDULE 1: INFORMATION FOR CONSORTIUM AND MEMBER INSTITUTIONS

Name of the Consortium: Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium

The following member institutions of the Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium have agreed to the terms of their participation in this Agreement, as of January 1, 2025 and are deemed to be Customers. Financial terms and supporting documentation for these Customers are included in the Product Appendices, if applicable. Information on sites and contacts for these Customers follows below.

When additional constituent member institutions of the Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium agree in writing to the terms of their participation in this Agreement (subject to Wiley’s written approval), they are deemed to be included in the definition of Customer as parties to the Agreement. Schedule 1 will be amended to include information on sites and contacts. Financial terms and other supporting documents for each such Customer- will be attached to this Agreement in the relevant Product Appendices.

The following are the Customers that are members of the Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium:

No.	Institution	Address	Contact	IP-Addresses (IPv4 + IPv6) or Institutional Login (SAML 2.0: SWITCHaai Federation)
1.	University of Veterinary Medicine			193.6.204.0-193.6.204.255 193.6.205.0-193.6.205.255 193.225.176.0-193.225.176.255 193.225.177.0-193.225.177.255 193.225.191.0-193.225.191.255
2.	Budapest University of Technology and Economics			152.66.*.* 2001:738:2000::/44
3.	University of Debrecen			193.6.128.* - 193.6.146.* 193.6.147.* - 193.6.159.* 193.6.160.* - 193.6.167.* 193.6.168.* - 193.6.169.* 193.6.180.* - 193.6.181.* 193.6.182.* 193.225.70.* 193.225.159.220 193.225.159.150 193.225.190.128/26 193.225.51.128/27 193.225.248.128/26 195.99.74.160/29 193.225.159.221
4.	HUN-REN Centre for Energy Research			148.6.32.0/21 148.6.48.0/21 148.6.56.0/21 148.6.72.0/21 148.6.88.0/21 148.6.96.0/21 148.6.104.0/21

				148.6.112.0/21 148.6.120.0/21
5.	Eötvös Loránd University			157.181.0.0/16 193.6.193.0/24 193.224.74.0/24 193.225.199.0/24 193.225.10.128/25
6.	Hungarian University of Agriculture and Life Sciences			192.146.134.0/23 192.188.242.0/23 192.188.244.0/23 192.188.246.0/23 193.224.144.0/23 193.224.159.184/28 193.224.168.0/23 193.224.206.0/23 193.224.52.0/25 193.224.52.192/27 193.224.53.0/24 193.224.55.0/24 193.224.6.0/23 193.224.81.0/24 193.225.125.0/26 193.225.204.0/23 193.225.25.193/26 195.111.32.0/23 2001:738:5800::/48
7.	Mathias Corvinus Collegium			91.82.126.58/32 62.77.223.174/32 62.77.226.82/32 62.77.228.160/28 212.108.205.16/29
8.	Károli Gáspár University of the Reformed Church in Hungary			86.101.235.109 86.101.235.49 89.135.188.109 86.101.230.253 89.132.136.209 86.101.235.105 193.224.191.251 94.21.177.80 89.132.151.25 89.132.151.26 178.48.178.113 195.38.126.216 213.222.182.226 84.1.117.149 193.224.191.10 91.137.129.33 195.228.234.82 188.36.127.51 84.21.1.205 84.21.30.161 195.228.2.85 86.101.42.33 84.1.126.110 195.228.141.58 81.183.238.73 91.82.126.94

9.	HUN-REN Centre for Ecological Research			193.224.44.34 193.225.215.32/27 193.6.179.40-193.6.179.42 188.142.239.9 148.6.202.0/24
10.	Pázmány Péter Catholic University			193.225.194.0/24 193.225.194.128/27 193.224.140.64/29 195.111.130.0/24 193.225.109.0/24 193.225.195.160/27 193.225.195.192/27 193.224.224.0/24 193.225.195.136/29 193.225.195.144/28 193.225.195.211/29 195.111.132.0/24 193.225.195.0/25 193.225.196.0/24
11.	University of Pécs			193.6.48.0-193.6.50.31 193.6.50.64-193.6.50.191 193.6.51.0-193.6.51.31 193.6.51.64-193.6.51.239 193.6.51.248-193.6.52.31 193.6.52.128-193.6.52.247 193.6.53.0-193.6.53.95 193.6.53.128-193.6.53.247 193.6.54.0-193.6.57.255 193.6.60.0-193.6.60.127 193.6.61.0-193.6.63.255 193.6.242.0-193.6.242.255 193.6.244.64-193.6.245.255 193.224.46.0-193.224.46.255 193.224.54.0-193.224.54.255 193.225.16.0-193.225.16.255 193.225.18.0-193.225.19.255 193.225.21.0-193.225.21.223 193.225.22.0-193.225.22.255 193.225.65.0-193.225.65.255 193.225.122.64-193.225.122.95 193.225.122.104-193.225.122.111 193.225.226.192-193.225.226.255 193.225.248.32-193.225.248.47 195.111.64.32-195.111.64.47 195.111.64.80-195.111.64.207 195.111.64.224-195.111.64.239 195.111.64.248-195.111.64.255 195.111.65.64-195.111.65.95 195.111.65.128-195.111.65.191 195.111.65.224-195.111.65.239 195.111.65.248-195.111.65.255 195.199.26.128-195.199.26.255 195.199.223.180
12.	Semmelweis University			193.6.208.* 193.6.209.* 193.6.210.* 193.6.211.* 193.224.48.*

				193.224.49.* 193.224.50.* 193.225.39.* 193.225.80.* 193.225.82.* 193.225.83.* 195.111.72.* 195.111.73.* 195.111.75.* 193.6.26.* 193.225.81.* 193.224.51.32-193.224.51.128
13.	Széchenyi István University			193.224.128.0-193.224.131.255 193.225.150.0-193.225.151.255 193.225.132.0-193.225.132.255 193.225.127.48-193.225.127.63 193.225.117.0-193.225.117.255 195.111.4.0-195.111.4.7
14.	HUN-REN Biological Research Center, Szeged			160.114.60.0-160.114.63.255
15.	University of Szeged			160.114.0-46.* 160.114.48-59.* 160.114.64.0-160.114.120.27 160.114.120.32-160.114.255.255 195.199.235.225
16.	HUN-REN Research Centre for Natural Sciences			193.224.67.64-254 193.6.18.10 193.224.105.49

Consortium Agreement Administrator:

Name: Eszter Belső-Stefán

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SCHEDULE 2: DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) dated January 1, 2025 (“Effective Date”) is between Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium (“Customer”) and, John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 acting on its own behalf and as agent for each Wiley Affiliate (collectively, “Wiley”) (together with Customer, the “Parties”).

In the course of providing Electronic Product and Services to Customer, Wiley may Process Customer Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to such Processing of Customer Personal Data. This Agreement does not apply to data subjects who register an account separately with Wiley to access Wiley Online Library or access other Wiley services not covered by the Master Agreement.

1. Definitions:

- 1.1. “**Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the subject entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2. “**Customer Personal Data**” means Personal Data Processed by Wiley or a Subprocessor on behalf of Customer in connection with the Electronic Product and Services.
- 1.3. “**Data Protection Laws**” means all laws, regulations, and other legal or self-regulatory requirements in any jurisdiction applicable to the Processing of Customer Personal Data in connection with the Electronic Product and Services, including without limitation, to the extent applicable, the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* (“**CCPA**”), as may be amended, replaced or superseded from time to time.
- 1.4. “**Personal Data**” means information relating to an identified or identifiable natural person (“**Data Subject**”) or that is otherwise defined as “personal information” or “personal data” by Data Protection Laws.
- 1.5. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.
- 1.6. “**Electronic Products and Services**” means the electronic (online) editions of Wiley journals and other publications and the content therein, which the Customer has licensed under Master Agreement and the electronic features and services in Wiley Online Library available to the Customer to be supplied or carried out by or on behalf of Wiley for Customer.
- 1.7. “**Subprocessor**” means any third party appointed by or on behalf of Wiley to Process Customer Personal Data.
- 1.8. The terms “**Business**”, “**Controller**”, “**Processing**”, “**Processor**,” “**Service Provider**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR or the CCPA, as applicable, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

- 2.1. *Roles of the Parties.* The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller or Business (as applicable), Wiley is the Processor or Service Provider (as applicable), and Wiley will engage Subprocessors for the provision of services specifically related to the Agreement pursuant to the requirements set forth in Section 5 (Subprocessors) below.

- 2.2. *Customer's Processing of Personal Data.* Customer shall, in its use of the Electronic Product and Services, Process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of Wiley as Processor. Customer represents and warrants that it has provided notice and obtained all consents and rights to the extent required by Data Protection Laws for Wiley to Process Customer Personal Data and provide the Electronic Product and Services. Customer shall ensure that its instructions for the Processing of Customer Personal Data comply with, and will not cause Wiley to be in breach of, Data Protection Laws. As between the Parties, Customer is solely responsible for (i) the accuracy, quality, and legality of the Customer Personal Data provided to Wiley by or on behalf of Customer, (ii) the means by which Customer acquired Customer Personal Data, and (iii) the instructions it provides to Wiley. Customer specifically acknowledges that its use of the Electronic Product and Services will not violate the rights of any Data Subject that has opted out from sales or other disclosures of Personal Data, to the extent applicable.
- 2.3. *Wiley's Processing of Personal Data.* Wiley shall Process Customer Personal Data in compliance with Data Protection Laws and only for the following purposes: (i) Processing to provide the Electronic Product and Services; (ii) Processing initiated by Data Subjects in their use of the Electronic Product and Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with this DPA and Data Protection Laws. If Processing of Customer Personal Data is required by laws to which Wiley is subject, Wiley shall to the extent permitted by law inform Customer of the legal requirement before such Processing occurs.
- 2.4. *Instructions for Processing.* Customer instructs Wiley (and authorizes Wiley to instruct each Subprocessor) to (i) Process Customer Personal Data and (ii) transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of the Electronic Product and Services and in accordance with Section 11 (Restricted Transfers) below. The subject matter of and duration of Processing of Customer Personal Data, the nature and purpose of the Processing, the types of Customer Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2a attached hereto

3. Personnel

- 3.1. Wiley shall take reasonable steps to ensure the reliability of its personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Data Security

- 4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Wiley shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of GDPR. In assessing the appropriate level of security, Wiley shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessors

- 5.1. *Appointment of Subprocessors.* Customer authorizes Wiley to appoint third-party Subprocessors in connection with the provision of the Electronic Product and Services. Wiley has entered or will enter into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Personal Data, to the extent applicable to the nature of the services provided by such Subprocessor. The list of Subprocessors engaged by Wiley for the provision of services

specifically related to the Agreement as of the date of this DPA is set forth in Schedule 2a, attached hereto, and Customer hereby consents to such Subprocessors.

- 5.2. *Notification of New Subprocessors and Customer's Right to Object.* Wiley will give written notice to Customer of the appointment of any new Subprocessor for the provision of services specifically related to the Agreement that may process Customer Personal Data. If, within ten (10) business days of receipt of that notice, Customer (acting reasonably and in good faith) notifies Wiley in writing of any objection to the appointment, Wiley will use reasonable efforts to address Customer's objection or recommend a commercially reasonable change to Customer's use of the Electronic Product and Services to avoid Processing of Customer Personal Data by the objected-to new Subprocessor. After this process, if a resolution has not been agreed to within ten (10) business days, Wiley will proceed with engaging the Subprocessor.
- 5.3. Where a Subprocessor fails to fulfill its data protection obligations in connection with the Processing of Customer Personal Data under this DPA, Wiley will remain fully liable to Customer for the performance of that Subprocessor's obligations.

6. Personal Data Breach

- 6.1. Wiley shall notify Customer without undue delay and at least within 72 hours upon becoming aware of a Personal Data Breach. Wiley shall provide Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of each such Personal Data Breach under Data Protection Laws. Wiley shall make reasonable efforts to cooperate with Customer and take reasonable commercial steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach, to the extent such mitigation and remediation is within Wiley's reasonable control. Wiley shall have no liability for any costs arising from a Personal Data Breach except to the extent caused by Wiley's breach of this DPA.

7. Rights of Data Subjects

- 7.1. Taking into account the nature of the Processing, Wiley shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to requests to exercise Data Subjects' rights under Data Protection Laws.
- 7.2. If Wiley receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data, Wiley shall: (i) promptly notify Customer; and (ii) ensure that it does not respond to that request except on the documented instructions of Customer or as required by laws to which Wiley is subject, in which case Wiley shall to the extent permitted by law inform Customer of that legal requirement before responding to the request.

8. Data Protection Impact Assessment and Prior Consultation

- 8.1. Wiley shall provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, Wiley.

9. Deletion or Return of Customer Personal Data

- 9.1. Customer may in its absolute discretion by written notice to Wiley within fifteen (15) days of the date of cessation of any Electronic Product and Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), require Wiley to return a complete copy of all Customer Personal Data to Customer and/or delete and procure the deletion of all other copies of Customer Personal Data. Wiley shall comply with any such written request within sixty (60)

days of the Cessation Date. Upon Customer's request, Wiley shall provide written certification that it has fully complied with this Section. Notwithstanding the foregoing, Wiley may retain Customer Personal Data to the extent required by applicable laws or regulatory requirements or otherwise pursuant to Wiley's internal data backup procedures, provided that such copies are kept confidential and secure in accordance with this DPA.

10. Audit Rights

- 10.1. Wiley shall make available to Customer, on reasonable request and at least forty-five (45) days' prior written notice, reports, documentation and other information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to reasonable audits by or on behalf of Customer in relation to its Processing of Customer Personal Data as set forth in this Section. Customer agrees that, to the extent applicable, the reports, documentation and other information will satisfy any audit or inspection requests by or on behalf of Customer. Any such audit shall be subject to appropriate confidentiality obligations as determined in Wiley's discretion.
- 10.2. If Customer requests an on-premises audit, the following terms shall apply: (i) such audit shall be limited to facilities operated by Wiley; (ii) unless otherwise mutually agreed upon by the Parties, such audit shall not last more than two (2) business days; and (iii) before the commencement of any such on-premises audit, the Parties will mutually agree upon the scope, timing and duration of the audit. Wiley need not give access to its premises for the purposes of such an audit: (a) to any individual unless they produce reasonable evidence of identity, authority, and a duty to maintain confidentiality with respect to the Customer Personal Data and any Wiley information reasonably considered confidential; or (b) outside normal business hours at those premises, unless the audit by law needs to be conducted on an emergency basis and the Customer has given reasonable notice of such emergency to Wiley before any audit or inspection occurs.
- 10.3. Customer will not exercise such audit right more frequently than once in any calendar year and Customer will bear the full cost and expense of any such audit, unless such audit discloses a security incident which directly impacts Customer Personal Data and is caused by Wiley's breach of this DPA, in which case Wiley will bear the reasonable cost and expense of such audit.

11. Restricted Transfers

- 11.1. Customer acknowledges and agrees that Processing of Customer Personal Data may include transferring Customer Personal Data outside the Data Subject's country of residence. Customer shall obtain all necessary consents from Data Subjects for such transfers of Customer Personal Data. Where, under Data Protection Laws, there are (or there become) restrictions, approvals or conditions placed upon Customer or Wiley transferring Customer Personal Data outside the Data Subject's country of residence, the Parties shall comply with all such requirements.
- 11.2. To the extent that Wiley Processes any Customer Personal Data that originates from the United Kingdom in a country that has not been designated as providing an adequate level of protection for Personal Data, Wiley and Customer hereby agree to the clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries ("UK SCCs"). Where applicable, the UK SCCs are hereby incorporated by reference into and form an integral part of this DPA as if fully set forth herein, and the Parties' execution of this DPA shall be deemed as the Parties' execution of the UK SCCs. The information required by Appendix 1 and Appendix 2 to the UK SCCs is set forth in Schedule 2a, attached hereto. If the UK SCCs are amended, replaced, or superseded by a new set of clauses, Wiley and Customer

hereby agree to such new clauses with an effective date of the latest date permitted by the relevant authority.

- 11.3. To the extent that Wiley Processes any Customer Personal Data that originates from the European Economic Area or Switzerland in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, Wiley and Customer hereby agree to the clauses set out in the European Commission's Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries ("EU SCCs"). Where applicable, the EU SCCs are hereby incorporated by reference into and form an integral part of this DPA as if fully set forth herein, and the Parties' execution of this DPA shall be deemed as the Parties' execution of the EU SCCs. Module Two of the EU SCCs shall apply where Customer is the Controller and Wiley is a Processor, and Module Three of the EU SCCs shall apply where Customer is a Processor and Wiley is a Subprocessor. The information required by the Appendix to the EU SCCs is set forth in Schedule 2a, attached hereto. If the EU SCCs are amended, replaced, or superseded by a new set of clauses, Wiley and Vendor hereby agree to such new clauses with an effective date of the latest date permitted by the relevant authority

12. Indemnification; Limitation of Liability

- 12.1. Each Party (an "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party (an "**Indemnified Party**") from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) in connection with any claim by a third party arising from or relating to any breach by the Indemnifying Party of its obligations in this DPA, except to the extent the Indemnified Party is responsible for the event giving rise to the claim. Where both Parties are responsible for the event giving rise to the claim, the Parties expressly agree to indemnify in proportion to each Party's share of such negligence or misconduct.
- 12.2. Each Party's indemnification obligation is subject to the Indemnifying Party receiving: (i) prompt notice of such claim (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (ii) the option to direct any defense; and (iii) all necessary cooperation of the Indemnified Party. The Indemnified Party shall have the right to consult with its own counsel at its own expense. The Indemnifying Party shall not settle any claim without the written consent of the Indemnified Party unless the settlement fully and unconditionally releases the Indemnified Party and does not require the Indemnified Party to pay any amount, take any action, or admit any liability.
- 12.3. In no event shall Wiley or its affiliates, partners, directors, officers, shareholders, employees, advisors or agents be liable for: (i) any indirect, incidental, consequential, punitive or special damages (including lost profits, loss of use or lost data), even if advised of the possibility of such damages; or (ii) in the aggregate any amount that one million in the currency under which the fees are paid.

13. General Terms

- 13.1. *Changes in Data Protection Laws.* Either Party may, by at least thirty (30) days' written notice to the other, propose any variations to this DPA which the Party reasonably considers to be necessary to address the requirements of any Data Protection Law. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing variations designed to address the relevant requirements as soon as is reasonably practicable.
- 13.2. *Severance.* Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while

preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable provision had never been contained therein.

13.3. *Survival.* Sections 12 and 13 shall survive termination of this DPA.

SCHEDULE 2A: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

A. Data Exporter

Where applicable, the “data exporter” (as that term is used in the UK SCCs and EU SCCs) refers to Customer, which is transferring data pursuant to this DPA. Customer’s data protection officer may be contacted as detailed in Schedule 1.

B. Data Importer

Where applicable, the “data importer” (as that term is used in the UK SCCs and EU SCCs) refers to Wiley, which is importing data pursuant to this DPA. Wiley’s data protection officer may be contacted using the details located at <https://www.wiley.com/dataprotection>.

C. Categories of Data Subjects to whom the Customer Personal Data relates (*select all that apply*)

- | | |
|--|---|
| <input type="checkbox"/> Wiley employees/contractors | <input type="checkbox"/> Website visitors |
| <input type="checkbox"/> Candidates for employment at Wiley | <input type="checkbox"/> Students |
| <input type="checkbox"/> Authors/editors/reviewers | <input type="checkbox"/> Minors (children under 18) |
| <input checked="" type="checkbox"/> Customers/clients/end users of a Wiley product or service | <input type="checkbox"/> Other (<i>describe</i>): |
| <input type="checkbox"/> Prospective customers/clients/end users of a Wiley product or service | |

D. Categories of Customer Personal Data to be Processed by Wiley (*select all that apply*)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Name or other identifier (e.g., username, alias, social media handle, other unique personal identifier) | <input type="checkbox"/> Location data |
| <input checked="" type="checkbox"/> Contact information (e.g., email address, phone number, fax number, physical address) | <input checked="" type="checkbox"/> IP/MAC address, cookie ID, device information, or other electronic identification data |
| <input type="checkbox"/> Picture or video | <input type="checkbox"/> Preferences and interests |
| <input type="checkbox"/> Government identification number or image (e.g., Passport information, Social Security Number, Driver’s License number) | <input type="checkbox"/> Browsing history, search history |
| <input type="checkbox"/> Financial account information (e.g., credit card number, financial account number, cardholder data) | <input type="checkbox"/> Shopping and purchase history |
| <input type="checkbox"/> Date of birth | <input type="checkbox"/> Education information |
| <input type="checkbox"/> Username plus password or security question/answer | <input type="checkbox"/> Employment/professional information |
| | <input type="checkbox"/> Sex, gender |
| | <input type="checkbox"/> Marital status |
| | <input type="checkbox"/> Background check information |
| | <input type="checkbox"/> Other (<i>describe</i>): |

E. Special categories of data (*select all that apply, or N/A if not applicable*)

- | | |
|--|--|
| <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Political opinions |
| <input type="checkbox"/> Biometric data | <input type="checkbox"/> Racial/ethnic origin |
| <input type="checkbox"/> Criminal offenses/convictions | <input type="checkbox"/> Religious/philosophical beliefs |
| <input type="checkbox"/> Genetic data | <input type="checkbox"/> Sex life/orientation |
| <input type="checkbox"/> Health/medical data | <input type="checkbox"/> Trade union membership |

F. Processing of Customer Personal Data

Customer Personal Data is Processed for the following purposes: (i) Processing to provide the Services; (ii) Processing initiated by Data Subjects in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with this DPA and Data Protection Laws. The subject matter and duration of the Processing of Customer Personal Data shall be as consistent with the Services and this DPA.

G. Description of the technical and organizational measures implemented by Wiley

Cybersecurity and Privacy Strategy

Wiley protects its infrastructure and the personal data within it according to the information security principles of confidentiality, integrity, and availability. Our security program is based on the NIST Cybersecurity Framework (CSF), including but not limited to our policies, standard operating procedures, and technical controls. Our privacy program is based on the NIST Privacy Framework to complement and expand our security controls while meeting contractual and legal privacy requirements. Wiley's approach to security and personal data protection incorporates both technical controls and organizational processes.

Confidentiality

A mandatory security education and awareness program is in place to educate internal users on the importance of their obligation to protect the confidentiality of personal data. Employee background checks are performed before granting personnel any data access, and employees are required to acknowledge the commitment to confidentiality of any data they may access in the performance of their duties. Single sign-on (SSO), multi-factor authentication (MFA), and complex password requirements are in place to enforce secure authentication. Wiley follows the principle of least privilege by restricting data access to only individuals with a valid job-based reason to access production information.

Vendor contractual obligations are required for third-party sub-processors prior to any personal data access or transfer to require that the same level of protection be maintained throughout the duration of any vendor engagements, with stipulations covering security and confidentiality of personal data.

Wiley's information security policy requires all sensitive data to be encrypted both in transit and at rest. Endpoint protection is implemented to prevent and detect malware and other security threats. Firewalls and network anomaly detection systems are continuously monitored by the Wiley Security Operations Center (SOC). The Wiley SOC monitors all system security alerts and investigates incidents which may impact the confidentiality, integrity, or availability of the environment or data within it.

Integrity

Wiley uses only hosted data center vendors with appropriate physical security and environmental controls which adhere to SOC 2 Type II as well as ISO 27001 certification standards. Production data is separated from development environments, and a formal change management process is in place to prevent unauthorized changes. To manage vulnerabilities, monthly scans are performed to confirm that the appropriate level of security patching and configuration is maintained. Secure audit logs are in place for nonrepudiation and traceability.

Availability and Resilience

Wiley uses industry-recognized hosted data center vendors with ISO 27001 and SOC 2 certifications to achieve high availability and resilience. Business continuity and disaster recovery plans are in place and tested periodically to confirm process effectiveness. Backups are taken and stored per data classification and retention requirements to enable restoration. Anti-DDoS protection is in place, and application security reviews are conducted on Wiley sites.

Risk Management

Wiley has implemented a data risk management strategy that considers the risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed. Wiley considers the likelihood and severity of the risks to individuals whose personal data Wiley may process in the performance of service contracts. Data protection is considered throughout the lifecycle of products and services, and technical personnel are trained in privacy by design and default.

Incident Response and Breach Notification

Wiley maintains a 24x7x365 Security Operations Center (SOC) that responds to and investigates system or security alerts as well as reported incidents. Wiley has implemented an Incident Response Plan (IRP) which prioritizes regulator and/or client breach notification requirements when they are applicable to a security or privacy incident. Where Wiley is engaged as a sub-processor on behalf of a client, Wiley will not notify individual data subjects affected by a breach directly and will instead notify the client of a data breach no later than the timeline specified in the agreement.

H. List of Sub-processors Processing Customer Personal Data:

Amazon	Sendgrid
Google	Cloudflare
Synoptek	NetApp
Equinix	

I. Description of transfer

Categories of data subjects whose personal data is transferred: As set forth in Section C of this Schedule 2a.

Categories of personal data transferred: As set forth in Section D of this Schedule 2a.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: As set forth in Sections E and G of this Schedule 2a.

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

Nature of the processing: As set forth in Section F of this Schedule 2a.

Purpose(s) of the data transfer and further processing: As set forth in Section F of this Schedule 2a.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Personal data will be retained for as long as necessary to carry out the purposes set forth in this DPA, and for any additional period that may be required by law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: As set forth in Section F of this Schedule 2a.

J. Competent Supervisory Authority

Where the Customer executing this DPA is established in an EU Member State, the supervisory authority of such Member State shall act as competent supervisory authority.

Where the Customer executing this DPA is not established in an EU Member State, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred are located, as indicated in this Schedule 2a, shall act as competent supervisory authority.

LICENSED ELECTRONIC PRODUCTS AND SERVICES

APPENDIX A: PUBLISHING RIGHT

Customer: Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium

Hybrid Journals, Gold Journals, and Corresponding APCs

Wiley maintains up-to-date, publicly available, online lists of Gold Journals and Hybrid Journals, and the APCs for each, available as follows:

- Hybrid Journals: <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-OnlineOpen.xlsx>
- Gold Journals: <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-Open-Access.xlsx>.

Wiley will provide Customer on a yearly basis the list of Flipped Journals for the following year during the Term. While such titles will appear in the above link for Gold Journals, the Flipped Journals are covered by the Article Allowance for Hybrid Journals as set forth in the Agreement.

Wiley may change the URL(s) at its sole discretion. These lists govern the journals covered by this Agreement.

APPENDIX A.1: ACCESS AND PUBLISHING RIGHT TIME PERIOD, ARTICLE ALLOWANCE FEE TABLE, AND ILLUSTRATIVE ARTICLE CLASSIFICATIONS

Access and Publishing Right Table

	Contract Year One
Applicable Time Period	January 1, 2025 to December 31, 2025
Hybrid Article Allowance per Contract Year, which allowance also covers Flipped Journals	225.00
Gold Article Allowance per Contract Year	85.00
Total Annual Access & Publishing Fee per Contract Year	EUR 1.704.034,00

Payments shall be made by Consortium in two instalments as set out below:

- 40% of Total Annual Access & Journal Publishing Fee (EUR 681,613.60) shall be made within 10 days after the date of the Agreement signature.
- 60% of Total Annual Access & Journal Publishing Fee (EUR 1,022,420.40) shall be made by June 30, 2025.

No	Name of the Member	Annual Access & Journal Publishing Fee per Member
1	University of Veterinary Medicine	
2	Budapest University of Technology and Economics	
3	University of Debrecen	
4	HUN-REN Centre for Energy Research	
5	Eötvös Loránd University	
6	Hungarian University of Agriculture and Life Sciences	
7	Mathias Corvinus Collegium	
8	Károli Gáspár University of the Reformed Church in Hungary	
9	HUN-REN Centre for Ecological Research	
10	Pázmány Péter Catholic University	
11	University of Pécs	
12	Semmelweis University	
13	Széchenyi István University	
14	HUN-REN Biological Research Center, Szeged	
15	University of Szeged	
16	HUN-REN Research Centre for Natural Sciences	

Illustrative List of Article Classifications Eligible for Open Access Publishing

Base Article Type	TA or WOA Eligible	Definition
Abstract	N	Abstract published as an individual standalone article, usually based on research presented at conferences, where the full journal article is still being worked on.
Abstract Supplement	N	Collection of Abstracts, usually all from a specific conference, and materials related to them such as Introductions, Author Indices etc.
Announcement	N	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.
Article Note	N	Flag to readers to acknowledge an issue.
B2B	N	Includes B2B content that is submitted and requires a license for publication. For contracted B2B content not requiring licenses, please see Custom Content.
Career and Management	N	Article relating to career development or managing a practice or people or small business for practitioners.

Case Study	Y	Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.
Case Study Media	Y	Image(s) or video(s) showcasing the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually from an unusual or novel case study or has substantial learning value for readers.
Commentary	Y	Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.
Concern	N	Warning to readers to indicate problems cannot be resolved and that caution may be needed.
Correspondence	N	A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation.
Cover	N	A cover or cover image for a journal. They can be commercial (i.e. via a cover sales program) or not. They are generally not configured in the editorial system.
Custom Content	N	For Custom Content, an internal team creates and typesets it, independently manages licensing, and provides publication-ready content to production. May include B2B content.
Data Article	Y	Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.
Editorial	N	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor.
Education	Y	Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification.
Erratum	N	To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact.
Events	N	A curated list of relevant upcoming events in the field of interest of the journal and its readers.
Index	N	A list of the contents of an issue or volume, including future issue plans.
Introduction	N	An introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue.
Issue Information	N	An article type used by production for adjunct matter. Not configured in the editorial system.
Lecture	Y	Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.
Media Review	N	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making.

Meeting Report	N	Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.
Method and Protocol	Y	Procedural method in the design and implementation of an experiment or study.
News Article	N	External factual information to keep readers up to date with events.
Obituary	N	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.
Off-Line Licenses	N	Only for Hybrid journals, these articles have separate licensing requirements that are contractually handled off-line and not through Wiley systems and processes. Copyright lines will be different from the journal default.
Opinion	N	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.
Perspective	Y	Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing.
Practice and Policy	Y	Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.
Profile	N	Life story of a person significant to the field.
Rapid Publication	Y	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.
Research Article	Y	Reports of original research, with methods, findings and conclusions.
Retraction	N	Warning to alert readers that an article been confirmed as unreliable, either due to its content or a compromised publication process. The article's content remains available for transparency.
Review Article	Y	Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.
Short Communication	Y	Brief observations and research reports in a concise format.
Technical Note	Y	Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm.
Translated Article	N	Translated from other articles by a translator, who could be an original author, and held under separate copyright. (For translations arranged by a journal contract with right to publish in all languages, please use Translation under Custom Content.).

Withdrawal	N	Warning to alert readers that an article has been confirmed as unreliable, harmful, or legally problematic and that the article's content has been removed.
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APPENDIX B: JOURNALS THE DATABASE

Customer: Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium

The Database will comprise all subscription-based journal titles published on Wiley Online Library including titles previously excluded from collections, transfer titles and newly launched journals.

1. **Title List:** The complete list of titles included in the Database is available at:
https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database_Model_Journal_List.pdf.
2. **Access:** The subscription will entitle the Customer and the Customer's Authorized Users access during the access term, which for the purposes of this Appendix will initially be January 1, 2025 to December 31, 2025 (the "Access Term") to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. For the avoidance of doubt, this does not include any material predating 1997 for the same journals.
 - 2.1. The Database Collection available to the Customer will be the one for the calendar year in which each subscription begins.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with Perpetual Access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain Perpetual Access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer already had such rights from Wiley independent of this Appendix. No Perpetual Access rights are provided under this Appendix B for any material predating 1997 for the same journals.
4. **Fees:** The Database Fee is included in the Annual Access & Publishing Fee per Contract Year as listed in Section 5.1 of the Agreement and Appendix A.1. The Annual Access & Publishing Fee in a subsequent Contract Year may change for subsequent years if there is a material change to the number of and value of the journal titles included in the Database.
 - 4.1. The Database Fee in a subsequent year may change if there is a material change to the number and value of the journal titles included in the Database.
 - 4.2. Wiley will submit to the Customer by September 1 of each Contract Year a list of the online editions of all journals in the Database that will be made available on Wiley Online Library in the following Contract Year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.
 - 4.3. In the event of a material change as described above, the parties shall negotiate in good faith and use their best efforts to reach agreement on an appropriate amount as fair compensation for such material change.
5. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals to which the Customer subscribes under this Appendix at a deeply discounted rate ("DDP"). This does not apply to:
 - 5.1. Titles published in e-only format by Wiley.
 - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
 - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

APPENDIX F: THE COCHRANE LIBRARY (Annual Subscription)

Customer: Library and Information Centre of the Hungarian Academy of Sciences (EISZ) Consortium

The Cochrane Library is an electronic product to which the Customer has access under this Agreement. It includes tables of content, abstracts, full text, illustrations, data tables, search and retrieval tools, software and other functionality. The Cochrane Library will be updated regularly.

1. **Access:** An Annual Subscription will give the Customer and the Customer's Authorized Users access during the access term, which for the purposes of this Appendix will initially be January 1, 2025 to December 31, 2025 (the "**Access Term**") to The Cochrane Library Edition that is available at the time the Access term begins, plus any content added or updated during the term of the subscription.
 - 1.1. The Customer must continue to subscribe each year in order to retain access.
 - 1.2. Wiley currently provides access to The Cochrane Library via the following URL: <https://www.cochranelibrary.com>. Wiley may change the URL at its sole discretion.
 - 1.3. The Access Term may never exceed the term of the Agreement as set forth in Section 8.1. of the Agreement.

2. **Fees:** The Customer will pay a subscription fee, in accordance with the Agreement, for the Licensed Electronic Product under this Appendix (the "**Access Fee**") at the beginning of the Access Term, to be calculated as detailed in this section.
 - 2.1. The Cochrane Library Access Fees may be calculated based on the Customer's number of FTEs as defined in Schedule 1 of the Agreement.

The Cochrane Library	Access Fee
Cochrane Database of Systematic Reviews (CDSR; contains Cochrane Systematic Reviews and Cochrane Methodology Reviews)	
Cochrane Central Register of Controlled Trials (CENTRAL; Clinical Trials)	
Cochrane Clinical Answers (CCA)	
Total Access Fee in Year 2025	22 700 EUR

3. számú melléklet / Appendix 3.

Előfizető Intézmények listája / List of Consortium Member Institutions**Wiley Online Library Database**

	Institution (Hungarian)	Institution (English)
1	Állatorvostudományi Egyetem	University of Veterinary Medicine
2	Budapesti Műszaki és Gazdaságtudományi Egyetem	Budapest University of Technology and Economics
3	Debreceni Egyetem	University of Debrecen
4	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
5	HUN-REN Energiatudományi Kutatóközpont	HUN-REN Centre for Energy Research
6	HUN-REN Ökológiai Kutatóközpont	HUN-REN Centre for Ecological Research
7	HUN-REN Szegedi Biológiai Kutatóközpont	HUN-REN Biological Research Center, Szeged
8	HUN-REN Természettudományi Kutatóközpont	HUN-REN Research Centre for Natural Sciences
9	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
10	Magyar Agrár- és Élettudományi Egyetem	Hungarian University of Agriculture and Life Sciences
11	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
12	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
13	Pécsi Tudományegyetem	University of Pécs
14	Semmelweis Egyetem	Semmelweis University
15	Széchenyi István Egyetem	Széchenyi István University
16	Szegedi Tudományegyetem	University of Szeged

The Cochrane Library

	Institution (Hungarian)	Institution (English)
1	Pécsi Tudományegyetem	University of Pécs
2	Semmelweis Egyetem	Semmelweis University
3	Szegedi Tudományegyetem	University of Szeged

4. számú melléklet / Appendix 4.

KÖZBESZERZÉSI DOKUMENTUMOK / TENDER DOCUMENTATION

A Közbeszerzési Eljárás során keletkezett dokumentumok a jelen szerződéssel együttesen értelmezendők, és alkalmazandók függetlenül attól, hogy azok fizikai értelemben a jelen szerződés mellékletét képezik-e. /
All documents created in the course of this Public Procurement Procedure shall be construed jointly with this Agreement, and shall be applicable irrespective of being attached as an Appendix to this Agreement or not.

5. számú melléklet / Appendix 5.

NYÍLT HOZZÁFÉRÉS / OPEN ACCESS OPTION (PUBLISHING RIGHT)

Hivatkozással jelen megállapodás V.9. pontjára Szolgáltató nyílt hozzáférésű megjelenést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára a Wiley tudományos folyóiratokban azzal, hogy az erre jogosult szerzők felelősek a tudományos kéziratok benyújtásáért, javításáért, korrekciójáért, továbbá a cikkek megjelenéséhez szükséges adminisztrációs folyamatok felügyeletéért, beleértve a cikkek javított változatainak benyújtását a végleges változat elfogadásáig; illetve Előfizető Intézmények által biztosított jogosultsággal rendelkeznek Szolgáltató felé történő tudományos folyóiratcikkek benyújtására.

A jogosult szerzők összesen háromszáztíz (310) nyílt hozzáférésű cikket jelentethetnek meg (hibrid: 225 db, Gold: 85 db) a futamidő alatt anélkül, hogy cikkiadási díjat ("APC") kellene fizetniük.

Követelmények:

- a megállapodás kizárólag olyan elsődleges kutatási vagy áttekintő jellegű cikkekre vonatkozik, beleértve, de nem kizárólagosan a Wiley által Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication és Technical Note kategóriába sorolt cikkeket, amelyeknek jogosult szerzője a 3. függelékben felsorolt Előfizető Intézmények egyikében dolgozik a cikknek a hibrid folyóiratban való elfogadásának napján vagy a cikknek a Gold folyóiratban való közzétételre történő benyújtásának napján.
- a jogtulajdonos(oknak) minden esetben alá kell írniuk a folyóiratokra vonatkozó közzétételi megállapodást
- a közleményeken fel kell tüntetni, hogy az Open Access megjelenés a jelen megállapodás alapján történt
- Szolgáltató negyedévente jelentést készít Előfizető számára
 - o a nyílt hozzáférésű cikkek számáról
 - o az Előfizető Intézményekben affiliált szerzők cikkeinek bibliográfiai adatairól.

With reference to point V.9. of the present Agreement, Supplier offers an Open Access Option (Publishing Right) in Supplier's journals to members of teaching or research staff employed by one of the Consortium Member Institutions or a student enrolled at one of the Consortium Member Institutions as detailed in Appendix 5. of the present Agreement, as long as such are Eligible Authors responsible for manuscript submission, correction, proof reading, whole correspondence during the paper submission, handling the revisions and re-submission of revised manuscripts up to the acceptance of the manuscripts by the Supplier; and who is authorized by the Subscriber to submit the article to Supplier;

Eligible Authors may publish a total of three hundred ten (310) open-access articles (Hybrid: 225 pcs, Gold: 85 pcs) during the Term without having to pay an article publishing charge ("APC").

Conditions:

- Only primary research or review articles, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note, where the Eligible Author is from one of the Consortium Member Institutions listed in appendix 3. on the date of acceptance of the article in Hybrid Journal or on the date of submission of the article in Gold Journal for publishing are covered by the Agreement.
- the rightsholder(s) of articles must sign the applicable publish agreement for the journals
- it has to be clearly indicated in the articles that they are published based on the present Agreement
- Supplier will report to Subscriber quarterly about
 - o the number of articles published under the open access option by all authors,
 - o the number and detailed metadata of the articles published by authors at the Consortium Member Institutions.

Az előfizetési díj az alábbi szolgáltatási elemeket tartalmazza:

Applicable Time Period	January 1, 2025 to December 31, 2025
Total Article Entitlement per Contract Year	310
Total Annual Access & Journal Publishing Fee per Contract Year	1 704 034 EUR
Wiley Cochrane Library	22 700 EUR
Total NET PRICE	1 726 734 EUR