

**A SAGE ADATBÁZISOKHOZ VALÓ HOZZÁFÉRÉSRE
IRÁNYULÓ SZOLGÁLTATÁSI SZERZŐDÉS**

**SERVICE AND SUPPLY CONTRACT FOR
SAGE COLLECTIONS**

A jelen megállapodás létrejött a

**Magyar Tudományos Akadémia Könyvtár és Információs
Központ**

(továbbiakban: Előfizető)

székhelye: 1051 Budapest, Arany János u. 1.

Adószám: 15300289-2-41

Bankszámlaszám: 10032000-01447217-00000000

képviseli: Dr. Monok István főigazgató

és

az **SKS Knowledge Services GmbH**

(a továbbiakban, mint Szolgáltató)

székhelye: Marschnerstr. 8 , 81245 München, Németország

adószám: DE353087049

Bankszámlaszám: LT50 3250 0597 6650 0572

képviseli: Adriana Ignat

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

This agreement is entered between the

**Library and Information Centre of the Hungarian Academy of
Sciences**

(hereinafter referred to as Subscriber),

seated at 1. Arany János u. Budapest, 1051

Tax number: 15300289-2-41

Bank Account No.: 10032000-01447217-00000000

represented by Dr. István Monok General Director

and

and **SKS Knowledge Services GmbH**

(hereinafter referred to as Supplier)

seated at: Marschnerstr. 8 , 81245 Munich, Germany

Tax number: DE353087049

Bank Account No.: LT50 3250 0597 6650 0572

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.

PREAMBULUM

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

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 SAGE Publishing Ltd. ("SAGE"). SAGE Publishing Ltd. is the owner of Subscribed Products and Supplier is entering into this agreement on SAGE Publishing Ltd. behalf.

ÉRTELMEZŐ RENDELKEZÉSEK

Előfizető intézmény

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

DEFINITIONS

Consortium Member Institution

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

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

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 felhasználók, valamint azok a személyek, akik az Előfizető intézmény telephelyén található számítógépes munkaállomásokot vagy más, Wifi-hálózathoz csatlakozó eszközöket használnak, és akiknek az Előfizető engedélyezi az Előfizetett termékekhez való hozzáférést.

Napijegyes olvasó

Jogosult felhasználók továbbá az Előfizető Intézmény telephelyén tartózkodó napijegyes olvasók.

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.

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. A SZERZŐDÉS TÁRGYA

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

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

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

I. SUBJECT OF THE CONTRACT

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

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

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

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

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

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

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

Az Előfizető köteles Szolgáltatót haladéktalanul értesíteni a Jogosult Felhasználó intézmények számában és/vagy összetételében bekövetkezett bármely változásról. A Jogosult felhasználók számában bekövetkező lényeges változás esetén a Felek – a Szolgáltató mérlegelése alapján – kötelesek a jelen szerződést módosítani, ideértve az Előfizetési díj megfelelő kiigazítását is.

I.7. Kapcsolattartás

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

A Szolgáltató fő kapcsolattartója a következő:
Név: Ángyán Katalin
Tel.: +36 70 2726200
e-mail: hu@scientificknowledgeservices.com

II. A SZERZŐDÉS IDŐBELI HATÁLYA

II.1. Jelen Megállapodás az aláírás napjától 2026. december 31-ig terjedő időszakra érvényes, és az előfizetett termék teljes és naprakész hozzáférése vonatkozik a 2026. év

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

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

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

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

The Subscriber shall promptly notify Supplier of any changes in the number and/or composition of Authorized Users and in the case of a significant change to the number of Authorized Users, the Parties shall, in Supplier's discretion, amend this Agreement to make appropriate changes to the Subscription Fee.

I.7. Communication

Subscriber's main contact person is as follows:
name: Dóra Kalydy, deputy director general
tel. +36-1-4116292
e-mail: kalydy.dora@konyvtar.mta.hu

Supplier's primary contact is as follows:
Name: Ángyán Katalin
Tel.: +36 70 2726200
e-mail: hu@scientificknowledgeservices.com

II. DURATION OF CONTRACT

II.1. The term of this Agreement shall commence on the date of signature of this Agreement until 31, December 2026 and regards the access to the complete and updated content of subscribed products in year 2026. The Agreement shall not be

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 fizetési képtelenné vált, kivéve, ha jogszabály ettől eltérően rendelkezik;
- Előfizető írásbeli felszólítás ellenére sem fizeti meg az előfizetési díjat, annak esedékességét követő 90 napon belül;
- Szolgáltató 30 napon túl nem képes folyamatos szolgáltatást nyújtani.

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

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

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

III. AZ ELŐFIZETÉSI DÍJ

III.1. A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített fix összeg: **259 567 GBP**. Az előfizetési díj nettó, általános forgalmi adót nem tartalmazó díj. A Magyarországon esedékes adókat az Előfizető viseli.

III.2. Felek rögzítik továbbá, hogy a III.1. pontban szereplő díj magában foglalja valamennyi, a Szolgáltató által az Előfizető részére nyújtott szolgáltatás ellenértékét, Szolgáltató valamennyi költségét és hasznát is. Erre tekintettel Szolgáltató

terminated by ordinary notice prior to the expiry of a limited period defined hereunder.

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

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

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

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

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

III. LICENCE FEE

III.1. The Licence Fee for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **259 567 GBP**. The subscription price does not include VAT. Any applicable Hungarian taxes shall be borne by the Subscriber.

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

az itt megadott díjon felül jelen szerződés teljesítésével összefüggésben semmilyen további díjat, költséget nem jogosult Előfizető felé érvényesíteni.

IV. FIZETÉSI FELTÉTELEK

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

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

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

IV.4. A számla az Előfizető igényeinek megfelelő részletezettséggel kerül kiállításra, tartalmazza a megrendelt szolgáltatás pontos megjelölését a szolgáltatás verziójára és a hozzáférés módjára vonatkozó információkat (pl. egyedi / hálózati hozzáférés, hozzáférések száma) valamint a hozzáférés érvényességi idejét. Amennyiben a számla nem megfelelően kerül kiállításra, úgy Előfizetőnek 15 napja van írásban jelezni a kifogásait.

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 név: Revolut Bank UAB

Bank Account No.: LT50 3250 0597 6650 0572

Swift Code: REVOLT21

V. A SZOLGÁLTATÓ TELJESÍTÉSI KÖTELEZETTSÉGEI

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

Szolgáltató az I.1. pont szerinti hozzáférési jogot a jelen szerződés aláírását követő 7 naptári napon belül köteles

IV. PAYMENT TERMS

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

IV.2. Parties state that the performance is contractual as the term in Clause VI.1. had been realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the 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. In the case of any delays, the costs arising from the foreign exchange risks shall be paid by the Party responsible for the delays.

IV.4. The invoice shall be issued in accordance with the Subscriber's instructions and shall contain a listing of the exact titles of the ordered service with all applicable information: version and access information (single, net, number of accesses), and the period of access validity. In case of undue 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 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: Revolut Bank UAB

Bank Account No.: LT50 3250 0597 6650 0572

Swift Code: REVOLT21

V. SUPPLIER'S PERFORMANCE OBLIGATIONS

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

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

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 Termékekre 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 Szolgáltató felelős, tíz (10) munkanapon túl is fennáll, minden további nap után Szolgáltató az éves előfizetési díj arányos részét köteles Előfizető számára megtéríteni. A jelen pont alapján visszatérítendő díj arányos része akként kerül megállapításra, hogy Felek a teljes Előfizetési díj összegét elosztják a teljes szerződéses időszakra vonatkozó teljesítéssel érintett napok számával, és a kapott összeget felszorozzák a szolgáltatás-kieséssel érintett napok számával azzal, hogy minden szolgáltatás-kieséssel megkezdett nap egész napnak számít. A jelen bekezdés szerinti igény érvényesítése nem zárja ki Előfizető jelen szerződés, vagy a vonatkozó jogszabályok alapján fennálló egyéb igényének érvényesíthetőségét.

V.4. 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:

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 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 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:

Technikai kapcsolattartó:

Név: Urszula Sasimowicz

Tel. +48 724 04 11 24

e-mail: urszula.sasimowicz@sagepub.co.uk

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

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

Amennyiben az ilyen tartalom-visszavonás következtében az Előfizetett termék az Előfizető vagy Jogosult felhasználói számára érdemben kevésbé használhatóvá válik, az Előfizető a jelen szerződés megszüntetésére vonatkozó rendelkezések szerint jogosult a szerződés megszüntetését kezdeményezni.

V.6. Szolgáltató adatfelhasználási jelentést készít az egyes Jogosult felhasználó intézmények tevékenységéről, és az interneten ezekhez igény szerint hozzáférést biztosít az adott intézmények erre kijelölt adminisztrátorai, valamint Előfizető részére, mely jelentéseket Előfizető jogosult a saját honlapján közzétenni az előfizető intézmények és a fenntartó hatóságok tájékoztatása céljából. Az adatfelhasználási jelentéseknek mindig meg kell felelniük az aktuális 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.

Name: Urszula Sasimowicz

Tel. +48 724 04 11 24

e-mail: urszula.sasimowicz@sagepub.co.uk

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

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

V.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. 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 endeavours to use 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

V.10. Nyílt hozzáférés: Szolgáltató nyílt hozzáférésű megjelenést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára az Előfizetett terméket alkotó tudományos folyóiratokban az 5. számú mellékletben részletezettek szerint.

Szolgáltató évente jelentést készít Előfizető számára

- az előfizetett termékben megjelent nyílt hozzáférésű cikkek számáról, és
- az Előfizető Intézményekben affiliált levelező szerzők cikkeinek bibliográfiai adatairól.

VI. AZ ELŐFIZETŐ INTÉZMÉNYEK JOGAI ÉS KÖTELEZETTSÉGEI

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

- beléphet, kereshet, böngészhet és bármit megtekinthet az Előfizetett Termékeken belül;
- az Előfizetett Termékek különálló elemeiről, kizárólagosan saját felhasználására nyomtathat, elektronikus másolatot készíthet és tárolhat;
- az Előfizetett Termékek egyes elemét vagy azok részeit elhelyezheti az Előfizető és más Jogosult Felhasználó intranet és internet website-jaira, elektronikus oktatócsomagjaiba és oktatói website-jaira, háttérárakra és oktatási menedzsment rendszereibe, törekedve a felhasznált forrásanyag jogtulajdonosának pontos megjelölésére. Jogosult felhasználóknak meg kell adniuk az Előfizetett Termék címét és szerzői jog tulajdonosát.
- 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 szövegbányászat 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

the Authors affiliated at one of the Consortium Member Institutions as detailed in Appendix 5.

Supplier will report to Subscriber annually

- the number of articles that are Subscribed Products published under the open access option,
- the number and list of the articles by title with full citation by corresponding authors at the Consortium Member Institution.

VI. RESPONSIBILITIES OF MEMBER INSTITUTIONS

VI.1. Each Authorized User and Subscriber may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive 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. 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.

termékek 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: Ahol jogosult, ott 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 megjelölt tartalmakhoz.

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

VI.3. Archiválási jog: az Előfizető Intézmények elmenthetik és/vagy korlátlan ideig tárolhatják az Előfizetett termékek egyes részeit a kizárólag jogosult felhasználók által biztonságos hálózaton keresztül hozzáférhető repozitóriumokban.

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

- az Előfizetett Termékekbe való belépést és azok használatát csak a Jogosult Felhasználói kör számára biztosítsa, valamint hogy minden Jogosult Felhasználóját előre tájékoztassa a jelen szerződésben rögzített feltételekről és megkötésekről, továbbá vállalja, hogy ezek tiszteletben tartását számon kérje a Jogosult Felhasználóktól;
- biztosítsa, hogy az Előfizetett Termékekhez kapcsolódó bármely hitelesítési kód vagy jelszó kizárólag a Jogosult Felhasználók részére váljon megismerhetővé, továbbá hogy sem ő, sem a Jogosult Felhasználók nem szolgáltatják ki ezen belépési kódokat harmadik fél részére; továbbá
- amennyiben tudomására jut, hogy az Előfizetett Termékeket bárki engedély nélkül használja, haladéktalanul értesítse erről a Szolgáltatót, és tegye 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

- 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: Where permissible, 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: Consortium member institutions may save and/or deposit in perpetuity parts of the Subscribed Product in electronic repositories on a Secure Network operated exclusively by the Institution, may access to and use of which is limited to Authorized Users.

VI.4. The Subscriber shall use reasonable efforts to:

- limit access to and use of the Subscribed Products only to Authorized Users and notify in advance all Authorized Users of the conditions and usage restrictions set forth in this Agreement and that compliance with such restrictions shall be accounted for;
- ensure that any passwords or credentials to access the Subscribed Products is made available only to Authorized Users, and that neither Subscriber nor the Authorized Users 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;

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.

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

VII. ZÁRÓ RENDELKEZÉSEK

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

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

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

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

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

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

VII. FINAL STIPULATIONS

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

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

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

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

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

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

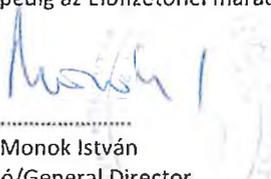
VII.8. A jelen szerződésből eredő bármilyen vitát a felek megegyezéssel igyekeznek rendezni. Ennek hiányában a felek a hatáskörrel és illetékességgel rendelkező magyar bíróságoknak vetik alá magukat.

VII.9. A jelen szerződésre a magyar jog irányadó ideértve a hatályos magyar közbeszerzési jogszabályok és a Polgári Törvénykönyv kötelező rendelkezéseit is. A jelen szerződés egymásnak mindenben megfelelő magyar és angol nyelvű változatban készült. A magyar és az angol változat közötti bármely eltérés vagy ellentmondás esetén a szerződés angol nyelvű változata az irányadó.

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

Jelen szerződés ³ 4, egymással mindenben megegyező magyar és angol nyelvű példányban készült, amelyből 1 példány a Szolgáltatónál, 2 példány pedig az Előfizetőnél marad.

Budapest, 2026. 02. 16.


.....
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

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 including the legally binding provisions of the Hungarian Public Procurement Act and the Civil Code of Republic of Hungary. This contract has been prepared in a Hungarian and an English version fully corresponding to each other. In case of any differences or discrepancies between the two versions, the English version shall prevail.

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

This contract has been signed in ³ 4 corresponding bilingual copies, of which 1 copy is left to the Supplier and 2 copies are left to the Subscriber.

München, ^{20.02.2026} 20.02.2026


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

Appendices:
Appendix 1: Subscribed Product
Appendix 2: Licence Agreement

Mellékletek:

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

- Appendix 3: List of Consortium Member Institutions
Appendix 4: Tender documentation
Appendix 5: Open Access

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

SAGE Journals

Részletes címlista / title list:

<https://eisz.mtak.hu/index.php/hu/adatbazisok/2026-evi-adatbazisok.html#sage>

Előfizetett termék / Subscribed Product	Előfizetési időszak / Subscription period	Elérés / Access	Előfizetési díj / Licence Fee
Sage Journals – Humanitites & Social Sciences (HSS) Package Reading fee	2026	https://uk.sagepub.com/en-gb/eur/journals	100 143 GBP
Sage Journals – Humanitites & Social Sciences (HSS) Package Publishing fee	2026		1 926 GBP
Sage Journals – Premier Package Reading fee	2026	https://uk.sagepub.com/en-gb/eur/journals	116 405 GBP
Sage Journals – Premier Package Publishing fee	2026		2 239 GBP
Sage Journals – Science, Technology & Medicine (STM) Package Reading fee	2026	https://uk.sagepub.com/en-gb/eur/journals	32 607 GBP
Sage Journals – Science, Technology & Medicine (STM) Package Publishing fee	2026		627 GBP
Sage Research Methods	2026	http://methods.sagepub.com/About	5 620 GBP
		Total	259 567 GBP

2. számú melléklet / Appendix 2.
SZOLGÁLTATÓ LICENC SZERZŐDÉSE / SUPPLIER'S LICENCE AGREEMENT

MASTER LICENSE AGREEMENT

Sage PUBLICATIONS, Ltd.

and
EISZ

Recitals

A. WHEREAS, Sage holds a copyright and/or license to the Product (as defined below) and Customer desires to purchase and/or subscribe to the Product with rights to access and use the Product pursuant to the terms and conditions herein and in the attached applicable Exhibits and Schedules that detail the terms and conditions for each specific Product offered by Sage (examples of which are attached hereto) that are executed from time to time by the Parties in connection therewith;

B. WHEREAS, Customer's purchase of the Product shall entitle Authorized Users (as defined below) certain rights to access and use the Product pursuant to the terms and conditions herein and in the applicable Exhibits and Schedules that are executed from time to time by the Parties in connection therewith; and

C. WHEREAS, each Institution (as defined below) that desires to obtain certain rights to access and use the Product hereby agrees to be bound by and comply with the specific terms and conditions applicable to the Product as set forth herein and in the applicable Exhibits and Schedules that are issued and executed hereunder from time to time by the Parties in connection therewith.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Definitions

The following terms shall have the following meanings:

"Authorized Users" shall mean individuals who are authorized by an Institution (as defined below), to access the Institution's information services whether on-site or off-site via Secure Authentication, including via institutional proxy server, and who are affiliated to the Institution as a current student (undergraduates and postgraduates), teaching, research, or clinical faculty, member of staff (whether on a permanent or temporary basis), alumni, or contractor of the Institution. Persons who are not a current student, member of staff or a contractor of the Institution, but who are permitted to access the Institution's information services from computer terminals or other devices within the physical premises of the Institution ("Walk-In Users") are also deemed to be Authorized Users, only for the time they are within the physical premises of the Institution. Walk-In Users may not be given means to access the Product when they are not within the physical premises of the Institution.

“Commercial Use” shall mean use for the purpose of monetary reward (whether by or for the Customer or an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Product. For the avoidance of doubt, neither recovery of direct cost by the Customer from Authorized Users, nor use by the Customer or Authorized Users of the Product in the course of research funded by a commercial organization shall be deemed to constitute Commercial Use.

“Educational Purposes” shall mean for the purpose of education, teaching, distance learning, private study and/or research as described in Section V below.

“Eligible Corresponding Authors” shall mean teaching and research staff employed by or otherwise accredited to the Institution as well as students enrolled or accredited to the Institution who are also the corresponding author of an article published in an Offered Title.

In case of articles published by multiple authors, only the corresponding author will be the Eligible Corresponding Author.

It is not permitted to change the corresponding author of an article after peer review from an in-eligible author to one accredited to the Institution to qualify as eligible.

Authors are only Eligible Corresponding Authors once they have signed the then current open access publishing agreement with Sage.

“Eligible Articles (Hybrid)” shall mean:

Articles with an Eligible Corresponding Author and entered into Sage’s production system, for a Hybrid Journal that is part of the Licensed Materials for Hybrid Open Access Publishing (as detailed in Schedule 2: part B) and are classified as “Article”. “Article” includes but not limited to: Original Research Papers, Review Papers, Brief Communications, Short Reports, Case Reports.

Articles entering Sage’s production system after commencement of this agreement and during the term of this agreement.

Articles published as part of commercially sponsored supplements, errata, book reviews, editorials, published abstracts, call for papers, news items or similar are excluded from this service.

Articles already in the Sage production system at commencement of this agreement and articles entering the Sage production system outside the term of this agreement are excluded from this service.

“Exhibit(s)” shall mean the Exhibits attached hereto and incorporated herein that identify and describe the various Product(s) purchased and/or subscribed to and set forth the additional terms and conditions applicable to such Product(s).

“Fees” shall mean the fees as set out in the applicable Exhibit(s) and ***Schedule 2*** issued and executed hereunder.

“Funder” shall mean the body or bodies (if any) under whose funding terms the article or other relevant content was prepared, or the work on which it is based was carried out.

“Hybrid Journal” shall mean a journal title in which articles that are not Open Access Articles are published in the same issue as Open Access Articles.

“Institutional System” shall mean a system, such as an institutional repository or current research information system (CRIS), which an Institution uses to collect, store or make publicly available, research outputs and information relating to research outputs.

“Institutions” shall mean Customer’s Institutions, as applicable, identified on the applicable Exhibits and Schedules issued and executed hereunder.

“Intellectual Property Rights” shall mean patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

“License” shall mean the non-exclusive, non-transferable right to access and use the Product pursuant to the specific terms and conditions set forth in this Agreement and the applicable Exhibit(s) and Schedules attached hereto and issued and executed hereunder.

“Licensed Material” shall mean the materials that are subject to this Agreement, the Exhibits and Schedules issued and executed hereunder and shall consist solely of the electronic information published by Sage.

“Open Access Article” shall mean articles or other published content that is accessible or submitted on the basis that it will be accessible on an open access basis.

“Open Access Material” shall mean an article or other published content that is accessible or submitted on the basis that it will be accessible, on an open access basis.

“Product” shall mean the Product, Licensed Materials and/or information contained therein that are subject to this Agreement, the Exhibits and Schedules attached hereto and issued hereunder.

“Product Initial Term” shall mean the timeframe for the effective dates of the Agreement and Exhibits and Schedules related to the Product and the timeframe for hosting services.

“Reasonable Amount” shall mean not more than ten percent (10%) of any individual book or journal issue where these are included in a database, and not more than five percent (5%) of the total database content.

“Schedule(s)” shall mean the Schedules, issued and executed hereunder that provide additional details relating to the Product.

“Secure Authentication” shall mean access to the Product by Internet Protocol (“IP”) ranges, including via institutional proxy server, or by another means of authentication agreed between Sage and Customer or the Institutions (if applicable) from time to time.

“Transfer Subscription” shall mean any bona-fide single-title journal subscription the Customer held with the former publisher in the year preceding the transfer.

II. Grant of License

Sage hereby grants the License to use the Product pursuant to the terms of this Agreement and the applicable Exhibit(s) and Schedules issued and executed hereunder.

III. Proprietary Rights in the Product

On its own behalf and on behalf of the Institutions and Authorized Users, Customer acknowledges and agrees that (i) the Product and the Intellectual Property Rights are proprietary to Sage, (ii) the Product and the Intellectual Property Rights shall remain the exclusive property of Sage, and (iii) the Customer, the Institutions and the Authorized Users shall have no rights in or to the Product and the Intellectual Property Rights other than as set forth herein. The Product is copyrighted by Sage or third parties and all rights are reserved by Sage except as set forth in this Agreement. Neither Customer nor the Institutions shall duplicate, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the Product or the materials and/or information contained therein, in any form or medium, to any third party other than Authorized Users or as otherwise specifically authorized by this Agreement.

IV. Fees

Customer shall be invoiced for the Product and shall be liable for payment of the Fees as set forth in the attached Exhibit(s) and Schedules issued and executed hereunder as set forth therein.

All Fees shall be due and payable by Customer within thirty (30) days from the date of invoice.

Fees for purchased Product are non-refundable.

V. Authorized Use of Product

Except as otherwise set forth in any specific Exhibit, Customer, the Institutions and Authorized Users may use the Product for Educational Purposes as follows:

Analysis. Authorized Users shall be permitted to extract or use information contained in the Product for Educational Purposes, including, but not limited to, text and data mining, extraction and manipulation of information for the purposes of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs. Customer, the Institutions and Authorized Users may use a Reasonable Amount of the Product in the preparation of course packs or other educational materials.

Digital Copy. Customer, the Institutions and Authorized Users may download and digitally copy a Reasonable Amount of the Product.

Display. Customer, the Participating Institutions and Authorized Users shall have the right to electronically display the Product to the extent necessary to further the intent and purpose of this Agreement.

Electronic Reserve. Customer, the Institutions and Authorized Users may use a Reasonable Amount of the Product in connection with specific courses of instruction offered by Customer.

Inter-Library Loan. The Customer and the Institutions shall be permitted to fulfill requests from other academic institutions, a practice commonly called Inter-Library Loan ("ILL") in print format or by secure electronic transmission including individual chapters or whole ebooks from the Licensed Materials (including a single file created by the lending

library from the chapter pdfs that comprise a given title) for scholarly, personal, educational, or scientific research or professional use, but in no case for resale or other Commercial Use, and provided that the relevant copyright notices and appropriate credit information are also transmitted. Customer and the Institutions shall fulfill such requests in compliance with the Copyright, Designs and Patents Act 1988 Ch. 48, s. 41 (Eng.), as amended by European Directive 2003, and any other applicable law relating to the physical and digital reproduction and distribution by Libraries of copyrighted works.

The electronic form of the Product may be used as a source for ILL. Secure electronic transmission as used by Ariel or Prospero or another approved technology to fulfill ILL requests shall be permitted and fulfillment of Loansome DocR service requests shall be permitted. Customer and the Institutions shall include copyright notices on all ILL transmissions. Notwithstanding anything herein to the contrary, in no event shall any non-secure electronic transmission of files be permitted.

Print Copy. Customer, the Institutions and Authorized Users may print a Reasonable Amount of a Product.

Recover Copying Costs. Customer and the Institutions may charge a reasonable fee to cover costs of copying or printing portions of Product for Authorized Users.

Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, Reasonable Amounts of the Product for personal use, professional use or Educational Purposes but in no event for Commercial Use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Product in the Authorized User's own scientific, scholarly and educational works.

Text Mining. Authorized Users may use the licensed material to perform and engage in Text Mining /data mining activities for legitimate academic research and other Educational Purposes. Those uses beyond educational use shall require Sage's permission.

VI. Restrictions On Use

Except as provided herein, the Customer, Institutions and Authorized Users shall not use, alter, decompile, modify, display or distribute the Product as follows:

Alter Identification. Remove, obscure or modify copyright notices, text acknowledging, attributions or other means of identification or disclaimers as they appear.

Alter Product. Alter, decompile, adapt or modify the Product, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Agreement. Alteration of words or their order is strictly prohibited.

Commercial Use. No Commercial Use of the Product shall be permitted unless the Customer, Institution or an Authorized User has been granted prior written consent by an authorized representative of Sage. Use of all or any part of the Product for any Commercial Use or for any purpose other than Educational Purposes is strictly prohibited.

Distribution. Display or distribute any part of the Product on any electronic network, including without limitation, the Internet, and any other distribution medium now in existence or hereinafter created, other than by a Secure Authentication; print and distribute any portion(s) of the Product to persons or entities other than the Customer, Institution or Authorized Users.

VII. Confidentiality

Customer agrees that, except with the prior written consent of an authorized representative of Sage, or as required by law or compelled by legal process, it may only disclose the terms of this Agreement and any personal data provided hereunder to those who shall agree to maintain said terms as confidential and only share such information with those who have a legitimate business purpose to receive such information. In the event Customer or any of its authorized representatives or agents are required by law or compelled by legal process to disclose the terms of this Agreement to third-parties other than the Institutions, it shall provide Sage with prompt written notice of such requirement prior to the actual disclosure so that Sage may seek an appropriate protective order.

Notwithstanding anything herein to the contrary, in no event shall Customer disclose to anyone any of the access codes, passwords, or any other access information provided to Customer by Sage to enable Customer to access and use the Products, and Customer hereby agrees to treat all such information as strictly confidential at all times. Customer acknowledges and agrees it has a duty to protect and safeguard Sage's confidential information from unauthorized use and accordingly agrees to provide an adequate level of protection and to employ an appropriate security measures at all times in compliance with all applicable laws.

VIII. No Warranties/Compliance with Laws

SAGE IS PROVIDING THE PRODUCT AND THE SAGE PLATFORM IN AN "AS IS" CONDITION. SAGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR THE SAGE PLATFORM INCLUDING, WITHOUT LIMITATION, THE USE OR RESULTS TO BE OBTAINED FROM USING THE PRODUCT OR THE SAGE PLATFORM.

CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH ANY AND ALL APPLICABLE RULES, LAWS AND REGULATIONS, COURT OR ADMINISTRATIVE ORDERS OR DECREES OF ANY FEDERAL, PROVINCIAL, LOCAL OR OTHER GOVERNMENTAL UNIT WHICH HAS JURISDICTION IN SUCH CIRCUMSTANCES INCLUDING THOSE CONCERNING DATA PROTECTION, OR PRIVACY INCLUDING, WITHOUT LIMITATION, THE EUROPEAN GENERAL DATA PROTECTION REGULATION ("GDPR"), AND THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)..

IX. Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF THE PARTIES SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PRODUCT AND/OR THE SAGE PLATFORM (EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN ADDITION, NONE OF THE PARTIES SHALL BE LIABLE FOR ANY DAMAGES OR LIABILITY THAT RESULT OR ARISE FROM THE RESULTS OF CUSTOMER'S USE OR INABILITY TO USE THE PRODUCT AND/OR THE SAGE PLATFORM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. BUT, TO THE EXTENT THE FOREGOING LIMITATIONS OF LIABILITY ARE, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF EITHER OF THE PARTIES FOR ANY REASON AND UPON ANY CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCT AND/OR THE SAGE PLATFORM OR THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES ACTUALLY INCURRED UP TO THE FEES PAID BY CUSTOMER FOR THE PRODUCT AND ACCESS TO THE SAGE PLATFORM WITHIN THE TWELVE MONTH PERIOD PRECEDING CUSTOMER'S ASSERTION OF LIABILITY.

X. System Requirements

Customer acknowledges that there are certain system requirements that are necessary in order to use the Product which may be modified from time to time by Sage during the Term (as defined in Section XII below) of this Agreement, and Customer and the Institutions are financially and technically responsible for ensuring that these requirements are met. As of the date of this Agreement, the system requirements are: (a) full access to the Internet (TCP/IP) and (b) a World Wide Web browser. As of the date of this Agreement, the Product will operate optimally on the following browsers:

For Mac: The latest versions of Safari, Firefox and Google Chrome.and

For Windows: The latest versions of Microsoft Edge, Firefox, and Google Chrome

As of the date of this Agreement, other suitable browsers should include support for HTML 4.0, XHTML 1.0, and CSS 1 (Cascading Style-sheets). Use of the Administrative Profile Module requires support for Javascript 1.5. Sage recommends using the most current browsers available or other technologies as updated from time to time that can be found in the administrator area of the applicable Sage platform.

XI. Force Majeure

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either party is prevented due to an event of war, terrorism, government regulation or order, travel advisories or bans, national emergencies, epidemics, pandemics, disasters, civil disorders, acts of God, or any other event beyond the reasonable control of a party which would render the party's performance impossible or impractical, such affected party shall be excused and shall not be deemed in breach to the other party for failure or delay in performance of its obligations under this Agreement.

XII. Term and Termination

This Agreement shall commence on the Effective Date and shall remain in effect unless and until terminated as permitted herein (the "Term"). Notwithstanding the foregoing, each Exhibit and Schedule attached hereto shall define the term of the license to access and use the Product and/or the Sage platform described in such Exhibit and Schedule which may extend beyond the Term of this Agreement in which case the terms and conditions of this Agreement will survive and continue through the expiration date of each respective Exhibit and Schedule.

Customer is responsible for ensuring that each Institution complies at all times with the terms of this Agreement and any Exhibit(s) and Schedule(s) issued and executed hereunder. Sage may terminate this Agreement if Customer or any Institution or Authorized User violates any of the terms and conditions set forth herein or in any Exhibit or Schedule(s) issued and executed hereunder.

Sage may terminate access and use to a particular Institution if it or one of its Authorized Users violates any of the terms and conditions set forth herein or in any Exhibit or Schedule(s) issued and executed hereunder. Any Institution that has had its License terminated due to breach shall not be entitled to receive or access the Product or any portion thereof and/or the Sage platform after such termination. Termination of access and use with regard to one Institution shall not affect the rights of any other Institution or Authorized User whose access and use has not been terminated, to continue to have access and use of the Product and/or the Sage platform hereunder.

XIII. Governing Law and dispute resolution

The arbitrator shall apply the substantive law of England and Wales applicable to the claims asserted. The arbitrator shall determine how the fees will be allocated between the parties and may award the prevailing party all or part of its costs and reasonable attorney fees. The arbitration award shall be final and binding on the parties and judgment upon any award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the Parties specifically reserve the right to seek provisional remedies or injunctive relief or other equitable remedy in a court of competent jurisdiction without waiving any right to arbitration.

XIV. Entire Agreement

This Agreement along with the attached Exhibits and Schedules issued and executed hereunder constitute the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written, except in the case of past purchases (as documented in prior agreements) that grant perpetual rights (as set forth in prior agreements) via prior agreements, exhibits or amendments, in which case the terms of those prior documents still apply and be controlling. In the event of a conflict between a provision of this Agreement and an Exhibit or Schedule the specific provision of this Agreement shall govern unless expressly stated to the contrary in the Exhibit and Schedule.

XV. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of all the Parties hereto.

XVI. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XVII. Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XVIII. Consent for Commercial Electronic Messages (As Required by Canadian Anti-Spam Legislation)

Customer hereby provides its express consent for Sage, its affiliates and their respective designees to contact Customer (including, without limitation, its personnel and other contacts made by Sage during the course of its business dealings with Customer) in connection with this Agreement and/or in connection with any promotional, marketing, sales and/or any other business communication, correspondence or matters related to Sage or its affiliates. Customer understands that such consent may be withdrawn by Customer at a later time. This clause shall survive expiration or earlier termination of this Agreement.

XIX. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. Either party may from time to time change its notice address by written notice to the other party.

If to Sage:

Sage Publications, Ltd.

1 Olivers Yard, 55 City Road

London, EC1Y1SP, UK

Attention: Mark Walford

VP, Rights & Business Development, Editorial, Open Access

If to Customer:

Electronic Information Services National Programme (EISZ)

Library and Information Centre of the Hungarian Academy of Sciences

Arany János u. 1

Budapest

1051

XX. Assignment

Customer shall not assign its rights and duties under this Agreement without the prior written consent of Sage which shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

XXI. Surviving Obligations

The Parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement including, without limitation, Sections II, IV, V, VI, VII, VIII, IX, XII, XIII, XIV, XVII, and XVIII herein, shall survive such expiration or termination of this Agreement as required herein or in the applicable Exhibit(s), Schedules or other documentation issued and executed hereunder.

XXII. Electronic Signature Authorization

Customer and Sage agree that this transaction may be conducted by electronic means and the Parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. Customer is not required to conduct this transaction by electronic means or use an electronic signature, but if he/she/it does so, then his/her/its authorization is hereby given pursuant to this Section.

XXIII. Counterparts

This Agreement may be executed in counterparts, which together constitute one and the same agreement. If a party sends a signed copy of this Agreement via digital transmission, such party, will upon request by the other party, provide an originally signed copy of this Agreement.

XXIV. Accessibility

Sage shall comply, with exceptions, with the Americans with Disabilities Act (ADA) by supporting select assistive software or devices in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (<http://www.w3.org/WAI/guid-tech.html>). Sage shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Sage shall provide to the Customer any existing current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate level of compliance with accessibility standards (<https://www.itic.org/policy/accessibility>). If the product does not comply, Sage shall at its sole discretion take commercially reasonable measures to adapt the Licensed Materials in a timely manner and at no cost to the Customer in order to comply with applicable law. Nothing in this Agreement shall limit the Customer or any Authorized User from making lawful, noninfringing uses to facilitate access to the Licensed Materials by Authorized Users who have disabilities. For the avoidance of doubt, Sage authorizes such uses.

XXV. Non-Discrimination, Diversity, Equity, & Inclusion

Sage and Licensee mutually agree to work together and take steps to support, promote, and achieve equity, diversity, and inclusion and practice non-discrimination when conducting business for the benefit of the greater global research and scholarly publishing community

XXVI. Open Access Publishing Rights

In consideration for Sage agreeing to permit Eligible Corresponding Authors to publish Eligible Articles (Hybrid) as Open Access Material in the Offered Hybrid OA Titles listed in Schedule X:B on the basis of the terms of this Licence, the Customer agrees to pay the License Fee.

Sage agrees to publish the Eligible Articles (Hybrid) as Open Access Material in accordance with the provisions of Licence Schedule Y.

The Customer agrees to inform Eligible Corresponding Authors that this Licence is in place and that their Eligible Articles (Hybrid) can be made Open Access Material on acceptance in the Hybrid Journals listed in Schedule X (b).

The Customer shall ensure that Eligible Corresponding Authors shall identify themselves as being eligible in the course of Sage's publishing workflow as specified in Licence Schedule Y.

The Customer shall ensure that Sage is provided with accurate and up to date information for use in identifying Eligible Corresponding Authors as specified in License Schedule Y

All parties acknowledge that while the Customer has financial obligations toward Sage, that the Customer is in no way involved with the editorial process.

Nothing herein contained shall oblige Sage to publish any article submitted to Sage by an Eligible Corresponding Author. The Customer acknowledges that the selection of material to be published on the Sage Platform is entirely at the discretion of Sage. The Customer waives any claim it may have against Sage in the event that Sage refuses or declines to publish any material (or part thereof) submitted by an Eligible Corresponding Author.

Exhibit 1
applicable to the following products:

SAGE RESEARCH METHODS PRODUCT

SUBSCRIPTION TERMS AND CONDITIONS

A. GRANT OF LICENSE

Sage hereby grants to Customer on its own behalf, and on behalf of the Institutions, a non-exclusive right to use the Product in a manner consistent with the Agreement and this Exhibit. Such use shall be in accordance with the provisions of the Agreement and this Exhibit and any Schedules or other documentation issued in relation thereto, which provisions shall survive any termination of the Agreement.

Customer has access to content as stated herein Section E: FEES.

B. ACCESS AND USE

This Exhibit shall be in effect for the dates stated in Section E: Fees (the "Product Initial Term"). Access to the content shall be provided as described in section D: PRODUCTS provided that the Customer pays all Product Fees due under the Agreement and this Exhibit.

This Exhibit shall be **automatically renewed** for successive one-year periods (each a "Product Renewal Term"), on the same terms, on receipt of payment of the renewal access fee from the Customer, unless terminated by either party upon thirty (30) days' notice to the other party. The Product Initial Term and any Product Renewal Term shall collectively be referred to herein as the "Product Term". On completion of the Product Term, Sage's obligations set forth in the Agreement and this Exhibit shall automatically cease.

The License granted herein shall be extended to the Authorized Users of Customer. The Product(s) may be networked to the agreed registered IP address(es) as listed in *Schedule 1*, attached hereto and incorporated herein by this reference, throughout the geographic areas of Customer as applicable, and may also be made available remotely to Authorized Users through secure access procedures established by Customer.

For as long as Sage provides a service of hosting the Product(s), and subject to payment by Customer of all Fees due under the Agreement and this Exhibit, the Customer and Authorized Users shall have unlimited access to the Product(s), 24 hours/day, seven days/week subject to the terms of the Agreement and this Exhibit. Notwithstanding the foregoing, Sage reserves the right to interrupt the Hosting Service without prior notice to resolve any technical issues that may arise at any time as determined in Sage's sole and absolute discretion.

In the event Sage removes any content from the Product(s), Sage may, at its sole discretion, replace such removed content with similar content which shall be selected by Sage at its sole discretion.

Notwithstanding the foregoing, the Parties may terminate this Exhibit as follows:

1. Either party may terminate upon thirty (30) days' written notice prior to the end of any Product Term (i.e., the Product Initial Term or any Product Renewal Term); and
2. Sage may terminate if payment for any Term is not received within thirty (30) days of the date of invoice.

Sage may cancel this Agreement if Customer violates any of the terms and conditions set forth herein. Any Customer that has had its subscription cancelled due to breach shall not be entitled to access the Products or any portion thereof after such cancellation.

Notwithstanding anything herein to the contrary, upon expiration or termination of the Agreement or this Exhibit, Customer's right to access and use the Product(s) and/or the Sage platform as set forth herein shall immediately cease and for the avoidance of doubt, Customer will have no right to continued and/or perpetual access or use of the Product(s) and/or the Sage platform.

C. PRODUCTS

The Products governed by this Exhibit are as set forth at:

Sage Research Methods: methods.sagepub.com/core

of which the content therein may be modified from time to time by Sage in its sole discretion.

Exhibit 2
applicable to the following products:

SAGE PREMIER PRODUCT

SAGE HSS PACKAGES PRODUCT

SAGE STM PACKAGES PRODUCT

SUBSCRIPTION TERMS AND CONDITIONS

A. GRANT OF LICENSE

Sage hereby grants to Customer on its own behalf, and on behalf of the Institutions, non-exclusive perpetual and complimentary rights to use the Product in a manner consistent with the Agreement and this Exhibit. Such use shall be in accordance with the provisions of the Agreement and this Exhibit, which provisions shall survive any termination of the Agreement.

Notwithstanding Sage Deep Backfile Lease Products, Customer has access to content as stated in section E: FEES. Customer has perpetual access to the content published during the Term as set forth below. Customer has complimentary access to published content back to 1999 during the subscription term.

B. ACCESS AND USE

This Exhibit shall be in effect for the dates stated in Section E: Fees (the "Term"). Access to the content shall be provided as described in section D: PRODUCTS provided that the Customer pays all Product Fees due under the Agreement and this Exhibit.

Sage Premier Model: The *Sage Premier Upgrading Model* offers Customer access to all Sage Journal titles that are part of the current year's Sage Premier offer, including all titles which are added to the published Sage Premier list (new titles added in January of each year) for the duration (term) of the Agreement.

Maintenance of Subscriptions: With the maintained deal model, Customer shall be required to maintain Existing Holdings listed in *Schedule 2* attached hereto and incorporated herein by this reference, for the duration (term) of the Agreement.

Titles which cease to be published by Sage during the term of this Agreement shall cease to be included in the list of titles included in the agreement from the time at which they cease to be published by Sage.

Transferring titles: For titles transferring to Sage from other publishers during the term of the agreement, Customer will be required to maintain, at Sage's list price, any bona-fide single title subscriptions the Customer held with the former publisher in the year preceding the transfer ("Transfer Subscriptions").

For the avoidance of doubt, this includes all institutional rate subscriptions, regardless of: format, where the subscription is held (e.g. central library, departmental library, campus library, department or any other part of the Customer), or if a duplicate. This also includes any subscriptions that were held singly in the past, but were cancelled and the costs migrated to form part of the preceding publisher's "big deal" agreement. Individual rate subscriptions held by Authorised Users of the Customer will NOT be included. If the Customer gained access to a transferring title through a package, without any previous subscription being cancelled and the costs migrated to form part of the preceding publisher's "big deal" agreement, Customer will not be required to maintain any single subscription to the transferring title.

Sage will agree this list of titles with the Customer on an annual basis and the cost of these titles, at list rate, will be added to the Product Fees due under this Agreement and this Exhibit. For the avoidance of doubt, this cost will include all institutional rate subscriptions, regardless of: format, where the subscription is held (e.g. central library, departmental library, campus library, department or any other part of the Customer), or if a duplicate. This also includes any subscriptions that were held singly in the past, but were cancelled and the costs migrated to form part of the preceding publisher's "big deal" agreement. Individual rate subscriptions held by Authorised Users of the Customer will NOT be included. If the Customer gained access to a transferring title through a package, without any previous subscription being cancelled and the costs migrated to form part of the preceding publisher's "big deal" agreement, Customer will not be required to pay additional costs for the transferring title.

Deep Backfile Lease:

The *Sage Deep Backfile* lease offers Customer access to Sage journal titles as listed in **Schedule 3**, attached hereto and incorporated herein by this reference, for the duration (term) of the Agreement.

The License granted herein shall be extended to the Authorized Users of Customer. The Product(s) may be networked to the agreed registered IP address(es) as listed in **Schedule 1**, attached hereto and incorporated herein by this reference, throughout the geographic areas of Customer as applicable, and may also be made available remotely to Authorized Users through secure access procedures established by Customer.

For as long as Sage provides a service of hosting the Product(s), and subject to payment by Customer of all Fees due under the Agreement and this Exhibit, the Customer and Authorized Users shall have unlimited access to the Product(s), 24 hours/day, seven days/week subject to the terms of the Agreement and this Exhibit. Notwithstanding the foregoing, Sage reserves the right to interrupt the Hosting service without prior notice to resolve any technical issues that may arise at any time as determined in Sage's sole and absolute discretion.

In the event that Sage cannot provide access, Sage shall ensure that the Customer has access to the perpetual content by providing it in digital format for the Customer to locally host or Sage shall make arrangements for the Customer to have access to the perpetual content via a third party archiving organization such as Portico or CLOCKSS. Upon written request by Customer at any time, Sage shall supply Customer with a digital copy of the Product(s)' perpetual content in a form and format designated by Sage. Customer acknowledges and agrees that in the event of such self-hosting or third-party hosting, Customer's perpetual use of the Product(s) shall continue to be governed by the terms of the Agreement. Sage will exercise reasonable efforts to retain content from loss of licensing so as to provide access to

perpetually owned content or Sage will inform subsequent publishers of Customer's content rights, but Sage makes no guarantee in relation thereto.

Notwithstanding anything herein to the contrary, in the event that Sage loses the right to license any of the content comprising the Product during the term of the Agreement or this Exhibit in an amount that equates to 5% or more of the total net number of titles initially included in the Product under the Agreement, Sage will provide Customer with a pro-rata adjustment to the pricing reflected herein an amount that will reflect the reduction of the net adjusted number of titles that remain in the content comprising the Product compared with the net number of titles initially included in the Product under the Agreement. Sage will exercise reasonable efforts to retain content from loss of licensing so as to provide access to perpetually owned content or Sage will inform subsequent publishers of Customer's content rights, but Sage makes no guarantee in relation thereto.

Sage may cancel this Agreement if Customer violates any of the terms and conditions set forth herein. Any Customer that has had its subscription cancelled due to breach shall not be entitled to access the Products or any portion thereof after such cancellation.

Notwithstanding the foregoing, Sage acknowledges and agrees that a Customer may cancel its subscription after the first year due to non-availability of funds for the subsequent years during the Term. In the event of a Customer's expressed intent to cancel, Customer shall provide to Sage ninety (90) days written of such intent prior to the actual date of cancellation.

Notwithstanding anything herein to the contrary, upon expiration or termination of this Exhibit, Customer's right to access the complimentary content shall immediately cease.

In the event Customer wishes to obtain print access to any of the Product, Sage will offer a *Deep Discount Price* of 75% off published list prices, referred to as 'combined price' on the Sage price list. The *Deep Discount Price* does not apply to Existing Holdings as listed in *Schedule 2* or Transfer Subscriptions as defined above. In order to receive this Deep Discount rate, the Customer must notify Sage or the Customer's preferred agent of its interest, and provide a complete list of all titles that it wishes to receive.

D. PRODUCTS

The Products governed by this Exhibit are as set forth at:

Sage Journals: journals.sagepub.com

of which the content therein may be modified from time to time by Sage in its sole discretion.

SCHEDULE 3 TO THE EXHIBIT

PRODUCT TITLE LISTS

<https://www.sagepub.com/journals/information-for-librarians/journals-packages>

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

Sage Journals – Premier Package

	Institution (Hungarian)	Institution (English)
1	Miskolci Egyetem	University of Miskolc
2	Nemzeti Közsolgálati Egyetem	Ludovika University of Public Service
3	Neumann János Egyetem	John von Neumann University
4	Pécsi Tudományegyetem	University of Pécs
5	Szegedi Tudományegyetem	University of Szeged

Sage Journals – Humanities & Social Sciences (HSS) Package

	Institution (Hungarian)	Institution (English)
1	Budapesti Corvinus Egyetem	Corvinus University of Budapest
2	ELTE Társadalomtudományi Kutatóközpont	ELTE Centre for Social Sciences
3	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
4	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium
5	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design
6	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University

Sage Journals – Science, Technology & Medicine (STM) Package

	Institution (Hungarian)	Institution (English)
1	Debreceni Egyetem	University of Debrecen
2	Semmelweis Egyetem	Semmelweis University

Sage Research Methods

	Institution (Hungarian)	Institution (English)
1	Budapesti Corvinus Egyetem	Corvinus University of Budapest

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

Hivatkozással jelen megállapodás V.10. pontjára Szolgáltató nyílt hozzáférésű megjelenést kínál az előfizető intézményekben affiliációval rendelkező szerzők számára az Előfizetett terméket alkotó tudományos folyóiratokban.

A felek megállapodnak abban, hogy a megállapodásban részt vevő tagintézmények valamennyi levelező szerzője a SAGE folyóiratcsomag és a SAGE Choice (hibrid előfizetéses) folyóiratok aktuális évi változatában a cikkeik 100%-át Sage Choice Hybrid Open Access néven, ingyenesen közzéteheti.

With reference to point V.10. of the present agreement, Supplier offers an open access option in scientific journals within the Subscribed Products to the Authors affiliated at one of the Consortium Member Institutions.

Parties agree that all corresponding authors at member institutions participating in the agreement will be able to publish 100% of their articles as Sage Choice Hybrid Open Access, for free, in their current year's version of the SAGE journal package & SAGE Choice (Hybrid subscription) journals.

Formátum követelmények:

- a tudományos közleményeknek a Creative Commons CC-BY vagy CC-BY-NC licenc alatt kell megjelenniük,
- a szerző köteles feltüntetni, hogy közleménye jelen megállapodás alapján jelent meg

Format requirements:

- scientific articles have to be published under the Creative Commons CC-BY or CC-BY-NC license,
- it has to be clearly indicated in the articles that they are published based on the present agreement

SCHEDULE Y: OPEN ACCESS WORKFLOW

- 1 Workflow: Eligible Corresponding Author identification
- a) During the submission of the article, the submitting author is responsible for correctly identifying the Institutional affiliation of all authors, to identify the corresponding author and to provide institutional email addresses. When entering an institutional affiliation Sage provides the author with suggested matches during this process. The author is responsible for selecting the appropriate match.
 - b) In the event of no match being found, Sage will attempt to identify an Eligible Corresponding Author using the corresponding author's email address domain.
 - c) Sage will use this match to identify an Eligible Corresponding Author as an Authorised User of the Customer using RinggoldID matches.
 - d) The Customer is responsible for providing and updating the list of applicable Ringgold IDs for Sage to use in matching. The Customer is responsible for ensuring the list of applicable RingGold IDs covers only affiliations where all authors at the affiliation are also teaching and research staff employed by or otherwise accredited to the Customer as well as students enrolled or accredited to the Customer.
 - e) The Customer is responsible for providing and updating the list of applicable email domains for Sage to use in matching.
 - F) If the author was not identified as eligible due to incomplete, inaccurate or conflicting affiliation data provided by the submitting author, Sage will not be required to convert the article to Open Access at a later date, but may offer to do so at Sage's sole discretion.
- 2 Workflow: Open Access publishing of Eligible Articles (Hybrid)
- a) Upon an Eligible Article (Hybrid) with an Eligible Corresponding Author entering Sage's production system all authors will be contacted by the Sage to inform them of their right to publish the Eligible Article (Hybrid) as Open Access with no direct cost.
 - b) Transacting author (who can be any of the Article authors, including the Eligible Corresponding Author) enters the Sage's open access portal and confirms acceptance of Open Access publishing for the Eligible Article (Hybrid).
 - c) Transacting author confirms their identity and the copyright ownership status of the Eligible Article (Hybrid).
 - d) Transacting author selects the appropriate CC-BY license under which their Eligible Article (Hybrid) will be published. By default, the transacting author will be offered the CC BY-NC 4.0 license. CC BY 4.0 will be offered when Sage is aware of a funder mandate that applies. CC BY-NC 4.0 will be offered when SAGE is aware that commercial sponsorship applies. Sage's open access portal will provide explanatory text alerting author to why license(s) is displayed. Author may contact Sage OA customer service if another license is required.
 - e) Transacting author digitally signs the Open Access license.
 - f) If the Transacting author rejects Open Access publishing of the Eligible Article, the Eligible Article will be published in a traditional subscription only format, not as Open Access.
 - g) If a transacting author does not respond to the Sage offer of Open Access publishing, a reminder will be sent by the Sage to all authors after 7 days.
 - h) If the transacting author does not digitally sign the Open Access license (e – above) within 14 days, the Eligible Article will be published in a traditional subscription only format, not as Open Access.

- i) Eligible Corresponding Authors who have rejected Open Access publication of their Eligible Article (Hybrid) or who have not signed the Open Access license after 14 days may contact Sage's open access customer service team to request the offer be resent at any time before article proofs have been issued. Once article proofs have been issued, the Eligible Corresponding Author may request conversion to Open Access from Sage's open access customer service team and Sage shall convert the Eligible Article (Hybrid) to an Open Access format, upon payment of a fee of £400 by the transacting author or their nominated bill-payer and upon the transacting author signing the Open Access license.

3 Open Access Reporting

- a) Consortium and Institutional reporting is available through the Sage online portal. This reporting will cover all articles that have entered production, gold and hybrid, identified to the Customer as described in 1 c) above.

Minimum standards for data provided by these reports are shown below in 4(d).

- b) Sage provides the following information as a minimum for all Manual reports and reports provided through the Online platform:

- a) name of the Corresponding Author
- b) name of the Customer
- c) funding organization (research funder) if provided by author
- d) date of acceptance of Accepted Article
- e) date of publication (once published)
- f) journal title
- g) ISSN/E-ISSN
- h) Accepted Article title
- i) article type
- j) DOI
- k) If the Transacting Author has accepted OA publishing or not
- l) Open Access License
- m) list price, discount and final prices for articles published in Gold Open Access

4 Provision of Information: Subscribing Institutions and Open Access Schemes

- a) The Sage shall provide reasonably sufficient information to enable Authorised Users to benefit from its open access schemes as described in this 0.

5 Additional Information

- a) For each Open Access Article Sage shall state the applicable Creative Commons licence. This shall include the information on which licensing terms apply to which version of the article and make the relevant Open Access Article, together with the applicable Creative Commons licence, available on the open web without any requirement for authentication in order to obtain access or to download. Each Article shall include any disclaimer or other statements required by Sage in compliance with its policies for release on the open web. Sage shall make any such policies readily and openly accessible on its website, or by other reasonable means to draw them to the attention of authors submitting any Open Access Article.

- b) Where the Funder stipulates that the assignment of specific licensing terms, such as the Creative Commons CC BY licence (current version available at: <https://creativecommons.org/licenses/by/4.0/>) the Sage shall ensure that its licensing terms are set in accordance with requirements of the funders of the academic research community and the Sage should make it clear that if an author chooses a licence other than CC-BY, the published article will not be compliant with the funder's policy and where applicable, the funder may not cover the cost of the Article Processing Charge.

