

A BMJ ADATBÁZISOKHOZ VALÓ HOZZÁFÉRÉSRE IRÁNYULÓ SZOLGÁLTATÁSI SZERZŐDÉS

SERVICE AND SUPPLY CONTRACT FOR BMJ 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: DE44 7004 0041 0272 4920 00

képviseli: Adriana Ignat

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

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.: DE44 7004 0041 0272 4920 00

represented by: Adriana Ignat

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

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 BMJ Publishing Group Limited ("BMJ") megbízottja. BMJ az Előfizetett Termékek tulajdonosa, és Szolgáltató a BMJ képviseletében köti meg a jelen szerződést.

ÉRTELMEZŐ RENDELKEZÉSEK

Előfizető intézmény

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

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 BMJ Publishing Group Limited ("BMJ"). BMJ is the owner of Subscribed Products and Supplier is entering into this agreement on BMJ behalf.

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 a 3. sz. mellékletben felsoroltak szerint.

Jogosult felhasználó

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

Napijegyes olvasó

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

Biztonságos hálózat

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

Előfizetett termék(ek)

Jelen szerződés 1. számú mellékletében meghatározott elektronikus tudományos tartalom.

I. A SZERZŐDÉS TÁRGYA

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

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

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

located in Hungary or crossborders of Hungary, joined in the EIS National Programme by concluding the Legal Frame Agreement as listed in Appendix 3.

Authorized User

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

Walk-in-User

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

Secure Network

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

Subscribed Product(s)

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

I. SUBJECT OF THE CONTRACT

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

I.2. All documents created in the course of this Public Procurement Procedure shall be construed jointly with this 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. Szolgáltató a jelen szerződés teljesítéséhez licenc szerződést kíván alkalmazni, mely a 2. számú mellékletben található.

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

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

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

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

I.7. Kapcsolattartás

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

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

II. A SZERZŐDÉS IDŐBELI HATÁLYA

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

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. The Supplier intends to apply a licence agreement relating to the performance of this contract, which can be found at Appendix 2.

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

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

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

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

I.7. Communication

Subscriber's main contact person is as follows:
name: Dóra Kalydy, deputy director general
tel. +36-1-4116292
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 2025 and regards the access to the complete and updated content of subscribed products in year 2025. The Agreement shall not be

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 fizetéseképtelenné 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: **134 517 EUR**. 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

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: **134 517 EUR**. 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

valamennyi költségét és hasznát is. Erre tekintettel Szolgáltató az itt megadott díjon felül jelen szerződés teljesítésével összefüggésben semmilyen további díjat, költséget nem jogosult Előfizető felé érvényesíteni.

IV. FIZETÉSI FELTÉTELEK

IV.1. A Szolgáltató a számlát az Előfizető által igazolt szerződésszerű teljesítést követően egy összegben, EUR pénznemben 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 és 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: Commerzbank

Bank Account No.: DE44 7004 0041 0272 4920 00

Swift Code: COBADEFFXXX

V. A SZOLGÁLTATÓ TELJESÍTÉSI KÖTELEZETTSÉGEI

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

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

Supplier. According to this the Supplier shall not be entitled to endorse any fees or charges related to the contract over the price determined in Clause III.

IV. PAYMENT TERMS

IV.1. Invoice shall be issued in EUR 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: Commerzbank

Bank Account No.: DE44 7004 0041 0272 4920 00

Swift Code: COBADEFFXXX

V. SUPPLIER'S PERFORMANCE OBLIGATIONS

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

Supplier shall provide access related to Clause I.1. within 7 days following the subscription of this contract so that within this

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 szerződészerű teljesítése érdekében. Bármilyen hozzáférési probléma megoldása a Szolgáltató kötelessége.

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

A váratlanul felmerülő elérési, hozzáférési problémák és technikai fennakadások esetén Előfizető köteles azonnal jelezni a problémát Szolgáltató felé. Szolgáltató köteles minden tőle telhetően 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:

period Supplier provides full access to the content of its database without any restrictions for the Authorized Users.

Access to the Subscribed Products shall be confirmed via Secure Network.

V.2. The Supplier herewith undertakes to instruct its employees including replacements in all necessary processes and steps so as order to assure a smooth execution of the 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% down-time 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

Technikai kapcsolattartó:
e-mail: emeasupport@bmj.com

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

V.6. Szolgáltató adatfelhasználási jelentést készít a Jogosult felhasználók tevékenységéről, és az interneten havonta elérhetővé teszi azt az Előfizető részére, mely jelentéseket Előfizető jogosult a saját honlapján közzétenni az előfizető intézmények és a fenntartó hatóságok tájékoztatása céljából. Az adatfelhasználási jelentéseknek meg kell felelniük a Counting Online Usage of NeTworked Electronic Resources (COUNTER) szabványban foglaltaknak.

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

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

V.9. Feleket a jelen szerződés hatálya alatt, különösen a tájékoztatás terén, fokozott együttműködési kötelezettség terheli. Felek kötelesek egymást haladéktalanul tájékoztatni minden olyan körülményről, mely a szerződés teljesítését érinti. Felek az értesítés elmulasztásából vagy késedelmes teljesítéséből eredő kárért teljes körű felelősséggel tartoznak.

through Friday from 0900 to 1800 CET, excluding recognized holidays) at no additional charge to the Subscriber, as follows:

Technical Helpdesk Contact:
e-mail: emeasupport@bmj.com

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. Nyílt hozzáférés: Szolgáltató nyílt hozzáférésű megjelenést kínál azoknak az Előfizető intézményeknek, akik „Read and Publish” és/vagy „Publish Upgrade(s)” opciót vásárolnak. A Szolgáltató az előfizetett termékek tudományos folyóirataiban nyílt hozzáférést kínál az Előfizető intézmények valamelyikéhez tartozó szerzők számára, amint azt a Szolgáltató licenz szerződésének 5. számú pontjának 9. szakasza rögzíti (lásd 2. számú melléklet).

Szolgáltató évente jelentést készít Előfizető számára

- az előfizetett termékben megjelent nyílt hozzáférésű opcióval közzétett cikkek számáról, valamint
- a nyílt hozzáférésű opcióval közzétett cikkek számáról és listájáról, beleértve a cikk címét, a folyóirat címét, a levelező szerző nevét, a közzététel dátumát, a DOI-t és az alkalmazott nyílt hozzáférési engedélyt.

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, háttértárakra és oktatási menedzsment rendszereibe, a felhasznált forrásanyag jogtulajdonosának pontos megjelölésével.
- nyomtatott vagy elektronikus másolatot nyújthat az Előfizetett Termékek különálló elemeiről más Jogosult Felhasználók és a jelen megállapodás körén kívül eső munkatársak részére azok tudományos munkájához vagy kutatásához; valamint
- ha a Jogosult Felhasználó könyvtáros vagy informatikus szakember, úgy más Jogosult Felhasználó kizárólagos használatára jogosult bizonyos cikkeket és könyvfejezeteket kölcsönözni.
- Adat- és szövegbányászat: automatizált eszközök és eljárások használatával adat- és szövegbányászatot folytathat tudományos, kutatási és oktatási célú szövegelemzés vonatkozásában. Az adat- és szövegbányászat eredménye mások számára elérhetővé tehető, amennyiben az nem kereskedelmi célú

V.10. Open Access Option: For those Consortium Member Institutions purchasing either ‘Read and Publish’ and/or ‘Publish Upgrade(s)’, Supplier offers an open access option in scientific journals within the Subscribed Products to the Authors affiliated at one of the Consortium Member Institutions as detailed in Appendix 5 and Section 9 of the Supplier’s terms and conditions (included at Appendix 2).

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 published under the open access option including article title, journal title, corresponding author name, publication date, DOI, and open access licence applied.

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;
- 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 for commercial use (as defined in

felhasználás (a 2. számú mellékletben közzétett licenz szerződés 4. 4. pontjában meghatározottak szerint) vagy olyan harmadik fél által használható termék létrehozása, ami helyettesítené az Előfizetett Terméket.

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

- o 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;
- o 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
- o amennyiben tudomására jut, hogy az Előfizetett Termékeket bárki engedély nélkül használja, haladéktalanul értesítse erről a Szolgáltatót, és tegye meg a szükséges intézkedéseket a jogosulatlan használat megszüntetésére, és további hasonló esetek kiküszöbölésére;
- o az Előfizetett termékek hozzáférését és használatát a Jogosult felhasználók körére korlátozza és tájékoztassa a Jogosult felhasználókat a jelen Szerződésben foglalt felhasználási korlátozásokról és azok betartásának szükségességéről;

section 4.4 of Supplier licence agreement annexed at Appendix 2) or to create a product for use by third parties that would substitute for the Subscribed Products.

- o 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.4. The Subscriber shall use reasonable efforts to:

- o 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;
- o 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
- o 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;
- o 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;

- 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 Maior: egyik fél sem köteles viselni a felelősséget a másik fél irányában olyan veszteség vagy kár miatt, amely a jelen szerződés egyes vagy valamennyi rendelkezéseinek késedelmes, vagy nem teljesítése miatt jelentkezik, feltéve, hogy a késedelem vagy nem teljesítés részben vagy egészben olyan történések, események vagy okok következménye, amelyek kívül esnek bármelyik fél tehetségén és képességén, illetve amelyre befolyása egyáltalán nincsen. Ilyen 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. 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 4, egymással mindenben megegyező magyar és angol nyelvű példányban készült, amelyből 1 példány a Szolgáltatónál, 2 példány pedig az Előfizetőnél marad.

Budapest, 2025. 03. 25.



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



.....
 pénzügyi ellenjegyző / financial countersign

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

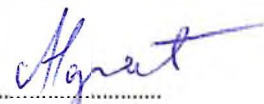
VII.8. Any dispute that may arise shall be settled in mutual agreement of both Parties. In case a dispute is not settled with one accord, it is to be solved by a competent court of justice having competence in Hungary.

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

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

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

München, 2025.03.25.



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

Mellékletek:

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

Appendices:

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

1. számú melléklet / Appendix 1.

ELŐFIZETETT TERMÉK / SUBSCRIBED PRODUCT

Előfizetett termék/ Subscribed Product	Előfizetési időszak/ Subscription period	Elérés / Access	Előfizetési díj/ Licence Fee
British Medical Journal	2025	https://www.bmj.com	1 405 EUR
BMJ Case Reports	2025	https://casereports.bmj.com	1 293 EUR
BMJ Journals Extended Collection – Read and Publish + The BMJ (read renewal) + GOLD included	2025	https://journals.bmj.com	131 819 EUR
TOTAL			134 517 EUR

A félreértések elkerülése végett minden Konzorciumi Tagintézmény csak az adott Konzorciumi Tagintézmény által kiválasztott Előfizetett Termék(ek) átvételére jogosult (a 3. mellékletben felsoroltak szerint).

For the avoidance of any doubt, each individual Consortium Member Institution shall only be entitled to receive those Subscribed Product(s) selected by that individual Consortium Member Institution (as specified in Appendix 3).

Az alábbiakban minden előfizetett termék teljes leírása található:

A description of each Subscribed Product is provided below:

British Medical Journal / The BMJ: Includes online (read-only) access to The BMJ (also known as The British Medical Journal) in 2025.

BMJ Case Reports: Includes online (read-only) access to the title BMJ Case Reports in 2025.

BMJ Journals Extended Collection – Read and Publish:

- (1) The 'read' element includes online (read-only) access in 2025 to the BMJ Journals Extended Collection, which includes the following BMJ Group titles:
- Archives of Disease in Childhood
 - Archives of Disease in Childhood: Education & Practice
 - Archives of Disease in Childhood: Fetal & Neonatal
 - BMJ Evidence-Based Medicine
 - BMJ Immunology (launching soon)
 - BMJ Innovations
 - BMJ Leader
 - BMJ Military Health
 - BMJ Quality & Safety
 - BMJ Sexual & Reproductive Health
 - BMJ Supportive & Palliative Care
 - British Journal of Ophthalmology
 - British Journal of Sports Medicine
 - Considerations in Medicine
 - Drug and Therapeutics Bulletin
 - Emergency Medicine Journal
 - European Journal of Hospital Pharmacy
 - Evidence-Based Nursing
 - Frontline Gastroenterology
 - Gut
- (2) In addition, the 'publish' element Includes access to an unlimited APC Fund which, subject to the terms and conditions of the Supplier's licence agreement annexed to Appendix 2, can be used by the Consortium Member Institution against the cost of Article Processing Charges incurred during 2025 by their Eligible Authors for the publication of their Eligible Article(s) in any of the following BMJ Group hybrid open access titles:
- Archives of Disease in Childhood
 - Archives of Disease in Childhood: Education & Practice
 - Archives of Disease in Childhood: Fetal & Neonatal
 - BMJ Evidence-Based Medicine
 - BMJ Innovations
 - BMJ Leader
 - BMJ Military Health
 - BMJ Quality & Safety
 - BMJ Sexual & Reproductive Health
 - BMJ Supportive & Palliative Care
 - British Journal of Ophthalmology
 - British Journal of Sports Medicine
 - Emergency Medicine Journal
 - European Journal of Hospital Pharmacy

- *Heart*
- *Injury Prevention*
- *Journal of Clinical Pathology*
- *Journal of Epidemiology & Community Health*
- *Journal of Medical Ethics*
- *Journal of Medical Genetics*
- *Journal of NeuroInterventional Surgery*
- *Journal of Neurology Neurosurgery & Psychiatry*
- *Medical Humanities*
- *Occupational and Environmental Medicine*
- *Practical Neurology*
- *Regional Anesthesia & Pain Medicine*
- *Sexually Transmitted Infections*
- *Thorax*
- *Tobacco Control*
- *Evidence-Based Nursing*
- *Frontline Gastroenterology*
- *Gut*
- *Heart*
- *Injury Prevention*
- *Journal of Clinical Pathology*
- *Journal of Epidemiology & Community Health*
- *Journal of Medical Ethics*
- *Journal of Medical Genetics*
- *Journal of NeuroInterventional Surgery*
- *Journal of Neurology Neurosurgery & Psychiatry*
- *Medical Humanities*
- *Occupational and Environmental Medicine*
- *Practical Neurology*
- *Regional Anesthesia & Pain Medicine*
- *Sexually Transmitted Infections*
- *Thorax*
- *Tobacco Control*

GOLD: A publication upgrade the for access to an unlimited APC Fund which, subject to the terms and conditions of the Supplier's licence agreement annexed to Appendix 2, can be used by the Consortium Member Institution against the cost of Article Processing Charges incurred during 2025 by their Eligible Authors for the publication of their Eligible Article(s) in any of the following BMJ Group fully open access titles:

- *BMJ Connections Clinical Genetics and Genomics*
- *BMJ Connections Oncology*
- *BMJ Digital Health & AI*
- *BMJ Global Health*
- *BMJ Health & Care Informatics*
- *BMJ Medicine*
- *BMJ Mental Health*
- *BMJ Neurology Open*
- *BMJ Nutrition, Prevention & Health*
- *BMJ Open*
- *BMJ Open Diabetes Research & Care*
- *BMJ Open Gastroenterology*
- *BMJ Oncology*
- *BMJ Open Ophthalmology*
- *BMJ Open Quality*
- *BMJ Open Respiratory Research*
- *BMJ Open Sport & Exercise Medicine*
- *BMJ Paediatrics Open*
- *BMJ Public Health*
- *BMJ Surgery, Interventions & Health Technologies*
- *eGastroenterology*
- *Family Medicine & Community Health*
- *General Psychiatry*
- *Gynecology and Obstetrics Clinical Medicine*
- *JME Practical Bioethics*
- *Journal for ImmunoTherapy of Cancer*
- *Lupus Science & Medicine*
- *Open Heart*
- *RMD Open*

- *Stroke & Vascular Neurology*
- *The BMJ*
- *Trauma Surgery & Acute Care Open*
- *World Journal of Pediatric Surgery*

2. számú melléklet / Appendix 2.

SZOLGÁLTATÓ LICENC SZERZŐDÉSE / SUPPLIER'S LICENCE AGREEMENT



Licence Agreement

Agreement for access to certain BMJ Group publications where the subscriber is a business, company, institution, society or other undertaking. This agreement does not apply to subscriptions purchased by individuals.

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Acceptance. By accepting your Quote, you agree to be legally bound by these terms and conditions. You will be deemed to have accepted your Quote where you indicate an intention to proceed with your Quote. This may include: where you return a signed copy of your Quote to us; where you confirm your approval of the Quote via email or verbally to our sales staff or authorised agent; where you submit a purchase order to us; or, where you request or pay our invoice (or, where applicable, our authorised agent's invoice). **If you do not agree with these terms and conditions then you should not accept our Quote and you may not access the Publications.** If you have signed an agreement with BMJ Group for the same Publications over the same Subscription Term, the terms of the signed agreement shall prevail over this Agreement where there is any conflict.

We may make changes to these terms and conditions from time to time. It is your responsibility to check periodically for any changes. Your continued use of the Publications means that you agree to any changes. These terms and conditions were most recently updated on 1 October 2024.

1. **Definitions and interpretation**

1.1 In addition to the terms defined in the Quote, the following defined terms are used in this Agreement:

Affiliates: our licensors, suppliers, service providers and their (and our) respective officers, directors, members, employees, subcontractors, agents and representatives.

Agreement: your Quote and these terms and conditions.

Allowance: the total value of the relevant APC Fund as specified in your Quote or as otherwise confirmed by us.

APC(s) or Article Processing Charge(s): The article processing charge we charge authors in relation to the publication of Open Access articles in our journals.

APC Fund(s): the APC fund(s) specified in your Quote or otherwise as confirmed by us, which may include the fund(s) listed below: (a) *Hybrid APC Fund:* our standard publication fund which can be used with any hybrid BMJ Group title (currently listed at <https://info.bmj.com/view/538976081/>, as updated or modified from time to time); and (b) *Gold OA APC Fund:* a publication upgrade(s) available to purchase which can be used with any fully open access BMJ Group title (currently listed at <https://authors.bmj.com/open-access/fully-oa-journals/>, as updated or modified from time to time).

Authentication Method: the means of user authentication determined by us and through which access to the Publications is permitted which may include: IP address authentication; RBAC (referral); OpenAthens / federated access; access code registration; and/or, personal account registration.

Authorised Users: includes your directors, employees, contractors and/or students (or where you are contracting on behalf of a consortium, of each Consortium Member) who are authorised by you to have access to the Publications.

Consortia Members: where you are contracting on behalf of a consortium, those Consortium Members named in your Quote.

Creative Commons International Licence: the Open Access licence applied to an Eligible Article on

publication of that article by BMJ Group which, in accordance with clause 9.3.2, shall be either: (a) a Creative Commons Attribution-NonCommercial 4.0 International Licence (further details of which are available at <https://creativecommons.org/licenses/by-nc/4.0/deed.en>); or (b) a Creative Commons Attribution 4.0 International Licence (CC BY 4.0; further details of which are available at <https://creativecommons.org/licenses/by/4.0/>), or any subsequent versions of those licences as determined by us.

Currency: the currency of the Fee as stated in your Quote which shall be Sterling, Euro or USD.

Eligible Author(s): your current teaching and research staff and students as at the time of article acceptance. Where an Eligible Article is published by multiple authors, only the corresponding author may qualify as the Eligible Author in respect of that Eligible Article.

Eligible Article(s): an original article reporting on primary research which: (i) is agreed to be published as an Open Access Article; (ii) is submitted to an Eligible Journal during the Subscription Term; and (iii) complies with any other article requirements of the relevant Eligible Journal (as updated from time to time). References to an Eligible Article shall include all text, audio, video and audio-visual material, abstracts, databases, tables, data, diagrams, photographs and other images or illustrative material, all drafts of the Eligible Article, the version of the Eligible Article accepted for publication by us and the final version of the Eligible Article that has been published by us (whether or not published as part of a specified volume, issue or online).

Eligible Journal(s): means, in respect of each respective type of APC Fund, those qualifying BMJ Group titles specified by us (as updated from time to time).

Fee: the total price stated on your Quote.

Open Access: a publication model utilised by us in accordance with clause 9.3 that allows unrestricted online access to the published article in question, enabling readers to access that content free of charge, subject to the terms and conditions of the standard Creative Commons (CC) licence commonly used by Eligible Journal (or as otherwise agreed in accordance with clause 9.3.2).

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Parties: BMJ Group and the Subscriber. **Party** shall mean either of them.

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Subscription Year: starting on the subscription start date noted on your Quote, each 12-month period of the Subscription Term.

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Website Terms: our Website Terms of Use (available on the BMJ Group Website, bmjgroup.com) as updated from time to time and any other terms and conditions, disclaimers and privacy notices which govern the use of that Website.

- 1.2 **Interpretation** Any words following the terms including, such as, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
2. **Licence** In consideration of receipt of the Fee, we grant you a non-exclusive, non-transferable licence for the Subscription Term to permit your Authorised Users to access the Publications in the format(s) specified in your Quote. The rights and licences granted to you in this Agreement are granted to you alone, and shall not be considered granted to any affiliated organisation such as a medical centre or hospital or to any subsidiary or holding company of yours unless otherwise stated in BMJ Group's Quote or agreed with us in writing.
3. **Intellectual Property** We hold all the intellectual property rights in the Publications. We reserve the right to withdraw from the Publications, any item or part of an item for any reason including where we no longer retain the right to publish it, or where we have reasonable grounds to believe it is unlawful,

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4. **Acceptable Use**
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- 4.2 *Personal use.* Each Authorised User is permitted to download and use the Publications only for that Authorised User's individual use in accordance with this Agreement.
- 4.3 *Open Access Materials.* Where the Publications include journal articles stated to be "Open Access", Authorised Users may reuse such articles subject to the terms of the Creative Commons Attribution licence referred to in the article.
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 - 4.4.5 use (or link-to) our content for promotional or advertising purposes (whether directly or indirectly) and/or include our content with any other content that incorporates advertising.
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 - 4.5.4 remove, obscure, or change an author's name or affiliation, our or our licensor's copyright notices, policies, disclaimers, terms or other means of identification;
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 - 4.5.6 use the Publications for the purpose of creating a database; or
 - 4.5.7 knowingly enable, provide, make available, or otherwise help someone else who is not an Authorised User to access or use the Publications or any copies of them (and whether in paper or online format).
- 4.6 *Applicable laws.* Without affecting your obligations under this Agreement, you undertake to comply with all applicable laws and regulations with respect to this Agreement and your use of the Publications.
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- 5.2 *Security.* You agree to undertake and maintain all reasonable security measures, necessary authentication and verification processes to ensure that only Authorised Users can access the Publications (and you shall promptly terminate any unauthorised access which you become aware of).

- In the event of any such unauthorised access or use, you shall promptly notify us and take such action as we may reasonably require.
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- 5.5 *Third party links.* You acknowledge that the Publications may contain content which may enable or assist Authorised Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites. Where any Authorised User accesses a third-party website, they do so solely at their own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by any Authorised User, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the relevant Authorised User and the relevant third party, and not BMJ Group. BMJ Group recommends that each Authorised User refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. BMJ Group does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Publications.
- 5.6 *AI, Text and data mining.* Except to the extent permitted by applicable law (and as further described in our Text and Data Mining Policy, available on the BMJ Group website bmjgroup.com, as updated from time to time), Authorised Users must not conduct, facilitate, enable, authorise or permit any text or data mining or web scraping in relation to the Publications for any purpose, including the development, training, fine-tuning or validation of artificial intelligence systems or models. This includes using (or permitting, authorising or attempting the use of):
- 5.6.1 any "robot", "bot", "spider", "scrapper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Publications or any data, content, information or services accessed via the same;
- 5.6.2 any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate artificial intelligence systems or models, which includes but is not limited to patterns, trends and correlations.
- 5.7 *Usage data.* Anonymised and aggregated statistics confirming Authorised Users' usage of the Publications shall be made available to you. Further additional usage statistics may be provided subject to the terms and conditions set out in our Data Processing Agreement (available on BMJ Group's website at <https://bmjgroup.com/legal-information/> and as updated from time to time). Unless Authorised Users access the Publications via RBAC (referral), usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions, data processing guidelines, usage report content, format, frequency and delivery method.
6. **Delivery of print format titles.** *This clause only applies to those titles included in Publications in print (hard copy) format.*
- 6.1 *Delivery location.* We shall deliver printed hard copies of each issue of the Publications released during the Subscription Term (starting with the then-current issue as at the start date stated in the Quote).

- Unless otherwise agreed in writing between the Parties, the Publications shall be delivered in bulk to your postal address stated in your Quote (and delivery shall be deemed completed on unloading of those copies at that address).
- 6.2 *Cost and charges.* The cost of packing and delivery is included in the Fee. Where delivery is to an address outside the UK, you may be liable to pay import taxes, duties, imposts, fees or other charges levied once the package reaches its specified destination. We have no control over these taxes, duties, imposts, fees or other charges and cannot predict what they may be. Any such additional taxes, duties, imposts, fees or other charges must be borne by you.
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- 6.4 *Non-delivery.* Any claim for non-delivery must be notified to support@bmj.com as soon as possible and, in any event, within 3 months from the publication date of the relevant issue. Claims received after this time will not be upheld.
7. **Collections and À La Carte journal titles** *This clause only applies to those Collection or À La Carte journal titles included in the Publications.*
- 7.1 *Interlibrary loan and course packs.* Where you are an academic institution, your Authorised Users may:
 - 7.1.1 deliver single articles from the Publications to fulfil requests from academic or other non-commercial libraries located in your country as part of an Interlibrary Loan; and
 - 7.1.2 incorporate a limited number of articles or abstracts from the Publications in electronic course packs or other educational materials solely for the benefit of those Authorised Users (provided that each such use must carry acknowledgement of BMJ Group as publisher and confirming the source, title and author(s)).
- 7.2 *Access Type.* Authorised Users shall be entitled to access (in the format specified in the Quote) those issues of the Publications which are published during the Subscription Term, starting with the then-current issue as at the start date stated in the Quote. In addition, where stated in your Quote (and subject to the exclusions listed below), Authorised Users shall also be entitled to either Rolling Access or Complete Access (such right, the **Archive Right(s)**):
 - 7.2.1 **Rolling Access** means that Authorised Users shall be entitled to access those back-issues of the Publications which were released during the four-year period up until the start date specified in the Quote. Rolling Access is unavailable for the following titles: The BMJ; BMJ Case Reports; BMJ Standard Collection; BMJ Premier Collection; and BMJ Essential Collection.
 - 7.2.2 **Complete Access** means that Authorised Users shall be entitled to access all back-issues of the Publications since the first year of publication of each title (as stated on our relevant Website for that title).
- 7.3 *Continuing access after the end of your subscription.* Subject to the exclusions and limitations listed below, at the end of the Subscription Term, you shall have a non-exclusive, royalty-free right to allow Authorised Users to continue accessing (on an indefinite basis) all of the content which was published in the Publications during the Subscription Term. This right shall not apply to: any content which is published in the Publications after the end of the Subscription Term; any content from the title BMJ Case Reports; any back-issues of the Publications which may have been accessible as part of your subscription (including any Archive Rights); any content which is removed by us for legal reasons (including where we believe the content to be false or harmful); any content which we no longer have rights to publish; and, any other content which may be accessible to Authorised Users during your subscription but which is not included in the Publications. The means by which Authorised Users shall be able to access this content shall be in an electronic format determined by us. The rights granted in this clause shall be forfeited where this Agreement is terminated by us due to: an act or omission by you or an Authorised User which gives rise to a material or persistent breach of any term of this Agreement; or, where you fail to pay any amount due to us.
8. **Archive (one-off) purchases.** *This clause only applies where your purchase includes BMJ Group's "Archive (One-Off Purchase)" (Archive (One-Off Purchase)). Please refer to your Quote for confirmation.*

- 8.1 Where your purchase includes our Archive (One-Off Purchase), the licence granted to you in clause 2 of this Agreement shall be deemed to apply for an indefinite period. With effect from the start date specified in your Quote, Authorised Users shall be able to access in online format in respect of the Publications, either the Deep Archive, the Shallow Archive, or the Whole Archive, as specified in your Quote, which shall include all back-issues of each title published during the following periods:
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- 8.1.3 **Whole Archive** - since the year of first publication (as stated on BMJ Group's Website for each relevant title) until one full calendar year before the start date specified in your Quote.
- 8.2 No usage data will be available and clause 5.7 of this Agreement shall not apply in respect of any Archive (One-Off Purchase).
9. **Publication terms and conditions** *This clause only applies where you have purchased 'read and publish' rights.*
- 9.1 **APC Fund and its application.**
- 9.1.1 Eligible Authors may submit their Eligible Article(s) to any Eligible Journal in accordance with the terms for submission applicable to that Eligible Journal (as set out on the relevant BMJ Group journal website home page). For the avoidance of any doubt, nothing in this Agreement shall affect, alter, or detract from Eligible Authors' obligations to comply in full with BMJ Group's and the relevant Eligible Journal's policies, procedures, editorial decisions, publication terms and conditions, instructions to authors, licences and any other terms and conditions or requirements made known by us or the editorial team of the relevant Eligible Journal(s).
- 9.1.2 If an Eligible Article is accepted by an Eligible Journal for publication during the Subscription Term, that Eligible Article may be published as an Open Access Article without the Eligible Author having to pay the associated APC. Instead, the amount of the APC that would otherwise have been payable for the publication of that Open Access Article in that Eligible Journal will be deducted (at the applicable Eligible Journal's rate) from the relevant APC Fund as appropriate.
- 9.1.3 The APC Fund and the remaining or unused balance of the Allowance is non-exchangeable, non-transferable and no cash alternative is offered.
- 9.2 **Identification of Eligible Authors and workflow.**
- 9.2.1 We will identify approved Eligible Articles that have been submitted by Eligible Authors and will indicate the availability of this Agreement to Eligible Authors via our website (currently available via <https://authors.bmj.com/open-access/oa-agreements/>, as updated or modified from time to time), where Eligible Authors will find information on their entitlements as part of this Agreement.
- 9.2.2 Eligible Authors may opt-out of publishing their submitted manuscript as an Open Access Article and in such cases, we are not required to seek your approval.
- 9.2.3 Eligible Authors shall be identified through your Ringgold identifier. You shall provide us with all requested billing and user account details, valid Ringgold identifier and email domains, for the purpose of setting up your profile within the CCC Open Access Agreement Manager Tool. We shall have no liability to any Eligible Author where an APC has been paid in error if you have failed to provide the necessary details to us in accordance with this clause.
- 9.2.4 Where an Eligible Author is not identified on acceptance of their Eligible Article due to an error or omission on our part (which shall include circumstances where an Eligible Author contacts our editorial office to request that their affiliation be updated after submission):
- (a) subject to paragraph 9.2.5 below, if their Eligible Manuscript has already been published by us as a non-Open Access Article then, provided that the Allowance of the applicable APC Fund is sufficient to cover the cost of the relevant APC (charged at the applicable Eligible Journal's rate): (i) we will contact the affected Eligible Author and offer them the opportunity to convert their published non-Open Access Article into an Open Access Article; and (ii) if the affected Eligible Author opts to convert their non-Open Access Article into an Open Access Article then we will deduct the cost of the applicable APC from the relevant APC Fund as appropriate; or

- (b) if their Eligible Article has already been published by us as an Open Access Article (and an APC has already been paid in full to us in respect of the publication of that Eligible Article) then, provided that the Allowance of the applicable APC Fund is sufficient to cover the cost of the relevant APC (charged at the applicable Eligible Journal's rate) then: (i) we shall deduct the cost of the applicable APC from the relevant APC Fund as appropriate; and (ii) we will contact the Eligible Author to arrange a refund of the APC which was already originally received by us in respect of that Eligible Article (which shall be refunded using the Eligible Author's original method of payment).
- 9.2.5 *Conditions for retroactive conversion:* The right described in clause 9.2.4(a) may only be exercised during the Subscription Term and is conditional upon the relevant Eligible Author providing written confirmation to us of their decision to convert their non-Open Access Article by no later than 15th January of the following year from the date of original publication of the version of record of their relevant non-Open Access Article.
- 9.3 *Publication terms and conditions*
- 9.3.1 Publication of an Eligible Article is conditional upon the Corresponding Author legally agreeing and consenting (on behalf of themselves and each co-author of their Eligible Article) to the terms and conditions of our Standard Author Licence.
- 9.3.2 Each Eligible Article accepted by us for publication as an Open Access Article in an Eligible Journal title pursuant to this Agreement shall be published by us under the standard Open Access copyright licence commonly used by the Eligible Journal unless:
- (a) the research on which that Eligible Article is based has been funded by the Wellcome Trust, UK Research and Innovation, NIH, or any other funder that mandates the use of CC-BY licence (provided that the Eligible Author must confirm the relevant funding source to us at the point of submission that Eligible Article to the Eligible Journal); or
- (b) we has expressly agreed that the CC-BY licence shall apply,
- in which case that Eligible Article shall be published under the terms of the Creative Commons Attribution 4.0 International Licence (CC BY 4.0; further details of which are available at <https://creativecommons.org/licenses/by/4.0/>), or any subsequent versions of that licence as determined by us.
- 9.4 *Re-use and self-archiving.* The authors of a published Eligible Article shall be entitled to re-use their Eligible Article in accordance with the terms and conditions of the applicable Creative Commons International Licence applied by us on publication, and our author self-archiving and permissions policies (currently available via <https://bmjgroup.com/licensing/#author>, as updated or modified from time to time).
- 9.5 *Confidentiality, registration and redaction.* The provisions of this clause 9.5 shall survive for a period of 5 years from termination or expiry of this Agreement.
- 9.5.1 You may, subject to the conditions in clause 9.5.2 and at your own cost and expense: (a) register the Agreement (or information contained within the Agreement) with the ESAC Transformative Agreement Registry, Open APC and/or any other websites or platforms from time to time for the registration of transformative agreements; and/or (b) make available the Agreement (or information contained within the Agreement) on your institutional website, together, **Registration**.
- 9.5.2 You undertakes to keep confidential (and to fully redact both from any copy or other reproduction of this Agreement and from any information, documents or other materials which may be submitted, disclosed or otherwise made available as part of any Registration) the following information: the amount of the Fee (or any part thereof); the amount of the APC Fund (or any part thereof) and which, for the avoidance of doubt and where applicable, shall include the fact that any such APC Fund is said to be 'unlimited'; and, any IP addresses, contact names, contact email addresses or other identifiable information. You agree and acknowledge that the provisions of clause 9.5.2 are fair and reasonable for the purposes of protecting our commercially sensitive information.
10. **Fee and payment**
- 10.1 **Payment terms shall be 30 days after the date of invoice unless otherwise stated in your Quote or on your invoice. We shall be entitled to issue an invoice for the first Subscription Year at any point**

following your acceptance of the Quote. Where the Subscription Term is multi-year, we shall be entitled to issue invoices for each Subscription Year after the first year no earlier than 90 days prior to the commencement of the applicable Subscription Year. Where there is conflict between the payment terms stated in these terms, the Quote and the invoice, the terms of the invoice shall prevail. The Fee (including any instalment thereof) shall be exclusive of VAT or other sales tax which, if applicable, shall be added at the prevailing rate at the time.

10.2 *Non-payment.* If we do not receive payment as required by these terms and conditions then, without prejudice to any other rights and remedies:

10.2.1 we may, on no less than five business days' notice and without liability: (a) disable Authorised Users' access to all or any part of the Publications (and we shall be under no obligation to reinstate such access whilst the invoice(s) concerned remain unpaid); and

10.2.2 interest shall accrue on a daily basis on such overdue amounts at the maximum rate permitted by applicable law, commencing on the relevant due date for payment and continuing until fully paid, whether before or after judgement.

10.3 *Payment via a third-party.* Where your order for the Publications was concluded via one of our authorised third-party agents, you may pay the Fee to that agent on our behalf. You shall remain liable for ensuring that the full amount due is received by us in accordance with our terms and conditions for payment.

11. Termination

11.1 *Duration.* Unless otherwise terminated in accordance with this clause 11, access to the Publications under this Agreement shall be provided for the Subscription Term. Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry. Either Party may terminate this Agreement if the other Party becomes insolvent, subject to receivership, liquidation or similar external administration.

11.2 *Our rights to terminate this Agreement early.* We may, without liability, terminate this Agreement where an act or omission by you or an Authorised User gives rise to a material or persistent breach of any term of this Agreement or our Website Terms which (if capable of remedy) you fail to remedy within 30 days of notification in writing from us; or if you default on making payment of the Fee or any applicable renewal fee. Where the Subscription Term persists for longer than 12 months, we shall have the right to terminate this Agreement at the end of each Subscription Year upon giving not less than 90 days' prior notice to you.

11.3 *Your rights to terminate this Agreement early.* You may terminate this Agreement where we commit a material or persistent breach of any term of this Agreement and fail to remedy such breach (if capable of remedy) within 30 days of notification in writing from you.

11.4 *Consequences of termination.* Unless we terminate this Agreement for your breach, upon termination or expiry of this Agreement (howsoever arising):

11.4.1 access by Authorised Users to the Publications shall immediately cease (except for any continuing access granted under clause 7.3 of this Agreement which has not been forfeited in accordance with that clause);

11.4.2 all other rights and licences (including, where applicable, the right to receive print copies) shall immediately cease;

11.4.3 any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect;

11.4.4 any rights, remedies, obligations or liabilities of either Party that have accrued up to that date shall not be affected or prejudiced.

12. Warranty and liability

12.1 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PUBLICATIONS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES INCLUDING ANY AS TO ACCURACY, COMPLETENESS, MERCHANTABILITY, QUALITY OF METADATA, FITNESS FOR PURPOSE, OR OTHERWISE. ANY STATEMENTS MADE TO THE CONTRARY ARE VOID. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

- 12.2 THE PUBLICATIONS ARE NOT INTENDED TO ACT AS A SUBSTITUTE FOR THE PROFESSIONAL JUDGEMENT OF A LICENSED MEDICAL PROFESSIONAL. EACH AUTHORISED USER USES THE PUBLICATIONS AT THEIR SOLE RISK. NEITHER WE, NOR OUR AFFILIATES, SHALL HAVE LIABILITY FOR ANY ACT(S) OR OMISSION(S) BY YOU OR BY ANY AUTHORISED USER ARISING OUT OF, OR IN CONNECTION WITH, THE PUBLICATIONS AND INCLUDING ANY ASPECT OF ANY TREATMENT ADMINISTERED TO PATIENTS. NEITHER WE, NOR OUR AFFILIATES, ADVOCATE OR ENDORSE THE USE OF ANY DRUG OR THERAPY REFERRED TO IN THE PUBLICATIONS.
- 12.3 TO THE FULLEST EXTENT PERMITTED BY LAW AND OTHER THAN EXPRESSLY PROVIDED FOR HEREIN, IN NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU, TO AN AUTHORISED USER, OR TO ANY OTHER PARTY, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, WASTED EXPENDITURE, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, LOSS OR CORRUPTION OF DATA OR INFORMATION, OR, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE PUBLICATIONS (OR AN INABILITY TO ACCESS THE PUBLICATIONS).
- 12.4 NOTHING IN THIS AGREEMENT SEEKS TO EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FRAUDULENT MISSTATEMENT. IF WE, OR OUR AFFILIATES, HAVE ANY LIABILITY UNDER THIS AGREEMENT, OUR COMBINED AGGREGATE LIABILITY SHALL NOT EXCEED THE FEE PAID BY YOU DURING THE 12-MONTH PERIOD PRECEDING ANY SUCH CLAIM OR NOTICE OF DAMAGES. REFERENCES TO "LIABILITY" IN THIS AGREEMENT INCLUDE EVERY KIND OF LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PUBLICATIONS INCLUDING LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, RESTITUTION OR OTHERWISE.
13. **YOUR LIABILITY**
- 13.1 *Compliance with these terms.* You agree to use your best endeavours to ensure that Authorised Users are notified of, and comply with these terms and conditions including BMJ Group's Privacy Notice and Website Terms of Use (both available on the BMJ Group website, bmjgroup.com), and any copyright notices, disclaimers, guidelines or other terms which may be available on the Publications themselves or BMJ Group's Websites. You shall be liable for any act or omission by an Authorised User which, had such act or omission been by you, would be a breach of this Agreement. You agree to promptly notify us (and cooperate fully with our investigation) if you become aware of any infringement of our right and interest in the Publications or our rights under this Agreement.
- 13.2 *Consortiums.* Where you are contracting with us on behalf of a consortium (i.e. an association of two or more organisations who have agreed that you can represent them), you must ensure that each Consortium Member complies in full with this Agreement as if they were you. You warrant to us that you have the express written consent of each Consortium Member to enter into this Agreement on their behalf. You are responsible for ensuring each Consortium Member promptly pays the full amounts due from them under this Agreement.
- 13.3 YOU SHALL INDEMNIFY US AND OUR AFFILIATES, AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, AWARDS, DEMANDS, COSTS AND EXPENSES (INCLUDING LEGAL FEES), MADE AGAINST, OR INCURRED BY, US OR OUR AFFILIATES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE PUBLICATIONS BY ANY AUTHORISED USER OR BY ANY OTHER THIRD PARTY AS A RESULT OF THE RIGHTS GRANTED TO YOU IN THIS AGREEMENT.
14. **Data Protection** If personal data is being shared by either Party to the other, each Party shall comply with the terms and conditions of our Data Processing Agreement (available on BMJ Group's website at <https://bmjgroup.com/legal-information/> and as updated from time to time).
15. **Fraud, bribery, corruption, slavery and human-trafficking** You must comply at all times with all laws, statutes, regulations, and codes applicable in England and in each country in which you operate relating to fraud, bribery, corruption, slavery and human-trafficking. Each Party shall comply at all times with BMJ Group's Anti-Bribery and Corruption Policy and Anti-Slavery and Human Trafficking Policy, each available on the BMJ Group website (<https://bmjgroup.com/legal-information/>) and as updated from time to time. You must notify us immediately if you become aware of, or have grounds for suspecting any breach of this clause. We reserve the right, without liability or prejudice to our other rights, to: disable Authorised Users' access to the Publications until we have fully investigated any

alleged or suspected breach of this clause; and/or, terminate this Agreement with immediate effect where we reasonably believe there has been a breach of this clause.

16. General

16.1 *Confidentiality.* You shall ensure that your Quote and the commercial terms of this Agreement (including any commercial terms or pricing which may have been provided by, or discussed with, our sales staff) are kept confidential and you shall only disclose the same as required for your own internal business purposes or as required by law.

16.2 *Force majeure.* Neither Party shall be liable for failure or delay in the performance of its obligations if that delay or failure results from events, circumstances or causes beyond its reasonable control (such as a natural disaster, war or threatened war, act or threatened act of terrorism, riot, strike, lockout, fire, flood, drought, tempest). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 6 months, provided that the Party not affected notifies the affected Party of the relevant failure or delay within 2 months of its occurrence, the affected Party may terminate this contract with immediate effect by giving written notice to the affected Party.

16.3 *Assignment.* We may assign or transfer any of our rights and obligations under this Agreement by giving written notice to you. You must not assign your rights or transfer your obligations without our prior written consent.

16.4 *Changes to this Agreement* are only valid if recorded in writing and signed by both Parties.

16.5 *Enforceability.* If any provision of this Agreement is held to be invalid, the remainder of its provisions shall continue in full force and effect. No third party shall be entitled to enforce this Agreement and the Parties hereby exclude any such rights for any third party enforcement. No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. Any waiver, to be effective, must be in writing and signed by a duly authorised representative of each Party.

16.6 *Notices.* Any notice under this Agreement must be in writing and must be sent:

16.6.1 to BMJ Group, by emailing contractnotices@bmj.com; or

16.6.2 to you, by courier or by email to your address specified in your Quote (or as otherwise notified from time to time).

A notice sent by email shall be deemed to have been received upon successful transmission of that email (subject to proof). A notice sent by courier shall be deemed to have been received at the time the notice is left at the proper address. This clause does not apply to the service of any legal action or proceedings.

16.7 *Translations.* Where this Agreement has been translated into a language which is not English, this has been done for your convenience only to aid your interpretation. The English language version of this Agreement shall prevail in the event of any conflict between the English language version and a version in any other language.

16.8 *Entire Agreement.* To the fullest extent permitted by law, this Agreement (together with the documents referred to herein) constitute the entire agreement between the Parties with respect to the Publications and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings (whether written or oral) relating to them. In the event of conflict, the Quote and then this Agreement shall prevail over any other document.

17. Governing law and jurisdiction

17.1 *USA.* This clause only applies where you are established in the United States of America. If you are required by law to be subject to the laws and/or jurisdiction of your resident State, then the Parties irrevocably elect that the laws and/or jurisdiction (as applicable) of your home State shall solely and exclusively apply to this Agreement and any matters arising out of or in connection with it or the Publications (and the Parties consent to the jurisdiction of any State or Federal Court having competent jurisdiction in the State Capital of your home State). In all other circumstances, the Parties irrevocably elect that the laws and jurisdiction of the State of New York shall solely and exclusively apply to this Agreement and any matters arising out of or in connection with it or the Publications (and the Parties consent to the jurisdiction of any State or Federal Court having competent jurisdiction in New York, State of New York).



- 17.2 *China*. This clause only applies where you are established in the People's Republic of China. This Agreement and any dispute or claim arising out of or in connection with it or the Publications shall be governed by and construed in accordance with the law of the People's Republic of China. Any dispute, controversy or claim arising out of or relating to this Agreement or the Publications shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both Parties.
- 17.3 *UK & rest of world*. Subject to this clause 17, this Agreement is governed by English law and the Parties irrevocably agree to submit all disputes arising out of or in connection with this Agreement or the Publications to the exclusive jurisdiction of the English Courts.

3. számú melléklet / Appendix 3.

Előfizető Intézmények listája / List of Consortium Member Institutions

BMJ

	Institution (Hungarian)	Institution (English)
1	Nemzeti Népegészségügyi és Gyógyszerészeti Központ	National Center for Public Health and Pharmacy

BMJ Case Reports

	Institution (Hungarian)	Institution (English)
1	Békés Vármegyei Központi Kórház	Bekes County Central Hospital

BMJ Journals Extended Collection – Read and Publish + The BMJ (read renewal) + GOLD included

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

4.számú melléklet / Appendix 4.

KÖZBESZERZÉSI DOKUMENTUMOK / TENDER DOCUMENTATION

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

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

5. számú melléklet / Appendix 5.

NYÍLT HOZZÁFÉRÉS / OPEN ACCESS

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 Szállító (e megállapodás 2. mellékletében szereplő) szerződési feltételeinek 9. szakaszára is figyelemmel, amennyiben egy Előfizető intézmény megvásárolta a „Read and Publish” és/vagy a „Publish Upgrade(s)” opciót, az arra jogosult levelező szerzők jogosultak arra, hogy nyílt hozzáférésű cikküket a BMJ Group bármelyik (az 1. sz. mellékletben felsorolt) című termékében köztegyék a BMJ Groupnak egyébként fizetendő cikkfeldolgozási díj (APC) nélkül.

Formátum követelmények:

- a közzététel a BMJ Csoport folyóiratának szokásos benyújtási követelményeitől függ, és e megállapodás egyetlen rendelkezése sem érinti, módosítja vagy csökkenti a szerző azon kötelezettségét, hogy teljes mértékben megfeleljen a BMJ Group folyóiratpolitikáinak, eljárásainak, szerkesztői döntéseinek, közzétételi feltételeinek, a szerzőknek szóló utasításoknak, engedélyeknek és a BMJ Group vagy az adott folyóirat szerkesztősége által közölt bármely más feltételnek vagy követelménynek;
- a levelező szerzők jogosultságát a Ringgold azonosítójukon keresztül kell azonosítani;
- amennyiben a tudományos cikkeket közzétételre elfogadják, azokat nyílt hozzáférésű cikkként kell közzétenni az adott folyóirat által általánosan használt szabványos, nyílt hozzáférésű szerzői jogi licenc alapján, kivéve, ha:
 - (a) a cikk alapjául szolgáló kutatást olyan finanszírozó támogatta, amely CC-BY licenc használatát írja elő (ebben az esetben a cikk szerzőjének a cikk benyújtásakor meg kell erősítenie az erre vonatkozó finanszírozási forrást); vagy
 - (b) a BMJ Group kifejezetten hozzájárult a CC-BY licenc alkalmazásához,
- a cikkeken egyértelműen jelezni kell, hogy azokat a jelen megállapodás alapján teszik közzé (a levelező szerző felelős azért, hogy a

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, subject to Section 9 of the Supplier's terms and conditions (as included in Appendix 2 of this Agreement), where a Consortium Member Institution has purchased either the 'Read and Publish' and/or 'Publish Upgrade(s)' options, its qualifying corresponding authors shall be entitled to publish their open access article in any qualifying BMJ Group title (as listed in Appendix 1) free of the article processing charge (APC) which would otherwise be payable to BMJ Group.

Format requirements:

- publication is conditional upon the BMJ Group journal's usual submission requirements and nothing in this Agreement shall affect, alter or detract from the corresponding author's obligations to comply in full with BMJ Group's and the journal's policies, procedures, editorial decisions, publication terms and conditions, instructions to authors, licences and any other terms and conditions or requirements made known by BMJ Group or the editorial team of the relevant journal;
- the corresponding authors' eligibility shall be identified through their Ringgold Identifier;
- if accepted for publication, scientific articles have to be published as an open access article under the standard open access copyright licence commonly used by the journal in question unless either:
 - (a) the research on which that article is based has been funded by a funder that mandates the use of a CC-BY licence (provided that the corresponding author must confirm the relevant funding source at the point of submission of their article); or
 - (b) BMJ Group have expressly agreed that the CC-BY licence shall apply,
- it has to be clearly indicated in the articles that they are published based on the present agreement (the corresponding author is responsible for ensuring

cikk benyújtásakor megfelelő nyilatkozatot
csatoljon a cikkéhez).

that they have included an appropriate statement
in their article upon submission).

