

**CAMBRIDGE UNIVERSITY PRESS JOURNALS
ADATBÁZISHOZ VALÓ HOZZÁFÉRÉSRE
IRÁNYULÓ SZOLGÁLTATÁSI SZERZŐDÉS**

**SERVICE AND SUPPLY CONTRACT
FOR CAMBRIDGE UNIVERSITY PRESS
JOURNALS DATABASE**

A jelen megállapodás létrejött a

Magyar Tudományos Akadémia Könyvtár és Információs
Központ
(továbbiakban: Előfizető)
székhelye: 1051 Budapest, Arany János u. 1.
Adószám: HU15300289
Bankszámlaszám: 10032000-01447217-00000000

képviseli: Dr. Monok István főigazgató

és

az SKS Knowledge Services GmbH (a továbbiakban, mint
Szolgáltató)
székhelye Marschnerstr. 8, 81245 München, Németország
adószám: DE353087049
Bankszámlaszám: DE44 7004 0041 0272 4920 00

képviseli: Adriana Ignat

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

PREAMBULUM

Az Elektronikus Információs szolgáltatás Nemzeti Program
finanszírozásával és működtetésével kapcsolatos feladatokról
szóló 1079/2012. (III. 28.) Korm. határozatban a Kormány
felkérte a Magyar Tudományos Akadémiát (a továbbiakban:
MTA), hogy az irányítása alatt álló köztestületi költségvetési
szerv, az MTA Könyvtár és Információs Központ
közreműködésével lássa el az Elektronikus
Információs szolgáltatás Nemzeti Program működtetésével
kapcsolatos feladatokat. Jelen szerződés megkötésére az
Elektronikus Információs szolgáltatás Nemzeti Program
keretében kerül sor a résztvevő tagintézmények, mint
előfizetői kör nevében és javára. Szolgáltató a Cambridge
University Press megbízottja. Cambridge University Press az
Előfizetett Termékek tulajdonosa, és Szolgáltató a Cambridge
University Press képviseletében köti meg a jelen szerződést.

This agreement is entered between the

Library and Information Centre of the Hungarian Academy of
Sciences
(hereinafter referred to as Subscriber),
seated at 1. Arany János u. Budapest, 1051
Tax number: HU15300289
Bank Account No.: 10032000-01447217-00000000

represented by Dr. István Monok General Director

and

and KS Knowledge Services GmbH (hereinafter referred to as
Supplier)
seated at: Marschnerstr. 8, 81245 Munich, Germany
Tax number DE353087049
Bank Account No.: DE44 7004 0041 0272 4920 00

represented by: Adriana Ignat

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

PREAMBLE

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

ÉRTELMEZŐ RENDELKEZÉSEK

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.

Jogosult felhasználó

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

Napijegyes olvasó

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

Biztonságos hálózat

Hálózat vagy virtuális hálózat, amely kizárólag a Jogosult Felhasználók által vehető igénybe meghatározott Internet Protocol (IP) tartományokon belül vagy az Előfizető Intézmények által biztosított felhasználónevekkel és jelszavakkal vagy a Magyar EduID 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.

Előfizetett termék(ek)

Jelen szerződés 1. számú mellékletében meghatározott elektronikus tudományos tartalom.

I. A SZERZŐDÉS TÁRGYA

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

DEFINITIONS

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.

Authorized User

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

Walk-in-User

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

Secure Network

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

Subscribed Product(s)

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

I. SUBJECT OF THE CONTRACT

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

I.2. All documents created in the course of this Public Procurement Procedure shall be construed jointly with this

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

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

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

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

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

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

I.7. Kapcsolattartás

Az Előfizető fő kapcsolattartója:

név: Gaálné Kalydy Dóra, általános főigazgató-helyettes
tel. +36-1-4116292

e-mail: kalydy.dora@konyvtar.mta.hu

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 Agreement relating to the performance of this contract, then such Licence Agreement as Appendix 2, may be considered as subject of the present agreement between the parties as long as it is not contrary to any of the provisions of this Agreement.

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

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

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

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

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

I.7. Communication

Subscriber's main contact person is as follows:

name: Dóra Gaálné Kalydy, deputy director general
tel. +36-1-4116292

e-mail: kalydy.dora@konyvtar.mta.hu

A Szolgáltató fő kapcsolattartója a következő:
 Név: Ángyán Katalin
 Tel.: +36702726200
 e-mail: hu@scientificknowledgeservices.com

Supplier's primary contact is as follows:
 Name: Katalin Angyan
 Tel.: +36702726200
 e-mail: hu@scientificknowledgeservices.com

II. A SZERZŐDÉS IDŐBELI HATÁLYA

II.1. Jelen Megállapodás az aláírás napjától 2024. december 31-ig terjedő időszakra érvényes, és az előfizetett termék teljes és naprakész hozzáféréseire vonatkozik az előfizetési időszak, 2024. év tekintetében. A határozott idő lejártát megelőzően a jelen Szerződés rendes felmondással nem szüntethető meg.

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

- Felek valamelyike ellen csőd-, vagy felszámolási eljárás indult, vagy egyébként fizetéképtelenné vált, kivéve, ha jogszabály ettől eltérően rendelkezik;
- Előfizető írásbeli felszólítás ellenére sem fizeti meg az előfizetési díjat, annak esedékességét követő 90 napon belül;
- Szolgáltató 30 egybefüggő napon túl nem képes folyamatos szolgáltatást nyújtani.

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

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

II. DURATION OF CONTRACT

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

II.2. The other Party may terminate the contract with instant termination in case of any material breach with malice or gross negligence. Material breaches of the contract are especially the followings:

- in case of bankruptcy, liquidation or insolvency of any of the Parties– except for cases specified by related law;
- in case of defaulting on Licence Fees by Subscriber within 90 days subsequent to due payment date despite of any notice in writing;
- in case the Subscribed Products are unavailable for 30 consecutive days during the term of this Agreement.

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

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

III.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.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. AZ ELŐFIZETÉSI DÍJ

III. LICENCE FEE

III.1. A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített összeg: **146 063 GBP**. Az előfizetési díj nettó, általános forgalmi adót nem tartalmazó díj. A Magyarországon esedékes adókat az Előfizető viseli.

III.1. The Licence Fee for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **146 063 GBP**. The subscription price does not include VAT. Any applicable Hungarian taxes shall be borne by the Subscriber.

III.2. Felek rögzítik továbbá, hogy a III.1. pontban szereplő díj magában foglalja valamennyi, a Szolgáltató által az Előfizető részére nyújtott szolgáltatás ellenértékét, Szolgáltató valamennyi költségét és hasznát is. Erre tekintettel Szolgáltató az itt megadott díjon felül jelen szerződés teljesítésével összefüggésben semmilyen további díjat, költséget nem jogosult Előfizető felé érvényesíteni.

III.2. Parties state that the Licence Fee determined in Clause III.1. includes all consideration for services for the Subscriber by the Supplier as well as all expenses and benefits of the Supplier. Supplier confirms that the Licence Fee is the full and final payment required from Supplier for access to the Subscribed Products during the Subscription Period.

IV. FIZETÉSI FELTÉTELEK

IV. PAYMENT TERMS

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

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

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

IV.2. Parties state that the performance is contractual as the term in Clause VI.1. had been realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the contract (certification of performance) within 8 days from the date of the performance according to PPA § 135 (1). The invoice is due not later than 30 days from the date of the receipt of the invoice. The contracting authority shall make payment according to Article 6:130 (1)-(2) of the Civil Code. In case of default in payment Supplier is entitled to charge default interest according to the Hungarian Civil Code. Subscriber shall bear any and all costs due to late payment.

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

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

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

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

IV.5. Payments are to be made via bank transfer and shall be made at no charge to the Supplier. Bank charges of the

IV.5. 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:
 Bank name: Commerzbank
 Bank Account No.: DE44 7004 0041 0272 4920 00
 Swift Code: COBADEFFXXX

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 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 jelen szerződés szerződésszerű teljesítése érdekében. Bármilyen hozzáférési probléma megoldása a Szolgáltató kötelessége.

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

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

Amennyiben az elérési probléma olyan okból, amelyért a Szolgáltató felelős tíz (10) munkanapon túl is fennáll, minden

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: Commerzbank
 Bank Account No.: DE44 7004 0041 0272 4920 00
 Swift Code: COBADEFFXXX

V. SUPPLIER'S PERFORMANCE OBLIGATIONS

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

Supplier shall provide access related to Clause I.1. within 7 days following the subscription of this contract so that within this period Supplier provides Authorized Users with full access to the content of its database.

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 the contractual performance of this contract. Resolution of any access issues is the Supplier's obligation.

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

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

In the event that the non-conformity materially affects the Subscriber's use of the Subscribed Products, and for that Supplier is responsible as well as Supplier fails to repair the nonconformity within ten (10) business days, Supplier shall

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

V.4. Szolgáltató a tervezett technikai karbantartások megkezdése előtt legalább negyvennyolc órával tájékoztatja Előfizetőt a várható szolgáltatás-kiesésről.

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

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

Technikai kapcsolattartó:

Név: Leszek Czerwinski

e-mail: leszek.czerwinski@cambridge.org

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

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

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

V.6. Szolgáltató adatfelhasználási jelentést készít a Jogosult felhasználók tevékenységéről, és az interneten havonta elérhetővé teszi azt az Előfizető részére, mely jelentéseket

reimburse Subscriber for such problems in an amount that is proportional to the total Fees owed by Subscriber under this Agreement. The fee to be proportionately refunded as per this Section shall be calculated by dividing the full amount of the Fees by the number of days when performance is due under the whole term of the Agreement, and multiplying such amount by the number of days when access was not available, noting that each day commenced by some lack of service shall be accounted for as a whole day. The enforcement of said claim herein shall be without prejudice to the enforcement of any other claims under this Agreement or relevant laws.

V.4. Supplier may schedule usual maintenance periods which have to be communicated to Subscriber at least 48 hours before the access issue via the technical contacts.

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

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

Technical Helpdesk Contact:

Name: Leszek Czerwinski

e-mail: leszek.czerwinski@cambridge.org

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

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

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

V.6. Supplier shall make usage data reports on the usage activity of each Authorized User Institution accessible online on a monthly basis to the administrators employed by such Institution and to the Subscriber in order to upload usage data onto Subscriber's website as public information for the Consortium Members and for the supporting authorities.

Előfizető jogosult a saját honlapján közzétenni az előfizető intézmények és a fenntartó hatóságok tájékoztatása céljából. Az adatfelhasználási jelentéseknek meg kell felelniük a Counting Online Usage of NeTworked Electronic Resources (COUNTER) szabványban foglaltaknak.

V.7. Szolgáltató negyedévente biztosítja Előfizető részére a címlistákat a teljes előfizetett termékről a legfrissebb KBART szabvány szerint. A Szolgáltató köteles negyedévente tájékoztatni előfizetőt az előfizetett termék jelen szerződés 1. számú mellékletéhez képest történt változásairól a KBART szabvány szerint.

V.8. Távoli hozzáférés biztosítása érdekében a Szolgáltató tőle telhető módon vállalkozik a Shibboleth hitelesítés biztosítására.

V.9. 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.10. Nyílt hozzáférés: Szolgáltató nyílt hozzáférést megjelölést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára az Előfizetett terméket alkotó tudományos folyóiratokban az 2. és 5. számú mellékletben részletezettek szerint.

Szolgáltató évente jelentést készít Előfizető számára

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

VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI

VI.1. Az Előfizető és a Jogosult Felhasználói kör a vonatkozó jogszabályok által meghatározott mértékben:

- beléphet, kereshet, böngészhet és bármit megtekinthet az Előfizetett Termékeken belül;
- az Előfizetett Termékek különálló elemeiről, kizárólagosan saját felhasználására nyomtathat, elektronikus másolatot készíthet és tárolhat;
- az Előfizetett Termékek egyes elemeit vagy azok részeit elhelyezheti az Előfizető és más Jogosult Felhasználó intranet és internet website-jaira, elektronikus

Usage statistic reports shall meet the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release.

V.7. Supplier shall provide Subscriber every calendar quarter with a complete list of the Subscribed Product (including comprehensive title information, structured in the most current KBART format, with any amendments highlighted), and of any amendments in comparison to the list of Material as set out in Appendix 1.

V.8. In order to ensure remote access for the Authorized users, Supplier endeavor reasonable efforts to support Shibboleth Access.

V.9. Parties are obliged to collaborate with each other during the term of contract especially in information matters. In the case of any conditions related to the performance, the contracting party shall inform the other Party without delay. Parties are liable for the damages connected with the lack or delay of communication.

V.10. Open Access Option: Supplier offers an open access option in scientific journals within the Subscribed Products to the Authors affiliated at one of the Consortium Member Institutions as detailed in Appendix 2 and 5.

Supplier will report to Subscriber annually

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

VI. RESPONSIBILITIES OF MEMBER INSTITUTIONS

VI.1. To the extent permitted by applicable law, each Authorized User and Subscriber may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products;
- incorporate items or extracts of the Subscribed Products on the Subscriber's and any other Authorized User's intranet and internet websites and in electronic coursepacks and instructor websites, reserves and course management systems made available to Authorized Users

oktatócsomagjaiba és oktatói website-jaira, háttértárakra és oktatási menedzment rendszereibe, amelyek csak a Jogosult Felhasználók számára elérhetőek, a felhasznált forrásanyag jogtulajdonosának pontos megjelölésével.

- 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: automatizált eszközök és eljárások használatával adat- és szövegbányászatot folytathat tudományos, kutatási és oktatási célú szövegelemzés vonatkozásában. Az adat- és szövegbányászat eredménye nyilvánosságra hozható, kutatási célból közzétehető, azonban az így létrejött tudományos eredmények nem tekinthetők önálló terméknek és nem helyettesíthetik az Előfizetett Terméket.
- Előfizető jogosult nyomtatni és kiadni az előfizetett példányok fejezetcímeit és az előfizetett termékek bármely könyvfejezetét annak érdekében, hogy az ún. "könyvtárközi kölcsönzés" keretében az Előfizető székhelye szerinti országban található nem kereskedelmi könyvtárak megkereséseit teljesítse.

VI.2. Örökös hozzáférés: Szolgáltató nem átruházható, díjmentes örökös hozzáférést biztosít Előfizető és az előfizetői körben résztvevő tagintézmények jogosult felhasználói számára az 1. számú mellékletben meghatározott Előfizetett termékekben jelen szerződés időbeli hatálya alatt megjelent 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. Archiválási jog: az Előfizető Intézmények előfizetésének megszűnése esetén. A szerződés időtartama alatt előfizetett tartalom PDF formátumban lesz elérhető a megszűnésről szóló értesítés kézhezvételétől számított három hónapon belül.

VI.4. Az Előfizető minden tőle telhetőt megtesz annak érdekében, hogy:

only. Authorized Users must specify the title and copyright owner of the Subscribed Product used in

- 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 may apply automated tools and processes for the purposes of textual analysis within the context of scholarship, research and educational purposes. Members and Authorized Users may make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Subscribed Products.
- The Subscriber may print and deliver 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 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, perpetual license for their Authorized Users to use, after the termination of this License Agreement, the licenced content published during the subscription period in Subscribed Products as specified Appendix 1.

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

VI.3. Archival rights: Where Supplier is no longer able to provide online access to the Subscribed Products on a permanent basis, it shall provide a copy of the applicable Subscribed Products in pdf format within 3 months after termination of the service.

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

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

VII. ZÁRÓ RENDELKEZÉSEK

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.

this Agreement and that compliance with such restrictions shall be accounted for;

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

VII. FINAL STIPULATIONS

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

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

VII.3. The Supplier is obliged to disclose its structure of ownership to the Subscriber during the full period of

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

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

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

VII.6. Szolgáltató kijelenti, hogy a szerződés teljesítéséhez nem vesz igénybe a közbeszerzési eljárásban előírt kizáró okok hatálya alatt álló alvállalkozót.

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

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

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

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

performance of this contract. Beside its disclosure obligation the Supplier shall notify the Subscriber without delay of any changes related to its structure of ownership, indicating the former and latter data and their validity.

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

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

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

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

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


VII.9. The governing law of this contract shall be Hungarian law. This contract has been prepared in a Hungarian and an English version fully corresponding to each other. In case of any differences or discrepancies between the two versions, the English version shall prevail.

VII.10. Should one or several clauses of this contract be or become invalid, the validity of the other clauses will not be affected. The invalid clause shall be interpreted so as to achieve the originally intended purpose of the parties- as long as legally acceptable.

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

Budapest, ...

2024. jan. 25.



.....
Dr. Monok István

főigazgató/General Director
MTA Könyvtár és Információs Központ /
Library and Information Centre of the
Hungarian Academy of Sciences
Előfizető / Subscriber




.....
pénzügyi ellenjegyző / financial countersign

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

München ...

05.02.2024



.....
Adriană Ignat
SKS Knowledge Services GmbH
Szolgáltató / Supplier

Mellékletek:

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

Appendices:

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

1. számú melléklet / Appendix 1.

ELŐFIZETETT TERMÉK / SUBSCRIBED PRODUCT**Cambridge University Press (CUP) Journals**

Részletes címlista:

<http://eisz.mtak.hu/index.php/hu/adatbazisok.html>

Előfizetett termék/ Subscribed Product	Előfizetési időszak/ Subscription period	Elérés / Access	Előfizetési díj/ Licence Fee
Cambridge University Press (CUP) Journals	1 January to 31 December 2024	https://www.cambridge.org/core	146 063 GBP

2. számú melléklet / Appendix 2.

SZOLGÁLTATÓ LICENC SZERZŐDÉSE / SUPPLIER'S LICENCE AGREEMENT

SECTION I

CONTRACT FORM

1 The Parties

LICENSOR DETAILS	
Full legal entity name	The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment ("Licensor")
Postal address	Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom
Telephone	+44 (0) 1223 358 331

LICENSEE DETAILS	
Full legal entity name	Library and Information Centre of the Hungarian Academy of Sciences ("Licensee")
Postal address	Arany János utca 1, Budapest, 1051, Hungary
Telephone	

2 Subscription Package(S)

2.1 The Licensor agrees to supply the licensee with the subscription package(s) set out below, in accordance with the terms set out in this Agreement:

SUBSCRIPTION DETAILS			
Package Name	Subscription Period Start Date	Subscription Period End Date	Subscription Period Fee
Cambridge Journals Online: 2024 Full Package	January 1, 2024	December 31, 2024	TBC

3 Other Terms

Please Note - Cambridge University Press will invoice SKS Knowledge Services GmbH, Marschnerstr. 8 , 81245 Munich, Germany (agent) for the above amount and the agent will invoice Library and Information Centre of the Hungarian Academy of Sciences directly.

Only one transaction with Cambridge University Press will occur.

4 AGREEMENT TO TERMS

4.1 This Agreement incorporates all the details above, plus the following attached Section(s):

Section I: CONTRACT FORM

Section II: Hiba! A hivatkozási forrás nem található.

Section III: Hiba! A hivatkozási forrás nem található.


Section IV: PRODUCT LIST

Section V: CONSORTIUM MEMBERS AND IP ADDRESS RANGES

(together, the "Agreement")

4.2 Licensee and Licensor hereby accept and agree to the terms of this Agreement:

LICENSOR SIGNATURE		
Full legal name of signatory	<i>for and on behalf of The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment</i>	
Email		
Date		
By signing, I confirm that I (i) am authorised to enter into this Agreement and (ii) agree to all the terms herein on behalf of the Licensor.		

LICENSEE SIGNATURE		
Full legal name of signatory	<i>for and on behalf of Library and Information Centre of the Hungarian Academy of Sciences</i>	
Email		
Date		
By signing, I confirm that I (i) have read and am authorised to enter into this Agreement and (ii) agree to all the terms herein on behalf of the Licensee.		

SECTION II STANDARD TERMS AND CONDITIONS FOR CONSORTIA

1 DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

- 1.1.1 **Authorised User:** (i) any current student or member of staff of Consortium Member who is authorised by a Consortium Member to access the Secure Network; and/or (ii) any individual granted temporary permission by a Consortium Member to access the Secure Network whilst on its premises.
- 1.1.2 **Commercial Use:** for the purposes of direct or indirect financial gain (whether by or for Licensee, a Consortium Member, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Products. For the avoidance of doubt, Commercial Use shall not include use by Licensee, Consortium Member or by an Authorised User of the Products in the course of research funded by a commercial organisation or recovery of administrative charges by Licensee or Consortium Member from Authorised Users.
- 1.1.3 **Consortium Member:** an educational institution listed in Section V (as may be amended from time to time) which is a member of the Licensee and has agreed to only access and use the Products in accordance with the terms of this Agreement.
- 1.1.4 **Fees:** as applicable, the Subscription Fees, and the Purchase Fees.
- 1.1.5 **Licensee:** the consortium or organisation detailed in Section I.
- 1.1.6 **Licensor:** The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment of Shaftesbury Road, Cambridge CB2 8EA, UK.
- 1.1.7 **Online Access:** access to the Products on the Server.
- 1.1.8 **Products:** as applicable, Purchased Products and Subscription Products.
- 1.1.9 **Purchase Fees:** the fees set out in Section I for the supply of Purchased Products.
- 1.1.10 **Purchased Products:** products which Licensee has purchased on a 'perpetual access' basis (i.e. the Licensee pays a one-time licence fee for the right to permanent access to the applicable products, although other charges may also apply).
- 1.1.11 **Secure Authentication:** Athens or Shibboleth (SAML) technology-based authentication, IP ranges, username and password, or such other authentication process agreed between Consortium Member and Licensor from time to time, and which is consistent with current best practice.
- 1.1.12 **Secure Network:** a network (whether a standalone network or a virtual network within the internet) which is only accessible to Authorised Users whose identities are authenticated by Consortium Member at the time of login (and periodically thereafter in line with best practice) by Secure Authentication.
- 1.1.13 **Server:** either Licensor's server or a third-party server designated by Licensor on which Products are mounted and via which they may be accessed.
- 1.1.14 **Subscription Fees:** the fees set out in Section I for the supply of Subscription Products during the Subscription Period.
- 1.1.15 **Subscription Period:** the period set out in Section I and during which the relevant Consortium Member and the Authorised Users may access the Subscription Products.
- 1.1.16 **Subscription Products:** products to which Licensee has subscribed for an agreed period.
- 1.1.17 **TDM:** Text and data mining.
- 1.1.18 **Terms of Use:** the permitted uses and restrictions of use of the Products as set out in clauses **Hiba! A hivatkozási forrás nem található.** and **Hiba! A hivatkozási forrás nem található.** of this Section.

2 LICENCE

- 2.1 Subject to payment of the Purchase Fees, Licensor grants Licensee a non-exclusive and non-transferable right to give each Consortium Member access to and use of the Purchased Products in accordance with the terms of this Agreement. Where Licensor is no longer able to provide Online Access on a permanent basis, it shall provide a copy of the Purchased Products in pdf format (or such other electronic format as Licensor in its sole discretion determines) and Licensee procures that each Consortium Member agrees and acknowledges that the use of any such electronic copy shall always be subject to the terms of this Agreement.
- 2.2 Subject to the payment of the Subscription Fees, Licensor grants Licensee a non-exclusive and non-transferable right to give each Consortium Member access and use of the Subscription Products in accordance with the terms of this Agreement.
- 2.3 Subject to clause **Hiba! A hivatkozási forrás nem található.** of this Section, any journal volume to which Licensee has paid for its Consortium Members to have Online Access for the Subscription Period shall continue to be accessible via Online Access after that Subscription Period has expired, provided that this Agreement is not terminated by the Licensor under clause **Hiba! A hivatkozási forrás nem található.** of this Section. This continuing access shall not apply to any content provided free of charge as an additional benefit to online subscribers. The terms of this Agreement shall continue to apply to any journal volume to which access is granted after its Subscription Period has expired.
- 2.4 Where Licensor is no longer able to provide Online Access to the Subscription Products on a permanent basis, it shall provide a copy of the applicable Subscription Products in pdf format (or such other electronic format as Licensor in its sole discretion determines). Licensee accepts and acknowledges that, whilst Licensor cannot guarantee continued access, in the event a journal volume is transferred to another publisher, Licensor shall use commercially reasonable endeavours to negotiate such continued access rights with the new publisher.

3 PERMITTED USES

- 3.1 Subject to the restrictions in clause **Hiba! A hivatkozási forrás nem található.** of this Section, and solely for the purposes of research, teaching at Consortium Members' premises and private study Licensee may allow Consortium Members and Authorised Users to:
 - 3.1.1 access, view, download, store and print the Products; and
 - 3.1.2 incorporate links to the Products in electronic course packs or management systems.
- 3.2 Nothing in this Agreement shall in any way exclude, modify or affect any of Licensee's statutory rights under applicable copyright law.

- 3.3 Authorised Users may download, extract, store and index the Products for the purposes of TDM and may mount, load, integrate and analyse the results of TDM on their personal devices or Secure Network. Any copies of the Products accessed or reproduced by an Authorised User for the purposes of TDM must be deleted once the analysis of the results of the TDM is complete.
- 3.4 Authorised Users may use the results of their TDM in their research and make the results of their TDM publicly available, provided that no Product or part of a Product is reproduced within such research, other than as expressly permitted by applicable law.
- 3.5 For any questions relating to TDM please contact openresearch@cambridge.org.

4 RESTRICTIONS

- 4.1 Except in the course of exercising rights specifically granted in this Agreement or permitted under any applicable Creative Commons license, the Licensee shall not, and shall procure as a principle obligation that neither a Consortium Member nor any Authorised User shall not:
- 4.1.1 remove or alter Licensor's copyright notice or other means of identification or disclaimers as they appear on a Product;
 - 4.1.2 systematically make printed or electronic copies of any of the Products;
 - 4.1.3 permit access to the Products to anyone who is not an Authorised User;
 - 4.1.4 display or distribute any part of a Product on any electronic network, (including without limitation the internet and the world wide web) other than the Secure Network;
 - 4.1.5 use all or any part of a Product for Commercial Use;
 - 4.1.6 modify, adapt or alter a Product or make available a Product in any other form or medium or create derivative works from a Product without the prior written permission of Licensor;
 - 4.1.7 create a database in electronic or structured manual form by downloading and storing any content from the Products;
 - 4.1.8 attempt to interfere with the proper workings of any online provision of the Products including attempting to circumvent security, tamper with, hack into or otherwise disrupt or compromise the functionality or availability of the Server or other internet-connected device used as part of Licensor's IT system which enables access to the Products;
 - 4.1.9 either individually or collectively download Product content at rate which exceeds 500 pdfs per hour;
 - 4.1.10 use any automated retrieval devices (such as web robots, wanderers, crawlers, spiders or similar devices) save that this is not intended to prevent a Consortium Member from using a federated search engine or discoverability service as part of its library information services; nor
 - 4.1.11 otherwise download, store, reproduce, transmit, display, print, copy, distribute, extract, exploit or use the Products.
- 4.2 The Licensee and Consortium Members are not permitted to supply the whole or part of any Product to another institution or library without the Licensor's prior written consent, except to the extent expressly permitted by applicable law.
- 4.3 Licensor reserves the right to withdraw access to the Products in the event of a download rate in excess of the limit in clause **Hiba! A hivatkozási forrás nem található.** of this Section. The withdrawal of access in such circumstances is generated by an automatic abuse detection process. Upon activation of the process, e-mails including details of the actual download rate detected will be sent to Licensor's administrator, following which Licensor may contact Licensee's administrator to request an investigation. Licensor shall only restore access once the issue has been resolved to its satisfaction.

5 LICENSEE'S RESPONSIBILITIES

- 5.1 Licensee shall provide, or shall ensure that each Consortium Member provides, Licensor on request with all identifying information, including IP address ranges, relating to each Consortium Member and its Secure Network necessary to enable Licensor to set up and activate Online Access. Online Access is conditional upon this information being supplied to Licensor, and Licensee or Consortium Members promptly notifying Licensor of any changes to this information.
- 5.2 Licensee warrants and represents that the range of IP addresses provided further to clause **Hiba! A hivatkozási forrás nem található.** of this Section are only assigned to devices within each Consortium Member's Secure Network.
- 5.3 Licensee shall:
- 5.3.1 ensure Online Access is only granted to Authorised Users via the Secure Network and that access granted to such users ceases on them ceasing to be an Authorised User;
 - 5.3.2 take all reasonable measures to monitor the use of the Products and shall make Authorised Users aware of the Terms of Use;
 - 5.3.3 ensure that all Authorised Users treat all logins, passwords or other Authorised User identification required for Online Access as confidential and do not disclose them to any other person;
 - 5.3.4 ensure that all Authorised Users only use the Products in compliance with the terms of this Agreement; and
 - 5.3.5 and shall ensure that each Consortium Member shall, promptly notify Licensor on becoming aware of any unauthorised possession or use or other breach of this Agreement and take appropriate action (including disciplinary action) to ensure that such activity ceases and to prevent any recurrence.
- 5.4 Licensee and each Consortium Member is responsible for obtaining at its own cost all internet connections, equipment and software necessary to access the Products via the Secure Network. Furthermore, whilst Licensor will use commercially reasonable endeavours to guard against viruses, it does not guarantee or warrant that any Products or Online Access will be free from infections, viruses and/or other code that has contaminating or destructive properties and Licensee and each Consortium Member is responsible for implementing sufficient procedures and virus checks to satisfy its requirements for the security of data input and output.

6 LICENSOR'S RESPONSIBILITIES

- 6.1 Following activation of Licensee's account Licensor shall, subject to payment of the Fees, use commercially reasonable endeavours to:
- 6.1.1 provide each Consortium Member with Online Access; and

- 6.1.2 ensure that the Server has sufficient capacity and rate of connectivity to provide Licensee and each Consortium Member with a level of service which is commensurate with the current standards in the online information industry sector.
- 6.2 Licensor may temporarily suspend Licensee's Online Access for the purposes of maintenance or upgrades but shall use its commercially reasonable endeavours to notify Licensee and each Consortium Member of such activities and to minimise the period of suspension or interruption.
- 6.3 In relation to any Product made available via Online Access, Licensor reserves the right at any time on notice to Licensee to:
- 6.3.1 make changes or corrections and to alter, update or upgrade any aspect of the Product;
- 6.3.2 vary the technical specification of the Product or of any software included therein; and
- 6.3.3 withdraw the Product (or any part of a Product) where it has decided to cease publication of that Product.
- 6.4 Where Licensor withdraws a Product or a part of a Product in accordance with clause **Hiba! A hivatkozási forrás nem található.** of this Section, if Licensee purchased the withdrawn Product on a perpetual access basis, a copy of the withdrawn Product shall be provided to Licensee in pdf format (or such other electronic format as Licensor in its sole discretion determines), otherwise Licensor may in its sole discretion either offer broadly equivalent replacement materials or a credit in respect of the unexpired portion of the Subscription Fees in relation to the withdrawn Product (or part of a Product). The provision of a pdf copy, replacement or credit (as applicable) shall discharge Licensor's liabilities to Licensee in respect of the withdrawn Product (or part of a Product).
- 6.5 For such period that a Consortium Member is entitled to Online Access, Licensor agrees to provide Consortium Member with access to usage data and, where available, usage reports detailing the level of use of any Subscription Products by Consortium Member's Authorised Users per month. Any reports made available shall be COUNTER compliant (or compliant with an equivalent industry standard), and such reports and data will not identify individual Authorised User usage, but will be provided in respect of the IP address ranges provided further to clause **Hiba! A hivatkozási forrás nem található.** of this Section. Licensor will not be able to provide accurate usage data and/or reports if Consortium Member stores any of the Subscription Products on any cache or proxy server, which is discouraged in any event due to the dynamic nature of the Subscription Products.
- 7 INTELLECTUAL PROPERTY RIGHTS**
- 7.1 Products, usage data and usage reports are protected by international copyright laws, database rights and other intellectual property rights. Licensor, its affiliates and licensors are the owners of these rights, and this Agreement does not transfer any right, title or interest in the Products to Licensee or Consortium Members.
- 7.2 Licensor warrants that use of the Products in accordance with these terms does not infringe the intellectual property rights of any third party.
- 8 LIMITATION OF LIABILITY**
- 8.1 Whilst Licensor shall use commercially reasonable endeavours to provide Online Access, it cannot guarantee that Online Access will operate continually or without interruption, and neither does Licensor guarantee the accuracy of any information and/or content contained in the Products, which are provided on a strictly 'as is' basis. Licensor has no liability for any loss or damage whatsoever sustained by Licensee, a Consortium Member or any Authorised User as a result of the availability or use of or reliance on the content in the Products.
- 8.2 Save as expressly provided otherwise in this Agreement, Licensor, to the fullest extent permitted by law, excludes all express or implied terms, conditions, warranties and/or representations with regard to the Products including, without limitation, any warranties relating to quality or fitness for purpose.
- 8.3 Licensor shall not be liable for any indirect or consequential loss or damage or for any loss of or corruption of data, loss of programs, profit, anticipated savings, revenue or goodwill (whether direct or indirect) arising out of or in connection with the access, availability, use of or reliance on the Products.
- 8.4 Licensee agrees that the entire liability of Licensor to Licensee and any Authorised User for any claim (whether in contract, tort, misrepresentation, breach of statutory duty or otherwise) arising out of or in connection with the access, availability, use of, or reliance on a Product shall be limited to the Fees paid for that Product in the year in which the liability arose in relation to that Product.
- 8.5 Nothing in this Agreement shall limit or exclude Licensor's liability for death or personal injury resulting from Licensor's negligence or its fraudulent misrepresentation or any other liability which cannot be limited or excluded under applicable law.
- 9 FEES**
- 9.1 The Fees are net of all applicable taxes, including without limitation VAT or other applicable sales taxes, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply, and such amounts shall be payable by Licensee in addition to the Fees on receipt of a valid tax invoice.
- 9.2 Licensee shall pay the Fees in full without deduction or withholding in respect of any tax unless required by law. If any such deduction or withholding is required, Licensee shall, when making the payment to which the withholding or deduction relates, pay to Licensor such additional amount as will ensure that Licensor receives the same total amount that it would have received if no such withholding or deduction had been required.
- 9.3 Licensee shall pay the Fees within 30 days of the date of invoice unless different payment provisions are set out in the invoice. Without prejudice to any other right or remedy that Licensor may have, where Licensee fails to pay the Fees and any VAT or other applicable sales tax on the due date, Licensor shall be entitled to:
- 9.3.1 charge interest at a rate of 4% per annum above the base lending rate of Barclays Bank plc, accruing on a daily basis until the date of actual payment; and
- 9.3.2 delay the activation of or suspend access to the Products previously granted until full payment is made of any Fees, and Licensee agrees that the Subscription Period shall not be extended by any period of delay or suspension resulting from late payment.

10 TERM AND TERMINATION

- 10.1 The Subscription Period may be renewed by mutual consent for additional periods upon payment of the agreed Subscription Fees.
- 10.2 Either party may terminate this Agreement (and Licensor may terminate this Agreement in part) immediately by serving written notice on the other in the event that the other party commits a material breach of this Agreement, and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request to do so. Licensee, Consortium Member or an Authorised User's breach of clauses **Hiba! A hivatkozási forrás nem található.** or **Hiba! A hivatkozási forrás nem található.** of this Section shall be deemed a material breach.
- 10.3 Upon termination of this Agreement by the Licensor under clause **Hiba! A hivatkozási forrás nem található.** of this Section:
- 10.3.1 Licensee's, Consortium Member's and Authorised Users' rights to access and use the Products shall immediately terminate and Online Access shall cease;
- 10.3.2 Licensee shall immediately cease using any passwords or other Authorised User identification to access the Products;
- 10.3.3 Licensee shall ensure that all Consortium Members and Authorised Users shall do likewise; and
- 10.3.4 Licensor shall not be required to refund any Fees. Any copies of Product information and/or content shall be deleted from Licensee's and each Consortium Member's records and storage media.
- 10.4 On termination of this Agreement by the Licensee under clause **Hiba! A hivatkozási forrás nem található.** of this Section, Online Access to the Products shall continue for the applicable Subscription Period or on a perpetual access basis, as appropriate, unless Licensor is unable to provide such access, in which case the relevant provisions in clause **Hiba! A hivatkozási forrás nem található.** of this Section shall apply.

11 DATA PROTECTION

- 11.1 Licensor shall be entitled to:
- 11.1.1 hold and process the Consortium Members personal data as defined in applicable privacy and data protection legislation;
- 11.1.2 make such information available to: (i) business partners, sub-contractors and/or suppliers who provide products or services to Licensor; (ii) our branches; either of whom may be outside of the European Economic Area;
- 11.1.3 for legal and administrative purposes and in order to fulfil its obligations under this Agreement. This clause shall survive termination of this Agreement.

12 ANTI-BRIBERY AND CORRUPTION

- 12.1 Licensee understands that Licensor acts in accordance with the UK Bribery Act 2010, Criminal Finances Act 2017 and other applicable anti-bribery and tax evasion laws in the jurisdictions in which it operates. The Licensee (and its related officers and employees) warrants that it (and Licensee confirms on behalf of each Consortium Member that they each) shall not engage in any activity, practice or conduct in relation to its performance under this Agreement which would constitute an offence under any applicable law or regulation relating to anti-bribery, corruption or tax evasion. The Licensee agrees to promptly notify Licensor of any suspected or known breach of this clause.

13 CONFIDENTIALITY

- 13.1 In the course of negotiating the terms of this Agreement, Licensor shall from time to time disclose to Licensee information that is proprietary or confidential to Licensor. Licensee agrees not to disclose information it receives in pre-contractual negotiations in a way that could be prejudicial to Licensor, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. This clause shall survive the termination of this Agreement.

14 GENERAL

- 14.1 Licensee may not assign, transfer or sub-license its rights or obligations under this Agreement.
- 14.2 In no circumstances shall Licensor be liable to Licensee, Consortium Member or any Authorised User for any delay or failure to perform its obligations due to an event beyond its reasonable control, including but not limited to loss or failure of third party controlled IT equipment and internet connections.
- 14.3 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to its subject-matter. Each party acknowledges and agrees that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement.
- 14.4 This Agreement may not be amended, varied or supplemented except in writing signed by duly authorised representatives of both parties.
- 14.5 If any provision of this Agreement (or any part of any provision) is found by a court to be unenforceable that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 14.6 No provision of this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 14.7 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by e-mail, if to Cambridge at generalcounsel@cambridge.org, and if to the Licensee, at the e-mail address in Section I. Any notice shall be deemed to have been duly received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next business day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; if sent by e-mail, at 9.00 am on the next business day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 14.8 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 14.9 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
- 14.10 This Agreement is drafted in the English language. If this Agreement is translated into any other language in the event of conflict the English language version shall prevail.
- 14.11 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is subject to English Law. The parties submit to the non-exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SECTION III TRANSFORMATIVE AGREEMENT TERMS

1 Definitions

1.1 This Section uses the following defined terms:

- 1.1.1 **Article:** a research, case report, brief report, review or rapid communications format article (as defined by Licensor).
- 1.1.2 **Article Processing Charges (APCs):** the fee a publisher will sometimes charge for making articles Open Access.
- 1.1.3 **Cambridge Core:** Licensor's online platform for books and journals.
- 1.1.4 **Cambridge OA Journals:** journals which offer an OA publishing option.
- 1.1.5 **Corresponding Author:** a student or member of staff affiliated with the Licensee who handles the manuscript and correspondence during an Article's publication process – from manuscript correction and proof reading, to the revisions and re-submission of revised manuscripts up to acceptance. They (a) have the authority to act on behalf of all co-authors in all matters pertaining to publication of the manuscript including supplementary material (b) are responsible for informing the co-authors of the manuscript's status throughout the submission, review, and publication process and (c) act as the point of contact for any enquiries after an Article is published.
- 1.1.6 **Creative Commons Licence:** a type of licence allowing an author to communicate which rights they reserve and which they agree to waive in order to enable end-users to benefit from a gratis right to reproduce and distribute (and make derivative works from) the original Article. Licensor offers CC-BY, CC-BY-NC-SA, and CC-BY-NC-ND, each described in more detail on the Creative Commons website.
- 1.1.7 **Open Access/OA:** a publishing model that allows content to be published digitally and made accessible without charge to the end-user (subject to the terms of an applicable Creative Commons Licence).
- 1.1.8 **OA Publishing Services:** the opportunity to publish Articles in Cambridge OA Journals without paying an APC.
- 1.1.9 **Payment Processing Software:** RightsLink or other payment processing software
- 1.1.10 **Year:** calendar year.

1.2 Any other defined terms in this Agreement shall have the meaning given in the relevant Section.

2 OA Publishing Process

2.1 Corresponding Authors have the opportunity to publish OA Articles in Cambridge OA Journals without incurring any Article Processing Charges.

2.2 In order to publish in a Cambridge OA Journal, the Corresponding Author must:

- 2.2.1 have an Article accepted for publication;
- 2.2.2 provide details of their affiliation with Licensee, when submitting their Article for publication; and
- 2.2.3 sign a licence to publish form or equivalent documentation, as required by the Cambridge OA Journal publishing the Article, selecting a Creative Commons Licence in the process.

2.3 The OA publishing opportunities the Agreement offers are only available for Articles which have an acceptance date during the Term of this Agreement.

2.4 Articles published non-OA in Cambridge OA Journals during the Term of this Agreement will be eligible for retroactive conversion to OA provided:

- 2.4.1 the Article was published during the Term of this Agreement; and
- 2.4.2 the request to convert to OA is made no more than three months after the Year in which the Article was published (for example, an article published in December non-OA will need to be made retroactively OA by 31 March of the following year. Only the Corresponding Author can request their Article be made OA and this must be done through Payment Processing Software, or correspondence directly with the Licensor).

2.5 If a Cambridge OA Journal is transferred to another publisher during the term of this Agreement:

- 2.5.1 Articles which were accepted for publication will still be published in the Cambridge OA Journal, provided there is space to do so in a journal volume published before the transfer;
- 2.5.2 All retroactive OA requests must be complete prior to the date of content file transfer to the new OA journal publisher.

2.6 Retroactive publishing will remain available until Licensor considers that this service is no longer necessary.

3 Licensor's Responsibilities

3.1 Licensor shall:

- 3.1.1 verify the identity of Corresponding Authors after the acceptance of Article manuscripts, via affiliation, email domain, or ORCID.
- 3.1.2 provide Consortium Members with a list of the Cambridge OA Journals;
- 3.1.3 provide reports to each Consortium Member detailing their respective publishing outputs, including the following information: name of Corresponding Author, institutional identifier, article title, DOI, journal title, OA licence applied, Creative Commons Licence (if applicable), date first published online; and
- 3.1.4 host information relating to the OA publishing opportunities it offers on Cambridge Core.
- 3.1.5 facilitate retroactive OA publishing, as described in clauses **Hiba! A hivatkozási forrás nem található.** and **Hiba! A hivatkozási forrás nem található.** of this Section.

4 Consortium Member Responsibilities

4.1 Consortium Members shall inform their researchers and authors about the Licensor's OA publishing process.

5 Exceptions and Exclusions

5.1 Some of Licensor's journals currently do not permit OA publishing. As such, OA publishing will initially not be available in those journals. These journals will become eligible for OA publishing on an annual basis, if and when OA options are introduced by the journal's proprietors.

5.2 Although Licensor endeavours to include all Cambridge OA Journals in this agreement, it reserves the right to exclude a journal.

6 Fees

6.1 The Subscription Fee is split into two parts to correctly describe the products and services being delivered:

6.1.1 A 'Read' fee, for the supply of the Subscription Products; and

6.1.2 A 'Publish' fee, for the provision of the OA Publishing Services

6.2 The split of the Subscription Fee is as follows:

Year	Subscription Fee Split (Read / Publish)
2024	Read: 97,6% Publish: 2,4%

SECTION II PRODUCT LIST

This Section lists all the Products covered by this Agreement:

2024 Full Premium Collection – 426 titles				
Title	Code	Open Access	Online ISSN	Earliest content available in packages
Acta Neuropsychiatrica	NEU	Hybrid OA	1601-5215	Vol 21 (2009) to current
Acta Numerica	ANU	Hybrid OA	1474-0508	Vol 9 (2000) to current
Advances in Applied Probability	APR	Hybrid OA	1475-6064	Vol 44 (2012) to current
Advances in Archaeological Practice	AAP	Hybrid OA	2326-3768	Vol 1 (2013) to current
Aeronautical Journal	AER	Hybrid OA	2059-6464	Vol 108 (2004) to current
Africa	AFR	Hybrid OA	1750-0184	Vol 70 (2000) to current
Africa Bibliography	AFB	No OA	1757-1642	Vol 2010 (2011) to current
Africa Bibliography, Research and Documentation	ABD	Hybrid OA	2752-6402	Vol 1 (2022) to current + AXD all content.
African Studies Review	ASR	Hybrid OA	1555-2462	Vol 48 (2005) to current
Ageing & Society	ASO	Hybrid OA	1469-1779	Vol 17 (1997) to current
Agricultural and Resource Economics Review	AGE	Gold OA	2372-2614	Vol 45 (2016) to current
AI EDAM	AIE	Hybrid OA	1469-1760	Vol 12 (1998) to current
AJIL Unbound	AJU	Gold OA (No APC)	2398-7723	Vol 107 (2013) to current
American Antiquity	AAQ	Hybrid OA	2325-5064	Vol 76 (2011) to current
American Journal of International Law	AJI	Hybrid OA	2161-7953	Vol 106 (2012) to current
American Journal of Law & Medicine	AMJ	Hybrid OA	2375-835X	Vol 46 (2020) to current
American Political Science Review	PSR	Hybrid OA	1537-5943	Vol 95 (2010) to current
Americas	TAM	Hybrid OA	1533-6247	Vol 66 (2010) to current
Anatolian Studies	ANK	Hybrid OA	2048-0849	Vol 59 (2009) to current
Ancient Mesoamerica	ATM	Hybrid OA	1469-1787	Vol 10 (1999) to current
Anglo-Saxon England	ASE	Gold OA	1474-0532	Vol 30 (2001) to current
Animal Health Research Reviews	AHR	Gold OA	1475-2654	Vol 1 (2000) to current
Animal Welfare	AWF	Gold OA	2054-1538	
Annales. Histoire, Sciences Sociales	AHS	No OA	1953-8146	Vol 66 (2011) to current
Annales. Histoire, Sciences Sociales: English Edition	ANE	No OA	2268-3763	Vol 67 (2012) to current
Annals of Actuarial Science	AAS	Hybrid OA	1748-5002	Vol 1 (2006) to current
Annals of Glaciology	AOG	Gold OA	1727-5644	Vol 57 (2016) to current
Annual of the British School at Athens	ATH	Hybrid OA	2045-2403	Vol 103 (2008) to current
Annual Review of Applied Linguistics	APL	Hybrid OA	1471-6356	Vol 19 (1999) to current
Antarctic Science	ANS	Hybrid OA	1365-2079	Vol 1 (1989) to current
Antichthon	ANN	Hybrid OA	2056-8819	Vol 47 (2013) to current
Antimicrobial Stewardship & Healthcare Epidemiology	ASH	Gold OA	2732-494X	Vol 1 (2021) to current
Antiquaries Journal	ANT	Hybrid OA	1758-5309	Vol 86 (2006) to current
Antiquity	AQY	Hybrid OA	1745-1744	Vol 89 (2015) to current
ANZIAM Journal	ANZ	Hybrid OA	1446-8735	Vol 51 (2010) to current
Applied Psycholinguistics	APS	Hybrid OA	1469-1817	Vol 20 (1999) to current
Arabic Sciences and Philosophy	ASP	Hybrid OA	1474-0524	Vol 10 (2000) to current
Archaeological Dialogues	ARD	Gold OA	1478-2294	Vol 10 (2003) to current
Archaeological Reports	ARE	Hybrid OA	2041-4102	Vol 53 (2007) to current
Architectural History	ARH	Hybrid OA	2059-5670	Vol 56 (2013) to current
arq: Architectural Research Quarterly	ARQ	Hybrid OA	1474-0516	Vol 5 (2001) to current
Art Libraries Journal	ALJ	Hybrid OA	2059-7525	Vol 40 (2015) to current
Asian Journal of Comparative Law	ACL	Hybrid OA	1932-0205	Vol 8 (2013) to current
Asian Journal of International Law	AJL	Hybrid OA	2044-2521	Vol 1 (2011) to current
Asian Journal of Law and Society	ALS	Hybrid OA	2052-9023	Vol 1 (2014) to current
ASTIN Bulletin: The Journal of the IAA	ASB	Hybrid OA	1783-1350	Vol 39 (2009) to current
Australasian Journal of Special and Inclusive Education	JSI	Gold OA	2515-074X	Vol 32 (2008) - 41 (2017) JSE; Vol 42 (2018) of JSI
Australian Journal of Environmental Education	AEE	Gold OA	2049-775X	Vol 24 (2008) to current
Austrian History Yearbook	AHY	Hybrid OA	1558-5255	Vol 36 (2005) to current
Behavioral and Brain Sciences	BBS	No OA	1469-1825	Vol 20 (1997) to current

Behavioural and Cognitive Psychotherapy	BCP	Hybrid OA	1469-1833	Vol 26 (1998) to current
Behavioural Public Policy	BPP	Gold OA	2398-0648	Vol 1 (2017) to current
Bilingualism: Language and Cognition	BIL	Hybrid OA	1469-1841	Vol 1 (1998) to current
Biological Imaging	BLG	Gold OA	2633-903X	Vol 1 (2021) to current
Bird Conservation International	BCI	Hybrid OA	1474-0001	Vol 10 (2000) to current
BJHS Themes	BJT	Gold OA	2056-354X	Vol 1 (2016) to current
BJPsych Advances	BJA	Hybrid OA	2056-4686	Vol 1 (1994) to current
BJPsych Bulletin	BJB	Gold OA (No APC)	2056-4708	Vol 1 (1977) to current
BJPsych International	BJI	Gold OA (No APC)	2058-6264	Vol 1 (2003) to current
BJPsych Open	BJO	Gold OA	2056-4724	Vol 1 (2015) to current
Britannia	BRI	Hybrid OA	1753-5352	Vol 36 (2005) to current
British Actuarial Journal	BAJ	Gold OA (No APC)	2044-0456	Vol 22 (2017) to current
British Catholic History	BCH	Hybrid OA	2055-7981	Vol 30 (2010) to current
British Journal for the History of Science	BJH	Hybrid OA	1474-001X	Vol 34 (2001) to current
British Journal of Music Education	BME	Hybrid OA	1469-2104	Vol 16 (1999) to current
British Journal of Nutrition	BJN	Hybrid OA	1475-2662	Vol 97 (2007) to current
British Journal of Political Science	JPS	Hybrid OA	1469-2112	Vol 27 (1997) to current
British Journal of Psychiatry	BJP	Hybrid OA	1472-1465	Vol 1 (1853) to current - Includes BJX, BJY, BJZ
Bulletin of Entomological Research	BER	Hybrid OA	1475-2670	Vol 89 (1999) to current
Bulletin of Symbolic Logic	BSL	Hybrid OA	1943-5894	Vol 20 (2014) to current
Bulletin of the Australian Mathematical Society	BAZ	Hybrid OA	1755-1633	Vol 81 (2010) to current
Bulletin of the School of Oriental and African Studies	BSO	Hybrid OA	1474-0699	Vol 64 (2001) to current
Business and Human Rights Journal	BHJ	Research Open	2057-0201	Vol 1 (2016) to current
Business and Politics	BAP	Hybrid OA	1469-3569	Vol 18 (2016) to current
Business Ethics Quarterly	BEQ	Hybrid OA	2153-3326	Vol 21 (2011) to current
Business History Review	BHR	Hybrid OA	2044-768X	Vol 83 (2009) to current
Byzantine and Modern Greek Studies	BYZ	Hybrid OA	1749-625X	Vol 37 (2013) to current
Cambridge Archaeological Journal	CAJ	Hybrid OA	1474-0540	Vol 10 (2000) to current
Cambridge Classical Journal	CCJ	Hybrid OA	2047-993X	Vol 55 (2009) to current
Cambridge Journal of Postcolonial Literary Inquiry	PLI	Research Open	2052-2622	Vol 1 (2014) to current
Cambridge Law Journal	CLJ	Hybrid OA	1469-2139	Vol 57 (1998) to current
Cambridge Opera Journal	OPR	Hybrid OA	1474-0621	Vol 12 (2000) to current
Cambridge Prisms: Coastal Futures	CFT	Gold OA	2754-7205	
Cambridge Prisms: Drylands	DRY	Gold OA	2976-5293	
Cambridge Prisms: Extinction	EXT	Gold OA	2755-0958	
Cambridge Prisms: Global Mental Health	GMH	Gold OA	2054-4251	
Cambridge Prisms: Plastics	PLC	Gold OA	2755-094X	
Cambridge Prisms: Precision Medicine	PCM	Gold OA	2752-6143	
Cambridge Prisms: Water	WAT	Gold OA	2755-1776	
Cambridge Quarterly of Healthcare Ethics	CQH	Hybrid OA	1469-2147	Vol 7 (1998) to current
Cambridge Yearbook of European Legal Studies	CEL	Hybrid OA	2049-7636	Vol 16 (2014) to current
Canadian Entomologist	TCE	Hybrid OA	1918-3240	Vol 135 (2003) to current
Canadian Journal of Law & Jurisprudence	CJL	Hybrid OA	2056-4260	Vol 26 (2013) to current
Canadian Journal of Law & Society / La Revue Canadienne Droit et Société	CLS	Gold OA	1911-0227	Vol 26 (2011) to current
Canadian Journal of Linguistics/Revue canadienne de linguistique	CNJ	Hybrid OA	1710-1115	Vol 59 (2014) to current
Canadian Journal of Mathematics	CJM	Hybrid OA	1496-4279	Vol 66 (2014) to current
Canadian Journal of Neurological Sciences	CJN	Hybrid OA	2057-0155	Vol 38 (2011) to current
Canadian Journal of Philosophy	CAN	Hybrid OA	1911-0820	Vol 45 (2015) to current
Canadian Journal of Political Science/Revue canadienne de science politique	CJP	Hybrid OA	1744-9324	Vol 33 (2000) to current
Canadian Journal on Aging / La Revue canadienne du vieillissement	CJG	Hybrid OA	1710-1107	Vol 24 (2005) to current
Canadian Mathematical Bulletin	BCM	Hybrid OA	1496-4287	Vol 57 (2014) to current
Canadian Yearbook of International Law / Annuaire canadien de droit international	CYL	Hybrid OA	1925-0169	Vol 52 (2015) to current
Cardiology in the Young	CTY	Hybrid OA	1467-1107	Vol 11 (2001) to current
Central European History	CCC	Hybrid OA	1569-1616	Vol 33 (2000) to current
China Quarterly	CQY	Hybrid OA	1468-2648	Vol 165 (2001) to current
Church History	CHH	Hybrid OA	1755-2613	Vol 73 (2004) to current

Classical Quarterly	CAQ	Hybrid OA	1471-6844	Vol 51 (2001) to current
Classical Review	CAR	Hybrid OA	1464-3561	Vol 48 (1998) to current
Clay Minerals	CLM	Hybrid OA	1471-8030	Vol 50 (2015) to current
Clays and Clay Minerals	CMN	Hybrid OA	1552-8367	Volume 72 (2024) to current
CNS Spectrums	CNS	Hybrid OA	2165-6509	Vol 15 (2010) to current
Cognitive Behaviour Therapist	CBT	Hybrid OA	1754-470X	Vol 1 (2008) to current
Combinatorics, Probability and Computing	CPC	Hybrid OA	1469-2163	Vol 6 (1997) to current
Comparative Studies in Society and History	CSS	Hybrid OA	1475-2999	Vol 39 (1997) to current
Compositio Mathematica	COM	Hybrid OA	1570-5846	Vol 105 (1997) to current
Contemporary European History	CEH	Hybrid OA	1469-2171	Vol 8 (1999) to current
Continuity and Change	CON	Hybrid OA	1469-218X	Vol 12 (1997) to current
Critical Pakistan Studies	CPS	Gold OA	2753-2712	
Dance Research Journal	DRJ	Hybrid OA	1940-509X	Vol 39 (2007) to current
Data & Policy	DAP	Gold OA	2632-3249	
Data-Centric Engineering	DCE	Gold OA	2632-6736	
Design Science	DSJ	Gold OA	2053-4701	Vol 1 (2015) to current
Development and Psychopathology	DPP	Hybrid OA	1469-2198	Vol 9 (1997) to current
Dialogue: Canadian Philosophical Review / Revue canadienne de philosophie	DIA	Hybrid OA	1759-0949	Vol 44 (2005) to current
Diogenes	DOG	Gold OA	1467-7695	Vol 65 (2024) -
Disaster Medicine and Public Health Preparedness	DMP	Hybrid OA	1938-744X	Vol 1 (2007) to current
Du Bois Review: Social Science Research on Race	DBR	Hybrid OA	1742-0598	Vol 1 (2004) to current
Early China	EAC	Hybrid OA	2325-2324	Vol 32 (2008-2009) to current
Early Music History	EMH	Hybrid OA	1474-0559	Vol 20 (2001) to current
Earth and Environmental Science Transactions of The Royal Society of Edinburgh	TRE	Hybrid OA	1755-6929	Vol 92 (2001) to current
Ecclesiastical Law Journal	ELJ	Hybrid OA	1751-8539	Vol 9 (2007) to current
Econometric Theory	ECT	Hybrid OA	1469-4360	Vol 14 (1998) to current
Economic and Labour Relations Review	ELR	Hybrid OA	1838-2673	Vol 34 (2023) to current
Economics & Philosophy	EAP	Hybrid OA	1474-0028	Vol 16 (2000) to current
Eighteenth-Century Music	ECM	Hybrid OA	1478-5714	Vol 1 (2004) to current
English Language & Linguistics	ELL	Hybrid OA	1469-4379	Vol 3 (1999) to current
English Today	ENG	Hybrid OA	1474-0567	Vol 17 (2001) to current
Enterprise & Society	ESO	Hybrid OA	1467-2235	Vol 12 (2011) to current
Environment and Development Economics	EDE	Hybrid OA	1469-4395	Vol 2 (1997) to current
Environmental Conservation	ENC	Hybrid OA	1469-4387	Vol 24 (1997) to current
Environmental Data Science	EDS	Gold OA	2634-4602	
Epidemiology & Infection	HYG	Gold OA	1469-4409	Vol 118 (1997) to current
Epidemiology and Psychiatric Sciences	EPS	Gold OA	2045-7979	Vol 15 (2006) to current
Episteme	EPI	Gold OA	1750-0117	Vol 1 (2004) to current
Ergodic Theory and Dynamical Systems	ETS	Hybrid OA	1469-4417	Vol 17 (1997) to current
Ethics & International Affairs	EIA	Hybrid OA	1747-7093	Vol 23 (2009) to current
European Constitutional Law Review	ECL	Hybrid OA	1744-5515	Vol 1 (2005) to current
European Journal of Applied Mathematics	EJM	Gold OA	1469-4425	Vol 8 (1997) to current
European Journal of Archaeology	EAA	Hybrid OA	1741-2722	Vol 20 (2017) to current
European Journal of International Security	EIS	Hybrid OA	2057-5645	Vol 1 (2016) to current
European Journal of Risk Regulation	ERR	Hybrid OA	2190-8249	Vol 1 (2010) to current
European Journal of Sociology / Archives Européennes de Sociologie	EUR	Hybrid OA	1474-0583	Vol 42 (2001) to current
European Law Open	ELO	Gold OA	2752-6135	
European Political Science Review	EPR	Gold OA	1755-7747	Vol 1 (2009) to current
European Psychiatry	EPA	Gold OA	1778-3585	Vol 55 (2019) to current
European Review	ERW	Hybrid OA	1474-0575	Vol 9 (2001) to current
Evolutionary Human Sciences	EHS	Gold OA	2513-843X	
Experimental Agriculture	EAG	Hybrid OA	1469-4441	Vol 33 (1997) to current
Expert Reviews in Molecular Medicine	ERM	Gold OA	1462-3994	Vol 1 (1997) to current
Finance and Society	FAS	Gold OA	2059-5999	
Financial History Review	FHR	Hybrid OA	1474-0052	Vol 7 (2000) to current
Flow: Applications of Fluid Mechanics	FLO	Gold OA	2633-4259	
Forum of Mathematics, Pi	FMP	Gold OA	2050-5086	Vol 1 (2013) to current
Forum of Mathematics, Sigma	FMS	Gold OA	2050-5094	Vol 1 (2013) to current
Geo-Bio Interfaces	GBI	Gold OA	2755-385X	
Geological Magazine	GEO	Gold OA	1469-5081	Vol 134 (1997) to current

German Law Journal	GLJ	Gold OA	2071-8322	
Glasgow Mathematical Journal	GMJ	Hybrid OA	1469-509X	Vol 41 (1999) to current
Global Constitutionalism	GCN	Gold OA	2045-3825	Vol 1 (2011) to current
Global Sustainability	SUS	Gold OA	2059-4798	Vol 1 (2018) to current
Government and Opposition	GOV	Hybrid OA	1477-7053	Vol 44 (2009) to current
Greece & Rome	GAR	Hybrid OA	1477-4550	Vol 48 (2001) to current
Gut Microbiome	GMB	Gold OA	2632-2897	
Harvard Theological Review	HTR	Hybrid OA	1475-4517	Vol 95 (2002) to current
Health Economics, Policy and Law	HEP	Hybrid OA	1744-134X	Vol 1 (2006) to current
Hegel Bulletin	HGL	Hybrid OA	2051-5375	Vol 32 (2011) to current
High Power Laser Science and Engineering	HPL	Gold OA	2052-3289	Vol 1 (2013) to current
Historical Journal	HIS	Hybrid OA	1469-5103	Vol 40 (1997) to current
History in Africa	HIA	Hybrid OA	1558-2744	Vol 32 (2005) to current
History of Education Quarterly	HEQ	Hybrid OA	1748-5959	Vol 51 (2011) to current
Horizons	HOR	Hybrid OA	2050-8557	Vol 31 (2004) to current
Hypatia	HYP	Hybrid OA	1527-2001	Vol 32 (2017) to current
Industrial and Organizational Psychology	IOP	Hybrid OA	1754-9434	Vol 1 (2008) to current
Infection Control & Hospital Epidemiology	ICE	Hybrid OA	1559-6834	Vol 33 (2012) to current
International Journal of Law in Context	IJC	Hybrid OA	1744-5531	Vol 1 (2005) to current
International & Comparative Law Quarterly	ILQ	Hybrid OA	1471-6895	Vol 45 (1996) to current
International Annals of Criminology	CRI	Hybrid OA	2398-676X	Vol 51 (2013) to current
International Journal of Asian Studies	ASI	Research Open	1479-5922	Vol 1 (2004) to current
International Journal of Astrobiology	IJA	Gold OA	1475-3006	Vol 1 (2002) to current
International Journal of Cultural Property	JCP	Hybrid OA	1465-7317	Vol 1 (1992) to current
International Journal of Legal Information	JLI	Hybrid OA	2331-4117	Vol 41 (2013) to current
International Journal of Microwave and Wireless Technologies	MRF	Hybrid OA	1759-0795	Vol 1 (2009) to current
International Journal of Middle East Studies	MES	Hybrid OA	1471-6380	Vol 32 (2000) to current
International Journal of Technology Assessment in Health Care	THC	Gold OA	1471-6348	Vol 15 (1999) to current
International Labor and Working-Class History	ILW	Hybrid OA	1471-6445	Vol 55 (1999) to current
International Legal Materials	ILM	Hybrid OA	1930-6571	Vol 51 (2012) to current
International Organization	INO	Hybrid OA	1531-5088	Vol 51 (1997) to current
International Psychogeriatrics	IPG	Hybrid OA	1741-203X	Vol 1 (1989) to current
International Review of Social History	ISH	Hybrid OA	1469-512X	Vol 43 (1998) to current
International Review of the Red Cross	IRC	Hybrid OA	1607-5889	Vol 88 (2006) to current
International Theory	INT	Gold OA	1752-9727	Vol 1 (2009) to current
Invasive Plant Science and Management	INP	Hybrid OA	1939-747X	Vol 5 (2012) to current
Iranian Studies	IRN	Hybrid OA	1475-4819	Vol 50 (2017) to current
IRAQ	IRQ	Hybrid OA	2053-4744	Vol 73 (2011) to current
Irish Historical Studies	IHS	Hybrid OA	2056-4139	Vol 37 (2010) to current
Irish Journal of Psychological Medicine	IPM	Hybrid OA	2051-6967	Vol 26 (2009) to current
Israel Law Review	ISR	Hybrid OA	2047-9336	Vol 41 (2008) to current
Italian Political Science Review / Rivista Italiana di Scienza Politica	IPO	Hybrid OA	2057-4908	Vol 45 (2015) to current
Itinerario	ITI	Hybrid OA	2041-2827	Vol 31 (2007) to current
Japanese Journal of Political Science	JJP	Hybrid OA	1474-0060	Vol 1 (2000) to current
Journal of African History	AFH	Hybrid OA	1469-5138	Vol 38 (1997) to current
Journal of African Law	JAL	Hybrid OA	1464-3731	Vol 45 (2001) to current
Journal of Agricultural and Applied Economics	AAE	Gold OA	2056-7405	Vol 47 (2015) to current
Journal of Agricultural Science	AGS	Hybrid OA	1469-5146	Vol 128 (1997) to current
Journal of American Studies	AMS	Hybrid OA	1469-5154	Vol 31 (1997) to current
Journal of Anglican Studies	AST	Hybrid OA	1745-5278	Vol 6 (2008) to current
Journal of Applied Probability	JPR	Hybrid OA	1475-6072	Vol 49 (2012) to current
Journal of Benefit-Cost Analysis	BCA	Hybrid OA	2152-2812	Vol 1 (2010) to current
Journal of Biosocial Science	JBS	Hybrid OA	1469-7599	Vol 29 (1997) to current
Journal of British Studies	JBR	Hybrid OA	1545-6986	Vol 41 (2002) to current
Journal of Child Language	JCL	Hybrid OA	1469-7602	Vol 24 (1997) to current
Journal of Chinese History	JCH	Research Open	2059-1640	Vol 1 (2017) to current
Journal of Classics Teaching	JCT	Gold OA (No APC)	2058-6310	Vol 16 (2015) to current. Vols 1-15 not available.
Journal of Clinical and Translational Science	CTS	Gold OA	2059-8661	Vol 1 (2017) to current
Journal of Dairy Research	DAR	Hybrid OA	1469-7629	Vol 64 (1997) to current

Journal of Demographic Economics	DEM	Hybrid OA	2054-0906	Vol 81 (2015) to current
Journal of Developmental Origins of Health and Disease	DOH	Hybrid OA	2040-1752	Vol 1 (2009/2010) to current
Journal of East Asian Studies	JEA	Hybrid OA	2234-6643	Vol 11 (2011) to current
Journal of Ecclesiastical History	ECH	Hybrid OA	1469-7637	Vol 49 (1998) to current
Journal of Economic History	JEH	Hybrid OA	1471-6372	Vol 61 (2001) to current
Journal of Experimental Political Science	XPS	Gold OA	2052-2649	Vol 1 (2014) to current
Journal of Financial and Quantitative Analysis	JFQ	Hybrid OA	1756-6916	Vol 39 (2004) to current
Journal of Financial Literacy and Wellbeing	FLW	Gold OA	2753-3212	
Journal of Fluid Mechanics	FLM	Hybrid OA	1469-7645	Vol 330 (1997) to current
Journal of French Language Studies	JFL	Research Open	1474-0079	Vol 10 (2000) to current
Journal of Functional Programming	JFP	Gold OA	1469-7653	Vol 7 (1997) to current
Journal of Germanic Linguistics	JGL	Hybrid OA	1475-3014	Vol 13 (2001) to current
Journal of Glaciology	JOG	Gold OA	1727-5652	Vol 62 (2016) to current
Journal of Global History	JGH	Hybrid OA	1740-0236	Vol 1 (2006) to current
Journal of Hellenic Studies	JHS	Hybrid OA	2041-4099	Vol 127 (2007) to current
Journal of Helminthology	JHL	Hybrid OA	1475-2697	Vol 73 (1999) to current
Journal of Institutional Economics	JOI	Hybrid OA	1744-1382	Vol 1 (2005) to current
Journal of International and Comparative Social Policy	ICS	Hybrid OA	2169-978X	Vol 34 (2018) to current
Journal of Laryngology & Otology	JLO	Hybrid OA	1748-5460	Vol 1 (1887) to current
Journal of Latin American Studies	LAS	Hybrid OA	1469-767X	Vol 29 (1997) to current
Journal of Law and Courts	JLC	Hybrid OA	2164-6589	Vol 1 (2013) to current
Journal of Law and Religion	JLR	Hybrid OA	2163-3088	Vol 27 (2011-2012) to current
Journal of Law, Medicine & Ethics	JME	Hybrid OA	1748-720X	Vol 46 (2018) to current
Journal of Linguistic Geography	JLG	Gold OA	2049-7547	Vol 1 (2013) to current
Journal of Linguistics	LIN	Hybrid OA	1469-7742	Vol 33 (1997) to current
Journal of Management & Organization	JMO	Hybrid OA	1839-3527	Vol 19 (2013) to current
Journal of Modern African Studies	MOA	Hybrid OA	1469-7777	Vol 35 (1997) to current
Journal of Navigation	NAV	Hybrid OA	1469-7785	Vol 51 (1998) to current
Journal of Nutritional Science	JNS	Gold OA	2048-6790	Vol 1 (2012) to current
Journal of Paleontology	JPA	Hybrid OA	1937-2337	Vol 86 (2012) to current
Journal of Pension Economics & Finance	PEF	Hybrid OA	1475-3022	Vol 1 (2002) to current
Journal of Plasma Physics	PLA	Hybrid OA	1469-7807	Vol 57 (1997) to current
Journal of Policy History	JPH	Hybrid OA	1528-4190	Vol 11 (1999) to current
Journal of Public Policy	PUP	Hybrid OA	1469-7815	Vol 18 (1998) to current
Journal of Race, Ethnicity and Politics	REP	Hybrid OA	2056-6085	Vol 1 (2016) to current
Journal of Radiotherapy in Practice	JRP	Gold OA	1467-1131	Vol 1 (1999) to current
Journal of Roman Archaeology	JRO	Hybrid OA	2331-5709	Vol 26 (2013) to current
Journal of Roman Studies	JRS	Hybrid OA	1753-528X	Vol 95 (2005) to current
Journal of Social Policy	JSP	Hybrid OA	1469-7823	Vol 26 (1997) to current
Journal of Southeast Asian Studies	SEA	Hybrid OA	1474-0680	Vol 32 (2001) to current
Journal of Symbolic Logic	JSL	Hybrid OA	1943-5886	Vol 79 (2014) to current
Journal of the American Philosophical Association	APA	Hybrid OA	2053-4485	Vol 1 (2015) to current
Journal of the Australian Mathematical Society	JAZ	Hybrid OA	1446-8107	Vol 88 (2010) to current
Journal of the Gilded Age and Progressive Era	JGA	Hybrid OA	1943-3557	Vol 8 (2009) to current
Journal of the History of Economic Thought	HET	Hybrid OA	1469-9656	Vol 22 (2000) to current
Journal of the Institute of Mathematics of Jussieu	JMJ	Hybrid OA	1475-3030	Vol 1 (2002) to current
Journal of the International Neuropsychological Society	INS	Hybrid OA	1469-7661	Vol 3 (1997) to current
Journal of the International Phonetic Association	IPA	Hybrid OA	1475-3502	Vol 31 (2001) to current
Journal of the Marine Biological Association of the United Kingdom	MBI	Hybrid OA	1469-7769	Vol 79 (1999) to current
Journal of the Royal Asiatic Society	JRA	Hybrid OA	1474-0591	Vol 11 (2001) to current
Journal of the Royal Musical Association	RMA	Hybrid OA	1471-6933	Vol 140 (2015) to current
Journal of the Society for American Music	SAM	Hybrid OA	1752-1971	Vol 1 (2007) to current
Journal of Tropical Ecology	TRO	Hybrid OA	1469-7831	Vol 14 (1998) to current
Journal of Wine Economics	JWE	Gold OA	1931-437X	Vol 3 (2008) to current
Judgment and Decision Making	JDM	Gold OA	1930-2975	
Kantian Review	KRV	Hybrid OA	2044-2394	Vol 11 (2006) to current
Knowledge Engineering Review	KER	Gold OA	1469-8005	Vol 12 (1997) to current
Language and Cognition	LCO	Gold OA	1866-9859	Vol 1 (2009) to current
Language in Society	LSY	Hybrid OA	1469-8013	Vol 27 (1998) to current

Language Teaching	LTA	Hybrid OA	1475-3049	Vol 35 (2002) to current
Language Variation and Change	LVC	Hybrid OA	1469-8021	Vol 11 (1999) to current
Laser and Particle Beams	LPB	Gold OA	1469-803X	
Latin American Antiquity	LAQ	Hybrid OA	2325-5080	Vol 22 (2011) to current
Latin American Politics and Society	LAP	Hybrid OA	1548-2456	Vol 55 (2013) to current
Latin American Research Review	LAR	Gold OA	1542-4278	
Law & Social Inquiry	LSI	Hybrid OA	1747-4469	Vol 41 (2016) to current
Law & Society Review	LSR	Hybrid OA	1540-5893	Vols 56 (2022) and 57 (2023) to current
Law and History Review	LHR	Hybrid OA	1939-9022	Vol 23 (2005) to current
Legal Information Management	LIM	Hybrid OA	1741-2021	Vol 4 (2004) to current
Legal Studies	LST	Hybrid OA	1748-121X	Vol 36 (2016) to current
Legal Theory	LEG	Hybrid OA	1469-8048	Vol 5 (1999) to current
Leiden Journal of International Law	LJL	Hybrid OA	1478-9698	Vol 9 (1996) to current
Libyan Studies	LIS	Hybrid OA	2052-6148	Vol 43 (2012) to current
Lichenologist	LIC	Hybrid OA	1096-1135	Vol 36 (2004) to current
Macroeconomic Dynamics	MDY	Hybrid OA	1469-8056	Vol 1 (1997) to current
Management and Organization Review	MOR	Hybrid OA	1740-8784	Vol 1 (2005) to current
Mathematical Gazette	MAG	Hybrid OA	2056-6328	Vol 94 (2010) to current
Mathematical Proceedings of the Cambridge Philosophical Society	PSP	Hybrid OA	1469-8064	Vol 22 (1924) to current
Mathematical Structures in Computer Science	MSC	Hybrid OA	1469-8072	Vol 7 (1997) to current
Medical History	MDH	Research Open	2048-8343	Vol 51 (2007) to current
Memory, Mind & Media	MEM	Gold OA	2635-0238	
Mineralogical Magazine	MGM	Hybrid OA	1471-8022	Vol 79 (2015) to current
Modern American History	MAH	Gold OA	2397-1851	Vol 1 (2018) to current
Modern Asian Studies	ASS	Hybrid OA	1469-8099	Vol 32 (1998) to current
Modern Intellectual History	MIH	Gold OA	1479-2451	Vol 1 (2004) to current
Modern Italy	MIT	Research Open	1469-9877	Vol 16 (2011) to current
Moduli	MOD	Gold OA	2977-1382	
Nagoya Mathematical Journal	NMJ	Hybrid OA	2152-6842	Vol 221 (2016) to current
National Institute Economic Review	NIE	Hybrid OA	1741-3036	Vol 239 (2017) to current
Nationalities Papers	NPS	Hybrid OA	1465-3923	Vol 42 (2014) to current
Natural Language Engineering	NLE	Gold OA	1469-8110	Vol 2 (1996) to current
Netherlands Journal of Geosciences	NJG	Gold OA	1573-9708	Vol 88 (2009) to current
Network Science	NWS	Gold OA	2050-1250	Vol 1 (2013) to current
New Blackfriars	NBF	Hybrid OA	1741-2005	Vol 79 (1998) to current
New Perspectives on Turkey	NPT	Hybrid OA	1305-3299	Vol 42 (2010) to current
New Surveys in the Classics	NSY	No OA	2052-8531	Vol 36 (2006) to current
New Testament Studies	NTS	Hybrid OA	1469-8145	Vol 45 (1999) to current
New Theatre Quarterly	NTQ	Hybrid OA	1474-0613	Vol 18 (2002) to current
Nineteenth-Century Music Review	NCM	Hybrid OA	2044-8414	Vol 1 (2004) to current
Nordic Journal of Linguistics	NJL	Gold OA	1502-4717	Vol 26 (2003) to current
Nutrition Research Reviews	NRR	Hybrid OA	1475-2700	Vol 18 (2005) to current
Organised Sound	OSO	Hybrid OA	1469-8153	Vol 1 (1996) to current
Oryx	ORX	Gold OA	1365-3008	Vol 36 (2002) to current
Paleobiology	PAB	Hybrid OA	1938-5331	Vol 41 (2015) to current
Palliative & Supportive Care	PAX	Hybrid OA	1478-9523	Vol 1 (2003) to current
Papers of the British School at Rome	ROM	Hybrid OA	2045-239X	Vol 76 (2008) to current
Parasitology	PAR	Gold OA	1469-8161	Vol 114 (1997) to current
Personality Neuroscience	PEN	Gold OA	2513-9886	Vol 1 (2018) to current
Perspectives on Politics	PPS	Hybrid OA	1541-0986	Vol 1 (2003) to current
Philosophy	PHI	Hybrid OA	1469-817X	Vol 73 (1998) to current
Philosophy of Science	PSA	Hybrid OA	1539-767X	Vol 69 (2002) to current
Phonology	PHO	Hybrid OA	1469-8188	Vol 14 (1997) to current
Plainsong & Medieval Music	PMM	Hybrid OA	1474-0087	Vol 9 (2000) to current
Plant Genetic Resources	PGR	Hybrid OA	1479-263X	Vol 1 (2003) to current
PMLA / Publications of the Modern Language Association of America	MLA	No OA	1938-1530	Vol 117 (2002) to current
Polar Record	POL	Research Open	1475-3057	Vol 39 (2003) to current
Political Analysis	PAN	Hybrid OA	1476-4989	Vol 15 (2007) to current
Political Science Research and Methods	RAM	Hybrid OA	2049-8489	Vol 1 (2013) to current

Political Science Today	PSJ	N/A (Non Journal Product)	2766-726X	Vol 1 (2021) to current
Politics & Gender	PAG	Hybrid OA	1743-9248	Vol 1 (2005) to current
Politics and Religion	RAP	Hybrid OA	1755-0491	Vol 1 (2008) to current
Politics and the Life Sciences	PLS	Hybrid OA	1471-5457	Vol 30 (2011) to current
Popular Music	PMU	Hybrid OA	1474-0095	Vol 19 (2000) to current
Powder Diffraction	PDJ	Hybrid OA	1945-7413	Vol 25 (2010) to current
Prehospital and Disaster Medicine	PDM	Hybrid OA	1945-1938	Vol 17 (2002) to current
Primary Health Care Research & Development	PHC	Gold OA	1477-1128	Vol 1 (2000) to current
Probability in the Engineering and Informational Sciences	PES	Gold OA	1469-8951	Vol 13 (1999) to current
Proceedings of the ASIL Annual Meeting	AMP	Hybrid OA	2169-1118	Vol 107 (2013) to current
Proceedings of the Design Society	PDS	Gold OA (No APC)	2732-527X	Vol 1 (2021) to current
Proceedings of the Edinburgh Mathematical Society	PEM	Hybrid OA	1464-3839	Vol 45 (2002) to current
Proceedings of the International Astronomical Union	IAU	Hybrid OA	1743-9221	Vol 2004 (2004) and Vol 1 (2005) to current
Proceedings of the Nutrition Society	PNS	Hybrid OA	1475-2719	Vol 66 (2007) to current
Proceedings of the Prehistoric Society	PPR	Hybrid OA	2050-2729	Vol 76 (2010) to current
Proceedings of the Royal Society of Edinburgh Section A: Mathematics	PRM	Hybrid OA	1473-7124	Vol 130 (2000) to current
Programmable Materials	PMA	Gold OA	2752-8073	
PS: Political Science & Politics	PSC	Hybrid OA	1537-5935	Vol 34 (2001) to current
Psychological Medicine	PSM	Hybrid OA	1469-8978	Vol 27 (1997) to current
Public Health Nutrition	PHN	Gold OA	1475-2727	Vol 10 (2007) to current
Publications of the Astronomical Society of Australia	PAS	Hybrid OA	1448-6083	Vol 14 (1997) to current
QRB Discovery	QRD	Gold OA	2633-2892	
Quantitative Plant Biology	QPB	Gold OA	2632-8828	
Quarterly Reviews of Biophysics	QRB	Hybrid OA	1469-8994	Vol 30 (1997) to current
Quaternary Research	QUA	Hybrid OA	1096-0287	Vol 67 (2007) to current
Radiocarbon	RDC	Hybrid OA	1945-5755	Vol 55 (2013) to current
ReCALL	REC	Gold OA	1474-0109	Vol 12 (2000) to current
Religion and American Culture	RAC	Hybrid OA	1533-8568	Vol 24 (2014) to current
Religious Studies	RES	Hybrid OA	1469-901X	Vol 33 (1997) to current
Renaissance Quarterly	RQX	Hybrid OA	1935-0236	Vol 58 (2005) to current
Renewable Agriculture and Food Systems	RAF	Gold OA	1742-1713	Vol 19 (2004) to current
Research Directions: Bioelectronics	BEL	Gold OA	2753-8524	
Research Directions: Biotechnology Design	BTD	Gold OA	2752-9452	
Research Directions: Cyber-Physical Systems	CBP	Gold OA	2753-8516	
Research Directions: Depression	DEP	Gold OA	2976-9000	
Research Directions: Mine closure and transitions	MCL	Gold OA	2753-3999	
Research Directions: One Health	ONE	Gold OA	2752-9460	
Research Directions: Quantum Technologies	QUT	Gold OA	2752-9444	
Research Directions: Sleep Psychology	SLP	Gold OA	2752-9479	
Review of International Studies	RIS	Hybrid OA	1469-9044	Vol 23 (1997) to current
Review of Middle East Studies	RMS	Hybrid OA	2329-3225	Vol 44 (2010) to current
Review of Politics	ROP	Hybrid OA	1748-6858	Vol 68 (2006) to current
Review of Symbolic Logic	RSL	Hybrid OA	1755-0211	Vol 1 (2008) to current
Revista de Historia Economica - Journal of Iberian and Latin American Economic History	RHE	Hybrid OA	2041-3335	Vol 24 (2006) to current
Robotica	ROB	Hybrid OA	1469-8668	Vol 15 (1997) to current
Royal Historical Society Camden Fifth Series	RHC	OA by arrangement	1478-5110	Vol 22 (2003) to current
Royal Institute of Philosophy Supplements	PHS	Hybrid OA	1755-3555	Vol 56 (2005) to current
Royal Musical Association Research Chronicle	RRC	Hybrid OA	2167-4027	Vol 46 (2015) to current
Rural History	RUH	Gold OA	1474-0656	Vol 13 (2002) to current
Science in Context	SIC	Gold OA	1474-0664	Vol 14 (2001) to current
Scottish Journal of Theology	SJT	Hybrid OA	1475-3065	Vol 55 (2002) to current
Seed Science Research	SSR	Gold OA	1475-2735	Vol 9 (1999) to current
Slavic Review	SLR	Hybrid OA	2325-7784	Vol 71 (2012) to current
Social Philosophy and Policy	SOY	Hybrid OA	1471-6437	Vol 19 (2002) to current
Social Policy and Society	SPS	Hybrid OA	1475-3073	Vol 1 (2002) to current

Social Science History	SSH	Hybrid OA	1527-8034	Vol 37 (2013) to current
Spanish Journal of Psychology	SJP	Hybrid OA	1988-2904	Vol 12 (2009) to current
State Politics & Policy Quarterly	SPQ	Hybrid OA	1946-1607	Vol 19 (2019) to current
Studies in American Political Development	SAP	Hybrid OA	1469-8692	Vol 12 (1998) to current
Studies in Church History	STC	Hybrid OA	2059-0644	Vol 46 (2010) to current
Studies in Second Language Acquisition	SLA	Hybrid OA	1470-1545	Vol 19 (1997) to current
TDR: The Drama Review	TDR	Hybrid OA	1531-4715	Vol 65 (2021) to current
Tempo	TEM	Hybrid OA	1478-2286	Vol 57 (2003) to current
Theatre Research International	TRI	Hybrid OA	1474-0672	Vol 26 (2001) to current
Theatre Survey	TSY	Hybrid OA	1475-4533	Vol 42 (2001) to current
Theory and Practice of Logic Programming	TLP	Gold OA	1475-3081	Vol 1 (2001) to current
Think	THI	Hybrid OA	1755-1196	Vol 6 (2008) to current
Traditio	TDO	Hybrid OA	2166-5508	Vol 57 (2002) to current
TRaNS: Trans-Regional and -National Studies of Southeast Asia	TRN	Hybrid OA	2051-3658	Vol 1 (2013) to current
Transactions of the Royal Historical Society	RHT	Hybrid OA	1474-0648	Vol 10 (2000) to current
Transnational Environmental Law	TEL	Research Open	2047-1033	Vol 1 (2012) to current
Twentieth-Century Music	TCM	Hybrid OA	1478-5730	Vol 1 (2004) to current
Twin Research and Human Genetics	THG	Hybrid OA	1839-2628	Vol 15 (2012) to current
Urban History	UHY	Hybrid OA	1469-8706	Vol 26 (1999) to current
Utilitas	UTI	Research Open	1741-6183	Vol 16 (2004) to current
Victorian Literature and Culture	VLC	Hybrid OA	1470-1553	Vol 27 (1999) to current
Visual Neuroscience	VNS	Gold OA	1469-8714	Vol 15 (1998) to current
Wearable Technologies	WTC	Gold OA	2631-7176	
Weed Science	WSC	Hybrid OA	1550-2759	Vol 60 (2012) to current
Weed Technology	WET	Gold OA	1550-2740	Vol 26 (2012) to current
World Trade Review	WTR	Hybrid OA	1475-3138	Vol 1 (2002) to current
Yearbook for Traditional Music	YTM	Hybrid OA	2304-3857	Vol 44 (2012) to current
Zygote	ZYG	Hybrid OA	1469-8730	Vol 6 (1998) to current

SECTION III CONSORTIUM MEMBERS AND IP ADDRESS RANGES

This Section lists all Consortium Members and the range of IP Addresses with access to the Server:

3. . számú melléklet / Appendix 3.

Előfizető Intézmények listája / List of Consortium Member Institutions

Cambridge University Press (CUP) Journals Full Collection – EISZ consortium 2024		
1	Állatorvostudományi Egyetem	University of Veterinary Medicine
2	Atommagkutató Intézet	HUN-REN Institute for Nuclear Research
3	Bölcsészettudományi Kutatóközpont	HUN-REN Research Centre for the Humanities
4	Debreceni Egyetem	University of Debrecen
5	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
6	Eszterházy Károly Katolikus Egyetem	Eszterhazy Karoly Catholic University
7	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
8	Közgazdaság- és Regionális Tudományi Kutatóközpont	HUN-REN Centre for Economic and Regional Studies
9	Központi Statisztikai Hivatal Könyvtár	Hungarian Central Statistical Office Library
10	Magyar Agrár- és Élettudományi Egyetem	Hungarian University of Agriculture and Life Sciences
11	Magyar Nemzeti Múzeum	Hungarian National Museum
12	Magyar Tudományos Akadémia Könyvtár és Információs Központ	Library and Information Centre of the Hungarian Academy of Sciences
13	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
14	Miskolci Egyetem	University of Miskolc
15	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design
16	Nemzeti Köszolgálati Egyetem	National University of Public Service
17	Neumann János Egyetem	John von Neumann University
18	Nyelvtudományi Kutatóközpont	HUN-REN Hungarian Research Centre for Linguistics
19	Óbudai Egyetem	Óbuda University
20	Országgyűlés Hivatala	The Office of the National Assembly
21	Pannon Egyetem	University of Pannonia
22	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
23	Pécsi Tudományegyetem	University of Pécs
24	Semmelweis Egyetem	Semmelweis University

25	Széchenyi István Egyetem	Széchenyi István University
26	Szegedi Tudományegyetem	University of Szeged
27	Társadalomtudományi Kutatóközpont	HUN-REN Centre for Social Sciences
28	Tokaj-Hegyalja Egyetem	University of Tokaj

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

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