

ELSEVIER SUBSCRIPTION AGREEMENT

This subscription agreement (“Agreement”) is entered into as of 8 February 2022 by and between **CONSORTIUM FINELIB**, The National Library of Finland, University of Helsinki, Unioninkatu 36, FIN-00014, Finland (the “Consortium”), authorized to enter into this Agreement on behalf of itself and other members of the Consortium identified in Schedule 2, the other members of the Consortium being represented by the National Library via a power of attorney (each the “Institution”) and **Elsevier B.V.**, Radarweg 29, 1043 NX, Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Institution the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users.*

Authorized Users are the full-time and part-time students, faculty, employed staff, librarians, researchers, and independent contractors and retired faculty staff, retired librarians and retired researchers of the Institution (onsite or remote access) listed in Schedule 2 and individuals using work stations or otherwise within the physical premises of the Institution. Authorized Users who are independent contractors may use the Subscribed Products only for the purposes of the contracted work for the Institution.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse, view and display to other Authorized Users, the Subscribed Products;
- print, photocopy, download, electronically save and store for the exclusive use of such Authorized User a reasonable amount of articles, abstracts or records, from the Subscribed Products (“Excerpts”), this exclusive use will include the use by teaching staff of such Excerpts in electronic presentations and the right to present such electronic presentations during lectures for credited courses, but will explicitly exclude the provision of copies of such presentations and/or Excerpts to Authorized Users, unless permitted under this Section 1.3;
- incorporate links to the Subscribed Products and/or Excerpts on the Institution’s intranet and internet websites and incorporate both links and downloaded articles and abstracts in electronic coursepacks, reserves and course management systems and instructor websites and printed articles and abstracts in printed coursepacks, provided that the downloaded and printed content shall carry appropriate acknowledgement of the source, title, author and publisher and that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Elsevier and the Institution obtains the prior written consent of Elsevier for use in connection with any non-credit courses; the Institution and its Authorized Users may in addition offer coursepacks in non-electronic, non-print perceptible form, such as audio or Braille, to Authorized Users who are reading impaired;

- provide print or electronic copies (including via email) of Excerpts from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use. This sharing must be incidental and non-systematic;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User, certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction”;
- use Braille displays, voice synthesizers and other devices to enable the use of the Subscribed Products;
- access the text and data mining service online via an API at <http://dev.elsevier.com> and to download and save the full-text articles for text and data mining purposes for access and use by the Authorized User or the Institution the Authorized User is affiliated with;
- continuously and automatically extract semantic entities from such full-text articles retrieved through the text and data mining service for the purpose of including but not limited to identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms and mount, load and integrate the results with other data (the “TDM Output”); and
- distribute the TDM Output externally electronically and/or in print format, which may include a few lines of query-dependent text of individual full text articles as permitted by Finnish law (“Snippets”) or bibliographic metadata. Where Snippets and/or bibliographic metadata are distributed, they should be accompanied by a DOI link or an alternative attribution via other means that refers to the individual full text article. Where images are used the Institution should clear the rights for reuse with the relevant copyright owner and/or rights holder.

The Institution may:

- print and deliver journal articles from the Subscribed Products (including via email) to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the same country as the Institutions; the receiving library is permitted to provide the journal article to the user in electronic format;
- provide Authorized Users with integrated access to the Subscribed Products;
- provide links to Authorized Users to access Excerpts included in the Subscribed Products; and
- obtain usage data on its own use of the Subscribed Products via Finna or any other information retrieval portal subject to compliance with the data protection requirements in place.

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

In the event of any conflict between the authorized uses in this Section 1.3 and any terms and conditions communicated to Authorized Users on the website where the Subscribed Products are provided, this Agreement shall prevail.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Institution and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

1.5 *Intellectual Property Ownership.*

The Institution acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially harm Elsevier and its suppliers. For the avoidance of doubt, Elsevier hereby acknowledges that any database rights created by Authorized Users as a result of text and datamining of the Subscribed Product as referred to in Section 1.3 above shall be the property of the Authorized User.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

1.6 *Open Access.*

The parties have agreed to the open access terms as attached hereto as Schedule 3.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Institution and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 *Quality of Service.*

Elsevier shall use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Institution and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

If, due to causes within its reasonable control, Elsevier is unable to provide the Institution with access to the service for a period exceeding twenty-four (24) consecutive hours, then Elsevier shall extend the term of the Agreement for corresponding period at no additional cost to the Institution.

If Elsevier is unable to provide the Institution with access to the service for a period exceeding five (5) consecutive days, then Elsevier shall refund to the Institution the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the then current year.

The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Institution may have under this Agreement and at law or in equity.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than ten (10%) percent of the content comprising the Subscribed Products, Elsevier shall reduce the amount of the Fees that is proportional to the amount of content withdrawn and to the remaining unexpired portion of the term of the Agreement.

2.4 *Open URL.*

Elsevier will make reasonable efforts to have the Subscribed Products comply with Open URL.

2.5 *Customer Support*

Elsevier will provide customer support services to the Institution and Authorized Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Subscribed Products.

2.6 *Technical Data.*

Elsevier will provide the Consortium with the necessary technical data to ensure that the Subscribed Products can be accessed via Finna or another information retrieval portal under the terms and conditions of the Agreement.

2.7 *Transfer Code of Conduct.*

Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 4.0 (<https://www.niso.org/publications/rp-24-2019-transfer>).

2.8. *SFX.*

Elsevier will use its best endeavors to enable provision of an SFX-target for the Subscribed Products through ExLibris. Elsevier currently supports Alma link resolvers.

2.9. *Central Discovery Index (CDI)*

Elsevier shall make the Subscribed Products available through Institution's Discovery Service System (Ex Libris Central Discovery Index) for indexing and discovery purposes.

Elsevier shall provide to Institution's discovery service vendor (Ex Libris) on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and data necessary to facilitate optimal discovery and accessibility of the content for the benefit of Institution and Authorized Users.

2.10. *W3C* *standards.*

Elsevier will use its best endeavors to meet the W3C standards (www.w3.org/WAI/Resources/#in) in order to ensure that the Subscribed Products are accessible to all the Authorized Users of the Institution.

2.11 *KBART.*

Elsevier will use its best endeavors to adhere to the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).

2.12 *Usage Data Reports.*

Elsevier will make usage data reports on the usage activity of each Institution accessible online on a monthly basis to the librarians/administrators employed by each Institution and the Consortium for internal use only. However, an Institution and the Consortium may reproduce or publicly distribute annual usage reports created from such usage data reports online on their institutional website, provided that such reports only contain the aggregate usage numbers within an Institution and do not specify the

usage per article or publication title. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice.

SECTION 3. INSTITUTION PERFORMANCE OBLIGATIONS.

3.1 Authentication.

Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) indicated by each Institution in Schedule 2. The Institution may, subject to the terms and conditions of this Agreement, use Finna to access the Subscribed Products, which portal is based on software developed by VuFind and SFX application software or another information retrieval portal in its use.

3.2 Protection from Unauthorized Access and Use.

The Institution shall use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;
- provide accurate IP addresses, as identified on Schedule 2 for the exclusive use by the Institution unless otherwise mutually agreed and promptly inform Elsevier of any changes to the Institution IP addresses, including the addresses no longer being used exclusively by the Institution; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access of the IP address(es), passwords, session ID’s and/or delegated authentication mechanism from which the unauthorized use occurred upon notice to the Institution and any suspended access shall be promptly restored once the unauthorized use has ceased and the Institution has taken corrective actions to ensure that such unauthorized use does not recur. Elsevier shall also have the right to request that the Institution terminate access to the Subscribed Products by an Authorized User who engages in unauthorized use. The Institution will not be liable for unauthorized use of the Subscribed Products by any Authorized Users or third party, provided that the Institution did not cause, knowingly assist in or condone such breach or permit such unauthorized use to continue after having actual notice thereof.

3.3 Security Requirements.

Each Institution agrees that it will implement reasonable security policies, procedures, access control methodologies and network protection techniques to safeguard access to the Subscribed Products. If an Institution becomes aware of any unauthorized use of the Subscribed Products by an Authorized User or third party, the Institution will promptly notify Elsevier and shall take reasonable and appropriate steps to ensure that such activity ceases and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium shall pay to Elsevier the fees set forth in Schedule 1 (the “Fees”) within sixty (60) days of date of invoice. The yearly Fees will be invoiced annually. Elsevier shall send to the Consortium an e-version of the invoice within 1 week of the date of invoice. The Fees shall be exclusive of any sales, use, value added, withholding or similar tax and the Institutions shall be liable for any such taxes in addition to the Fees. The Institutions shall be charged Dutch value added tax (VAT) unless the Institutions are a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Institutions shall promptly notify Elsevier of any changes to its VAT Identification

Number or VAT status. Elsevier may charge the Institutions any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. DURATION.

5.1 Term.

The term of this Agreement shall commence on 1 January 2022 and shall automatically terminate on 31 December 2024 (“Term”). Notwithstanding the aforementioned, the Institutions may access and use in perpetuity the Subscribed Products as set out in this Agreement.

5.2 Removal of Institution Due to Insufficient Budgetary Allotment from Government

Institutions may be removed as an Institution from this Agreement provided that written notice is given by the Consortium to Elsevier by 1 September prior to the start of the next calendar year of the Term, if (1) sufficient funds are not provided, allocated or allotted in future central government-approved funding or other external funding of such Institution or reasonably available or expected to become available from other sources at the time the Consortium’s payment obligation attaches to permit such Institution, in the exercise of its reasonable administrative discretion, to continue this Agreement or (2) changes relevant to this Agreement occur in such Institution’s permission to organize higher level education or other legislation regarding such Institution and relevant to this Agreement. When an Institution is removed from this Agreement its Fees as stated in Schedule 1 shall also be removed from Schedule 1 and the Institution shall be removed from Schedule 2.

Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to removal, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided. For avoidance of doubt, Elsevier is not obligated to refund any Fees under this Section 5.2.

5.3 Termination for Insolvency or Bankruptcy.

In addition to the automatic termination at the end of the Term as set out in Section 5.1, either party may terminate this Agreement upon written notice in the event the other is insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors. For avoidance of doubt, the termination as set out in this Section 5.3 will only affect the Institution in question. Upon termination of this Agreement as set out in this Section 5.3 due to Elsevier, Elsevier shall refund the proportion of the paid Fees that represents the paid, but unused part of the remainder of the Term.

5.4 Change in Control.

If a change in control of an Institution occurs, or an Institution merges with or acquires an institution not set forth in Schedule 2, the Institution shall promptly notify Elsevier of such change. Any material changes in the number of Authorized Users arising from above mentioned change may result in early termination regarding the Institution in question unless the parties are able to agree to appropriate fee adjustments. Entering into any other kind of affiliation, or cooperation or partnership with another organization, does not give the Institution the right to grant access to the Subscribed Products to any such affiliation, cooperation or partnership organization, unless such right is granted in writing by Elsevier by means of an amendment to this Agreement.

5.5 Adding Institutions.

Institutions may be added to Schedule 2 subject to an appropriate adjustment of the Fees for any added Institutions to be agreed upon between the parties by means of an amendment to this Agreement.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier shall indemnify, defend and hold harmless the Institution and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Institution will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation shall survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein, gross negligence, wilful misconduct, fraud and to the extent permitted by applicable law, in no event shall Elsevier or its suppliers nor the Institutions be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of Elsevier and its suppliers to the Institutions exceed a sum equal to the Fees paid by the Institutions hereunder, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

For the avoidance of doubt, each Institution shall only be liable for its own actions and/or defaults.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure. Should the period of Force Majeure exceed ninety (90) days, the party not being in a situation of Force Majeure may terminate this Agreement, and such termination shall not constitute a breach herein.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

7.5 *Assignment.*

Each Institution shall not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent shall not unreasonably be withheld.

7.6 *Privacy.*

Elsevier will not, without the prior written consent of the Institution, transfer any personal information received by Elsevier from the Institution or Consortium under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier to fulfil its obligations under this Agreement; and (ii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement.

7.7 *Notices.*

All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified below.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX, Amsterdam, The Netherlands.

If to the Consortium and/or the Institutions: Consortium FinELib, The National Library of Finland, FinELib P.O. Box 15, FIN-00014, University of Helsinki, Finland

7.8 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.9 *Power of Attorney.*

The Consortium represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of this Agreement, including but not limited to the restrictions on access and use of the services as set forth in the Agreement. Each Institution shall be responsible for and make payment of its Fees as specified in Schedule 1 due for access to and use of the services as specified in this Agreement to the extent that the Consortium fails to make any such payment. The Consortium will make available a copy of this Agreement to each Institution set out in Schedule 2.

7.10 *Training.*

Subject to the terms and conditions as set out in this Agreement, the Institution will be entitled to promote and provide training on the Subscribed Products (including Elsevier trademarks, screenshots and logos) to Authorized Users. Librarians, as defined in the authorized user definition in Section 1.2 above, will be allowed to electronically save and post for training purposes on the Institution's internet and intranet websites a reasonable number of screenshots, including Elsevier trademarks and logos.

Elsevier will provide training sessions for the Institution regarding the use of the Subscribed Products without charge during the Term via the internet.

7.11 *Governing Law and Consent to Jurisdiction.*

This Agreement will be governed by and construed in accordance with the laws of Finland without regard to conflict of law principles. Parties further consent that if a party files a claim against the other party, the claim will be filed at the forum chosen by the other party. Elsevier chooses the competent courts of Amsterdam as its chosen forum and the Institution chooses the competent courts of Helsinki as its chosen forum.

7.12 *SUSHI Service.*

The librarians/administrators employed by the Consortium may extract data in XML form on the usage activity of each Institution relating to the Subscribed Products in compliance with the then current SUSHI Protocol ("SUSHI Data") from the Elsevier SUSHI Service ("SUSHI Service") and store such SUSHI Data on its secure Consortium server: i) to perform internal usage studies ii) to create usage

data reports, which may be made freely available to the Institution through the Consortium's usage data service, provided that delegated authentication software is used and iii) reproduce and/or publicly distribute usage reports created from the SUSHI Data and/or other usage data accessible online on the Consortium website, provided that such reports do not specify the usage per article or publication title (the "Activities"). The Consortium may engage subcontractors for providing technical services in relation to any of the Activities.

7.13 Use of Data by Institutions.

The librarians/administrators employed by the Institution may use the SUSHI Data and other usage data made accessible online by Elsevier under Section 7.12 to: i) create internal reports or studies on usage and ii) reproduce or publicly distribute annual usage reports created from the SUSHI Data and/or other usage data accessible online on their institutional website, provided that such reports only contain the aggregate usage numbers within such Institution and do not specify the usage per article or publication title.

7.14 Compliance with Sanctions Laws.

Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

7.15 Confidentiality.

This Agreement including all schedules is not considered confidential. Elsevier acknowledges that the Consortium and/or Institution(s) is intending to publish the Agreement including all schedules.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

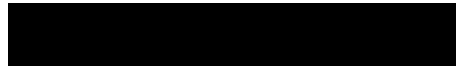
THE NATIONAL LIBRARY OF FINLAND, UNIVERSITY OF HELSINKI

(Consortium)



Name: Kristiina Hormia-Poutanen
Title: Director

ELSEVIER B.V.
(Elsevier)



Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

No. 1-20837139278

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

CONSORTIUM FINELIB

No. 1-20837139278

Institution's Journal Collection – Elsevier B.V.	Access sciencedirect.com				
Institution	SIS ID	2022 Agreement #	Fees 2022 EUR	Fees 2023 EUR	Fees 2024 EUR
University of Helsinki including Helsinki University Central Hospital	ECR-304	1-20837139278	€ 63,693.61	€ 65,604.42	€ 67,572.55
University of Turku including Turku university central hospital	ECR-316	1-20837144648	€ 35,255.24	€ 36,312.90	€ 37,402.29
University of Oulu including Oulu University Hospital	ECR-312	1-20837144519	€ 32,996.29	€ 33,986.18	€ 35,005.77
University of Tampere including Tampere University Hospital and Tampere University of Applied Sciences	ECR-314	1-20837134956	€ 27,998.99	€ 28,838.96	€ 29,704.13
University of Eastern Finland including Kuopio University Hospital	ECR-663486	1-20837334642	€ 26,517.29	€ 27,312.80	€ 28,132.19
University of Jyväskylä	ECR-308	1-20837095260	€ 23,600.25	€ 24,308.25	€ 25,037.50
Åbo Academi University	ECR-300	1-20837116176	€ 14,133.42	€ 14,557.42	€ 14,994.14
Aalto university	ECR-598214	1-20837181038	€ 11,865.32	€ 12,221.28	€ 12,587.91
Finnish Institute for Health and Welfare	ECR-306760	1-20837322422	€ 9,089.48	€ 9,362.16	€ 9,643.02
Totals EUR			€ 245,149.88	€ 252,504.38	€ 260,079.51

Journal Collection(s)

The Institution's Journal Collection(s) is described in Schedule 1.1.

Pre-paid Transaction Fee

Purchase of pre-paid Transactions ("PPT") is required to activate access to journals by Transaction. An Institution shall be charged €30 per Transaction. An Institution may purchase PPT upon mutual

agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1

Journal Collection(s) :

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1. In case of Cell Press journal title changes, an Institution will have access to the issues published under the previous title as well as the new title.

Post Termination Access to Subscribed Titles

Upon expiration of this Agreement or termination of Institution's annual subscription to Cell Press Subscribed Products on ScienceDirect online, the Institution may, at its option (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles from 1995 until the end of the last year of the subscription for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download, with a minimum annual fee of EUR 400 (adjusted annually for inflation and cost increases) for the Institution's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Institution, at the Institution's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. The electronic copy may not contain links and other features and functionality associated with the online version.

ELSEVIER SUBSCRIPTION AGREEMENT
Annex A to Schedule 1.1

University of Jyväskylä	
ISSN	Subscribed Products
0969-2126	Structure
0092-8674	Cell
1097-2765	Molecular Cell
0960-9822	Current Biology
0006-3495	Biophysical Journal
1525-0016	Molecular Therapy
1550-4131	Cell Metabolism

University of Eastern Finland including Kuopio University Hospital	
ISSN	Subscribed Products
0092-8674	Cell
1074-7613	Immunity
1097-2765	Molecular Cell
0896-6273	Neuron
1535-6108	Cancer Cell
0002-9297	The American Journal of Human Genetics
1550-4131	Cell Metabolism
1934-5909	Cell Stem Cell
1525-0016	Molecular Therapy

Abo Akademi University	
ISSN	Subscribed Products
0092-8674	Cell
1097-2765	Molecular Cell
0896-6273	Neuron
1074-7613	Immunity

University of Oulu including Oulu University Hospital	
ISSN	Subscribed Products
2451-9456	Cell Chemical Biology
0960-9822	Current Biology
0969-2126	Structure
1550-4131	Cell Metabolism
0092-8674	Cell
1534-5807	Developmental Cell
1097-2765	Molecular Cell

0896-6273	Neuron
1074-7613	Immunity
1535-6108	Cancer Cell
0002-9297	The American Journal of Human Genetics
0006-3495	Biophysical Journal
1934-5909	Cell Stem Cell
1931-3128	Cell Host & Microbe

National Institute for Health and Welfare	
ISSN	Subscribed Products
0092-8674	Cell
1074-7613	Immunity
1097-2765	Molecular Cell
0896-6273	Neuron
0002-9297	The American Journal of Human Genetics

Aalto University	
ISSN	Subscribed Products
0960-9822	Current Biology
0896-6273	Neuron
0006-3495	Biophysical Journal
2451-9294	Chem

University of Helsinki including Helsinki University Central Hospital	
ISSN	Subscribed Products
0002-9297	The American Journal of Human Genetics
1934-5909	Cell Stem Cell
1931-3128	Cell Host & Microbe
0092-8674	Cell
1074-7613	Immunity
1097-2765	Molecular Cell
1535-6108	Cancer Cell
1534-5807	Developmental Cell
0896-6273	Neuron
0969-2126	Structure
0960-9822	Current Biology
2451-9456	Cell Chemical Biology
1550-4131	Cell Metabolism
0006-3495	Biophysical Journal
1525-0016	Molecular Therapy
2590-3322	One Earth

University of Turku including Turku university central hospital	
ISSN	Subscribed Products
0960-9822	Current Biology
0969-2126	Structure
1931-3128	Cell Host & Microbe
1934-5909	Cell Stem Cell
0002-9297	The American Journal of Human Genetics
0092-8674	Cell
1534-5807	Developmental Cell
1097-2765	Molecular Cell
0896-6273	Neuron
1074-7613	Immunity
1535-6108	Cancer Cell
1550-4131	Cell Metabolism
2451-9456	Cell Chemical Biology
0006-3495	Biophysical Journal

University of Tampere including Tampere University Hospital and Tampere University of Applied Sciences	
ISSN	Subscribed Products
1535-6108	Cancer Cell
0092-8674	Cell
1550-4131	Cell Metabolism
1534-5807	Developmental Cell
1074-7613	Immunity
1097-2765	Molecular Cell
0896-6273	Neuron
0002-9297	The American Journal of Human Genetics
0006-3495	Biophysical Journal
1934-5909	Cell Stem Cell

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Institutions/Authentication/Contacts

CONSORTIUM FINELIB

Aalto University

PO Box 11000, 00076 Aalto

Value added tax identification number: FI-22283574

Authentication:

130.233.0.0-130.233.255.255
130.233.243.235

Abo Akademi University

Domkyrkogatan 2-4, FI-20500 Åbo, Finland

Value added tax identification number: FI-02463121

Authentication:

130.232.144.0-130.232.191.255
130.232.16.0-130.232.31.255
130.232.208.0-130.232.223.255
130.232.80.0-130.232.95.255
193.167.156.0-193.167.159.255
193.167.200.0-193.167.201.255
193.167.8.0-193.167.9.255
193.166.248.0-193.166.251.255

Tampere University including Tampere University Hospital

Tampere University Foundation sr, Tampere University, 33014
TAMPERE UNIVERSITY

Value added tax identification number: FI-28445618

Authentication:

195.148.48.0-195.148.57.255

195.148.112.0-195.148.123.255
153.1.0.0-153.1.249.255
130.230.0.0-130.230.143.255
193.167.88.0-193.167.91.255
193.167.94.0-193.167.95.255
130.230.152.0-130.230.175.255
130.230.184.0-130.230.255.255
192.98.80.0-192.98.80.255
193.167.68.0-193.167.71.255
193.167.163.0-193.167.166.255
193.167.167.7
193.167.167.8
193.167.167.9
193.167.131.244
193.166.164.0-193.166.167.255
193.166.232.0-193.166.235.255
193.167.167.3

University of Eastern Finland including Kuopio University Hospital

[REDACTED]

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

[REDACTED]

Value added tax identification number: FI-22857339

Authentication:

193.167.108.0-193.167.109.255
193.167.180.0-193.167.181.255
193.167.40.0-193.167.47.255
193.167.64.0-193.167.65.255
193.167.224.0-193.167.243.255
193.167.240.13
193.167.176.21

University of Helsinki including Helsinki University Central Hospital

[REDACTED]

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

[REDACTED]

Value added tax identification number: FI-03134717

Authentication:

128.214.120.0-128.214.122.255
128.214.126.0-128.214.129.255
128.214.14.0-128.214.21.255
128.214.144.0-128.214.151.255
128.214.160.0-128.214.215.255
128.214.0.0-128.214.11.255
128.214.38.0-128.214.39.255
128.214.48.0-128.214.51.255
128.214.87.0-128.214.94.255
128.214.98.0-128.214.101.255
193.166.128.0-193.166.130.255
193.166.176.0-193.166.176.255
193.166.182.0-193.166.183.255
193.166.253.0-193.166.253.255
128.214.52.0-128.214.55.255
86.50.8.0-86.50.15.255
128.214.135.0-128.214.138.255
128.214.232.0-128.214.239.255
193.167.160.0-193.167.161.255
128.214.56.0-128.214.68.255
128.214.95.0-128.214.95.255
128.214.222.0-128.214.229.255
128.214.69.0-128.214.70.255
128.214.72.0-128.214.81.255
128.214.221.0-128.214.221.255
128.214.71.0-128.214.71.255
193.166.190.0-193.166.190.255
128.214.22.0-128.214.23.255

University of Jyväskylä

[REDACTED]

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

[REDACTED]

Authentication:

130.234.0.0-130.234.255.255

Value added tax identification number: FI-02458947

University of Oulu including Oulu University Hospital

[REDACTED]

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

[REDACTED]

Value added tax identification number: FI-02458955

Authentication:

130.231.0.0-130.231.255.255
193.166.230.0-193.166.231.255
193.166.28.0-193.166.28.255
193.166.31.0-193.166.35.255
193.166.37.0-193.166.37.255
193.166.39.0-193.166.39.255
193.167.134.0-193.167.134.255
193.167.170.0-193.167.170.255
193.167.204.0-193.167.205.255
193.167.221.0-193.167.221.255
85.23.127.17
85.23.127.18
193.166.184.0-193.166.185.255
213.139.160.250

University of Turku including Turku university central hospital

[REDACTED]

University of Turku, Feeniks Library, 20014 TURUN YLIOPISTO

[REDACTED]

Value added tax identification number: FI-02458963

Tampere University of Applied Sciences

[REDACTED]

Kuntokatu 3, 33520 Tampere

[REDACTED]

Value added tax identification number: FI-10154281

Authentication:

130.232.0.0-130.232.15.255
130.232.79.0-130.232.79.255
130.232.96.0-130.232.100.255
130.232.78.32-130.232.78.255
130.232.102.0-130.232.137.255
130.232.192.0-130.232.207.255
130.232.32.0-130.232.76.255
130.232.224.0-130.232.252.18
130.232.252.20-130.232.255.255
130.232.252.19
193.143.205.0-193.143.206.255
193.143.208.0-193.143.209.255
193.143.210.1-193.143.210.15
193.143.210.32-193.143.210.255
193.143.223.0-193.143.223.255
193.143.222.32-193.143.222.255
193.143.220.0-193.143.221.255
193.143.192.0-193.143.202.255
193.143.204.1-193.143.204.31
193.143.204.160-193.143.204.191
193.143.204.64-193.143.204.128
193.143.211.0-193.143.211.255
193.143.213.0-193.143.213.255
193.143.215.0-193.143.217.255

Finnish Institute for Health and Welfare

[REDACTED]

Authentication:

193.167.195.60

P.O.Box 30, FI-00271 Helsinki, Finland

46.30.132.239

46.30.133.239

Value added tax identification number: FI-22295006

Primary Contact

Name:

Title:

Name/Address (if different from Section 7.7):

[REDACTED]

The National Library of Finland, FinELib
P.O. Box 15
Unioninkatu 36
Helsinki, FIN-00014
Finland

E-mail:

Phone:

[REDACTED]

Billing Contact

Name:

Title:

Name/Address (if different from Section 7.7):

[REDACTED]

The National Library of Finland, FinELib
P.O. Box 15
Unioninkatu 36
Helsinki, FIN-00014
Finland

Phone:

[REDACTED]

The Consortium shall promptly notify Elsevier of any changes to any of the contact information above.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3
Open Access Terms

1 Background

- 1.1 Corresponding authors affiliated with an Institution shall be referred to as “Corresponding Author(s)”.
- 1.2 During the Term, Corresponding Authors are granted the right to publish articles open access in the Elsevier owned and published Cell Press hybrid journals set out in Annex A to this Schedule 3 (“Eligible Journals”), subject to the terms of this Schedule 3.
- 1.3 Journal inclusions may from time to time be subject to non-material changes, including, but not limited to, changes resulting from the addition of new journal titles, journal transfers and/or changes of business model or ownership. If a hybrid Cell Press journal that is also an Eligible Journal converts to fully gold open access during the Term, such journal will remain an Eligible Journal under this Agreement. Elsevier will provide annually to the Consortium an updated list of journal titles that are eligible for open access publishing.
- 1.4 The eligible journal article types under this Agreement are peer-reviewed articles and include full length journal articles, review articles, case reports, short communications, short reviews (surveys), original software publications, data articles, micro-articles, replication studies, videos and protocols.

2 Open Access Articles

- 2.1 If accepted for publication in an Eligible Journal, during the Term Corresponding Authors may publish the following number of open access articles, without having to pay an article publishing charge (“APC”):
 - (a) a total of 30 open access articles for the calendar year 2022;
 - (b) a total of 31 open access articles for the calendar year 2023; and
 - (c) a total of 32 open access articles for the calendar year 2024.
- 2.2 If there are any unused articles at the end of a calendar year, such articles will not carry over to the next calendar year. Unused articles will expire at the end of each year and are not refundable.
- 2.3 In the event that the maximum number of open access articles under paragraph 2.1 above has been reached, then Corresponding Authors may publish open access articles in Eligible Journals at the then current list price set forth at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist>.

3 Workflow

- 3.1 The Elsevier publishing workflow will use the acceptance date to determine the eligibility of an article under this Agreement. In order to benefit from the commercial arrangements mentioned in this Schedule 3, articles submitted by the Corresponding Author must be accepted by the relevant Eligible Journal during the Term.
- 3.2 In Elsevier’s journal workflow, the Corresponding Author will specify the Institution that they are affiliated to and the relevant research funding source(s). Based on this data, Elsevier will provide the Corresponding Author with the relevant publishing options. For the purposes of eligibility, the Corresponding Author is the single author who manages the publication process

for an article from submission to post acceptance and corresponds with Elsevier on the same.

- 3.3 In Elsevier's journal workflow, open access and the CC-BY license will be the preselected choices. In the event a Corresponding Author has chosen the open access option, the journal article, if accepted for publication in an Eligible Journal, shall automatically be published under a CC-BY or CC-BY-NC-ND license as determined by the Corresponding Author, subject to the conditions and process set forth herein, with the authors of such article retaining their copyright. For the avoidance of doubt, both CC licenses are available for all Eligible Journals without restrictions.
- 3.4 If a Corresponding Author chooses a license other than CC-BY, Elsevier will facilitate upon request of the Corresponding Author the possibility to change the license to CC-BY within 90 days of publication. The conversion of the license is not considered use of an article from the totals set out under clause 2.1 above. A Corresponding Author that has published a journal article under a subscription model in an Eligible Journal may notify Elsevier by 31 January of the following year that they wish to retroactively convert the journal article, so that it is published open access. Corresponding Authors that choose to do so as part of this Agreement will be able to use any remaining unused articles from the totals set out under clause 2.1 above or will pay the then current APC list price as set out at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist> if there are no unused articles available and/or the journal is not an Eligible Journal.
- 3.5 The Institution is responsible for informing Corresponding Authors that they are required to identify themselves as being a Corresponding Author in Elsevier's journal workflow in order to benefit from the commercial arrangements under this Agreement. The Elsevier Open Access Platform ("EOA Platform") requires the Institution to make reasonable efforts to accurately validate that the relevant Corresponding Author is affiliated with the Institution, and will provide the Institution with the available relevant details including Corresponding Author name and e-mail address, DOI, article title, article type, journal title, license type, research funding, acceptance date of the article and the article publishing charge ("APC"). The Institution will receive a notification via email to validate a Corresponding Author's eligibility on the EOA Platform.

4 Payment and Invoicing

- 4.1 The Institution will have access to the EOA Platform in order to validate a Corresponding Author's eligibility within 15 working days after a Corresponding Author has selected the open access option in Elsevier's journal workflow.
- 4.2 In the event that the maximum number of open access articles set out under clause 2.1 above has been reached, or the Institution does not complete the eligibility validation of a Corresponding Author within 15 working days after a Corresponding Author has selected the open access option in Elsevier's journal workflow, the relevant Corresponding Author will have the option to pay the APC themselves at the then current APC list price as set out at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist> or to publish the article on a subscription basis. If the Corresponding Author chooses to pay the APC, Elsevier will send the invoice to the address provided by the Corresponding Author.
- 4.3 Corresponding Authors who have paid their own APC for an article accepted for publication in an Eligible Journal during the Term will be entitled to a refund of the relevant APC.

5 Reporting

- 5.1 The Consortium will have access to monthly reports that include a breakout of all articles (open access and subscription based) published by Corresponding Authors in the Elsevier journals governed by this Agreement. Minimum metadata requirements are: Corresponding Author Name, Corresponding Author Affiliation, Corresponding E-Mail, Funding grant IDs, Date of submission, Date of acceptance, Journal title, ISSN, Article title, Article type, Article APC, Open Access Y/N, DOI, and CC license. In addition, upon request, Elsevier will provide the Consortium with a trend report based on the aggregated number of accepted articles in the Eligible Journals for the previous year.

**Annex A to Schedule 3
Eligible Journals**

This list of eligible Cell Press hybrid journal titles may from time to time be subject to non-material changes, including but not limited to changes resulting from the addition of new journal titles, journal transfers and changes of business model or ownership.

ISSN	Journal Title
2451-9456	Cell Chemical Biology
1535-6108	Cancer Cell
0092-8674	Cell
2405-4712	Cell Systems
2667-1093	Chem Catalysis
2451-9294	Chem
1931-3128	Cell Host & Microbe
1550-4131	Cell Metabolism
0960-9822	Current Biology
1534-5807	Developmental Cell
1074-7613	Immunity
2542-4351	Joule
2590-2385	Matter
2666-6340	Med
1097-2765	Molecular Cell
0896-6273	Neuron
2590-3322	One Earth
1934-5909	Cell Stem Cell
0969-2126	Structure
1043-2760	Trends in Endocrinology & Metabolism
0968-0004	Trends in Biochemical Sciences
0167-7799	Trends in Biotechnology
0962-8924	Trends in Cell Biology
1364-6613	Trends in Cognitive Sciences
0168-9525	Trends in Genetics
0966-842X	Trends in Microbiology
0166-2236	Trends in Neurosciences
0165-6147	Trends in Pharmacological Sciences
2405-8033	Trends in Cancer
2589-5974	Trends in Chemistry
0169-5347	Trends in Ecology & Evolution
1471-4906	Trends in Immunology
1471-4922	Trends in Parasitology
1471-4914	Trends in Molecular Medicine
1360-1385	Trends in Plant Science
0002-9297	The American Journal of Human Genetics

0006-3495	Biophysical Journal
1674-2052	Molecular Plant
1525-0016	Molecular Therapy