

## 2023-2024 FinELib Consortial Agreement

### 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.

**Complimentary Resources**

Non-journal resources made available to the Licensee on a complimentary basis (for example, News from Science is currently offered as a Complimentary Resource to institution subscribers to Science (1997-current)). Electronic journals that are made available to the Licensee through trial access may also be considered Complimentary Resources for the duration of the trial. The Usage Rights granted herein with respect to the Licensed Materials shall also apply to Licensee's use of the Complimentary Resources, except where otherwise noted or excluded.

**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, Central Discovery 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 and, where applicable, Complimentary Resources 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 9.12.2022 - 01.12.2024. For Licensees who renew their subscription for the Agreement term following this one, access to the Licensed Materials shall be maintained without interruption into the start of the new term under the terms of this Agreement.

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/or 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 Materials and Complimentary Resources 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 Materials and Complimentary Resources 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 Materials and Complimentary Resources 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 Materials and Complimentary Resources (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 Materials and Complimentary Resources 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.
- 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 Materials and Complimentary Resources.
- 3.3.2. Electronically save copies of parts of the Licensed Materials and Complimentary Resources subject to 4.2 below
- 3.3.3. Print off single copies of parts of Licensed Materials and Complimentary Resources subject to 4.2 below.
- 3.3.4. Distribute single copies of individual articles or items of the Licensed Materials and Complimentary Resources 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 Materials and Complimentary Resources 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 Materials and Complimentary Resources.
- 3.3.7. Where such uses are permitted under the copyright laws of Finland, extract and use excerpts from the Licensed Materials and Complimentary Resources 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 and Complimentary Resources in the Authorized User's own scientific, scholarly, and educational works including but not limited to books and articles.

### **3.4. Authorized Users may:**

- 3.4.1. Make a reasonable number of photocopies of parts of the Licensed Materials and Complimentary Resources.
- 3.4.2. Distribute parts of the Licensed Materials and Complimentary Resources 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 Materials and Complimentary Resources 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.

## **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 Materials or Complimentary Resources, save as permitted in this Agreement
- 4.2. Systematically make printed or electronic copies of multiple extracts of the Licensed Materials or Complimentary Resources save as permitted in this Agreement.
- 4.3. Display or distribute any part of the Licensed Materials or Complimentary Resources 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 Materials or Complimentary Resources 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 Materials or Complimentary Resources save as permitted in this Agreement.

- 4.6.** Publish, distribute or make available the Licensed Materials or Complimentary Resources, 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 Materials or Complimentary Resources, 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 or Complimentary Resources 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. Use any automated computer program or activity to search, index, test, download, or grab information from the Licensed Materials or Complimentary Resources (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 Materials and Complimentary Resources 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 Materials and Complimentary Resources 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 Licensors side, Licensors shall make adjustments to reduce/refund Licensee's Fee in pro-rated proportion to the interruption .
- 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 Licensors shall provide web-based user training.
- 5.7.** The Licensors agrees to implement the following industry standards to enhance access and use of the Licensed Material. Licensors 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 Licensors will provide additional usage statistics directly to the Licensee via the Licensors or third party's website through the use of passwords issued by the Licensors.
  - 5.7.2.** Use its best endeavours to ensure that the Licensed Material is accessible to all the Authorized and Walk-in - Users of the Licensee and aligns with Web Content Accessibility Guidelines WCAG (<https://www.w3.org/WAI/standards-guidelines/wcag/>).
  - 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](http://www.niso.org/workrooms/sushi));
  - 5.7.9. Use all best efforts to provide link resolver vendors, with whom it has a relationship, including Ex Libris (SFX, Alma uResolver), 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 CDI Central Discovery Index) 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.

In addition, Licensee will provide annually statistics about the number of paywalled articles authored by corresponding authors affiliated to organizations located in Finland.

- 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. Licensor will offer CC BY 4.0 (or newer version of the license) for the duration of the Term.

The discount is valid for all article types.

Payment is only requested once a paper has been accepted.

Licensor will provide twice per year 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. Authors who are eligible for a discount, but who don’t apply it at the original time of payment, must contact [REDACTED] to re-transact the entire order with corrected pricing.

- 5.12.** Reserve the right at any time to withdraw from the Licensed Materials and Complimentary Resources 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 and Complimentary Resources 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.

## **8. WARRANTIES AND REPRESENTATIONS**

**8.1.** THE LICENSOR WARRANTS AND REPRESENTS TO THE LICENSEE THAT THE LICENSED MATERIALS AND COMPLIMENTARY RESOURCES AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN ARE OWNED BY OR LICENSED TO THE LICENSOR AND THAT THE LICENSED MATERIALS AND COMPLIMENTARY RESOURCES 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 MATERIALS AND COMPLIMENTARY RESOURCES, 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 MATERIALS AND COMPLIMENTARY RESOURCES 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 MATERIALS AND COMPLIMENTARY RESOURCES.
- 8.4.** THE LICENSOR WARRANTS AND REPRESENTS THAT THE LICENSED MATERIALS AND COMPLIMENTARY RESOURCES SUPPLIED PURSUANT TO CLAUSE 10.5 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
  - 10.2.3. Licensee opts out during the term of the Agreement. Notice of an opt-out must be given to the Licensor no

later than three months prior to the end of the calendar year. The opt out will become effective on 1<sup>st</sup> of January of the following year. When the Agreement is terminated the respective Licensee's share of the Fee(s) will be deducted from the Fee(s).

10.2.4. A change in control of a Licensee occurs, a Licensee merges with or acquires an organization, breaks up or if changes relevant to this Agreement occur in the Licensee's permission to organize higher level education or other legislation regarding the Licensee and relevant to this Agreement. When the Agreement is terminated the respective Licensee's share of the Fee(s) will be deducted from the Fee(s).

**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 and Complimentary Resources, 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 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  
[REDACTED]

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  
[REDACTED]

### **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.

### **11.6 SEVERABILITY**

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

### **11.7 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.

### **11.8 GOVERNING LAW**

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

### **11.9 SANCTIONS**

11.9.1 Licensor confirms that it is currently not the subject or target of any sanctions imposed by the sanctions authority of the



European Union or the United Nations and neither is any person or entity that is an owner of Licensor or otherwise has control over Licensor.

Licensor will inform the National Library without delay if there is any change in the status of itself or the aforementioned person or entity. If there is a change in the aforementioned sanctions status the Licensee has the right to terminate this Agreement with immediate effect and receive a pro-rated refund of any Fees paid.

11.9.2 Licensee confirms that it is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or Executive Order of the President of the United States. If there is a change in the aforementioned sanctions status the Licensor has the right to terminate this Agreement with immediate effect and without further notice, grace period or refund.

#### **11.10 CONFIDENTIALITY**

This Agreement including all schedules is not considered confidential. Licensor acknowledges that the National Library and/or Licensee (s) is intending to publish the Agreement including all Schedules.

#### **11.11 PERSONAL DATA**

The transfer of personal data from Licensee to Licensor including liability is governed solely by Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers), as set forth in Schedule 4.

#### **11.12 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: Standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679

Schedule 5: Green Zero Day OA Pilot

**Schedule1:**

The Licensee:

Members of the FinELib-consortium

[Redacted]

Universities

Aalto University

[Redacted]

Abo Akademi University

[Redacted]

Tampere University including Tampere University Hospital

[Redacted]

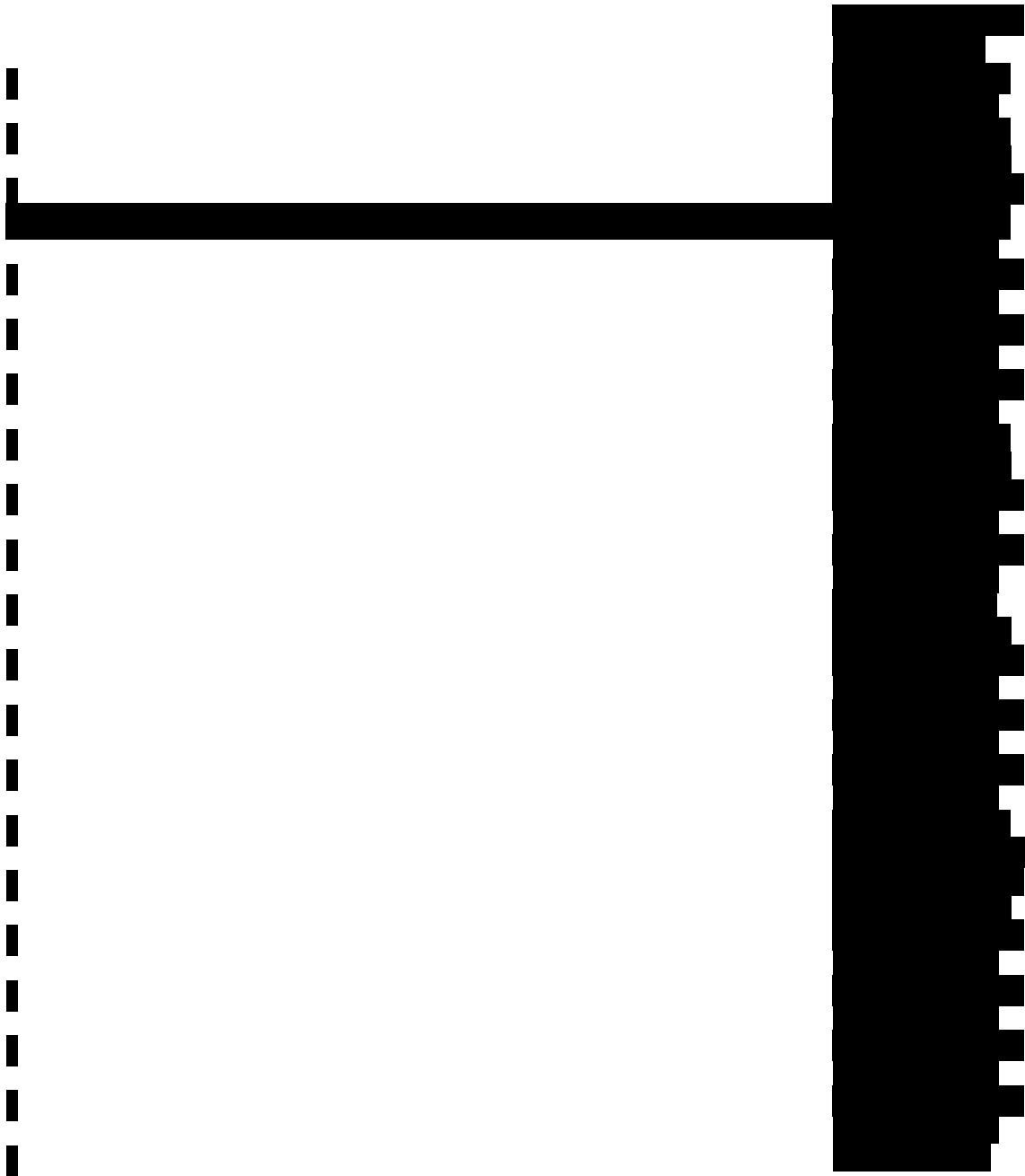
University of Eastern Finland including Kuopio University Hospital

[REDACTED]

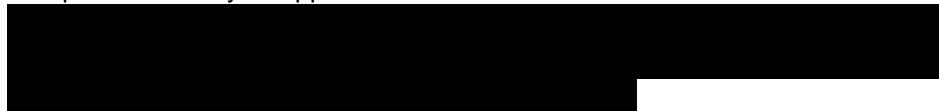
University of Helsinki including Helsinki University Central Hospital

[REDACTED]





Polytechnics  
Tampere University of Applied Sciences



Research institutes  
Academy of Finland



Finnish Environment Institute

[Redacted]

Finnish Institute for Health and Welfare  
Minna Liikala

193.167.195.60

[Redacted]

Finnish Institute of Occupational Health

[Redacted]

Finnish Medicines Agency

[Redacted]

Finnish Meteorological Institute

[Redacted]

Geological Survey of Finland

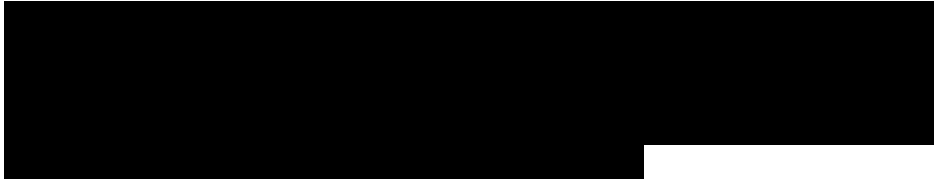
[Redacted]

Natural Resources Institute Finland

[Redacted]

VTT Technical Research Centre of Finland

[Redacted]



## **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.

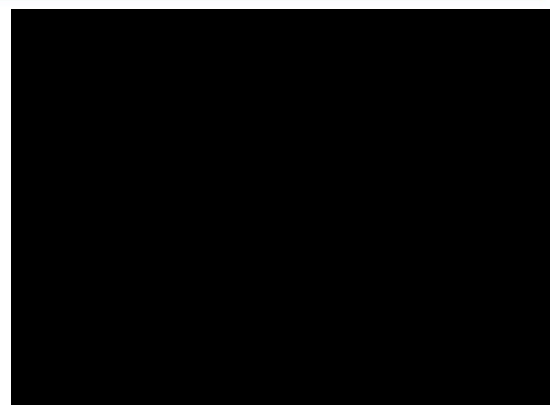
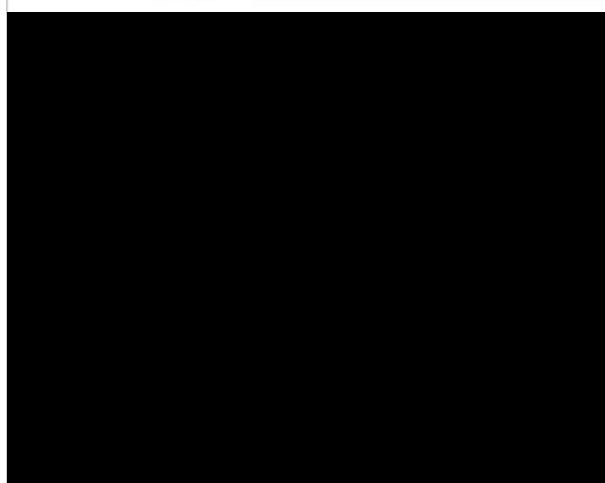


### Schedule 3: The License Fees

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.



## Invoice



AAAS#	Institution Name	FTE Count	Science	Science Classic	Science Signaling	Science Translational Medicine	Science Immunology	Science Robotics	Total Price
11946788	Aalto University	7,323	\$10,956.56	\$125.00		\$3,431.63		\$2,584.41	\$17,097.60
20091498	Abo Akademi University	2,249	\$5,745.75	\$125.00					\$5,870.75
20364642	Academy of Finland	81	\$3,324.94						\$3,324.94
11946938	Finnish Environment Institute	237	\$3,324.94						\$3,324.94
13863142	Finnish Institute of Occupational Health	220	\$4,005.96						\$4,005.96
20291987	Finnish Medicines Agency	131	\$3,397.97						\$3,397.97
20061682	Finnish Meteorological Institute	320	\$3,666.52						\$3,666.52
20163730	Geological Survey of Finland	240	\$4,160.61						\$4,160.61
11946687	Jyväskylä University	5,184	\$9,228.23						\$9,228.23
11946881	National Institute for Health and Welfare	550	\$6,588.24						\$6,588.24
20024542	Natural Resources Institute Finland-LUKE	621	\$5,484.49						\$5,484.49
11946725	Oulu University	4,724	\$8,664.57	\$125.00		\$3,505.43			\$12,295.00
13863118	Tampere University	8,221	\$19,158.57			\$3,431.63		\$2,584.41	\$25,174.61

AAAS#	Institution Name	FTE Count	Science	Science Classic	Science Signaling	Science Translational Medicine	Science Immunology	Science Robotics	Total Price
11946885	Tampere University of Applied Sciences	1,553	\$1,942.32			\$218.36		\$218.36	\$2,379.04
20163728	Technical Research Centre of Finland, VTT	1,359	\$6,289.07					\$2,346.25	\$8,635.32
11946784	Turku University	6,470	\$13,406.24	\$125.00	\$3,013.58	\$3,320.94	\$2,780.22	\$2,362.10	\$25,008.08
11946644	University of Eastern Finland	5,866	\$12,226.46		\$3,013.58	\$3,320.94	\$2,780.22		\$21,341.19
11946628	University of Helsinki	13,634	\$12,682.80	\$125.00	\$3,557.21	\$3,775.61	\$3,088.44		\$23,229.06
								<b>Total Due:</b>	<b>\$184,212.55</b>

Listing of Fees and Subscribed products per Licensee organisation:

\*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: [REDACTED]
- name of the Licensed content
- subscription year

**Invoicing information:**

[REDACTED]

**Signatures**

For the Licensee:

For the Licensor:

Signature:

Signature:

Name:

Name:

[REDACTED]

Date:

Date:

## **SCHEDULE 4 Data transfer agreement**



Brussels, 4.6.2021  
C(2021) 3972 final

ANNEX

**ANNEX**

*to the*

**COMMISSION IMPLEMENTING DECISION**

**on standard contractual clauses for the transfer of personal data to third countries  
pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council**

## ANNEX

### STANDARD CONTRACTUAL CLAUSES

#### SECTION I

##### *Clause 1*

##### ***Purpose and scope***

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)<sup>1</sup> for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
  - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)
- have agreed to these standard contractual clauses (hereinafter: “Clauses”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

---

<sup>1</sup> Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...].

## *Clause 2*

### ***Effect and invariability of the Clauses***

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

## *Clause 3*

### ***Third-party beneficiaries***

- (e) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
  - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
  - (iii) Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
  - (iv) Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
  - (v) Clause 13;
  - (vi) Clause 15.1(c), (d) and (e);
  - (vii) Clause 16(e);
  - (viii) Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.
- (f) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

## *Clause 4*

### ***Interpretation***

- (g) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (h) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (i) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

*Clause 5*

***Hierarchy***

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

*Clause 6*

***Description of the transfer(s)***

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

*Clause 7 - Optional*

***Docking clause***

- (j) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (k) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (l) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

**SECTION II – OBLIGATIONS OF THE PARTIES**

*Clause 8*

***Data protection safeguards***

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

**MODULE ONE: Transfer controller to controller**

**8.1 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:



- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

## **8.2 Transparency**

- (m) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
  - (i) of its identity and contact details;
  - (ii) of the categories of personal data processed;
  - (iii) of the right to obtain a copy of these Clauses;
  - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (n) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (o) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (p) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

## **8.3 Accuracy and data minimisation**

- (q) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

- (r) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (s) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

#### **8.4 Storage limitation**

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation<sup>2</sup> of the data and all back-ups at the end of the retention period.

#### **8.5 Security of processing**

- (t) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (u) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (v) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (w) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (x) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate

---

<sup>2</sup> This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

- (y) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (z) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

## **8.6 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

## **8.7 Onward transfers**

The data importer shall not disclose the personal data to a third party located outside the European Union<sup>3</sup> (in the same country as the data importer or in another third country, hereinafter "onward transfer") unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

---

<sup>3</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

#### **8.8 Processing under the authority of the data importer**

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

#### **8.9 Documentation and compliance**

- (aa) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (bb) The data importer shall make such documentation available to the competent supervisory authority on request.

**MODULE TWO: INTENTIONALLY DELETED**

**MODULE THREE: INTENTIONALLY DELETED**

**MODULE FOUR: INTENTIONALLY DELETED**

*Clause 9*  
*Use of sub-processors*

**MODULE TWO: INTENTIONALLY DELETED**

*Clause 10*  
*Data subject rights*

**MODULE ONE: Transfer controller to controller**

- (cc) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request.<sup>4</sup> The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (dd) In particular, upon request by the data subject the data importer shall, free of charge :
- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
  - (ii) rectify inaccurate or incomplete data concerning the data subject;
  - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

---

<sup>4</sup> That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

- (ee) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (ff) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
  - (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
  - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (gg) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (hh) The data importer may refuse a data subject’s request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (ii) If the data importer intends to refuse a data subject’s request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

**MODULE TWO: INTENTIONALLY DELETED**

**MODULE THREE: INTENTIONALLY DELETED**

**MODULE FOUR: INTENTIONALLY DELETED**

*Clause 11*

***Redress***

- (jj) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

### **MODULE THREE: Transfer processor to processor**

- (kk) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (ll) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (mm) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (nn) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (oo) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

#### *Clause 12*

#### *Liability*

### **MODULE ONE: Transfer controller to controller**

### **MODULE FOUR: Transfer processor to controller**

- (pp) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (qq) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (rr) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (ss) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

- (tt) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

**MODULE TWO: INTENTIONALLY DELETED**

**MODULE THREE: INTENTIONALLY DELETED**

*Clause 13*

*Supervision*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

- (uu) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (vv) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

**SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS  
BY PUBLIC AUTHORITIES**

*Clause 14*

*Local laws and practices affecting compliance with the Clauses*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

**MODULE FOUR: Transfer processor to controller** (*where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU*)

- (ww) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose



personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- (xx) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards<sup>5</sup>;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (yy) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (zz) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

---

<sup>5</sup> As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

- (aaa) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (bbb) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

#### *Clause 15*

#### *Obligations of the data importer in case of access by public authorities*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

**MODULE FOUR: Transfer processor to controller** (*where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU*)

#### **15.1 Notification**

- (ccc) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
  - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws

of the country of destination; such notification shall include all information available to the importer.

- (ddd) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (eee) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (fff) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (ggg) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## **15.2 Review of legality and data minimisation**

- (hhh) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (iii) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (jjj) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

*Clause 16*

***Non-compliance with the Clauses and termination***

- (kkk) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (lll) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (mmm) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses;  
or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (nnn) [For Modules One, Two and Three: Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.] The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (ooo) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

*Clause 17*

***Governing law***

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

[OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Finland.

**MODULE FOUR: INTENTIONALLY DELETED**

*Clause 18*

*Choice of forum and jurisdiction*

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

(ppp) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(qqq) The Parties agree that those shall be the courts of Finland \_\_\_\_ (*specify Member State*).

(rrr) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(sss) The Parties agree to submit themselves to the jurisdiction of such courts.

**MODULE FOUR: INTENTIONALLY DELETED**

## APPENDIX

### EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

### ANNEX I

#### A. LIST OF PARTIES

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

**MODULE FOUR: Transfer processor to controller**

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name:

Each Licensee listed in Schedule 1 of the main agreement

Address: listed in Schedule 1

Contact person's name, position and contact details:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Activities relevant to the data transferred under these Clauses:

enabling the importer to provide services in accordance with the main agreement

Signature and date: ...

Role (controller/~~processor~~): ...

2. ...

**Data importer(s):**

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

Data Protection Officer [REDACTED]

Activities relevant to the data transferred under these Clauses:

provision of services in accordance with the main agreement

Signature and date: ...

Role (controller/processor): ...

2. ...

## **B. DESCRIPTION OF TRANSFER**

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

**MODULE FOUR: Transfer processor to controller**

*Categories of data subjects whose personal data is transferred*

Authorised users as defined in the agreement.

*Categories of personal data transferred*

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

For Librarian Role (in addition to data for Authorised Users)

- Mobile Phone Number (if configured for Two-Factor Authentication)

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

No sensitive data is transferred.

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

Contact information is a one time transfer at the start of the agreement term. IP-addresses are transferred at the start of the agreement term and updated (added, deleted) as needed throughout the agreement term.

*Nature of the processing*

Contact information: storage and use for administration of the agreement.

IP-addresses: Storage and use for the provision of the services defined in the main agreement.

*Purpose(s) of the data transfer and further processing*

Contact information of library personnel: for importer to have a direct line of contact to their contractual partners.

IP-addresses: to enable access to licensed electronic resources to authorised users and show usage by licensee institutions.

*period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

The duration of the agreement term unless the agreement is renewed (as may be applicable to one or more licensee institutions). For avoidance of doubt, during the agreement term data that is out of date or no longer valid, must be deleted if so instructed by the exporter.

*For transfers to processors, also specify subject matter, nature and duration of the processing*

The platform provider (Atypon) may have access to this information for the purposes of providing access to online journals to users for the duration of the agreement term.

.....



## **C. COMPETENT SUPERVISORY AUTHORITY**

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

Office of the Data Protection Ombudsman

Lintulahdenkuja 4, 00530 Helsinki

P.O. Box 800, 00531 Helsinki, Finland

[REDACTED]

[REDACTED]

## **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

*Security measures for data stored at Science journals platform level:*

All access via TLS secured connections.

Two Factor Authentication required for Admin Access.

Access to data is limited to staff with business need.

Infrastructure and data protected according the information security principles of confidentiality, integrity, and availability.

The security program is based on the NIST Cybersecurity Framework, including but not limited to provider policies, standard operating procedures, and technical controls.

*Security measures for data stored at Account Management Platform (individual Authorized Users):*

All access via TLS secured connections.

Data encrypted at rest.

Access to data is limited to staff with business need.

All staff access is via named, authenticated accounts with MFA.

*Security measures for data stored at AAAS Identity Provider:*

All access via TLS secured connections.

Data encrypted at rest.

Backups are retained for 12 months.

Authentication endpoints implemented in High Availability manner.

Access to underlying servers and data restricted to specific authenticated administrators and requires VPN and MFA.

Access to authentication endpoints is limited to specific ports and allowed IP addresses.

*For transfers to processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter*

Personal data is protected according to the information security principles of confidentiality, integrity, and availability, based on the NIST Cybersecurity Framework (CSF).

**ANNEX III – LIST OF SUB-PROCESSORS INTENTIONALLY DELETED**

## Schedule 5: Green Zero Day OA Pilot

### I. Purpose

This Amendment confirms the terms of the Green Zero Day OA Pilot (“Pilot”) between the parties with respect to peer reviewed research articles publishing in *Science* journals and authored by the subset of Authorized Users under the License Agreement and who met the Eligibility criteria below.

During the Pilot Term (see below), the National Library will communicate the details of the Pilot and the eligibility requirements to Licensees via their online author instructions page: <https://finelib.fi/open-access-publishing-in-science-journals/>.

### II. Pilot Term

This Pilot shall begin on December 2, 2022 and end on the earlier of either December 1, 2024 or the termination of the License Agreement. The provisions of this Schedule will be reviewed and discussed by the parties at renewal of the License Agreement.

### III. Eligibility

The Pilot shall apply for papers where all of the following criteria are met:

- The paper is a peer-reviewed research article submitted to one of the following *Science* journals: *Science*, *Science Immunology*, *Science Robotics*, *Science Signaling*, or *Science Translational Medicine* during the Pilot Term; and
- At the time of submission, the corresponding author of the paper is an affiliated researcher, faculty member, other staff member or student of a Licensee that has an active subscription license under the License Agreement; and
- The above-mentioned subscription license includes the particular *Science* journal publishing the corresponding author’s paper.

### IV. Conditions

By virtue of this Pilot, where the above criteria are met, corresponding authors affiliated to a Licensee may deposit the Author Accepted Version of their peer-reviewed research to a public repository with a CC BY license at publication under the conditions identified below. The Author Accepted Version is defined as the version of the paper that is accepted for publication by Licensor including changes resulting from peer review but prior to Licensor’s copy editing and production that is not updated to resemble the final version published by Licensor.

Conditions:

- A notice must be included on the Author Accepted Version that clearly identifies it as the Author Accepted version, that includes a link to the final published version on the Licensor website, and that indicates the deposited Author Accepted version is being distributed under the CC BY license (<https://creativecommons.org/licenses/by/4.0/>).]” and
- Authors of eligible papers will still be required to sign Licensor’s License to Publish during the article submission process. Under the License to Publish, authors retain copyright in their manuscript, subject to the rights granted to AAAS. Except as otherwise stated herein, the terms of that license shall

prevail with respect to the rights in and to the paper and the representations and considerations made by the authors and Licensor.

#### **V. Reporting**

In January 2024, Licensor will provide to the National Library a report of the research articles where the corresponding author is from Finland. National Library will identify the articles from that list that were eligible for this pilot and confirm to Licensor whether they have been self-archived and under what terms.