

**American Chemical Society
Multiple Site/Consortium Sales Agreement 2018-2020
ACS Web Editions and ACS Legacy Archives Access**

This Sales Agreement is entered into this 4 day of March, 2021, between the American Chemical Society with its principal offices at 1155 Sixteenth Street, NW, Washington, DC 20036 USA, (hereinafter ACS) and the National Library of Finland, with its principal offices at Unioninkatu 36, (P.O.Box 15), FIN-00014 UNIVERSITY OF HELSINKI, Helsinki, Finland ("National Library") and other members of the FinELib Consortium (each a "Consortium member"), other members of the FinELib Consortium represented by National Library via a power of attorney. Members listed in Attachment B.

1. Agreement

This Sales Agreement between the ACS and the Consortium members grants the Consortium members a non-exclusive, non-transferable, License to access and use and to allow Authorized and Walk-in Users to access and use the ACS Web Editions and ACS Legacy Archives of journals listed in Attachment A, according to the terms and conditions set forth in this Agreement, including all attachments.

2. Provisions of Consortium License

2.a. Consortium. A Consortium is a group of institutions with multiple sites and their libraries that have authorized a single administrative organization to negotiate this Sales Agreement on their behalf. A Consortium may consist of units of a single legal entity (for example, different branches of a state university), or may be separate legal entities. The National Library shall supply to ACS a list of all its members to be attached to this Agreement as hereinafter defined. In the case of additions to the list the National Library will request the price quote from ACS regarding the new members. In the case of deletions from the list clause 9 will apply. The National Library is signing on behalf of all members of the Consortium. The National Library warrants it has the right to enter into this Agreement on behalf of all Consortium members and make them parties to this Agreement.

2.b. See Attachment C for License fees for the term.

2.c. Attachment B. The National Library shall supply the complete names and main addresses of the Consortium members that are participating in this Sales Agreement. Organization that has no current print subscriptions may still participate in this Sales Agreement as a Consortium member so long as it is identified as provided above. These organizations will be subject to a minimum participation fee. Consortium members will have access to the ACS Web Editions and the ACS Legacy Archives as listed in Attachment A.

2.d. Sales Agreement Administrator: The National Library agrees to designate a single person to be the administrator of this Agreement for all Consortium members. The name, address, phone number, and e-mail address of the Sales Agreement administrator shall be listed in Attachment B. The National Library shall notify ACS of any changes to the assigned administrator or contact information. In addition, Attachment B shall include the following information for each Consortium member: contact person with e-mail address, mail address, and phone, to be used for supplying customer information and in case troubleshooting access becomes necessary.

3. Agreement Definition, Duration & Payment: This Agreement shall commence on 1.1.2021 and shall remain in effect until 31.12.2023.

The National Library agrees to pay on behalf of the Consortium members to ACS the appropriate License fee as specified in Attachment C. All License fees shall be paid annually within 60 days of receipt of invoice. The National Library agrees to pay on behalf of the added Consortium members to ACS the appropriate License fee specified on amendments to Attachment C when the National Library adds Consortium members. The Consortium members shall be responsible for and make payment of its License fees to the extent that the National Library fails to make any such payment.

4. Usage Reports: ACS agrees to provide the National Library for the Consortium members' use COUNTER compliant usage reports on a monthly basis and by member organization for ACS Web Editions and the ACS Legacy Archives subscribed to by the Consortium members.

5. Training: ACS agrees to provide training sessions for the Consortium members regarding the use of the ACS Web Editions and ACS Legacy Archives free of charge. These will be offered, in the first instance, as online training. If this is not sufficient, the training will be offered in three locations during first year of the Agreement term. The three training sessions will take place during one trip to Finland and the locations will be specified by the National Library. The National Library will be responsible for organizing these training sessions and ACS agrees to pay expenses reasonably and properly incurred in doing so. All expenses accrued to ACS in performing this duty will be covered by ACS.

6. Accessibility: ACS agrees to use its best efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) in order to ensure that the ACS Products are accessible to all the Authorised and Walk-in -Users of the Consortium members.

7. Transfer Code of Practice: ACS agrees to use its best efforts to comply with the specifications of the Transfer Code of Practice (<http://www.niso.org/workrooms/transfer/>).

8. KBART: ACS agrees to use its best efforts to comply with the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).

9. Termination

For Default: If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period not less than twenty (20) business days. If the breach is not cured within that time, or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice. On termination all rights and obligations of the parties automatically terminate except for those specified in clauses 3.d, 4, 5, 6 and 7 of the Attachment D: Terms and Conditions of Use and applicable portions, as reasonable, of clauses c, d, and f of Attachment E: Consortia Offset Benefit Program Terms and Conditions. On the Consortium members' side the termination for default and all its consequences will only affect the breaching Consortium member(s). On termination of this Agreement for default on ACS's side ACS shall refund the proportion of the License fees that represents the paid but un-expired part of the term of the Agreement.

Drop-out: Consortium members have the possibility to opt out during the term of the Agreement. Notice of such a decision must reach ACS by 31st November for implementation at the commencement of the next subscription year. In this case the Consortium members' participant fee, as set out in Attachment C, will be deducted from the invoice.

On termination all rights and obligations of the (applicable) parties automatically terminate except for those specified in clauses 3.d, 4, 5, 6 and 7 of the Attachment D: Terms and Conditions of Use and applicable portions, as reasonable, of clauses c, d, and f of Attachment E: Consortia Offset Benefit Program Terms and Conditions.

11. Journals discontinued or journals taken over by other publishers. In the event that ACS discontinues any journal or if any ACS's Journals are taken over by another publisher during the term of this Agreement, Consortium members will either still have the right to access the Journal(s) through the remainder of the term of their subscription for no extra charge or will be entitled to a pro-rated refund. ACS shall use reasonable commercial efforts to notify the National Library on behalf of the Consortium members of any such change within four (4) weeks of such change being agreed or four (4) months prior such change taking place.

12. New journals

All new journals will be added free of charge to the ACS Web Editions and are identified as eligible in open access publishing during the agreement term.

13. Warranty.

ACS warrants and represents that it is the owner of the copyright in the ACS Web Editions and ACS Legacy Archives or that it is duly licensed to use the copyrighted material contained in the ACS Web Editions and ACS Legacy Archives and that the ACS Web Editions and ACS Legacy Archives used as contemplated in this Agreement does not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.

ACS shall defend, indemnify, and hold Consortium members harmless from all damages, costs, fees (including reasonable attorney's fees) resulting from any legal action arising out of the claim by a third party that use of the ACS Web Editions and ACS Legacy Archives, as permitted herein, constitutes an infringement of any copyright or

other proprietary or intellectual property rights of any third party. Consortium members shall give prompt notice of an infringement claim to ACS, provide such cooperation and assistance to ACS as is reasonably necessary to defend the claim, and shall allow ACS to have sole control of the defence. The foregoing indemnity obligation shall not apply with respect to any claim of infringement of materials contained in ACS Web Editions and ACS Legacy Archives which have been modified in a way not permitted by this Agreement.

With respect to the ACS Web Editions and ACS Legacy Archives access being provided under this Agreement, the Consortium members acknowledge that ACS makes absolutely no warranties whatsoever express or implied, regarding merchantability or fitness for a particular purpose. The Consortium members agree that ACS shall not be liable to the Consortium members for any losses or damages resulting from the loss of data as the result of delays, non-deliveries, or service interruptions caused by the fault or negligence of ACS, except in case of gross negligence or intentional breach of Agreement.

Except as provided elsewhere in this section 13, neither ACS or anyone else involved in administering the ACS Web Editions and/or ACS Legacy Archives access nor Consortium members shall be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to access the ACS Web Editions and/or ACS Legacy Archives; or that result in mistakes, omissions, interruptions, deletion of files, defects, viruses or delays in operation or transmission, or any failure of performance, whether or not limited to any acts of God, communications failure, theft, or destruction of records, programs, or services. For the avoidance of doubt each Consortium member will only be liable for its own breaches.

14. General

This Agreement and the Attachments to this Agreement (Attachments A, B, C, Attachment D: Terms and Conditions of Use, and Attachment E: Consortia Offset Benefit Program Terms and Conditions) and all Exhibits and Annexes set forth the entire understanding of the parties and may not be modified without the express written consent of both parties. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA

Consortium members must pay any value added taxes lawfully due from it, other than taxes on ACS's net income, arising out of the Consortium member's use of the **ACS Web Editions and/or ACS Legacy Archives** and/or the rights granted under this Agreement.

This Agreement may not be assigned by either party to any other person or organization, nor may either party subcontract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld. If rights in all or any part of the Web Editions and ACS Legacy Archives are assigned to another publisher, ACS will ensure that the terms and conditions of this Agreement are maintained.

Alterations to this Agreement and to the Attachments 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.

15. Confidentiality

Agreement including all Attachments and Exhibits is not considered confidential. ACS acknowledges that the National Library and/or Consortium member(s) is intending to publish the Agreement including all Attachments and Exhibits.

16. Authorized Signatures

Signing this Agreement constitutes acceptance of all contents contained herein, including the Attachment D stipulating the Terms and Conditions under the Agreement.

The National Library on behalf of the Consortium members

Authorized Signature: _____

Print name of Authorizing Person: _____

Date: 2.3. 2021

American Chemical Society

Authorized Signature: _____

Print name of Authorizing Person: _____

Date: 4 March 2021

Attachment A: ACS Electronic Journal Collection List

This Agreement covers the following products in the ACS electronic journal collection (the ACS Web Editions and ACS Legacy Archives of journals):

Coden	Publication	First Year of Publication*	URL	Issues Per Year Online	Print ISSN	Print Svc Code	Web ISSN
achre4	Accounts of Chemical Research	1968	pubs.acs.org/journal/achre4	12	0001-4842	5500	1520-4898
amrcda	Accounts of Materials Research (New in 2021) ¹	2020	pubs.acs.org/journal/amrcda	12	Web Only	Web Only	2643-6728
aastgj	ACS Agricultural Science & Technology (New in 2021) ¹	2021	pubs.acs.org/acsagascitech	12	Web Only	Web Only	2692-1952
aabmbc	ACS Applied Bio Materials	2018	pubs.acs.org/journal/aabmbc	12	Web Only	Web Only	2576-6422
aaembp	ACS Applied Electronic Materials	2019	pubs.acs.org/journal/aaembp	12	Web Only	Web Only	2637-6113
aaemcq	ACS Applied Energy Materials	2018	pubs.acs.org/journal/aaemcq	12	Web Only	Web Only	2574-0962
aamick	ACS Applied Materials & Interfaces	2009	pubs.acs.org/journal/aamick	51	1944-8244	2700	1944-8252
aanmf6	ACS Applied Nano Materials	2018	pubs.acs.org/journal/aanmf6	12	Web Only	Web Only	2574-0970
aapmcd	ACS Applied Polymer Materials	2019	pubs.acs.org/journal/aapmcd	12	Web Only	Web Only	2637-6105
abseba	ACS Biomaterials Science & Engineering	2015	pubs.acs.org/journal/abseba	12	Web Only	Web Only	2373-9878
accacs	ACS Catalysis	2011	pubs.acs.org/journal/accacs	24	Web Only	Web Only	2155-5435
acscii	ACS Central Science	2015	pubs.acs.org/journal/acscii	12	Web Only	Web Only	2374-7951
acbcct	ACS Chemical Biology	2006	pubs.acs.org/journal/acbcct	12	1554-8929	2400	1554-8937
achsc5	ACS Chemical Health & Safety (New in 2020)	1994	pubs.acs.org/journal/achsc5	6	1871-5532	Web Only	1878-0504
acncdm	ACS Chemical Neuroscience	2010	pubs.acs.org/journal/acncdm	24	Web Only	Web Only	1948-7193
acsccc	ACS Combinatorial Science ⁴	1999	pubs.acs.org/journal/acsccc	12	2156-8952	3400	2156-8944
aesccq	ACS Earth and Space Chemistry	2017	pubs.acs.org/journal/aesccq	12	Web Only	Web Only	2472-3452
aelccp	ACS Energy Letters	2016	pubs.acs.org/journal/aelccp	12	Web Only	Web Only	2380-8195
aeecco	ACS ES&T Engineering (New in 2021) ¹	2021	pubs.acs.org/journal/aeecco	12	Web Only	Web Only	2690-0645
aewcaa	ACS ES&T Water (New in 2021) ¹	2021	pubs.acs.org/journal/aewcaa	12	Web Only	Web Only	2690-0637
afsthl	ACS Food Science & Technology (New in 2021) ¹	2021	pubs.acs.org/acsfoodscitech	12	Web Only	Web Only	2692-1944
aidcbc	ACS Infectious Diseases	2015	pubs.acs.org/journal/aidcbc	12	Web Only	Web Only	2373-8227
amlccd	ACS Macro Letters	2012	pubs.acs.org/journal/amlccd	12	Web Only	Web Only	2161-1653
amlcef	ACS Materials Letters (New in 2020)	2019	pubs.acs.org/journal/amlcef	12	Web Only	Web Only	2639-4979
amlcct	ACS Medicinal Chemistry Letters	2010	pubs.acs.org/journal/amlcct	12	Web Only	Web Only	1948-5875
ancac3	ACS Nano	2007	pubs.acs.org/journal/ancac3	12	1936-0851	2500	1936-086X
acsodf	ACS Omega	2016	pubs.acs.org/journal/acsodf	52	Web Only	Web Only	2470-1343
aptsfn	ACS Pharmacology & Translational Science	2018	pubs.acs.org/journal/aptsfn	12	Web Only	Web Only	2575-9108
apchd5	ACS Photonics	2014	pubs.acs.org/journal/apchd5	12	Web Only	Web Only	2330-4022

ascefi	ACS Sensors	2016	pubs.acs.org/journal/ascefi	12	Web Only	Web Only	2379-3694
ascecg	ACS Sustainable Chemistry & Engineering	2013	pubs.acs.org/journal/ascecg	52	Web Only	Web Only	2168-0485
asbcd6	ACS Synthetic Biology	2012	pubs.acs.org/journal/asbcd6	12	Web Only	Web Only	2161-5063
ancham	Analytical Chemistry	1929	pubs.acs.org/journal/ancham	24	0003-2700	5600	1520-6882
bichaw	Biochemistry	1962	pubs.acs.org/journal/bichaw	51	0006-2960	5700	1520-4995
bcches	Bioconjugate Chemistry	1990	pubs.acs.org/journal/bcches	12	1043-1802	9400	1520-4812
bomaf6	Biomacromolecules	2000	pubs.acs.org/journal/bomaf6	12	1525-7797	1200	1526-4602
cgeabj	C&EN Global Enterprise ²	1924	pubs.acs.org/journal/cgeabj	45-52	Web Only	Web Only	2474-7408
crtoec	Chemical Research in Toxicology	1988	pubs.acs.org/journal/crtoec	12	0893-228X	9100	1520-5010
chreay	Chemical Reviews	1925	pubs.acs.org/journal/chreay	24	0009-2665	6400	1520-6890
cmatex	Chemistry of Materials	1989	pubs.acs.org/journal/cmatex	24	0897-4756	9300	1520-5002
cgdefu	Crystal Growth & Design	2001	pubs.acs.org/journal/cgdefu	12	1528-7483	1300	1528-7505
enfuem	Energy & Fuels	1987	pubs.acs.org/journal/enfuem	12	0887-0624	8800	1520-5029
esthag	Environmental Science & Technology	1967	pubs.acs.org/journal/esthag	24	0013-936X	6800	1520-5851
estlcu	Environmental Science & Technology Letters	2014	pubs.acs.org/journal/estlcu	12	Web Only	Web Only	2328-8930
iecred	Industrial & Engineering Chemistry Research	1909	pubs.acs.org/journal/iecred	51	0888-5885	8900	1520-5045
inocaj	Inorganic Chemistry	1962	pubs.acs.org/journal/inocaj	24	0020-1669	7200	1520-510X
jauacr	JACS Au (New in 2021)¹	2021	pubs.acs.org/journal/jauacr	12	Web Only	Web Only	2691-3704
jafcau	Journal of Agricultural and Food Chemistry	1953	pubs.acs.org/journal/jafcau	51	0021-8561	7400	1520-5118
jceaax	Journal of Chemical & Engineering Data	1956	pubs.acs.org/journal/jceaax	12	0021-9568	7600	1520-5134
jceda8	Journal of Chemical Education	1924	pubs.acs.org/journal/jceda8	12	0021-9584	3100	1938-1328
jcisd8	Journal of Chemical Information and Modeling	1961	pubs.acs.org/journal/jcisd8	12	1549-9596	7500	1549-960X
jctcce	Journal of Chemical Theory and Computation	2005	pubs.acs.org/journal/jctcce	12	1549-9618	2300	1549-9626
jmcmar	Journal of Medicinal Chemistry	1959	pubs.acs.org/journal/jmcmar	24	0022-2623	8200	1520-4804
jnprdf	Journal of Natural Products	1979	pubs.acs.org/journal/jnprdf	12	0163-3864	2000	1520-6025
jprobs	Journal of Proteome Research	2002	pubs.acs.org/journal/jprobs	12	1535-3893	2100	1535-3907
jacsat	Journal of the American Chemical Society	1879	pubs.acs.org/journal/jacsat	51	0002-7863	7300	1520-5126
jamsef	Journal of the American Society for Mass Spectrometry (New in 2020)	1990	pubs.acs.org/journal/jamsef	12	1044-0305	Web Only	1879-1123
langd5	Langmuir	1985	pubs.acs.org/journal/langd5	51	0743-7463	8500	1520-5827
mamobx	Macromolecules	1968	pubs.acs.org/journal/mamobx	24	0024-9297	8000	1520-5835
mpohbp	Molecular Pharmaceutics	2004	pubs.acs.org/journal/mpohbp	12	1543-8384	2200	1543-8392
nalefd	Nano Letters	2001	pubs.acs.org/journal/nalefd	12	1530-6984	1900	1530-6992
orlef7	Organic Letters	1999	pubs.acs.org/journal/orlef7	24	1523-7060	9203	1523-7052
oprdfk	Organic Process Research & Development	1997	pubs.acs.org/journal/oprdfk	12	1083-6160	3000	1520-586X
orgnd7	Organometallics	1982	pubs.acs.org/journal/orgnd7	24	0276-7333	8300	1520-6041
joceah	The Journal of Organic Chemistry	1936	pubs.acs.org/journal/joceah	24	0022-3263	7700	1520-6904
jpcafh	The Journal of Physical Chemistry A ³	1896	pubs.acs.org/journal/jpcafh	51	1089-5639	78A0	1520-5215
jpcbfk	The Journal of Physical Chemistry B ³	1896	pubs.acs.org/journal/jpcbfk	51	1520-6106	78B0	1520-5207
jpccck	The Journal of Physical Chemistry C ³	1896	pubs.acs.org/journal/jpccck	51	1932-7447	78C0	1932-7455
jpclcd	The Journal of Physical Chemistry Letters	2010	pubs.acs.org/journal/jpclcd	24	Web Only	Web Only	1948-7185

¹ This journal will be formally added to the ACS All Publications Package for 2021. Publication may have started prior to Jan 2021.

² This is not a journal. It is the online edition of C&EN news magazine that is made available to organizational subscribers.

³ Starting in 1997, the Journal of Physical Chemistry split into two sections, A and B. In 2007 a third, C, was introduced. Editorially, these are treated as three separate journals. Transactionally, all three sections (A, B, and C) are treated as a single journal subscription.

⁴ This journal will cease publishing new articles in 2021. Previously published content will continue to be available.

American Chemical Society
ACS Web Editions/ACS Legacy Archives Access
Multiple Site/Consortium Institutional Sales Agreement
Attachment B: Consortium Member Information

Main contact person:

[REDACTED]
The National Library of Finland / FinELib
P.O. Box 15
FI-00014 UNIVERSITY OF HELSINKI, FINLAND
[REDACTED]

Contact information and IP numbers of Consortium members.

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 (Yliopistonkatu 34), 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

Value added tax identification number: FI-22857339

University of Helsinki including Helsinki University Central
Hospital

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

Value added tax identification number: FI-03134717

University of Jyväskylä

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

Value added tax identification number: FI-02458947

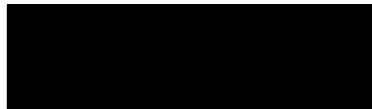
University of Oulu including Oulu University Hospital

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

Value added tax identification 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



Metropolia University of Applied Sciences



Leiritie 1, 01600 Vantaa, Finland



Value added tax identification number: FI-20945511

Tampere University of Applied Sciences



Kuntokatu 3, 33520 Tampere

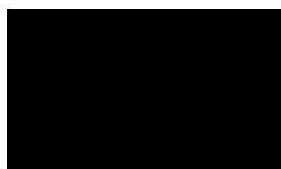
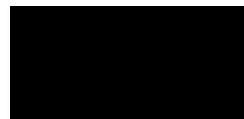


Value added tax identification number: FI-10154281

Turku University of Applied Sciences



Sepänkatu 1, FIN-20700 Turku, Finland



[REDACTED]
Value added tax identification number: FI-02048198

European Chemicals Agency
[REDACTED]

Telakkakatu 6, FI-00150 Helsinki, Finland
[REDACTED]

Value added tax identification number: FI-21399428

Finnish Meteorological Institute
[REDACTED]

P.O.Box 503, FI-00101 Helsinki, Finland
[REDACTED]

Value added tax identification number: FI-02446647

Finnish Patent and Registration Office
[REDACTED]

Sörnäisten rantatie 13 C, FI-00530 Helsinki, Finland
[REDACTED]

Value added tax identification number: FI-02446831

VTT Technical Research Centre of Finland
[REDACTED]

P.O. Box 1000, FI-02044 VTT, Finland
[REDACTED]

Value added tax identification number: FI-26473754

American Chemical Society
ACS Web Editions/ACS Legacy Archives Access
Multiple Site/ Consortium Sales Agreement
Attachment C: Schedule of License fees

ACS WEB EDITIONS AND ACS LEGACY ARCHIVES LICENSE FEES

Total License fees cover ACS Web Editions of the journals listed in Attachment A and ACS Legacy Archive and open access publishing (attachment E).

For the term of this Agreement, the National Library will pay on behalf of the Consortium members as follows:

Consortium member	Year 2021			Year 2022			Year 2023		
	ACS Web Edition	ACS Legacy Archive Lease	2021 Total	ACS Web Edition	ACS Legacy Archive Lease	2022 Total	ACS Web Edition	ACS Legacy Archive Lease	2023 Total
Finnish Patent and Registration Office	\$ 7 622	included in the web edition fee	\$ 7 622	\$ 8 384	included in the web edition fee	\$ 8 384	\$ 9 223	included in the web edition fee	\$ 9 223
Tampere University including Tampere University Hospital and Tampere University of Applied Sciences	\$ 53 561	\$ 2 070	\$ 55 631	\$ 58 917	\$ 2 275	\$ 61 192	\$ 64 808	\$ 2 505	\$ 67 313
Finnish Meteorological Institute	\$ 8 880	included in the web edition fee	\$ 8 880	\$ 9 768	included in the web edition fee	\$ 9 768	\$ 10 745	included in the web edition fee	\$ 10 745
VTT Technical Research Centre of Finland	\$ 40 319	\$ 3 025	\$ 43 344	\$ 44 351	\$ 3 325	\$ 47 676	\$ 48 787	\$ 3 655	\$ 52 441
University of Jyväskylä	\$ 40 319	\$ 3 025	\$ 43 344	\$ 44 351	\$ 3 325	\$ 47 676	\$ 48 787	\$ 3 655	\$ 52 441
University of Helsinki including Helsinki University Central Hospital	\$ 91 927	Already paid in full	\$ 91 927	\$ 101 120	Already paid in full	\$ 101 120	\$ 111 232	Already paid in full	\$ 111 232
University of Eastern Finland including Kuopio University Hospital	\$ 68 542	no subscription	\$ 68 542	\$ 75 396	no subscription	\$ 75 396	\$ 82 935	no subscription	\$ 82 935
University of Oulu including Oulu University Hospital	\$ 40 319	Already paid in full	\$ 40 319	\$ 44 351	Already paid in full	\$ 44 351	\$ 48 787	Already paid in full	\$ 48 787
Lappeenranta-Lahti University of Technology LUT	\$ 17 740	\$ 1 330	\$ 19 070	\$ 19 514	\$ 1 465	\$ 20 979	\$ 21 466	\$ 1 615	\$ 23 080
Aalto University	\$ 91 927	Already paid in full	\$ 91 927	\$ 101 120	Already paid in full	\$ 101 120	\$ 111 232	Already paid in full	\$ 111 232
University of Turku including Turku university central hospital	\$ 68 542	Already paid in full	\$ 68 542	\$ 75 396	Already paid in full	\$ 75 396	\$ 82 935	Already paid in full	\$ 82 935
Abo Akademi University	\$ 40 319	\$ 3 025	\$ 43 344	\$ 44 351	\$ 3 325	\$ 47 676	\$ 48 787	\$ 3 655	\$ 52 441
Turku University of Applied Sciences	\$ 3 225	\$ 245	\$ 3 470	\$ 3 548	\$ 270	\$ 3 817	\$ 3 903	\$ 300	\$ 4 203
Metropolia University of Applied Sciences	\$ 3 225	no subscription	\$ 3 225	\$ 3 548	no subscription	\$ 3 548	\$ 3 903	no subscription	\$ 3 903
European Chemicals Agency	\$ 5 271	\$ 470	\$ 5 741	\$ 5 798	\$ 520	\$ 6 318	\$ 6 378	\$ 575	\$ 6 953

American Chemical Society
ACS Web Editions * ACS Journal Legacy Archives
Attachment D: Terms and Conditions of Use

1. Copyright and Proprietary Rights: The entire contents of the ACS Web Editions and ACS Legacy Archives, including individual journals, articles, abstracts, book chapters, and other items within these materials are copyrighted by the ACS under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code, which is party to both the Universal Copyright Convention and the Berne Copyright Convention. Consortium members agree not to remove or obscure copyright notices. ACS grants no copyright or ownership interests to Consortium members for any of the material and proprietary information referred herein belonging to ACS.

2. Definitions:

2.a. ACS Web Editions of a journal is defined as the content for that title from 1996 to present available in the standard Internet formats using HTML and Adobe Acrobat PDF format.

2.b. ACS Legacy Archives consist of Adobe Acrobat PDF articles published between 1879 through 1995, includes the backfile of all ACS titles and is sold as access to a single body of research.

2.c. ACS Products: ACS Web Editions and ACS Legacy Archives collectively.

2. c. Authorized Users: Authorized Users are those individuals officially affiliated with the Consortium members for example, those serving in the capacity of employees, consultants under contract with the Consortium members, researchers, faculty and other teaching staff, and persons officially registered as full or part-time students, and outsourced faculty and/or staff previously employed by the Consortium members in their performance of services for and on behalf of the Consortium members only, and retired faculty, staff, and researchers of the Consortium members, who are permitted to access the Secure Network regardless of the physical location of such persons and who have been issued by the Consortium members with a password or other authentication.

2.d. Walk-in Users: Walk-in Users are persons who are not Authorized Users but who are physically present at the Consortium member premises and who may use the database via Secure network from computer terminals or otherwise within the Consortium member premises but may not connect via Secure network from locations outside the Consortium members physical premises. For the avoidance of doubt, Walk-In Users may not be given access to the ACS Products by any wireless network provided by the Consortium member unless such a network is a secure network.

2.e. Secure Network: A secure network, (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized 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 Consortium members.

2.f. Formats. ACS reserves the right to change formats with three months' notice. ACS warrants that formats will conform to industry standards. It is the responsibility of the Consortium members/Authorized User to establish and maintain at User's expense Internet connections to the ACS, to provide and install suitable Web browsers, licenses for Adobe Acrobat, and any other standard software necessary to view the ACS Products.

2.g. 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.

3. Access:

3.a. ACS shall use all reasonable commercial efforts to provide continuous availability of the ACS Products through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, loading new information files, and downtime related to equipment or

services outside the control of the ACS including public and private telecommunications services or Internet nodes or facilities.

In the unlikely event that service is unavailable for a minimum of one continuous week, ACS agrees to compensate Consortium members with a reduction in License fees defined in Attachment C in the year following the event equivalent to the percentage of time service is interrupted.

3.b. Access Control by IP Address: Access to the ACS Products from within the Consortium members is controlled by Internet Protocol (IP) addresses. Consortium members are responsible for providing valid IP addresses for their organization on Attachment B and as amended from time to time. The form of these IP addresses must be acceptable to the ACS. Only those IP addresses submitted by the Consortium members and listed on Attachment B and subsequent amendments will have access to the ACS Products. Consortium members are responsible for providing reasonable security to ensure that only Authorized and Walk-in Users have access to its Secure network.

3.c. Access via Finna or other portals: ACS will enable that the ACS Products will be searchable through Finna. ACS shall also use reasonable endeavors to enable the ACS Products to be searchable through a portal other than Finna in the Consortium members' use. ACS will use its reasonable endeavors to enable provision of an SFX target for the ACS Products through ExLibris. Notwithstanding anything to the contrary, ACS represents that it supports only link resolvers that use the OpenURL format for outbound linking from its platform.

3.d. Central Discovery Index. ACS shall also use reasonable endeavors to make the metadata available through the Central Discovery Index metadata aggregation service and other such services.

3.e. Post-cancellation Access Rights to ACS Web Editions and ACS Legacy Archives

3.f.1 Post-Cancellation Access Rights for ACS Web Editions: Consortium members whose subscription has started before 2014:

Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, each Consortium member will be provided without charge continuing online Post-Cancellation Access to the ACS Web Editions starting from 1996 up to the last subscription year on the ACS's server or a third party server.

3.f.2 Post-Cancellation Access Rights for ACS Web Editions: Consortium members whose subscription has started in 2014 or later:

Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, each Consortium member whose subscription has started in 2014 or later will receive Post-Cancellation access to content published during the Consortium member's subscribed access period only on the ACS's server or a third party server. Such digital access rights shall be contingent upon payment of an annual post-cancellation platform maintenance fee.

Yearly Fees for Post-Cancellation Access (applies only to consortium members whose subscription has started in 2014 or later):

Tier 1 Institutions	\$25 per title up to a maximum of \$500
Tier 2 Institutions	\$75 per title up to a maximum of \$1,000
Tier 3 Institutions	\$125 per title up to a maximum of \$1,500
Tier 4 Institutions	\$150 per title up to a maximum of \$2,500
Tier 5 Institutions	\$300 per title up to a maximum of \$5,000

3.f.3 For Journal of Chemical Education, each Consortium member will be provided access starting from 2014 up to the last subscription year, unless the Consortium member had an electronic subscription to it prior to 2014. For electronic subscriptions prior to 2014 the Consortium member must provide ACS proof of its subscription.

3.f.4.a Post-Cancellation Access Rights for the Consortium members who have already paid in full One-Time Permanent Access payments for the ACS Legacy Archives: ACS Publications will maintain the Legacy archive of journal articles published in PDF format between 1879 and 1995. In the unlikely event that it proves infeasible for the ACS Publications to maintain the ongoing availability of the ACS Legacy Archive, the ACS Publications, in consultation with its Library Advisory Group (<http://pubs.acs.org/page/4librarians/vbp/contact/lag.html>), will make the Archive available through an acceptable repository. Access to the Archive will remain active even if a subscription to the ACS Web Editions is not renewed.

Should Annual Maintenance Fees not be received, access to the Legacy Archive will be terminated. The Annual Maintenance Fee is fixed at \$250 regardless who the service provider is.

ACS warrants and represents that it has the right to enter into this Agreement on behalf of the ACS Publications and ACS Publications will be bound to this Agreement.

If the Archive is made available through a repository, ACS Publications shall procure and ensure that the repository shall assume all rights and obligations of ACS Publications under this Agreement and agrees to be bound to all the terms of this Agreement.

3.f.4.b Post-Cancellation Access Rights for the Consortium members who have a subscription to ACS Legacy Archives

Upon expiration of a subscription to the ACS Legacy Archives, no further access will be available.

3.f.4.b Extension of Access Rights

For avoidance of doubt it is stated that the current Consortium members' predecessors' archival rights extend to current Consortium members. The predecessors are as follows:

Aalto University: Helsinki University of Technology

University of Eastern Finland: University of Joensuu and University of Kuopio

University of Turku: University of Turku

Helsinki Metropolia University of Applied Sciences: Helsinki Polytechnic Stadia, EVTEK University of Applied Sciences

Tampere University: Tampere University of Technology, Tampere University of Applied Sciences

4. Permitted Use:

4.a. Authorized Users and Walk-in Users may search, download, view, retrieve and display, print and make a reasonable number of photocopies or electronically save copies of individual articles, individual chapters, or other individual items from the ACS Products for their personal, scholarly, research, educational, and administrative use and make a printed and/or electronic copy of individual articles for such use of others who are Authorized or Walk-in Users. This shall include the distribution of a copy for teaching purposes to each individual student Authorized User taking part in a course at the Consortium member institution. Authorized Users may publicly display or publicly perform parts of the ACS Products as part of a presentation at a seminar, conference, or workshop, or other such similar activity. Reading impaired Authorized and Walk-in-Users may use Braille displays, voice synthesizers and other devices to enable use of the ACS Products. Authorized and Walk-in-Users may extract and use excerpts from the ACS Products 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. Authorized and Walk-in-Users may use, with appropriate credit, figures, tables, and brief excerpts from the ACS products in the Authorized User's own scientific, scholarly, and educational works including but not limited to books and articles.

4.b. Regulatory Submission: Authorized Users may supply print or electronic copies of individual items taken from the ACS Products national or international pharmaceutical regulatory authorities for the purpose of regulatory approval of pharmaceutical products. Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law for use in legal proceedings.

4.c. Scientific Communication: Authorized users may distribute single copies of parts of the ACS Products in print or electronic form including email to third party colleagues (outside the Consortium members) for the purposes of scientific research and communication or to be used for the basis of discussion groups

4.d. Coursepacks: Authorized users who are part of Consortium members faculty or staff may download and print out copies of individual articles from the ACS Products for the purpose of making a multi-source collection of information (course pack), to be distributed to students at the Consortium member's institution free of charge or at cost based fee. Individual articles from the ACS Products may also be used in course packs in a secure network for Authorized Users who are students at the Consortium member's institution as part of their coursework. 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 Consortium member, are reading impaired.

4.e. Consortium members may

4.e.1. allow Authorized Users to have access to the ACS Products from the Server via a Secure Network.

4.e.2. allow Walk-in Users to have access to the ACS Products from the server via a Secure Network at computer terminals or otherwise within the Consortium member premises.

4.e.3. make such temporary local electronic copies as are necessary to ensure efficient use by Authorized and Walk-in-Users.

4.e.4. provide single printed or electronic copies of single articles at the request of individual Authorized and Walk-In-Users.

4.e.5. display, save electronically print and distribute (also on the Consortium member's public website parts of the ACS Products including ACS's trademarks and logos for the purpose of promotion or for training Authorized and Walk-in-Users.

4.e.6 allow the ACS Products to be searched by Authorized and Walk-in-Users via Finna or similar services in the Consortium member's use provided that the terms of this Agreement are upheld.

4.e.7. gather usage data via Finna or other portal in the Consortium member's use.

4.e.8. produce translations of user guides and other promotional materials available at ACS website (public or secure) or otherwise received from ACS, 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 Consortium member's Authorized and Walk-in-Users and for the use of other Consortium member's use.

4.e.9. produce audio visual works that include parts of the ACS Products (including trademarks, logos and screenshots), electronically save/deposit such works on any electronic network including networks open to the public, distribute and publically perform such works via any said electronic network for the purpose of promotion or for training Consortium member's Authorized and Walk-in-Users and for the use of other Consortium members for the same purpose.

4.f. This Agreement shall be deemed to complement and extend the rights of the Consortium member, 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 Consortium member. Authorized and Walk-in-users from time to time under the law or any amending legislation.

4.g. In the event that any content included in the ACS Products is in the public domain or has been issued under a Creative Commons or other open license, ACS shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

4.h. In the event of any conflict between the Permitted Uses in these sections 4 and 5 and any terms and conditions communicated to Authorized and Walk-in -Users at the website where the ACS Products are provided this Agreement shall prevail.

5. Use By Others Through Inter Library Loan: Consortium members may use the ACS Products to fulfill requests for Inter Library Loan (ILL). Inter Library Loan shall include requests to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. A Consortium member may obtain a copy of an

article in PDF format (Portable Document Format) and transmit it to the ILL requesting Library by mail, fax, or electronic transmission including e-mail. The requesting library may provide the PDF to the user in electronic format.

6. Prohibited Use: Except as provided in Sections Four and Five above, Consortium members agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the contents of ACS Products or any portions thereof, to any third party. Articles and other information obtained from these services may not be used for fee-for-service purposes such as document delivery. ACS Products may not be used to supply single articles to ILL requesters that are commercial organizations or libraries that belong to for-profit companies, without separate prior written approval of ACS. For avoidance of doubt, neither recovery of direct costs or costs required by law by the Consortium members from Authorized or Walk-In-Users or in the case of ILL from the recipient library, nor use by the Consortium member or by an Authorized or Walk-in-User of the Material in fee based educational programs or in the course of research funded by a commercial organization, nor use of the ACS Products as a source for or using excerpts quoting from its Authorized or Walk-In User's own scientific, scholarly, and educational works including but not limited to articles, is deemed to constitute use for fee for service purposes.

Authorized User may not modify, alter, except to the extent necessary to make it perceptible on a computer screen, to Authorized and Walk-in Users or create derivative works of the materials contained in ACS Web Editions or ACS Legacy Archives without prior written permission from the ACS.

Articles and other information obtained as a result of access to ACS Products are not to be systematically downloaded, re-published in any media, print or electronic form. Articles may not be downloaded in aggregate quantities or centrally stored for later retrieval, save as provided elsewhere in this agreement.

Consortium members acknowledge that ACS may prevent Consortium members and their Authorized and Walk-in Users, as the case may be, from using, implementing or authorizing use of any computerized or automated tool or application to search, index, test or otherwise obtain information from ACS Products (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Consortium members agrees to assist ACS in correcting unauthorized use of such methods or applications, and acknowledges that ACS may from time to time implement tools or other controls on ACS Products to regulate or restrict use of such computerized or automated applications. ACS acknowledges that Consortium members may not be able to prevent its Authorized and Walk-in Users from using such methods or applications.

Consortium members will use reasonable endeavours to notify Authorizes and Walk-in Users of the user terms and conditions of this Agreement and take steps to protect the ACS Products from unauthorized use or other breach of this Agreement. Immediately upon becoming aware of any unauthorized use or other breach, Consortium members are required to inform ACS and take all reasonable steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence. Nothing in this Agreement shall make the Consortium members liable for breach of the terms of the Agreement by any Authorized or Walk-in-User provided that the Consortium members did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

American Chemical

Authorized signature: _____

Title: Senior Manager

Date: 4 March 2021

The National Library

Authorized signature: _____

Title: Service director

Date: 2.3.2021



ATTACHMENT E
CONSORTIA OFFSET BENEFIT PROGRAM TERMS AND
CONDITIONS

a. Consortia Offset Benefit Program: Consortium members have chosen participation in ACS's *Consortia Offset Benefit Program* specifically designed for Consortium members to facilitate the immediate open availability of ACS articles on the Web at the time of online publication. Availability and use of such articles shall be governed by the terms and conditions of the Creative Commons Attribution 4.0 International license (such Creative Commons license hereinafter referred to as "CC-BY license") or newer versions of the said license attached hereto as Exhibit One. For avoidance of doubt, the Qualifying Authors (or Consortium member if applicable) retain copyright to the articles.

The *Consortia Offset Benefit Program* shall hereafter be referred to herein as "*COBP*." The Parties hereby acknowledge and agree that the *COBP* is based upon and tied to the continued subscription by a Consortium member to ACS Web Editions as such term is defined in the Agreement. Discontinuation of Consortium member's subscription to ACS Web Editions or termination of the Agreement, for whatever reason, shall also terminate the *COBP* arrangement between ACS and such Consortium member.

Both Parties acknowledge that modification to *COBP* processes can and may occur. If the cumulative Opt-Out ratio of Consortium members exceeds 50%, ACS has the right to provide the Consortium members with a new offer. If the offer is not accepted, this whole Agreement including all attachments will expire.

b. Qualifying Authors:

Corresponding authors of Consortium members qualify to have their articles published under the *COBP*, for their respective journal article, if all of the following conditions are met at the time of submission of the article:

- 1) corresponding author must be identified as the individual who is to communicate with ACS through the peer review process,
- 2) corresponding author must be an Authorized User as such term is meant in Attachment D above,
- 3) corresponding author must indicate affiliation to an Consortium member by identifying the Institution via a provided dropdown menu during the online manuscript submission process,

Corresponding authors meeting all of the aforementioned criteria are hereinafter referred to as "**Qualifying Authors**". It is recommended that corresponding authors utilize an email address that is directly associated to their respective institutions, for enhancing ease of verification of qualification as a Qualifying Author. For clarity, the term corresponding author as used herein means the author handling the manuscript and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the manuscript.

During the Agreement term, Consortium may request that an article that it believes qualified for publication under *COBP* but was not published as such, be retroactively made open access, and ACS shall do so upon confirmation.

c. Credits: For *COBP*, ACS shall grant Consortium members through the National Library a defined number of ACS Consortia Reward credits (Credits). ACS has agreed to grant the total of 630 Credits for 2021, 2022 and 2023. The Credits are pooled over the three year Agreement term. In between years, should a new member join the Consortium, then new Credits will be added. If a member leaves the Consortium, then Credits may be removed. Such adjustments shall be determined by the same formula as the original credits at such time. The National Library manages distribution and use of the Credits among the Consortium members. If technological changes to the system allow, the Parties may agree during the Agreement term that the Consortium members will have the right instead to manage the Credits.

The Parties acknowledge and agree that once Credits are granted, they shall have no redeemable monetary value and that the Credits may be used solely in the 2021 – 2023 Agreement term for which they were issued and solely for publication of articles for journals identified as eligible in Attachment A and Exhibit Two. For clarity, in the event

of *COBP* termination, unused Credits will not be refunded as a sales credit or otherwise. Unused Credits expire 24 months after they are granted. However, for emphasis, these unused Credits must be used for the Agreement term in which they were issued.

For each article published under *COBP*, one (1) Credit will be considered used. Credits can be used for all peer reviewed journal articles, but not eBooks. Notwithstanding anything to the contrary, once the total number of Credits granted have been used, ACS policy will revert to direct payment of a fee to ACS by the Qualifying Author for publication of such author's article(s) under open access conditions, and such policy shall be in accordance with the *ACS AuthorChoice* program options (see <http://pubs.acs.org/page/policy/authorchoice/index.html>). For clarity, the Parties acknowledge that a Qualifying Author also has the option to direct the ACS to publish the article via the traditional subscription model.

d. Workflow:

The National Library has established an account with the Copyright Clearance Center (CCC). During the article submission process the author must select their qualifying institution from the dropdown box in Paragon Plus for their article. Upon acceptance of the article, then, during the journal publishing agreement signing process (but before the actual signature step), the author will be recognized as being part of the *COBP* herein under this Agreement and will be asked if they would like to make their article open access (the open access option will be listed first). At the same time, regardless of the authors publishing choice, the designated administrative contact will be notified of the respective article funding request. Authors who have not chosen open access publishing will be contacted by ACS without delay to verify their choice. This is referred to as ACS's *COBP* "touch free" process.

An email will be sent to the National Library who will be required to approve or reject *COBP* publication of the article in the CCC account. Once approved, a Credit will be debited from the Consortium's annual balance. If the author does not choose open access publishing, the Credit will be returned to the balance without delay. Credits are used on a first ordered, first approved basis. The CCC shall notify Qualifying Authors of the *COBP* publication status of their article(s).

Additionally, the Parties agree to the following terms and conditions regarding publication under *COBP*.

- i. The Creative Commons Attribution 4.0 International license ("CC-BY" and attached hereto as Exhibit One) will control third-party access to and use of the final published article. ACS will enable access to the final published article from the ACS website, accordingly.
- ii. ACS will provide Qualifying Authors with a copy of the final published article in .PDF format, or in other such digital file format as may be agreed between the parties.
- iii. **ACS Certified Deposit:** ACS will deposit the final version of record under a CC-BY license into the US Pub Med Central repository, which will automatically be reflected in the Europe Pub Med Central repository.
- iv. Consistent with the CC-BY license we note that any use of the article is subject to the following conditions:
 - The authors' moral right to the integrity of their work under the Berne Convention (Article 6bis) is not compromised.
 - Where content in the article is identified as belonging to a third party, it is the obligation of the user to ensure that any reuse complies with copyright policies of the owner.
- v. All articles published under *COBP* as maintained on the ACS website represent the definitive articles of record. Articles (unless identical copies of the most current definitive articles of record) posted to or displayed by institutional repositories or non-ACS websites are without warranty from ACS of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall ACS be liable for any loss or damage arising out of or in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites.

e. Reports: Reports tracking articles published under the *COBP* and the current Credit balance will be made available for the National Library through the (CCC) *ACS COBP* institutional workflow and for Consortium members by way of the National Library designated administrator(s). Information supplied will include Qualifying Author name and e-mail address, affiliated Consortium member, ORCID ID (if supplied by the Qualifying Author), article title, DOI, journal title, and Credit date, manuscript type, institution affiliation, funder name, manuscript accepted date, order date. Such reports will be made available to Consortium members through self-service reporting tools provided in the National Library's *COBP* administrator's view in the CCC *ACS COBP* program webpages.

f. General: ACS is not liable for any article not made open by ACS for an author who does not select, during the manuscript submission process, the appropriate name of a qualifying Consortium member or otherwise does not meet at the time of submission the heretofore aforementioned criteria of a Qualifying Author[s].

g. Information to potential Authors: On the ACS website at pubs.acs.org, under Author Services, ACS will list the Consortium members under Selected List of Funders, and provide a one-page document that lists the details of this arrangement and requirements from authors [http://pubs.acs.org/page/4authors/funder_option.html].

AGREED:

The National Library on
behalf of the Consortium members

American Chemical Society

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Service director

Senior Manager

2.3.2021

4 March 2021

EXHIBIT ONE

CREATIVE COMMONS ATTRIBUTION 4.0 INTERNATIONAL PUBLIC LICENSE

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 – Definitions.

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.
- b. **Adapter's License** means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Public License.
- c. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section 2(b)(1)-(2) are not Copyright and Similar Rights.
- d. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- e. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- f. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Public License.
- g. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- h. **Licensor** means the individual(s) or entity(ies) granting rights under this Public License.
- i. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- j. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- k. **You** means the individual or entity exercising the Licensed Rights under this Public License. **Your** has a corresponding meaning.

Section 2 – Scope.

- a. **License grant.**
 - 1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
 - A. reproduce and Share the Licensed Material, in whole or in part; and
 - B. produce, reproduce, and Share Adapted Material.
 - 2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.
 - 3. Term. The term of this Public License is specified in Section 6(a).
 - 4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications

necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.

5. Downstream recipients.

A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.

B. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

6. No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3(a)(1)(A)(i).

b. **Other rights.**

1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

2. Patent and trademark rights are not licensed under this Public License.

3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties.

Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. **Attribution.**

1. If You Share the Licensed Material (including in modified form), You must:

A. retain the following if it is supplied by the Licensor with the Licensed Material:

- i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
- ii. a copyright notice;
- iii. a notice that refers to this Public License;
- iv. a notice that refers to the disclaimer of warranties;

v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;

B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and

C. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.

2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.

3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.

4. If You Share Adapted Material You produce, the Adapter's License You apply must not prevent recipients of the Adapted Material from complying with this Public License.

Section 4 – Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

a. for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database;

b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and

c. You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

Section 5 – Disclaimer of Warranties and Limitation of Liability.

a. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.

b. To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages.

Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.

c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.

b. Where Your right to use the Licensed Material has terminated under Section 6(a), it reinstates:

1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or

2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.

d. Sections 1, 5, 6, 7, and 8 survive termination of this Public License.

Section 7 – Other Terms and Conditions.

a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.

b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

Section 8 – Interpretation.

a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.

b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.

c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.

d. Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

EXHIBIT TWO

In addition to ACS Web Editions of the journals listed in Attachment A, the following gold Open access journals are identified as eligible in open access publishing during the Agreement term:

Journal	ISSN	First year of Publication
JACS Au (already open for submission)	2691-3704	2021
ACS Bio & Med Chem Au	2694-2437	2021
ACS Physical Chemistry Au	2694-2445	2021
ACS Polymers Au	2694-2453	2021
ACS Materials Au	2694-2461	2021
ACS Organic & Inorganic Au	2694-247X	2021
ACS Engineering Au	2694-2488	2021
ACS Nanoscience Au	2694-2496	2021
ACS Measurement Science Au	2694-250X	2021
ACS Environmental Au	2694-2518	2021
ACS Omega	2470-1343	2016
ACS Central Science	2374-7951	2015

ATTACHMENT F: DATA PROTECTION

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

Consortium members as listed in Attachment B (name)

(address and country of establishment)

hereinafter "data exporter"

ACS (name)

1155 16th Street NW, Washington, D.C 20036, 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.

(c) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

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

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

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

(h) It will process the personal data, at its option, in accordance with:

(i) the data protection laws of the country in which the data exporter is established, or

(ii) the relevant provisions ⁽¹⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data ⁽²⁾, or

(iii)

the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Data importer accepts Annex A

Initials of data importer: KP _____;

(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.

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.

ACS Web Editions/ACS Legacy Archives Multiple Site/Consortium Sales Agreement

ANNEX B

DESCRIPTION OF THE TRANSFER

Data subjects

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

Authorised and walk-in 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 ACS 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 and walk in users, names and contact information of library person(s) at consortium member institutions.

Recipients

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

The personal data transferred may be disclosed in the importer's own systems only.

Sensitive data (if appropriate)

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

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

ACS Web Editions/ACS Legacy Archives Multiple Site/Consortium Sales Agreement

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 consortium member 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

.....
Office of the Secretary and General Counsel
American Chemical Society

1155 16th St., NW, Washington, D.C. 20036, USA
.....

Data exporter

The National Library of Finland
FinElib service unit
P.O.Box 26

FI-00014 University of Helsinki, Finland

email: finelib@helsinki.fi

ILLUSTRATIVE COMMERCIAL CLAUSES

Allocation of costs:

"Each party shall perform its obligations under these clauses at its own cost."

Extra termination clause:

"In the event of termination of these clauses, the data importer must return all personal data and all copies of the personal data subject to these clauses to the data exporter forthwith or, at the data exporter's choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours."'

(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