

**2021 License Agreement concerning Consortium use of  
ACM Digital Library**

THIS AGREEMENT is made between

**ACM** (the Association for Computing Machinery), with its principal offices at 1601 Broadway, 10<sup>th</sup> Floor, New York, NY 10019, USA ("the Licensor"), and

**The National Library of Finland** with its principal offices at Unioninkatu 36, (P.O.Box 15), FI-00014, UNIVERSITY OF HELSINKI, Helsinki, Finland ("the National Library"), and other members of the FinELib Consortium (each the "Subscriber"), other members of the FinELib Consortium represented by National Library via a power of attorney; consortium members listed in Schedule 1.

The Subscriber will be granted the right and license to use the Licensed Material on the terms and conditions of this License Agreement.

**Definitions**

In this Agreement the following words and expressions shall have the following meanings:

"Authorized User" shall mean an individual who at the beginning or during the License Period becomes a member of Subscriber's scientific, research or other staff (whether on a temporary, permanent or visiting basis, or retired staff as long as he or she is not employed by another non-subscribing institution), a faculty member (including temporary or exchange faculty for the duration of their assignment and retired faculty as long as he or she is not employed by another non-subscribing institution), outsourced faculty and/or staff in their performance of services for and on behalf of the Subscriber only, or a student, and who can access the Licensed Material onsite or offsite. Authorized User also means an individual who at the beginning or during the License Period becomes a Walk-in user who can access the Licensed Material from Subscriber's computer or otherwise within the physical premises of the Subscriber. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Subscriber. For the avoidance of doubt, Walk-In Users may not be given access to the Licensed Material by any wireless network provided by the Subscriber unless such a network is a Secure Network.

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for the Subscriber or an Authorised 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 Subscriber from Authorised or Walk-In-Users or from the receiving library in the case of an Inter Library Loan,
- use by the Subscriber or by Authorised or Walk-In-Users of the Licensed Material in fee based educational programs,
- use by the Subscriber, Authorized or Walk-in-User of the Licensed Material in the course of research funded by a commercial organisation,
- nor use of the Licensed Material 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.

"Educational Purposes" shall mean for the purpose of education, teaching, distance learning, private study, retrieving information and/or research.

"Electronic Subscription Fee" shall mean the one-off fee payable by the Subscriber in consideration of the grant of the licenses to the Subscriber;

"Intellectual Property" shall mean copyright, database right, patents, design rights and trademarks whether registered or unregistered, semi-conductor topography rights and all other industrial, commercial or intellectual property rights existing in any jurisdiction and all rights to apply for the same;

"License Period" shall mean the subscription term, which is January 1<sup>st</sup> 2021 – December 31<sup>st</sup> 2021;

"Licensed Material" shall mean the content in the ACM Digital Library made available by the Licensor electronically online. The Licensed Material is listed in Schedule 2;

"Secure Network" shall mean a network, (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorised and Walk-in-Users whose identities (except in the case Walk-in Users) are authenticated at the time of login and whose conduct is subject to regulation by the Subscriber.

"Site" shall include all the geographical sites of the Subscriber from which Authorized or Walk-in Users can via the authentication system access the Licensed Material through the Secure Network and which is (or are) designated for access in the registration details completed by the Subscriber. If the Subscriber occupies more than one geographical site (for example if the Subscriber is a multi-campus University) this License will cover each geographical location from which the Subscriber wishes to provide access to the Licensed Material.

"Academic Works" shall mean scientific, scholarly, and educational works including but not limited to assignments, portfolios, theses, dissertations, articles and books.

"Finna" shall mean a national online information search service which provides access to the digital information and services of libraries, archives and museums. Finna is maintained by the National Library of Finland. It is based on software developed from VuFind. A metadata aggregation service, Primo Central Index by Ex Libris, is used as a way to access licensed materials in Finna. SFX is used for managing licensed content and as OpenURL link resolver.

"Discovery Services" shall mean user interface and search systems for discovering and displaying content from local, database and web-based sources.

"Text and Data Mining" shall mean 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.

#### **Grant of Rights; Reservation of Rights**

- 2.1 In consideration of the payment by the Subscriber of the Electronic Subscription Fee, the Licensor will grant to the Subscriber for the License Period a non-exclusive, non-transferable right and license in relation to the whole or any part of the Licensed Material to be used for Educational and administrative purposes:

Subscriber may

- 2.1.1 access the Licensed Material held on the Licensor's server;
- 2.1.2 allow Authorised Users to have access to the Licensed Material from the server via a Secure Network regardless of their physical location.
- 2.1.3 allow Walk-in Users to have access to the Licensed Material from the server within the Subscriber's premises.
- 2.1.4 make such temporary local electronic copies as are necessary to ensure efficient use by Authorised and Walk-in-Users.
- 2.1.5 provide single printed or electronic copies of parts of the Licensed Material at the request of individual Authorised and Walk-In-Users.
- 2.1.6 display, save electronically, print and distribute (in case of training also on the Subscriber's public website) parts of the Licensed Material including Licensor's trademarks, logos and screenshots for the purpose of promotion or testing or for training Authorised and Walk-in-Users.

- 2.1.7 supply for Inter Library Loan purposes to another library or information service to provide for its user individual articles from the Licensed Material by post or fax or electronically including but not limited to email. The electronic file must be deleted immediately after printing and the user must receive a print copy and not an electronic one.
- 2.1.8 allow the Licensed Materials to be searched by Authorized and Walk-in-Users via Finna or other portal in the Subscriber's use provided that the terms of this Agreement are upheld.
- 2.1.9 gather usage data via Finna or other portal in the Subscriber's use.
- 2.1.10 allow authorized Users who are staff members to use the Licensed Material as an information source for indexing and adding metadata to library catalogues and open institutional repositories, publication databases and/or bibliographies of the Subscriber.

Authorized and Walk-in Users may subject to the provisions of Clause 5.1

- 2.1.11 access, search, browse, view, download, print data from the Licensed Material
- 2.1.12 make a reasonable number of photocopies of parts of the Licensed Material
- 2.1.13 electronically save (including to an e-reader or mobile device) copies of parts of the Licensed Material.
- 2.1.14 distribute single copies of parts of the Licensed Material in print or electronic form to other Authorised and Walk-in-Users. This sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorised User in a class at the Subscriber's institution.
- 2.1.15 distribute single copies of parts of the Licensed Material in print or electronic form to third party colleagues for the purposes of scientific research and communication or to be used for the basis of discussion groups.
- 2.1.16 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other such similar activity.
- 2.1.17 incorporate with appropriate credit parts of the Licensed Material in printed or electronic form in Academic Works, including reproductions of the Academic Works for personal use and library deposit, if such use conforms to the customary and usual practice of the Subscriber. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner.

Only Authorized Users may

- 2.1.18 incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users who, in the reasonable opinion of the Subscriber, are reading impaired.
- 2.1.19 videotape him or herself demonstrating how to use the Licensed Material and its platform interface for training purposes. Furthermore, it is permitted for Authorized Users to make their videotaped demonstration publicly available via the world wide web. Confidential usernames and passwords used to access the Licensor's platform should not be disclosed or shared as part of the videotaped session.
- 2.1.20 Use the Licensed Material to perform and engage in Text and Data Mining activities.

## 2.2 Post-Cancellation Perpetual Access.

Upon termination of this Agreement, the Licensor will provide the Subscriber with access to the full text of the Licensed Material which was published and paid for during the term of this Agreement (and previous agreement terms 2002-2020, as applicable per Subscriber). Access is granted either through the ACM DL platform (<http://dl.acm.org>), or Portico.

Access through ACM DL platform requires that the Subscriber make a written request to Licensor.

The Licensor may make changes to the Subscriber's IP information as needed during the post-cancellation access period; however, an additional annual account maintenance fee may be assessed by the Licensor. Such an additional fee will be agreed upon by the Licensor and Subscriber in writing prior to the commencement of the post-cancellation access period; however, such fee will not equal more than 5% of the then current price for the an institution of the same ACM Tier as listed in Schedule 4 of this Agreement.

Continuing post cancellation access is subject to the terms and conditions of use of this Agreement. For avoidance of doubt the following clauses are not applicable during post cancellation perpetual access via ACM DL. 3.1, 4.1.2., 4.1.4., 4.1.10., 4.1.11., 5.1.1., and 6.1.

2.3 Nothing contained in this Agreement gives the Subscriber or any Authorized or Walk-in User any rights in the Intellectual Property or confidential information of the Licensor and/or its licensors in the Licensed Material. No personal information relating to the Authorised Users may be transferred by ACM to non-member third parties or used for purposes other than those described in this contract unless authorised by the Authorised User.

2.4 Neither the Subscriber nor any Authorized or Walk-in User shall use the Licensed Material for any commercial use, transfer, transmit, reproduce, loan to any third party, publish or otherwise exploit, modify, create derivative works from or combine with other material the Licensed Material, except to the extent necessary to exercise the licenses granted by this Agreement.

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

2.6 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 beyond those found in the open license, where applicable.

2.7. In the event of any conflict between the permitted uses in this section 2.1 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.

### License period

3.1 This Agreement shall commence on the **1 January, 2021** and shall (subject at all times to earlier termination in accordance with the provisions of this Agreement) remain in effect until midnight, New York City time, **31 December, 2021** (i.e. to the end of the License Period) after which it shall automatically expire unless the parties have previously agreed to renew it.

## 4. Obligations of the Licensor

4.1 The Licensor shall:

- 4.1.1. make the Licensed Material available electronically online and describe the form (e.g. PDF- or HTML – form) to the Subscriber.
- 4.1.2. use its best efforts to restore access to the Licensed Material so soon as possible in the event of an interruption or suspension of availability, and if such interruption is extended, the Licensor shall provide an alternate server from which the Subscriber can retrieve the Licensed Material; If the online access is continuously interrupted for a period of two (2) weeks or more due to failure on the Licensor's side, the Licensor shall refund to the Subscriber that part of the Fee that is in proportion to the time that the Licensed Material has not been available due to interruptions in the online access. The refund will be made from the next year's Electronic Subscription Fee. In case Subscriber would not renew its subscription for the following year, it will be granted an additional access for the same period of time that access was not granted.
- 4.1.3. provide statistics by month and organisation regarding the online usage of the Licensed Material to the National Library acting on behalf of the Subscriber. In addition the Licensor will provide additional usage statistics directly to the Subscriber via the Licensor's or third party's website through the use of passwords issued by the Licensor. The Licensor confirms that usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions; data processing guidelines; usage report content, format frequency and delivery method. All usage data shall be compiled in a manner consistent with applicable privacy and data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected.
- 4.1.4. provide training sessions for the Subscriber regarding the use of the Licensed Material without charge during the Term via the internet.
- 4.1.5. provide upon request the National Library acting on behalf of the Subscriber with necessary data to allow the Licensed Materials to be searched by Subscriber's Authorized and Walk-in-Users via Finna or other portal;
- 4.1.6. use its best endeavors 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.
- 4.1.7. use its best endeavors to ensure Licensed Material will meet the openURL standard for the term of the Agreement.
- 4.1.8. use its best endeavors to meet the W3C standards ([www.w3.org/WAI/Resources/#in](http://www.w3.org/WAI/Resources/#in)) in order to ensure that the Licenced Material is accessible to all the Authorised Users of the Subscriber
- 4.1.9. An up-to-date list of the contents of the Licensed Material is available at <https://dl.acm.org/about/content> and includes all publications titles, publications date range, ISSNs and ISBNs. The Licensor also provides metadata to all search and discovery services (such as Ebsco, ProQuest, ExLibris and OCLC) which includes the abstract content, author information and doi information for the Licensed Material.
- 4.1.10. create separate user names and passwords for each Subscriber in order for the Subscriber to collect organisation specific search statistics regarding the use of Finna or other portal.
- 4.1.11. provide the National Library with monthly updates regarding changes in the Licensed Material. The information must include titles and ISSN or ISBN numbers.
- 4.1.12. provide telephone or e-mail assistance to technical support staff of the Subscriber relating to operation with the Licensed Material.
- 4.1.13. In the event the Licensor ceases to publish a journal that has been published online Licensor will make its best efforts to continue to provide access to those volumes without charge through the Licensor's

server or by supplying such material without charge to the Subscriber. This includes both journals which will no longer be published at all, and journals that will be published henceforward by another publisher.

### **Obligations of the Subscriber**

5.1 The Subscriber shall:

- 5.1.1 insert in the registration details a list of valid Internet Protocol addresses for Authorized or Walk-in Users who will access Licensed Material from or via the Secure Network or secure server;
- 5.1.2 amend registration details promptly after any additions, deletions or other alterations to the list of valid Internet Protocol addresses;
- 5.1.3 use all reasonable efforts to ensure that only Authorized or Walk-in Users are permitted access to the Licensed Material and that all Authorized or Walk-in Users are informed of the provisions of Clause 2 (Grants of Rights; Reservations of Rights) of this Agreement;
- 5.1.4 as soon as practicable on becoming aware of any claim by any third party that the Licensed Material infringes an Intellectual Property or proprietary right of any third party notify the Licensor of such claim;
- 5.1.5 so soon as practicable after becoming aware of any breach by an Authorized or Walk-in User of the terms of this Agreement initiate corrective actions in accordance with the Subscriber's standard practice and notify the Licensor of such breach;
- 5.1.6 not remove, obscure or modify in any way copyright notices, other notices or disclaimers that may appear in the Licensed Material.
- 5.1.7 Nothing in this License shall make the Subscriber liable for breach of the terms of the License by any Authorised or Walk-in User provided that the Subscriber did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

## **Payment**

- 6.1 In consideration of the licenses granted to the Subscriber by the Licensor under this Agreement, the Subscriber will pay the Electronic Subscription Fee yearly to the Licensor within 60 days of receipt of the invoice. The amount of Electronic Subscription Fee providing access to **participating institutions** listed in Schedule 1 is listed in Schedule 3 (Total Fees) and Schedule 4 (Member Institutions and Fees). The receipt and payment of invoices is undertaken by the National Library on behalf of the Subscriber. The invoice shall be sent to

The National Library of Finland  
FinELib  
P.O.Box 15 ( Unioninkatu 36)  
00014 University of Helsinki, Helsinki, Finland

Please refer to Schedule 3 for additional Invoice Instructions.

- 6.2 If the Licensor during the License Period withdraws more than 10% of the content in the Licensed Material then the Licensor shall refund to the Subscriber the due proportion of the Electronic License Fee paid by the Subscriber. The Licensor shall give written notice to the National Library acting on behalf of the Subscriber of such withdrawal 90 days prior to the withdrawal. If the withdrawal results in the Licensed Material being less useful to the Subscriber, it may within thirty days of such notice treat such changes as a material breach of this Agreement.

## **The Licensor's Warranties and Indemnity**

- 7.1 The Licensor warrants and represents that it is the owner of the copyright in the Licensed Material or that it is duly licensed to use the copyrighted material contained in the Licensed Material and that the Licensed Material used as contemplated in this Agreement does not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.
- 7.2 The Licensor warrants that software components in the Licensed Material, if any, will substantially conform to given specifications and/or descriptions in user manuals if used for their intended purposes and that use by the Subscriber will not infringe the Intellectual Property of any third party. The Licensor will indemnify the Subscriber and hold it harmless against any damages or losses due to aforementioned infringements or alleged infringements of Intellectual Property.
- 7.3 The Licensor shall indemnify and hold the Subscriber harmless from and against any loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against the Subscriber claiming actual or alleged infringement of any Intellectual Property Rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Subscriber 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.

## **Limitation of Liability**

- 8.1 Both parties' liability to each other shall be limited to exclude altogether liability, howsoever arising for loss of profits, loss of business or of anticipated savings and for any other type of special, indirect, incidental or consequential loss or damage. The aforementioned limitation of liability shall not be applied to damages due to gross negligence or willful misconduct or section 7.
- 8.2 For the avoidance of doubt each Subscriber will only be liable for its own actions and/or defaults.

## **9. The Subscriber's Warranties**

- 9.1 The Subscriber warrants that it shall use all reasonable efforts to insure the integrity of the Licensed Material, the security of the network and that access to and use of the Licensed Material is limited to the Authorized and Walk-in Users.

### **Termination**

- 10.1 This Agreement may be terminated by either party by giving 14 days notice in writing to the other if the other party commits any material or persistent breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 30 days after the receipt of a written request to remedy the same. The termination and its consequences will only affect the breaching Subscriber(s).

In addition, the Subscriber may terminate this agreement by giving a notice within 30 days from the beginning of the License Period. Upon such termination the Licensor shall without delay return or refund any fees already paid by the Subscriber for the unused portion of the same calendar year's subscription access.

In addition the Agreement may be terminated a) if a change in control of a Subscriber occurs, b) a Subscriber merges with or acquires an organization, c) breaks up or d) if changes relevant to this Agreement occur in the Subscriber's permission to organize higher level education or other legislation regarding the Subscriber and relevant to this Agreement. Upon termination of the Agreement by any Subscriber due to a change in control, merger or acquisition as stated herein, the Subscriber's subscription will continue until the end of the then current calendar year. When the Agreement is terminated the Subscriber's share as defined in Schedule 3 will be deducted from the Electronic Subscription Fee. If the new institution that is born from the merger becomes a FinELib-consortium member and request a pricing offer, the National Library will contact Licensor.

- 10.2 For avoidance of doubt the termination and all its consequences will only affect the Subscriber in question.

### **Force Majeure**

- 11.1 If either party cannot temporarily perform its obligations under this Agreement as a result of conditions beyond its control, such as, but not being limited to, war, strike, fire, explosion, governmental restriction or power failure, this shall not be deemed a breach of the Agreement.

### **Amendments**

- 12.1 All amendments and modifications to this Agreement shall be made in writing and signed by duly authorized representatives of the both parties.
- 12.2 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.

### **Governing Law and Jurisdiction**

- 13.1 The terms and conditions of this Agreement are governed by the law of Finland excluding its choice of law rules. All disputes arising out of or in connection with this Agreement shall be exclusively submitted to arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration shall take place in Helsinki, Finland, in the English language.



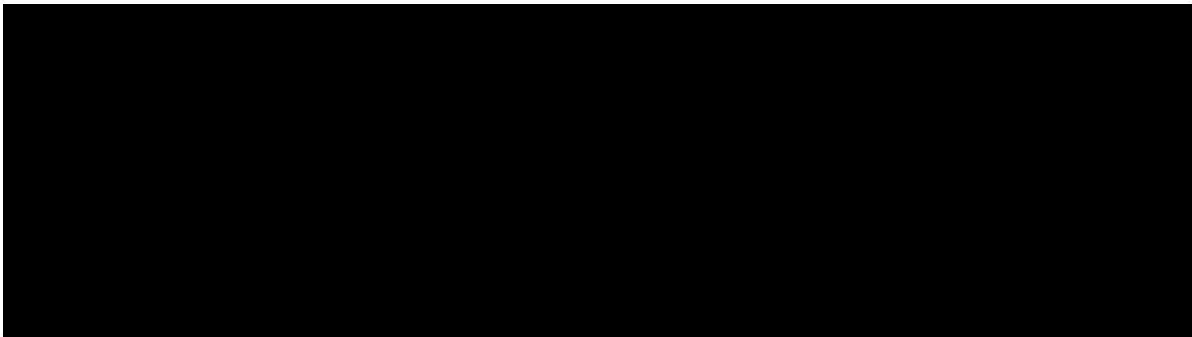
**14. Assignment**

- 14.1 Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 14.2 If rights in all or any part of the Licensed Material are assigned to another publisher, the Licensor will ensure that the terms and conditions of this Agreement are maintained.

**15. Signatures**

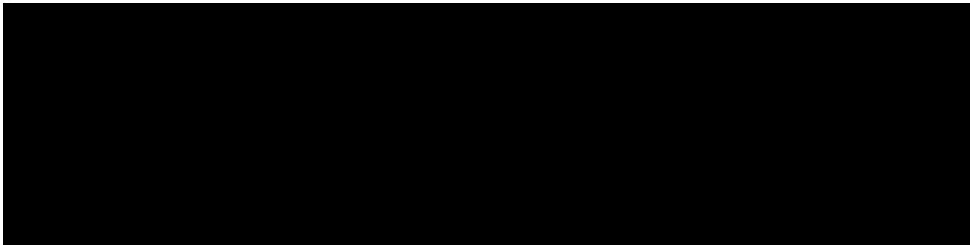
**On behalf of the  
Subscriber**

**Licensor**



2.3.2021  
Date

March 2, 2021  
Date



Signatures removed

2021 SCHEDULE 1: MEMBER INSTITUTIONS

Personal data and IP  
ranges removed

Universities

Aalto University  
[REDACTED]  
PO Box 11000, 00076 Aalto  
[REDACTED]  
Value added tax identification number: FI-22283574

Abo Akademi University  
[REDACTED]  
Domkyrkogatan 2-4, FI-20500 Åbo, Finland  
[REDACTED]  
Value added tax identification number: FI-02463121

Lappeenranta-Lahti University of Technology LUT  
[REDACTED]  
P.O.Box 20, FIN-53851 Lappeenranta, Finland  
[REDACTED]  
Value added tax identification number: FI-02459042

Tampere University including Tampere University Hospital  
[REDACTED]  
Tampere University Foundation sr, Tampere University, 33014  
TAMPERE UNIVERSITY  
[REDACTED]  
Value added tax identification number: FI-28445618

University of Eastern Finland including Kuopio University  
Hospital

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

University of Helsinki including Helsinki University Central  
Hospital

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

Value added tax identification number: FI-03134717

University of Jyväskylä

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

Value added tax identification number: FI-02458947

University of Lapland

P.O. BOX 8123 (Yliopistonkatu 8), FI-96101 Rovaniemi,  
Finland



Value added tax identification number: FI-02928005



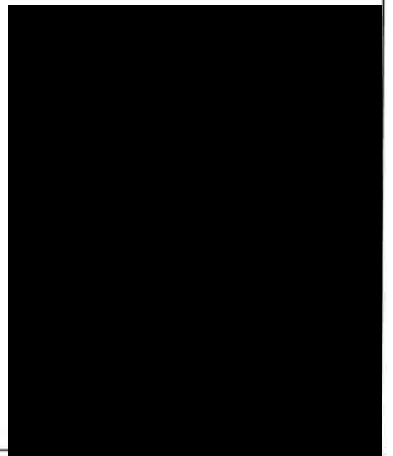
University of Oulu including Oulu University Hospital



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



Value added tax identification number: FI-02458955



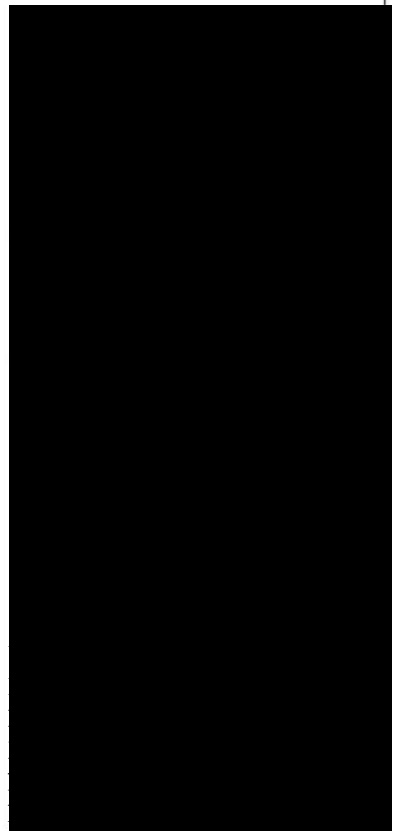
University of Turku including Turku university central hospital



University of Turku, Feeniks Library, 20014 TURUN  
YLIOPISTO



Value added tax identification number: FI-02458963



[Redacted]

University of Vaasa  
[Redacted]  
P.O. Box 331, FIN- 65101 VAASA, Finland  
[Redacted]  
Value added tax identification number: FI-02095998

**Universities of Applied Sciences**

HAAGA-HELIA University of Applied Sciences  
[Redacted]  
Ratapihantie 13, 00520 HELSINKI, Finland  
[Redacted]  
Value added tax identification number: FI-20291888

Laurea University of Applied Sciences  
[Redacted]  
Vanha maantie 9, FIN-02650 Espoo, Finland  
[Redacted]  
Value added tax identification number: FI-10462161

Metropolia University of Applied Sciences  
[Redacted]  
Vanha maantie 6, 02650 Espoo, Finland  
[Redacted]  
Value added tax identification number: FI-20945511

Tampere University of Applied Sciences  
[Redacted]  
Kuntokatu 3, 33520 Tampere  
[Redacted]  
Value added tax identification number: FI-10154281

Seinäjoen yliopisto  
[Redacted]  
Kalevankatu 35, FIN-60100 Seinäjoki, Finland  
[Redacted]  
Value added tax identification number: FI-25397673

[Redacted]

Lapland University of Applied Sciences  
[Redacted]  
[Redacted]  
Value added tax identification number: FI-25287925

**Research Institutions**

Finnish Patent and Registration Office  
Riitta Autere 193.229.70.253  
Sörnäisten ranattie 13 C, FI-00530Helsinki, Finland 46.30.132.223  
riitta.autere@prh.fi  
Telephone: +358 9 693 95868  
Value added tax identification number: FI-02446831

VTT Technical Research Centre of Finland  
[Redacted]  
P.O. Box 1000, FI-02044 VTT, Finland [Redacted]  
[Redacted]  
Value added tax identification number: FI-26473754

Finnish Defence Research Agency  
[Redacted]  
P.O.Box 5 (Paroistentie 20), FI-34111 Lakiala, Finland [Redacted]  
[Redacted]  
Value added tax identification number: FI-09520299

## Schedule 2a: ACM Digital Library License Content Description

The licensed material includes:

- All ACM and ACM affiliated Publications including: 56 peer reviewed scholarly journals; 2 fully Open Access peer reviewed scholarly journals; 7 technical magazines, ACM's complete collection of conference proceedings containing over 2,500 volumes of scholarly materials; and 37 technical newsletters sponsored by ACM's technical Special Interest Groups (SIGs)
- ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service An up-to-date list of the contents of the ACM Digital Library is posted at [https://dl.acm.org/contents\\_dl.cfm](https://dl.acm.org/contents_dl.cfm)

Access to Historical Archive: access to the complete archive of all ACM Publications dating back to each publication's first issue or volume. This access is for the License Period only and does not include archival rights, which can be arranged with the Licensor by separate Agreement.

In the title list below, the last issue mentioned refers to the latest issue available at the time this title list was compiled. Access is also granted to all newer issues, where available.

## SCHEDULE 2b: KBART LIST OF FULL-TEXT CONTENTS IN ACM DIGITAL LIBRARY

Please see attached file "KBART List as of 19<sup>th</sup> february 2021"

## SCHEDULE 3: TOTAL FEES

1. The National Library on behalf of itself and for the other Subscribers via power of attorney identified in Schedule 4 shall cause the Licensor to be paid the total Fee of **USD \$133,905.89 (which includes an Open Access APC Credit of USD \$1,672.46** for 20 Subscribers (exclusive of VAT) as payment for the rights granted in this Agreement for 2021.

All fees shall be due and payable by the National Library within sixty (60) days upon receipt of the Licensor's invoice. The Fee is shown exclusive of VAT, which will be payable in addition by the Subscriber where applicable.

Please see Schedule 4 which states the fees applicable to each of the twenty (20) Subscribers.

The Licensor shall issue all invoices to the Institution at:

The National Library of Finland  
FinELib  
P.O.Box 15 ( Unioninkatu 36)  
00014 University of Helsinki, Helsinki, Finland

The invoice must contain the following information:

- Reference: H9812 FinELib
- Name of the Licensed content
- Subscription year

SCHEDULE 4: MEMBER INSTITUTIONS AND FEES

Academic Member Institutions (17)	2021 ACM DL Renewal Quote	2021 Open Access Credit (\$98.38/Inst.)	2021 Final ACM DL Quote
Aalto University (incl. Helsinki School of Economics; Helsinki University of Technology; University of Art & Design)		\$ 98.38	\$ 7,848.26
Abo Academy University		98.38	\$ 6,426.56
Helsinki Metropolia University of Applied Sciences		98.38	\$ 6,426.56
Lappeenranta-Lahti University of Technology LUT (prev. Lappeenranta University of Technology)		98.38	\$ 6,869.24
National Board of Patents and Registration of Finland		98.38	\$ 5,215.98
Tampere University (merger of U. of Tampere and Tampere U. of Technology)		98.38	\$ 11,747.22
Technical Research Centre of Finland		98.38	\$6,869.24
University of Eastern Finland (incl Kuopio University Hospital)		98.38	\$ 6,869.24
University of Helsinki (incl Helsinki University Central Hospital)		98.38	\$7,848.26
University of Jyväskylä		98.38	\$ 7,773.38
University of Lapland		98.38	\$ 5,215.98
University of Oulu incl Oulu University Hospital		98.38	\$ 7,848.26
University of Turku incl Turku University Central Hospital		98.38	\$ 6,869.24
University of Vaasa		98.38	\$ 5,215.98
Tampere University of Applied Sciences		98.38	\$ 5,539.62
Haaga-Helia University of Applied Sciences		98.38	\$ 6,869.24
Laurea University of Applied Sciences		98.38	\$5,539.62
Lapland University of Applied Sciences		N/A	\$5,638.00
Seinäjäki University of Applied Sciences		N/A	\$5,638.00
Finnish Defence Research Agency		N/A	\$5,638.00
Totals for all FinELib Members		\$1,672.46	\$133,905.89

All Fees are exclusive of VAT.

Pricing information removed



SCHEDULE 5: The EU Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

ANNEX

SET II

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

*Data transfer agreement*

between

Subscribers as listed in Schedule I (name)

\_\_\_\_\_ (address and country of establishment)

hereinafter "data exporter") and

ACM (the Association for Computing Machinery), (name)

1601 Broadway, 10<sup>th</sup> Floor, New York, NY 10019 USA (address and country of establishment)

hereinafter "data importer"

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

**Definitions**

For the purposes of the clauses:

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

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

## I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

## II. Obligations of the data importer

The data importer warrants and undertakes that:

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

- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
  
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
  
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
  
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
  
- (h) It will process the personal data, at its option, in accordance with:
  - (i) the data protection laws of the country in which the data exporter is established, or
  
  - (ii) the relevant provisions<sup>(1)</sup> of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorization or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data<sup>(2)</sup>, or
  
  - (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: (iii)

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Initials of data importer:

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- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).
- (1) "Relevant provisions" means those provisions of any authorization or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).
- (2) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

### IV. Law applicable to the clauses

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

### V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

## VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
  - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
  - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
  - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
  - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

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

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

**VII. Variation of these clauses**

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

**VIII. Description of the Transfer**

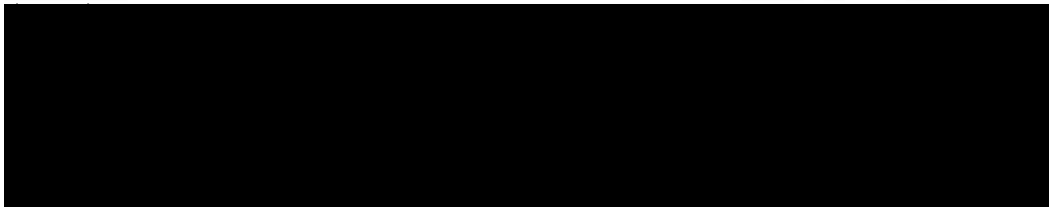
The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required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

Dated: 2.3.2021



~~FOR~~ DATA IMPORTER

FOR DATA EXPORTER



Signatures removed

## ANNEX A

### DATA PROCESSING PRINCIPLES

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

or

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



ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

**Data subjects**

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

*Authorised users as defined in the agreement.*

**Purposes of the transfer(s)**

The transfer is necessary for the following purposes:

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

**Categories of data**

The personal data transferred concern the following categories of data:

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

**Recipients**

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

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

**Sensitive data (if appropriate)**

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

*No sensitive data.* .....

**Data protection registration information of data exporter (where applicable)**

.....

**Additional useful information (storage limits and other relevant information)**

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

**Contact points for data protection inquiries**

**Data importer**

**Data exporter**



Personal data removed



**ILLUSTRATIVE COMMERCIAL CLAUSES (OPTIONAL)**

*Indemnification between the data exporter and data importer:*

"The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these clauses. Indemnification hereunder is contingent upon (a) the party(ies) to be indemnified (the "indemnified party(ies)") promptly notifying the other party(ies) (the "indemnifying party(ies)") of a claim, (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and (c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of such claim."