

2019 FinELib Consortial Agreement

SUBJECT TO CONTRACT

This License Agreement is agreed between

1) Publisher ("Licensor")

The American Association for the Advancement of Science, 1200 New York Avenue, NW, Washington, DC 20005 USA

2) The National Library of Finland, Unioninkatu 36, (P.O.Box 15), FIN-00014 UNIVERSITY OF HELSINKI, Helsinki, Finland ("the National Library") and other members of the FinELib Consortium listed in Schedule 1 (the National Library and other members each the "Licensee"), the other members of the FinELib Consortium represented by the National Library via a power of attorney

Whereas the Licensor holds the rights granted under this Agreement;

and whereas the Licensee desires to use the rights and the Licensor desires to grant to the Licensee the right to use the rights for the Fee

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

Authorized Users

University, university of applied sciences: Current members of the faculty, staff, affiliated researchers, docents and contractors of the Licensee (whether on a permanent, temporary, contract or visiting basis), individuals who are currently studying at the Licensee's institution, outsourced faculty and/or staff previously employed by the Licensee in their performance of services for and on behalf of the Licensee only, retired faculty, staff and researchers of the Licensee, who are permitted to access the Secure Network regardless of the physical location of such persons and who have been issued by the Licensee with a password or other authentication.

Research institute: Current members of the staff, affiliated researchers, docents and contractors of the Licensee (whether on a permanent, temporary, contract or visiting basis), outsourced faculty and/or staff previously employed by the Licensee in their performance of services for and on behalf of the Licensee only, retired staff, researchers and docents of the Licensee, who are permitted to access the Secure Network regardless of the physical location of such persons and who have been issued by the Licensee with a password or other authentication.

Walk-in Users

Persons who are not Authorized Users but who are permitted to access the Secure Network from computer terminals or otherwise within the physical premises of the Licensee. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Licensee. For the avoidance of doubt, Walk-In Users may not be given access to the Licensed Material by any wireless network provided by the Licensee unless such a network is a Secure Network.

Educational Purposes

for the purpose of education, teaching, distance learning, private study, retrieving information and/or research.

Commercial Use

Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized or Walk-in-User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material.

For the avoidance of doubt, neither

- recovery of direct costs or costs required by law by the Licensee from Authorized or Walk-in-Users or from the receiving library in the case of Inter Library Loan, nor
- use by the Licensee, Authorized or Walk-in-User of the Licensed Material in fee based educational programs like LLM programs in law or MBA programs in economics or
- use by the Licensee, Authorized or Walk-in-User of the Licensed Material in the course of research funded by a commercial organization
- nor use of the Licensed Material in accordance with the copyright laws of Finland as a source for or quoting from it in Authorized or Walk-in User's own scientific, scholarly, and educational works including but not limited to books and articles,

is deemed to constitute Commercial Use.

Fee(s)

The Fee(s) set out in Schedule 3 or in new Schedules to this Agreement which may be agreed by the parties from time to time

Licensed Material

The material listed in Schedule 2, or in new Schedules to this Agreement which may be agreed by the parties from time to time.

Intellectual Property Rights

Patents, trademarks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights.

Finna

Finna is a national online information search service which provides access to the digital information and services of libraries, archives and museums. Finna is maintained by the National Library of Finland. It is based on

software developed from VuFind. A metadata aggregation service, Primo Central Index by Ex Libris, is used as a way to access licensed materials in Finna. SFX is used for managing licensed content and as OpenURL link resolver.

Secure Authentication

Access to the Licensed Material by Internet Protocol ("IP") ranges or by a username and password provided by the Licensee or by other means of authentication agreed between the Licensor and the Licensee from time to time.

Secure Network

A network, which is only accessible to Authorized and Walk-in-Users by Secure Authentication.

Server

The server, either the Licensor's server or a third party server designated by the Licensor, on which the Licensed Material is mounted and may be accessed.

Text and Data Mining

A machine process by which information may be derived including but not limited to by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

Discovery Services

User interface and search systems for discovering and displaying content from local, database and web-based sources.

Term

The Term of this Agreement is 14.12.2018 - 06.12.2019.

1.2. Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. AGREEMENT

2.1. License grant

The Licensor agrees to grant the Licensee as specified in Schedule 1 and as amended from time to time by the Parties, a non-exclusive and non-transferable right to access and use the Licensed Material and to allow Authorized and Walk-in Users to access and use the Licensed Material throughout the Term of this Agreement via a Secure Network for

Educational Purposes and administrative purposes associated with the normal practices and activities of the Licensee and the Licensee agrees to pay the Fee. The right specified in this clause is granted in all countries of the world.

3. PERMITTED USES

3.1. This Agreement shall be deemed to complement and extend the rights of the Licensee, Authorized and Walk-in-Users under the Finnish Copyright law and nothing in this Agreement shall constitute a waiver of any statutory rights held by the Licensee and Authorized users from time to time under the law or any amending legislation.

3.2 In the event that any content included in the Licensed Material is in the public domain or has been issued under a Creative Commons or other open license, Licensor shall not place access, use or other restrictions on that content that conflict with United States or international law with respect to public domain content or with the Creative Commons License, where applicable.

3.3. In the event of any conflict between the Permitted Uses in this section 3 and any terms and conditions communicated to Authorized and Walk-in -Users at the website where the Licensed Material is provided this Agreement shall prevail.

3.2. Licensee may:

- 3.2.1. Allow Authorized and Walk-in-Users to have access to the Licensed Material from the Server via a Secure Network.
- 3.2.2. Supply for Inter Library Loan purposes to another library or information service to provide for its user part of the Licensed Material by post or fax or electronically including but not limited to email. The electronic file must be deleted immediately after printing and the user must receive a print copy and not an electronic one. Licensor permits Inter Library Loan (ILL) of parts of the Licensed Material for non-commercial use.
- 3.2.3. Display, save electronically, print and distribute ((in the case of training also on the Licensee's public website)) parts of the Licensed Material including trademarks, logos and screenshots for the purpose of promoting use of the Licensed Material or for training Authorized and Walk-in-Users.
- 3.2.4. Produce translations of user guides and other promotional materials available at Licensor website (public or secure) or otherwise received from Licensor, electronically save/deposit such translations on any electronic network including networks open to the public, display and distribute such translations via any said electronic network for the purpose of promotion or for training Licensee's Authorized and Walk-

in-Users and for the use of other Licensees for the same purpose.

- 3.2.5. Produce audio visual works that include parts of the Licensed Material (including trademarks, logos and screenshots), electronically save/deposit such works on any electronic network including networks open to the public, distribute and publicly perform such works via any said electronic network for the purpose of promotion or for training Authorized and Walk-in-Users and for the use of other Licensees for the same purpose.
- 3.2.6. Provide Authorized and Walk-in-Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers.
- 3.2.7. Allow Authorized Users to use the Licensed Materials as an information source for indexing and adding journal level metadata (such as ISSN, title, country, alternate title, start year, frequency) to library catalogues and article level metadata (such as keywords, title, authors, abstracts) to electronic institutional repositories open to the public. The article level metadata is limited to articles written by Authorized Users affiliated with the Licensee. Licensor reserves the right to block or otherwise prevent the unauthorized use of any automated computer program or activity to search, index, test, download, or grab information from the Licensed Materials (including but not limited to web robots, spiders, and crawlers) that has a negative impact on Licensor's server or on the use of the Licensed Material by others, unless such crawling is permitted via Schedule 4.
- 3.2.8. Allow the Licensed Material to be searched by Authorized and Walk-in-Users via Finna or other portal in the Licensee's use provided that the terms of this Agreement are upheld.
- 3.2.9. Gather usage data via Finna or other information retrieval portal in the Licensee's use.

3.3. Authorized Users and Walk-in-Users may:

- 3.3.1. Search, retrieve, download, view and display the Licensed Material.
- 3.3.2. Electronically save copies of parts of the Licensed Material subject to 4.2 below
- 3.3.3. Print off single copies of parts of Licensed Material subject to 4.2 below.

- 3.3.4. Distribute single copies of individual articles or items of the Licensed Materials in incidental and non-systematic manner in print or electronic form to colleagues whether Authorised Users or not, for the purposes of scientific research and communication or to be used for the basis of discussion groups and not for any commercial use.
- 3.3.5. Where such uses are permitted under the copyright laws of Finland, publicly display or publicly perform parts of the Licensed Material in connection with education.
- 3.3.6. Reading impaired Authorized and Walk-in-Users may use Braille displays, voice synthesizers and other devices to enable use of the Licensed Material.
- 3.3.7. Where such uses are permitted under the copyright laws of Finland, extract and use excerpts from the Licensed Material for academic research, scholarship, and other educational purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.
- 3.3.8. Where such uses are permitted under the copyright laws of Finland, use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Material in the Authorized User's own scientific, scholarly, and educational works including but not limited to books and articles.
- 3.3.9. Use the Licensed Material to perform and engage in Text and Data mining activities subject to the terms and conditions in Schedule 4 below.

3.4. Authorized Users may:

- 3.4.1. Make a reasonable number of photocopies of parts of the Licensed Material.
- 3.4.2. Distribute parts of the Licensed Material in print or electronic form including email to other Authorized and Walk-in-Users subject to 4.2 below. This shall include the distribution of a copy for teaching purposes to each individual student Authorized User taking part in a course at the Licensee's institution.
- 3.4.3. Incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited

to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are reading impaired.

- 3.4.4. Authorized Users who are authors of peer-reviewed research articles published in a AAAS journal retain the right to deposit a copy of the final manuscript after peer-review on their personal website, their institution's publicly available repository at publication by AAAS, in accordance with the terms of AAAS's License to Publish that the author signed directly with AAAS. For the avoidance of doubt, the Author's institution may handle the posting/deposit on the Author's behalf. The rights and responsibilities of Authors and their institutes are established in the License to Publish

4. PROHIBITED USE

The Licensee, Authorized Users or Walk-In-Users may not:

- 4.1. Permit anyone other than Authorized or Walk-In-Users to access or use the Licensed Material, save as permitted in this Agreement
- 4.2. Systematically make printed or electronic copies of multiple extracts of the Licensed Material save as permitted in this Agreement.
- 4.3. Display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network save as permitted in this Agreement.
- 4.4. Use the whole or any part of the Licensed Material for any Commercial Use or any purpose other than Educational and/or administrative purposes.
- 4.5. Remove or alter the authors' names or the Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Material save as permitted in this Agreement.
- 4.6. Publish, distribute or make available the Licensed Material, works based on the Licensed Material or works which combine it with any other material, save as permitted in this Agreement.
- 4.7. Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a screen, to Authorized and Walk-in Users save as permitted in this

agreement. For the avoidance of doubt, no alteration of the words or their order is permitted.

- 4.8. Download parts of the Licensed Materials for the purpose of creating systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution save as permitted in this agreement.
- 4.9. Use any automated computer program or activity to search, index, test, download, or grab information from the Licensed Materials (including but not limited to web robots, spiders, and crawlers) that has a negative impact on Licensor's Server or on the use of the Licensed Materials by others.

5. LICENSOR'S UNDERTAKINGS

The Licensor shall:

- 5.1. Provide access to the Licensed Material via the World Wide Web by means of the use of IP address authentication or by other means agreed between the National Library acting on behalf of the Licensee and the Licensor from time to time.
- 5.2. Make the Licensed Material available to the Licensee from the Server at the start of the Agreement Term. The Licensor will notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Material (including but not limited to digital rights management systems and watermarking). In the event of a specification change that adversely affects the usability of the Licensed Material or the Licensor's platform, Licensor shall work with Licensee to determine a solution. If the changes render the Licensed Material less useful in a material respect to the Licensee, the Licensee may within thirty days of such notice treat such changes as a material breach of this Agreement.
- 5.3. Provide sufficient Server capacity and bandwidth to support the usage of the Licensee and its Authorized and Walk-in-Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
- 5.4. Use its best endeavours to make the Licensed Materials available to the Licensee and to Authorized and Walk-in Users at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service. If the online access is continuously interrupted for a period of five (5) business days or more due to failure on the Licensor's side, Licensor shall make adjustments to extend the then current Subscription Term to ensure the Licensee receives

the access Licensee has paid for under this License upon Licensee's request.

5.5. Make available the electronic copy of each journal covered by this Agreement, no later than the start of business hours on the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with the reasons therefore.

5.6. The Licensor shall provide web based user training.

5.7. The Licensor agrees to implement the following industry standards to enhance access and use of the Licensed Material. Licensor shall

5.7.1. Provide fully COUNTER-compliant usage statistics by month and organisation regarding the online usage of the Licensed Material to the National Library acting on behalf of the Licensee

In addition the Licensor will provide additional usage statistics directly to the Licensee via the Licensor's or third party's website through the use of passwords issued by the Licensor.

5.7.2. Use its best endeavours to meet the W3C standards (www.w3.org/WAI/Resources/#in) in order to ensure that the Licensed Material is accessible to all the Authorized and Walk-in -Users of the Licensee.

5.7.3. Use its best endeavours to ensure that the Licensed Material will be compatible with standard search interfaces (e.g. Z39.50, SRU/SRW) for the term of the Agreement.

5.7.4. Use its best endeavours to ensure Licensed Material will meet the openURL standard for the term of the Agreement.

5.7.5. Use all reasonable efforts to adhere to the specifications of the Transfer Code of Practice (<http://www.uksg.org/transfer/code>) to ensure that the Licensed Material remains easily accessible to the Licensee and its Authorized Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;

5.7.6. Use its best endeavours to adhere to the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).

Licensor shall yearly deliver to the National Library acting on behalf of the Licensee before December 31 of each

year within the subscription period, a title list to Licensee containing the following fields: Journal title, ISSN, EISSN, Access from year, volume, issue, Access to year, volume, issue, URL

- 5.7.7. Archive the Licensed Material to ensure that it is preserved for future scholarship in at least one of the following archiving solutions: Portico, Clockss or Lockss, and inform the National Library acting on behalf of the Licensee in which of the archiving solutions the Licensed Material may be found; As of the signing of this Licence Agreement, Licensor participates in Portico and Clockss
 - 5.7.8. Implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
 - 5.7.9. The Licensor will use all best efforts to provide link resolver vendors, with whom it has a relationship, including Ex Libris (SFX), with the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material.
 - 5.7.10. Make all best efforts to make the Licensed Materials available through Licensee's Discovery Service System (Ex Libris Primo Central) for indexing and discovery purposes.
- 5.8.** Use reasonable endeavours to provide the Licensee with the necessary data to allow the Licensed Materials to be searched by Licensee's Authorized and Walk-in-Users via any information retrieval portal in the Licensee's use.
 - 5.9.** Provide customer support services to the Licensee, Authorized and Walk-in Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material within 48 hrs of request.
 - 5.10.** In the event that Licensor offers an open access option to its authors, Licensor shall provide the National Library acting on behalf of the Licensee with annual statistics about the number of such articles authored by
 - all authors globally
 - all authors affiliated to organizations located in Finland
 - all Authorized Users. The annual statistics of articles published by Authorized Users will be Licensee specific.
 - 5.11.** Offer a 15% discount on APCs in "Science Advances" on the following conditions:
The discounts are available for articles accepted for publication during the Term. The discount is available to the paying author,

which is usually the corresponding author, or someone acting on the author's behalf using the online payment system.

The discount can be applied to both CC-BY or CC-BY-NC license types.

The discount is valid for all article types.

Payment is only requested once a paper has been accepted.

Licensors will provide annually to the National Library data regarding articles accepted for publication in accordance with this clause (corresponding author name and institutional affiliation, article title, article type, DOI link, APC paid, CC license) to report to the Licensee.

- 5.12.** Reserve the right at any time to withdraw from the Licensed Material any item or part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene or unlawful.

6. LICENSEE'S UNDERTAKINGS

6.1. The Licensee shall

- 6.1.1. Provide through the National Library acting on its behalf a list of valid IP addresses to the Licensor and update those lists on a regular basis. Licensor requires advance notification in the event that Licensee changes IP addresses because of company merger, acquisition, or spin-off: in such events, the subscription fee will be adjusted accordingly; if the fee can't be agreed, this Agreement will terminate for this Licensee.
- 6.1.2. Use reasonable endeavours to notify Authorized and Walk-in-Users of the user terms and conditions of this Agreement.
- 6.1.3. Use reasonable endeavours to ensure that only Authorized and Walk-in-Users are permitted access to the Licensed Materials through a Secure Network and using Secure Authentication.
- 6.1.4. Immediately upon becoming aware of any unauthorized use or other breach, inform the Licensor and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence. If the specific abuser(s) cannot be identified or stopped, Licensor has the right to suspend access to the IP address from which the abuse originated.
- 6.2.** Nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any Authorized or Walk-in-User provided that the Licensee did not cause,

knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

7. UNDERTAKINGS BY BOTH PARTIES

- 7.1.** The Licensee acknowledges that the Intellectual Property Rights in the Licensed Material are the sole and exclusive property of the Licensor or are duly licensed to the Licensor and that this Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement.
- 7.2.** For the avoidance of doubt, the Licensor hereby acknowledges that any database rights created by Authorized Users as a result of Text and Datamining of the Licensed Material as referred to in Clause 3.3.9 and Schedule 4 shall be the property of the Licensee and/or Authorized User.

8. WARRANTIES AND REPRESENTATIONS

- 8.1.** THE LICENSOR WARRANTS AND REPRESENTS TO THE LICENSEE THAT THE LICENSED MATERIAL AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN ARE OWNED BY OR LICENSED TO THE LICENSOR AND THAT THE LICENSED MATERIAL USED AS CONTEMPLATED IN THIS AGREEMENT DOES NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURAL OR LEGAL PERSON.
- 8.2.** THE LICENSOR SHALL INDEMNIFY AND HOLD THE LICENSEE HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COST, LIABILITY OR EXPENSE INCLUDING LEGAL AND PROFESSIONAL FEES ARISING OUT OF ANY LEGAL ACTION TAKEN AGAINST THE LICENSEE CLAIMING ACTUAL OR ALLEGED INFRINGEMENT OF SUCH RIGHTS. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS INDEMNITY SHALL NOT APPLY IF THE LICENSEE HAS AMENDED THE LICENSED MATERIAL IN ANY WAY NOT PERMITTED BY THIS AGREEMENT, AND SUCH AMENDMENT HAS CAUSED THE LOSS, DAMAGE, COST, LIABILITY OR EXPENSE.
- 8.3.** WHILE THE LICENSOR HAS NO REASON TO BELIEVE THAT THERE ARE ANY INACCURACIES OR DEFECTS IN THE INFORMATION CONTAINED IN THE LICENSED MATERIAL, THE LICENSOR MAKES NO REPRESENTATION AND GIVES NO WARRANTY EXPRESS OR IMPLIED WITH REGARD TO THE INFORMATION CONTAINED IN OR ANY PART OF THE LICENSED MATERIAL INCLUDING (WITHOUT LIMITATION) THE FITNESS OF SUCH INFORMATION OR PART FOR ANY PURPOSES WHATSOEVER AND THE LICENSOR ACCEPTS NO LIABILITY FOR LOSS SUFFERED OR INCURRED BY THE LICENSEE OR AUTHORIZED OR WALK-IN-USERS AS A RESULT OF THEIR RELIANCE ON THE LICENSED MATERIAL.

8.4. THE LICENSOR WARRANTS AND REPRESENTS THAT THE LICENSED MATERIAL SUPPLIED PURSUANT TO CLAUSE 10.5 (II) SHALL BE SUPPLIED ON A MEDIUM WHICH CONFORMS TO NORMAL INDUSTRY STANDARDS.

8.5. THE NATIONAL LIBRARY WARRANTS THAT IT IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF EACH LICENSEE VIA POWER OF ATTORNEY.

9. LIMITATION OF LIABILITY

SAVE AS PROVIDED IN CLAUSE 8.2. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONTRACT OR NEGLIGENCE OR OTHERWISE FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (II) LOSS OF DIRECT OR INDIRECT PROFITS, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS OR FOR ANY INCREASED COSTS OR EXPENSES.

FOR THE AVOIDANCE OF DOUBT EACH LICENSEE (MEMBER OF THE FINELIB CONSORTIUM) WILL ONLY BE LIABLE FOR ITS OWN ACTIONS AND/OR DEFAULTS.

10. TERMINATION

10.1. This License shall be in effect during the Term and then terminate:

10.2. In addition to automatic termination, this Agreement shall be terminated if:

10.2.1. Either party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty days of notification in writing by the other party.

10.2.2. Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration

10.3 For avoidance of doubt the termination as contemplated in clause 10.2. and all its consequences will only affect the Licensee (member of the FinELib consortium) in question.

10.4 On termination of this Agreement, legal copies of parts of the Licensed Material made by the Licensee, Authorized and/or Walk-In-Users pursuant to this Agreement may be retained for use consistent with Finnish copyright law. Unless termination is due to Licensee's material breach of sections 3 (permitted uses) and 4 (prohibited uses), sections 3 and 4 (permitted and prohibited uses), clauses 10.5.-10.8.(archival access) shall survive termination. In all cases, 8.1-8.5. (warranty, indemnity) shall survive termination.

10.5 Except in the case of termination for material breach of sections 3 (permitted uses) and 4 (prohibited uses), and with the exception of Science Classic, should a Licensee discontinue subscription to the Licensed Materials or certain electronic resources comprising the Licensed Materials, or should the Licensor cease to publish the licensed Materials or certain electronic resources comprising the Licensed

Materials, that Licensee shall retain access rights to the portions of the Licensed Materials that Licensee had access to during the agreement term. Provision of the previously subscribed to content will be via mutually agreed upon delivery method for local hosting or by a third-party archiving solution (e.g. Portico) and may be subject to reasonable delivery charges to cover the supply cost as established by Licensor. The use of this content shall be subject to the terms and conditions of this Agreement.

10.6 Ongoing Access Rights to *Science Classic* for Licensees who make or who have made a One-Time Purchase of the *Science Classic* back issue file: Licensor intends to retain full-text versions of all articles for all issues within *Science Classic* and to continue to make this database available to all current Licensees. In the unlikely event that it proves infeasible for the Licensor to maintain the ongoing availability of the contents of *Science Classic*, Licensor shall make the archive available to those Licensees who purchased *Science Classic* via the One-Time Purchase option.

10.7 For avoidance of doubt it is stated that the current Licensees' predecessors' archival rights extend to the current Licensees:

Aalto University: Helsinki University of Technology, Helsinki School of Economics, University of Art and Design Helsinki
Turku University incl. university hospital: Turku university incl. university hospital, Turku School of Economics.

University of Eastern Finland incl. Kuopio university hospital:
Joensuu University, Kuopio University incl. university hospital.

National Institute for Health and Welfare: National Public Health Institute, National Research and Development Centre for Welfare and Health

Natural Resources Institute Finland: MTT Agrifood Finland, Finnish Game and Fisheries Research Institute

Tampere University including Tampere University Hospital:
University of Tampere incl. university hospital, Tampere University of Technology

10.8 Should the parties mutually agree upon a delivery method for local hosting, and upon such delivery of the previously subscribed to content, Licensee shall be permitted to mount the archival copies of the Licensed Material supplied by the Licensor in accordance with Clause 10.5. and/or 10.6, communicate, make available and provide access to such Licensed Material via a Secure Network to Authorized and Walk-in-Users in accordance with the terms of this Agreement. The Licensee is further permitted to make such copies or re-format the Licensed Material contained in the archival copies supplied by the Licensor in any way to ensure

their future preservation and accessibility in accordance with this Agreement.

11 GENERAL

11.1 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

11.2 ALTERATIONS

Alterations to this Agreement and to the Schedules to this Agreement (which may be altered separately from the body of this Agreement without affecting the validity of the Agreement as a whole) are only valid if they are recorded in writing and signed by both parties.

11.3 ASSIGNMENT

This Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations,

11.4 NOTICES

Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post. to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement,

Notices to the Licensee shall be sent to the following address:

National Library of Finland
FinELib
PL 15 (Unioninkatu 36)00014 University of Helsinki,Finland
finelib@helsinki.fi

Notices to the Licensor shall be sent to the following address:

The American Association for the Advancement of Science
1200 New York Avenue, NW
Washington, DC 20005 USA
Attn:Legal Department with copy to Emilie David
Email: edavid@aaas.org

11.5. FORCE MAJEURE

Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, but not limited to, war, strikes, natural disasters, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

11.5 SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

11.6 WAIVER

The failure of either party to require performance by the other party of any provision of this Agreement will not affect its full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

11.7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Finnish law, excluding its choice of law rules.

11.8 SCHEDULES

This Agreement includes the following Schedules (which can be amended from time to time), which are incorporated as if fully set forth herein:

- Schedule 1: The Licensee: members of the FinELib-consortium
- Schedule 2: The Licensed Material
- Schedule 3: The License Fee(s)
- Schedule 4: TDM
- Schedule 5: Data transfer agreement

Personal data and IP
ranges removed.

Schedule1:

The Licensee: members of the FinELib-consortium

Universities

Aalto University

[REDACTED]
PO Box 11000, 00076 Aalto

[REDACTED]
Value added tax identification
number: FI-22283574

Abo Akademi University

[REDACTED]
Domkyrkogatan 2-4, FI-20500 Åbo,
Finland


[REDACTED]
Value added tax identification
number: FI-02463121



Tampere University including Tampere
University Hospital

[REDACTED]
Tampere University Foundation sr,
Tampere University, 33014 TAMPERE
UNIVERSITY

[REDACTED]
Value added tax identification
number: FI-28445618


University of Eastern Finland including
Kuopio University Hospital

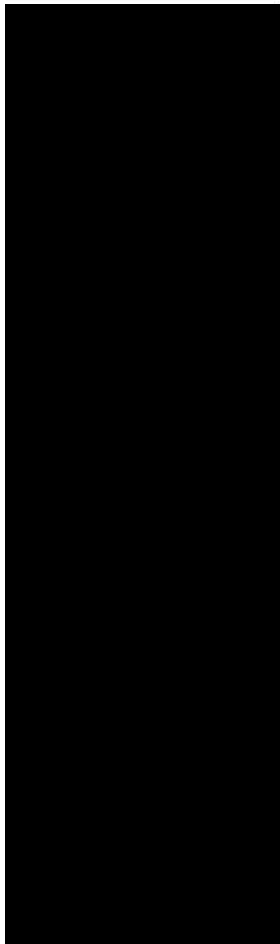

Yliopistonranta 1, P.O.Box1627, FI-
70211 Kuopio



Value added tax identification
number: FI-22857339

University of Helsinki including
Helsinki University Central Hospital


P.O. Box 33, FIN-00014 Helsinki
University, Finland


Value added tax identification
number: FI-03134717



University of Jyväskylä



P.O.Box 35, FIN-40351 Jyväskylä,
Finland

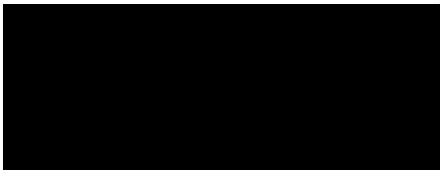
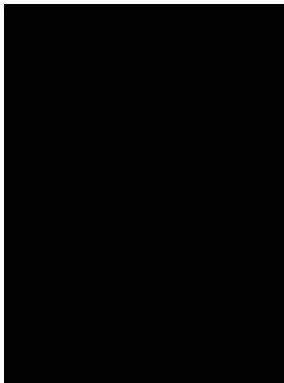


Value added tax identification
number: FI-02458947

University of Oulu including Oulu
University Hospital



P.O.Box 7500, FIN-90014 University
of Oulu, Finland



Value added tax identification

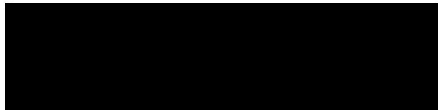
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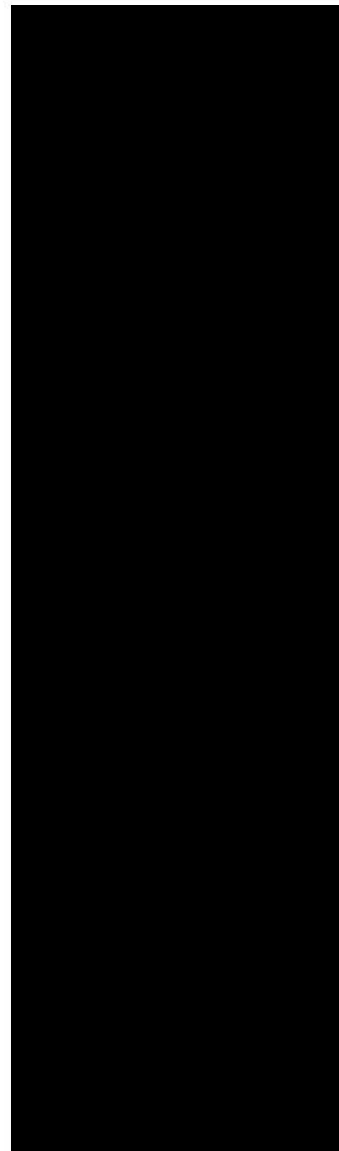
University of Turku including Turku
university central hospital

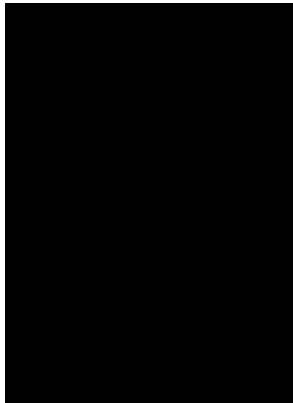


University of Turku, Feeniks Library,
20014 TURUN YLIOPISTO



Value added tax identification
number: FI-02458963





Universities of Applied Sciences

Tampere University of Applied
Sciences

[REDACTED]
Kuntokatu 3, 33520 Tampere

[REDACTED]
Value added tax identification
number: FI-10154281

Research institutes

Finnish Environment Institute

[REDACTED]
Latokartanonkaari 11, FI-00970
Helsinki, Finland

[REDACTED]
Value added tax identification
number: FI-09961895

National Institute for Health and
Welfare

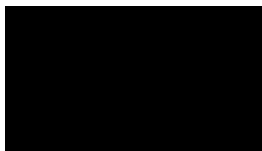
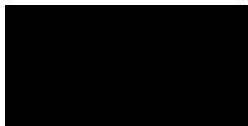
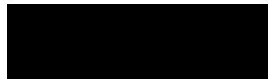
[REDACTED]
P.O.Box 30, FI-00271 Helsinki,
Finland

[REDACTED]
Value added tax identification
number: FI-22295006

Natural Resources Institute Finland

[REDACTED]
Latokartanonkaari 9, 00790 Helsinki,
Finland

[REDACTED]





Value added tax identification
number: FI02446292



VTT Technical Research Centre of
Finland



P.O. Box 1000, FI-02044 VTT, Finland



Value added tax identification
number: FI-26473754

Schedule 2: The Licensed Material

Science Online
ISSN: 1095-9203
Access starting from: 1997-current

Science Signaling
ISSN: 1937-9145
Access starting from: 1999-current

Science Translational Medicine
ISSN: 1946-6242
Access starting from: 2009-current

Science Robotics
ISSN: 2470-9476
Access starting from 2016-current

Science Immunology
ISSN: 2470-9468
Access starting from: 2016-current

Science Classic: Backfile of Science (1880-1996) purchased separately, in the agreement included only annual maintenance fee.

Schedule 3: The License Fees

The Licensee shall, in consideration for the rights granted under this Agreement, pay the Fees as set out below. The Fees are exclusive of VAT.

2019 AAAS/Science Consortium Price Quote (Confidential)

Consortium Name: FinELib Consortium
 AAAS Number: 20044621
 Current Expiration Date: December 7, 2018
 2019 Subscription Term: December 14, 2018 - December 6, 2019
 Consortium Administrator: [REDACTED]

Total Due:
\$155,458.21

Personal data re-
 moved

Type:	Amount	# of Institutions
Renewal: \$	143,747.87	12
Additional Titles: \$	9,421.79	
New Member Institutions: \$	2,288.55	1
2019 Direct Totals: \$	155,458.21	13
check: \$	155,458.21	

Listing of Fees and Subscribed products per Licensee organisation:

AAAS Number	Account Name	Subscribed products*	2019 Consortium Price (Renewal + New)	Final Price +
11946768	Aalto University	Science Online, Science Classic, Science Translational Medicine Science Robotics	\$ 16,603.26	
20091498	Abo Akademi University	Science Online, Science Classic	\$ 5,568.90	
11946938	Finnish Environment Institute	Science Online	\$ 3,134.05	
11946687	Jyvaskyla University	Science Online	\$ 8,698.20	
11946881	National Institute for Health and Welfare	Science Online	\$ 6,396.35	
20024542	Natural Resources Institute Finland-LUKE	Science Online	\$ 5,324.75	
11946725	Oulu University including Oulun University Hospital	Science Online, Science Classic, Science Translational Medicine	\$ 11,595.78	
13863118	Tampere University including Tampere University Hospital	Science Online, Science Translational Medicine, Science Robotics	\$ 25,197.29	

20163728	Technical Research Centre of Finland, VTT	Science Online, Science Robotics	\$ 8,383.80
11946784	Turku University including Turku university central hospital	Science Online, Science Classic, Science Signaling, Science Translational Medicine, Science Immunology	\$ 21,990.03
11946644	University of Eastern Finland including Kuopio University Hospital	Science Online, Science Signaling, Science Translational Medicine, Science Immunology	\$ 20,719.60
11946628	University of Helsinki including Helsinki University Central Hospital	Science Online, Science Classic, Science Signaling, Science Translational Medicine	\$ 19,557.65
11946865	Tampere University of Applied Sciences	Science Online, Science Translational Medicine, Science Robotics	\$ 2,288.55
			\$ 155,458.21

*Science classic = annual maintenance fee of backfiles purchased separately

Payment will be made annually within sixty (60) days of receipt of invoice. The tasks of receipt, payment and other handling of invoices are undertaken by the National Library on behalf of the Licensee.

The invoice must contain the following information:

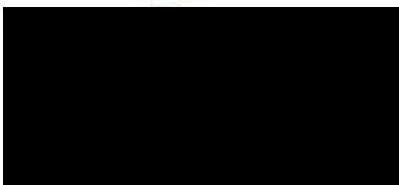
- reference: H98121 FinELib
- name of the Licensed content
- subscription year

Invoicing information:

University of Helsinki/FinELib
P.O.Box 15 (Unioninkatu 36)
FIN-00014 Helsinki University
Email: finelib@helsinki.fi

Signatures

For the Licensee:



Date: 13.5.2019

For the Licensor:



Date: 4/30/2019

Signatures removed.

SCHEDULE 4 2019 FinELIB CONSORTIAL LICENSE TERMS AND CONDITIONS FOR TEXT AND DATAMINING ("TDM")

- I. The terms and conditions herein are further defined by the definitions, terms and restrictions of the 2019 FinELIB Consortial License (the "Agreement") of which this Schedule 4 is a part.
 - II. The rights granted herein are extended only to Authorized Users as defined in the Agreement for text and/or data mining for non-commercial research purposes only.
1. **TEXT AND DATA MINING RIGHTS.** Authorized Users of the Licensee, as defined in the License, may, subject to the restrictions below:
 - a. Download articles from the Licensed Materials from the Server for storage on Licensee's or third party server.
 - b. Index and Extract semantic entities from the copies of the Licensed Materials stored on Licensee's or third party server for the purpose of including but not limited to identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.
 - c. Mount, load, integrate and analyze the results, evaluations, or interpretations internally e.g. on Authorized User's computer or Licensee's server dedicated to Licensee's text mining system (but not on a library server, repository or archive) for use and access by Authorized Users;
 - d. Distribute aggregate data and analysis produced as a result of TDM of the Licensed Materials in the form of research communications such as scholarly papers, journals, and similar work product created by the Authorized User during the regular course of the Authorized User's research and work for the Licensee. In all such cases, Authorized User is required to provide appropriate attribution in accordance with 2.d.
 - e. Make TDM aggregate data available on an externally facing website for public access (in response to a search query, for example) subject to the limitations in section 2 below.
 2. **LIMITATIONS.** Except as permitted in this Schedule 4 or otherwise permitted in the Agreement or by other written agreement with the Licensor, Licensee and its Authorized Users may not:
 - a. Substantially or systematically reproduce, retain, or redistribute the Licensed Materials;
 - b. Perform systematic or substantive extracting, especially for the purposes of creating a product or service for use by third parties;
 - c. Use the results or output of TDM to enhance institutional or subject repositories in ways that compete with or have the potential to substitute for or replicate the Licensed Materials or any work of the Licensor such that it substitutes for a subscription;
 - d. Where aggregate data is made available to non-Authorized Users on an externally facing website as a result of a search query, and where such outputs include original, copyright protected material, a snippet of that original,

SCHEDULE 5 Data transfer agreement

ANNEX

'SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

Licensees as listed in schedule 1 (name)

_____ (address and country of establishment)

hereinafter "data

exporter") and

The American Association for the Advancement of Science (AAAS)(name)

1200 New York Avenue NW, Washington, DC 20005 USA (address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

copyright protected material may be displayed/presented. For the purposes of this Schedule 4, a snippet shall mean an extract that is no more than 150 characters or as permitted by the copyright laws of Finland. Where snippets and/or bibliographic metadata are distributed, they should be accompanied by a DOI link or an alternative attribution via other means that refers to the individual full text article.

- e. Extract, develop or use the Licensed Materials for any commercial activity;
- f. Abridge, modify, translate or create any derivative work based on the Licensed Materials, except as may be necessary to make it perceptible on a computer screen to Authorized Users;
- g. Use any automated computer program or activity to search, index, test, download, or grab information from the Licensed Materials (including but not limited to web robots, spiders, and crawlers) that has a negative impact on Licensor's Server or on the use of the Licensed Materials by others.

3. SECURITY.

Licensee will use reasonable physical, administrative, organizational and technical measures to protect the security of the Licensed Materials from unauthorized disclosure or use.

4. POST TERMINATION OBLIGATIONS.

Upon termination of the Agreement the Licensee shall destroy all copies of the Licensed Material and portions thereof that were created pursuant to the terms of this Schedule 4 that are in its possession or control This clause shall not apply to content to which the Licensee has retained access right under Article 10 of the Agreement or for such copies that are not copyright protected according to copyright laws of Finland or to which an exception in copyright law applies and which have been lawfully made at the time of creation

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the

undertakings set out in these clauses.

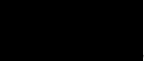
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

- (h) It will process the personal data, at its option, in accordance with:
- (i) the data protection laws of the country in which the data exporter is established, or
 - (ii) the relevant provisions ⁽¹⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorization or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data ⁽²⁾, or
 - (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: III.

Initials of data importer:  _____;

Signature
removed

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

- (1) "Relevant provisions" means those provisions of any authorization or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).
- (2) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative be drafted to cover multiple transfers.

Dated: 4/30/2019

13.5.2019



Signatures removed

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

- (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
- (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- (b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:

Authorised users as defined in the agreement.

Purposes of the transfer(s)

The transfer is necessary for the following purposes:

To enable access by authorized users to licensed content via IP-authentication, to inform the publisher of appropriate contact person in the licensee institution for communication regarding administration of the agreement.

Categories of data

The personal data transferred concern the following categories of data:

IP-addresses used by authorized users, names and contact information of library person(s) at licensee institutions.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

To the importer's own systems.....
.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

No sensitive data.
.....
.....

Data protection registration information of data exporter
(where applicable)

.....
.....
.....

Additional useful information (storage limits and other relevant information)

The personal data transferred may be stored until the end of the agreement term as defined in the agreement, unless the agreement is renewed (applies to those licensee institutions for whom the agreement is renewed). During the agreement term data that is no longer up to date or valid must be deleted.

Contact points for data protection inquiries

Data importer

Data Protection Office

dataprotectionoffice@aaas.org

.....
Data exporter



Personal data removed