

IEEE ONLINE PRODUCTS AND READ & PUBLISH AGREEMENT (ACADEMIC)

The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”)

Address

445 Hoes Lane
Piscataway, NJ 08854
Attn: Customer Licensing

E-Mail

onlinesupport@ieee.org

Facsimile

+1 732 810 0266

The National Library of Finland, (“the National Library”) and other members of the FinELib Consortium represented by the National Library via a power of attorney, Licensees listed in Schedule B (the National Library and other members each the “Licensee”)

Address

Unioninkatu 36, (P. O. Box 15), FIN-00014
University of Helsinki, Helsinki, Finland

E-Mail

finelib@helsinki.fi

Facsimile

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) “APC” means the article processing charge assessed by IEEE and paid by or on behalf of an Authorized Author for, among other things, the publishing and hosting of an article submitted and accepted for publication in a Journal.

(b) “Article” means an individual document from the Licensed Products.

(c) “Authorized Authors” means corresponding authors affiliated with Licensee as faculty, students, researchers or employees

(d) “Authorized Users” means (1) persons affiliated with Licensee as students, faculty, researchers or employees; retired faculty, employees and researchers (provided they are of Finnish retirement age); (2) authorized persons physically present in Licensee's premises; (3) outsourced faculty and/or staff in their performance of services for and on behalf of the Licensee only; and (4) such other persons as IEEE may, at the request of Licensee and in IEEE's sole discretion, authorize in writing to access the Licensed Products.

(e) “Invoice” means the invoice issued by IEEE or its authorized representative to Licensee setting forth the License Fee in Schedule C or mutually signed amendments to it.

(f) “Journals” means the IEEE open access and hybrid journals listed in Schedule H, as may be updated from time to time. If new open access or hybrid journals are launched during the Term, those are automatically added to the list of Journals.

(g) “Licensee's Premises” means the physical premises of each member of the FinELib Consortium listed in Schedule C.

(h) “Licensed Products” means the IEEE online product(s) selected in Schedule A.

(i) “Remote Access” means access provided by Licensee via secured authentication means only to Authorized Users, as defined in 1(c), who are not physically present at an Authorized Licensee Premise.

(j) “Service Date” means the date in which IEEE provides Licensee with continued access to the Licensed Products, specifically January 1, 2026.

(k) “Educational Purposes” means for the purpose of education, teaching, distance learning, private study, retrieving information and/or research.

2. License Fee. As consideration for the rights granted by IEEE pursuant to this Agreement, Licensee shall pay IEEE, or its authorized agent, the fees set forth in Schedule C on an annual basis within sixty (60) days of receipt of invoice.

3. License.

(a) License Grant. IEEE grants Licensee a non-exclusive, non-transferable license to use the Licensed Products and to provide access to the Licensed Products electronically via the Internet only to

Authorized Users at Licensee's Premises or via Remote Access in accordance with the terms and conditions of this Agreement. IEEE further agrees to provide to Licensee the support services set forth in Schedule A.

(b) Authorized Uses. Licensee and its Authorized Users may access and use the Licensed Products for Educational Purposes as follows:

- (1) access, search, browse and view the Licensed Products;
- (2) download and print individual Articles and make a reasonable number of photocopies of a printed Article;
- (3) distribute Articles in print and electronic form to other Authorized Users. This shall include the distribution of a copy for teaching purposes to each individual student taking part in a course at the Licensee institution. Licensee and its Authorized Users may make a reasonable number of photocopies of a printed Article;
- (4) save a reasonable amount of Articles to electronic media as long as it does not contradict with the restrictions set forth under Section 3(c);
- (5) incorporate Articles in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments hosted on a secure network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form such as Braille may also be offered to reading impaired Authorized Users;
- (6) each Licensee can post a reasonable amount of Articles in PDF format contained in the Licensed Products for the purposes of electronic course reserve on Licensee's secure website. Licensee shall make reasonable efforts to instruct Authorized Users to remove all single PDFs posted on their secure website within ninety (90) days after the course has been completed;
- (7) distribute Articles in print and electronic form including email form for the purpose of inter-library loans except for commercial entities, and upon receipt of the electronic including email copy, the receiving library is permitted to make a printed copy of the electronic including email document for fulfillment of the request. Immediately upon fulfilling the request the electronic including email copy must be destroyed by the receiving library and is not to be provided to the patron.
- (8) display, save electronically, print and distribute (also on the Licensee's public website in the case of user training) parts of the Licensed Product including trademarks, logos and screenshots for the purpose of promotion or testing or for training Authorized Users;
- (9) Licensee may use the trademarks, trade name or logos of the IEEE to advise its Authorized Users of Licensee's access to the Licensed Products provided any such usage of the IEEE brand identifiers is done in accordance with all applicable IEEE branding guidelines. A copy of the IEEE guidelines using trademarks, trade name or logos can be found on the World Wide Web on the IEEE Copyrights page at <https://www.ieee.org/publications/rights/section-121-trademark.html>;
- (10) publicly display or publicly perform parts of the Licensed Products as part of a presentation in a class, at a seminar, conference, or workshop, or other such similar activity;
- (11) distribute single copies of parts of the Licensed Products in print or electronic form, including email to third parties outside of the Licensee, for the purposes of scientific research and communication or to be used for the basis of discussion groups. Sharing with non-authorized users shall be incidental and not for re-transmission;
- (12) reading impaired Authorized Users may use Braille displays, voice synthesizers and other devices to enable use of the Licensed Products;
- (13) Artificial Intelligence (AI) Permitted Uses:
 - i. The Licensed Products may be used in combination with AI tools solely for non-commercial academic or research purposes.
 - ii. The Licensed Products may only be used in combination with AI tools that must operate in the Licensee's local or closed hosted environment accessible only to the Licensee or Authorized User and only for non-commercial academic or research purposes.
 - iii. Licensee and Authorized Users may upload, transmit, or provide a reasonable number of documents from the Licensed Products to an AI tool for non-commercial

academic or research purposes, including, but not limited to, summarization and /or translation purposes, provided that the AI tool does not use the Licensed Products as part of its training set. For the avoidance of doubt, IEEE expressly prohibits use of the Licensed Products for developing or training AI tools and further prohibits the storage or retention of the Licensed Content within any AI tool;

(c) Restrictions. Except as expressly permitted in this Agreement, Licensee and its Authorized Users may not:

(1) download, reproduce, retain or redistribute the Licensed Products, in its entirety, or any journal or issue of a journal in the Licensed Products in any substantial or systematic manner, including, but not limited to, accessing the Licensed Products using a robot, spider, crawler, screen scraping or similar technological device;

(2) electronically distribute, via e-mail or otherwise, any Article;

(3) abridge, modify, translate or create any derivative work based upon the Licensed Products without the prior written consent of IEEE;

(4) display or otherwise make available any part of the Licensed Products to anyone other than Authorized Users;

(5) sell, resell, rent, lease, license, sublicense, assign or otherwise transfer any rights granted under this Agreement, including, but not limited to, use of the Licensed Products for document delivery, fee-for-service or any other substantially similar commercial purpose. For the avoidance of doubt neither recovery of direct costs or costs required by law by the Licensee from Authorized Users or from the receiving library in the case of Inter Library Loan, use by the Licensee or by an Authorized User of the Licensed Products in fee based educational programs or in the course of research funded by a commercial organization, nor use of the Licensed Products as a source for or quoting from it in Authorized Users own scientific, scholarly, and educational works including but not limited to books and articles, is deemed to constitute commercial purpose.

(6) remove, obscure or modify in any way copyright notices, other notices or disclaimers that appear on Articles or in the Licensed Products;

(7) Artificial Intelligence (AI) Usage Restrictions:

a) Prohibited Uses: Unless specifically permitted by this agreement or in writing by IEEE, Licensee and Authorised Users may not use the Licensed Products in combination with AI tools to:

- i. Create AI tools or output that can substitute and/or replicate any IEEE product, service and/or solution including, but not limited to, IEEE Xplore;
- ii. Disrupt the functionality of the Licensed Products or any IEEE platform;
- iii. Create derivative works as defined in copyright law from the Licensed Products that are turned into products or made publicly available; or
- iv. Distribute, publish, reproduce, or post the Licensed Products or derivative works as defined in copyright law to unauthorized third parties except in accordance with this Agreement. However, brief quotations for purposes of comment, criticism or similar scholarly purposes and are permitted.

b) The parties acknowledge the ongoing evolution of AI technologies and their implications in educational, academic, research, and scholarly contexts, and agree to engage in good faith negotiations concerning this section as legal clarity on AI develops.

In the event of any conflict between the Authorized Uses and Restrictions, as defined in this Section 3 and any terms and conditions communicated to Authorized Users at the website where the Licensed Products is provided, the terms and conditions of this Agreement shall prevail. For the avoidance of doubt, should any of the Licensed Products, be made available under Creative Commons licenses, this agreement shall not restrict Licensee from availing themselves of the rights granted in the Creative Commons licenses.

4. Intellectual Property Rights.

(a) Ownership. Licensee acknowledges and agrees that all right, title and interest in and to the Licensed Products, including all copyright and other intellectual property rights under United States and international laws and treaties, remain with IEEE and its licensors.

(b) Protection. Licensee agrees that:

- (1) Licensee shall make reasonable efforts to advise all Authorized Users of the rights and restrictions on the use of the Licensed Products as set forth in Sections 3b and 3c.
- (2) In the event that Licensee becomes aware of any unauthorized use of the Licensed Products, including but not limited to, by way of Licensee's IP addresses, equipment or other facilities, Licensee shall promptly give written notice to IEEE of such unauthorized use and use reasonable efforts to eliminate such unauthorized use.
- (3) Licensee shall at all times implement appropriate security policies, procedures, access control methodologies and network protection techniques to safeguard access to the Licensed Products. Licensee shall use reasonable efforts to ensure that only Authorized Users access the Licensed Products.
- (4) IEEE shall have the right to inquire about the security procedures being used by Licensee and suggest improvements.
- (5) Nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any Authorized User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

5. Term and Termination.

(a) Term. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the Service Date (the "Initial Term") until December 31, 2026 in accordance with the term of this Agreement.

(b) Termination. Notwithstanding the terms of Section 5(a), this Agreement may be terminated as follows:

(1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

(2) *Suspension*. In the event that IEEE notifies Licensee of a material breach of Section 3(c)(1), IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially reasonable efforts to limit suspension to the offending IP address or user account, to the extent that the offending IP address or user account can be reasonably ascertained under the circumstances; otherwise, IEEE reserves the right to suspend all online access to the Licensed Products by Licensee. The suspension shall remain in effect until Licensee has cured the material breach, and Licensee shall not be entitled to a refund of any fees during such suspension. If Licensee does not cure the material breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate this Agreement immediately.

(3) *Withdrawal of Content*. IEEE reserves the right to withdraw from the Licensed Products content that it no longer retains or has the right to license, or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than ten percent (10%) of the content of the Licensed Products, then Licensee shall be entitled to a pro-rated reduction of the License Fees.

(4) *Insolvency*. Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

(5) *Mergers*. Either party may terminate this Agreement if a change in control of a Licensee occurs, a Licensee merges with or acquires an organization, breaks up or if changes relevant to this Agreement occur in the Licensee's permission to organize higher level education or other legislation regarding the Licensee and relevant to this Agreement.

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

(c) Events Upon Termination. Upon termination of this Agreement, except if Licensee obtains Post Cancellation Access as stated in Section 9 or IEEE's material breach, Licensee shall make reasonable efforts to delete all electronic copies of Articles that are in its possession or control. Licensee may continue

to use copies of Articles made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3 shall continue to govern use of such materials.

6. Representations and Warranties. IEEE and Licensee each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, by-laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party; (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement. IEEE shall indemnify and hold the Licensee harmless from and against any loss, damage, cost, liability or expense (including reasonable legal and professional fees if a defense is not provided by Licensor) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of third party intellectual property rights by Licensee's use of the Licensed Product in accordance with this Agreement, subject to the conditions that the Licensee shall (a) notify IEEE immediately upon becoming aware of any such third-party claim, (b) not attempt to compromise or settle the claim, (c) provide IEEE with all reasonably requested information and assistance, and (d) permit IEEE to have sole conduct of the defense and/or settlement of such claim with counsel of IEEE's choice at its expense. This indemnity shall survive the termination of this Agreement for any reason.

7. DISCLAIMER. THE LICENSED PRODUCTS ARE PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS." IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 6), EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE LICENSED PRODUCTS, OR THAT LICENSEE'S USE OF THE LICENSED PRODUCTS WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET LICENSEE'S REQUIREMENTS. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONTENTS OF THE LICENSED PRODUCTS ARE SUBJECT TO CHANGE.

8. LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF THE LICENSED PRODUCTS, SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF THE LICENSED PRODUCTS OR THEIR DELIVERY VIA THE INTERNET, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

(b) IEEE UNDERTAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM, ANY DEFECTS OR FAILURES IN ANY COMMUNICATIONS LINES, THE INTERNET OR INTERNET SERVICE PROVIDER, LICENSEE'S COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE USED TO ACCESS THE LICENSED PRODUCTS OR TO AUTHENTICATE ANY USER AS AN AUTHORIZED USER. LICENSEE ACKNOWLEDGES AND AGREES THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE LICENSED PRODUCTS, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

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

9. Post Cancellation Access. Upon termination of this Agreement, except in the event of termination by IEEE pursuant to Section 5(b1 or 2), each Licensee may individually obtain post-cancellation access to the portion of the Licensed Products containing all content (as listed in Schedule F and G) published between the Post Cancellation Service Date, as listed in the table in Schedule C and the termination date of this Agreement, excluding Standards Online Packages, IEEE RFIC Virtual Journal, VDE conference, Bell Labs journal, IEEE RFID Virtual Journal, and any third party content that IEEE no longer holds rights to host on its platform by entering into an online or offline IEEE Post-Cancellation Access Agreement and paying the applicable fees as stated in Schedule C for access via IEEE Xplore or by obtaining one (1) offline static copy per Licensee. Upon payment of applicable fees and execution of a Post-Cancellation Access Agreement, Licensee shall have a non-exclusive, non-transferable license to the archived content in a manner that will be substantially similar to this Agreement, For clarity, the following clauses to this Agreement 1(b), (d), (g), (h), (i), (k); 3(a), (b), (c); 4(b); 8 and 12(b) will be identical in the Post-Cancellation Access Agreement unless otherwise mutually agreed at the time of entering into the Post-Cancellation Access Agreement.

10. Statistics. IEEE shall provide COUNTER compliant usage statistics by month and organization regarding the online usage of the Licensed Products to the National Library acting on behalf of the Licensee via the Licensor's or third party's website through the use of passwords issued by the Licensor. The Licensee will have access to its own statistics via the same website.

11. Primo Central. IEEE shall use reasonable endeavors to make the metadata available through the Central Discovery Index metadata aggregation service and other such services as well as to support link resolver services such as SFX and Uresolver through provision of metadata for the Licensed Products to ExLibris.

12. General.

(a) Accessibility. IEEE shall use its best efforts to provide an accessible web presence in accordance with the Web Content Accessibility Guidelines (WCAG) 2.1 AA where applicable. IEEE *Xplore* Accessibility Statement (<https://ieeexplore.ieee.org/Xplorehelp/overview-of-ieee-xplore/accessibility-statement>), may be amended from time to time. IEEE will make reasonable efforts to promptly respond to and resolve any complaint regarding accessibility of the Licensed Products.

(b) Data Protection. In the event that IEEE's performance of its obligations under this Agreement requires that IEEE receive or otherwise process any personal data of Licensee or its Authorized Users, IEEE shall process such personal data in accordance with the European general data protection regulation. The transfer of personal data from Licensee to IEEE is governed by Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) which takes precedence over other terms in this Agreement, as set forth in Schedule I.

(c) Sanctions. IEEE confirms that it is currently not the subject or target of any a)sanctions imposed by the sanctions authority of the European Union or the United Nations or b) freezing of assets decision by a Finnish authority, and neither is any person or entity that is an owner of IEEE or otherwise has control over IEEE. IEEE will inform the National Library without delay if there is any change in the sanctions or freezing of assets status of itself or the aforementioned person or entity. If there is a change in the aforementioned sanctions or freezing of assets status the Licensee has the right to terminate this Agreement with immediate effect and receive a pro-rated refund of any License Fees paid.

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

(e) Notice. Notices given under this Agreement shall be in writing and may be sent by internationally-recognized courier service or, e-mail to the physical address or e-mail address for each party set forth on the first page of this Agreement. Any such notice shall be deemed successfully given: (1) in the case of an internationally-recognized courier service, on the date of delivery confirmation; or (2) in the case of e-mail, at the time of successful transmission.

(f) Assignment. Licensee may not assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE.

(g) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations, purchase orders or agreements on the subject matter herein. The Parties expressly agree that in the event of any conflict between the provisions of this Agreement and the provisions of any purchase order, procurement internet portal or any other document, the provisions of this Agreement shall control.

(h) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(i) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(j) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(k) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Nothing in this Agreement shall constitute a waiver of any statutory rights or exceptions held by IEEE, the Licensee, or Authorized Users under the law or any amending legislation.

(l) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(b and c), 4, 5(c), 6, 7, 8, 9 and 10.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(n) Schedules. This Agreement includes the following Appendices (incorporated herein):

Schedule A: LICENSED PRODUCTS

Schedule B: LICENSEES

Schedule C: ACCESS FEE, PAYMENT TERMS & POST CANCELLATION ACCESS

Schedule D: OPEN ACCESS PUBLICATION

Schedule E: OPT-OUT APC AND PRICE MODEL

Schedule F: JOURNALS AND CONFERENCE PROCEEDINGS CONTENT LIST

Schedule G: STANDARDS CONTENT LIST

Schedule H: FULL OPEN ACCESS AND HYBRID PUBLISHING LIST

Schedule I: STANDARD CONTRACTUAL CLAUSES

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

The National Library of Finland, (“the National Library”) and other members of the FinELib Consortium represented by the National Library via a power of attorney, Licensees listed in Schedule C

Signature:



Name: William O'Connor

Title: Director of Customer Operations

Date: 2/4/2026

Signature:



Name: Katja Hilska-Keinäinen

Title: Director of Services

Date: 2/4/2026

**SCHEDULE A:
LICENSED PRODUCTS**

1. Licensed Products.

- IEEE Electronic Library (IEL), as set out in Schedule F and Schedule G, attached to this Agreement as an electronic PDF

2. Installation Support. IEEE will provide the following installation support to Licensee:

- (a) General assistance with implementation of Licensed Products
- (b) Guidance with configuring printer application on various platforms
- (c) Provision of general instructions and background materials

3. Continuing Support. IEEE will provide the following continuing support to Licensee:

- (a) Troubleshooting individual problems
- (b) Regular system and project updates via newsletters and e-mail
- (c) As practicable, maintenance of discussion groups via listserv and/or e-mail

4. Customer Service. IEEE will provide customer service via e-mail, telephone or fax during regular business hours (8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding U.S. holidays) for feedback, problem-solving or general questions.

- (a) Telephone: +1 800 701 4333 (USA/Canada), +1 732 981 0060 (International)
- (b) Fax: +1 732 981 9667
- (c) Email: onlinesupport@ieee.org

5. Availability. The Licensed Products may be subject to periodic unavailability due to regular maintenance, including, but not limited to, maintenance of the server(s) and other equipment used to host the Licensed Products, installation or testing of software and loading of content as it becomes available. IEEE shall use commercially reasonable efforts to minimize the extent of any period of unavailability due to such regular maintenance. Licensee shall not be entitled to any credit, reduction or set-off against the License Fee for downtime or any interruption in the availability of the Licensed Products unless such interruption exceeds twenty-four (24) continuous hours in duration. In such event, IEEE shall provide Licensee with a credit equal to 1/365 of the annual License Fee for each continuous twenty-four (24) hour period from the time of interruption until restoration of Licensee's access to the Licensed Products, provided that Licensee promptly notifies IEEE in writing of the service interruption. No credit will be issued for accumulating periods of non-continuous interruptions, or any interruption caused by any negligence or willful misconduct of Licensee or failure of equipment, software or services not provided by IEEE.

**SCHEDULE B:
LICENSEES**

A. Name and main address(es) of Licensee:

B. IP Address(es) of Authorized Site(s)

IEEE Electronic Library (IEL)

Contact information and ip addresses of subscribing organisations

Aalto University



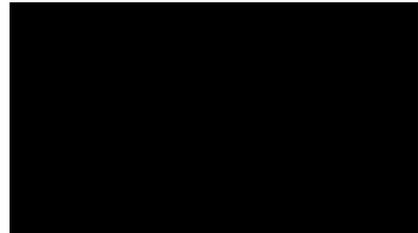
Value added tax identification number: FI-22283574



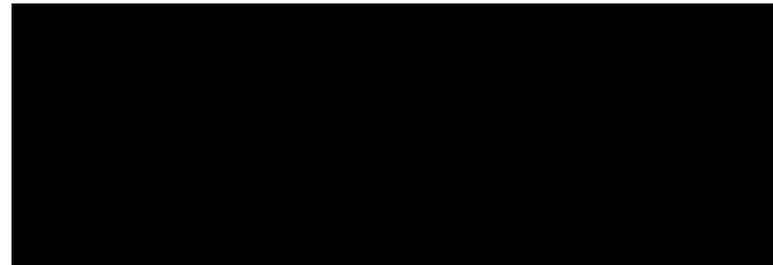
Abo Akademi University



Value added tax identification number: FI-02463121



Lappeenranta-Lahti University of Technology LUT



National Defence University (incl. the military schools)



Value added tax identification number: FI-09520299



Tampere University including Tampere University Hospital

[Redacted]

[Redacted]

Value added tax identification number: FI-28445618

[Redacted]

University of Eastern Finland including Kuopio University Hospital

[Redacted]

Value added tax identification number: FI-22857339

[Redacted]

University of Helsinki including Helsinki University Central Hospital

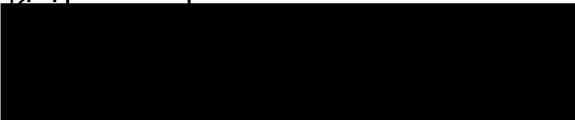
[Redacted]

Value added tax identification number: FI-03134717

[Redacted]



University of Jyväskylä



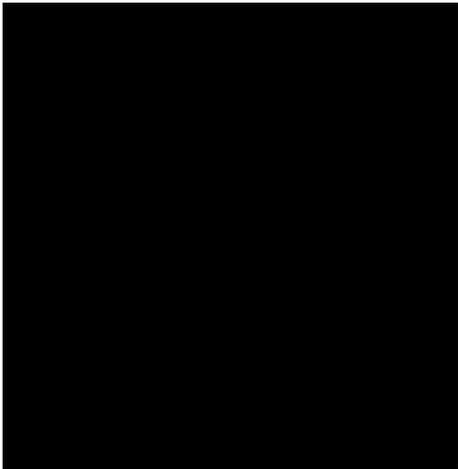
Value added tax identification number: FI-02458947



University of Oulu including Oulu University Hospital



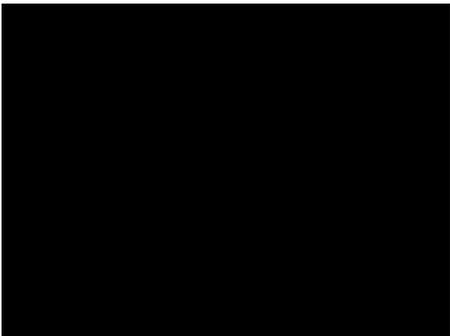
Value added tax identification number: FI-02458955



University of Turku including Turku University Central Hospital



Value added tax identification number: FI-02458963





University of Vaasa



Value added tax identification number: FI-02095998



Centria University of Applied Sciences



Value added tax identification number: FI-10978053



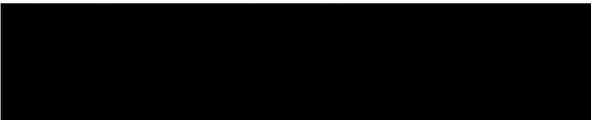
Haaga-Helia University of Applied Sciences



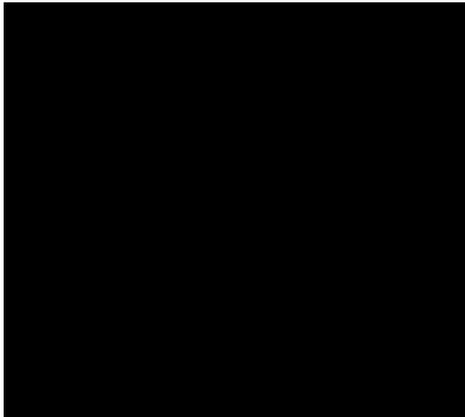
Value added tax identification number: FI-20291888



Jyväskylä University of Applied Sciences



Value added tax identification number: FI-10065502



Metropolia University of Applied Sciences



Value added tax identification number: FI-20945511



Tampere University of Applied Sciences (shared IP's with Tampere univ.)

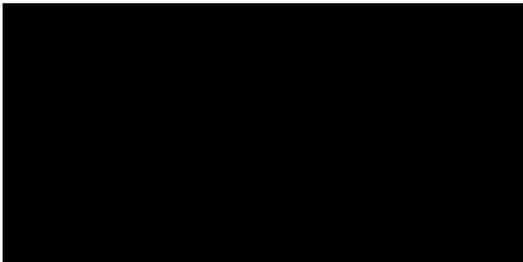
Kuntokatu 3, 33520 Tampere

Value added tax identification number: FI-10154281

Turku University of Applied Sciences



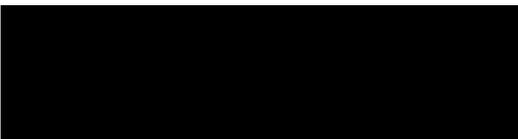
Value added tax identification number: FI-02048198



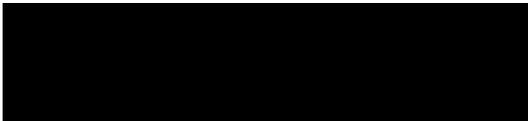
Finnish Defence Research Agency



Value added tax identification number: FI-09520299



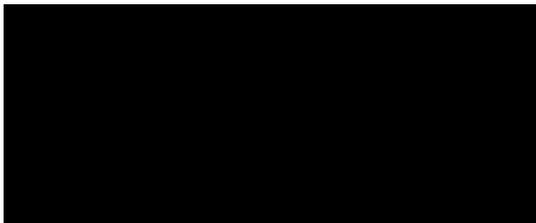
National Land Survey of Finland



Value added tax identification number: FI02459544



VTT Technical Research Centre of Finland





Value added tax identification number: FI-26473754



South-Eastern Finland University of Applied Sciences



Value added tax identification number: FI-24729082



Lapland University of Applied Sciences



Value added tax identification number: FI-25287925



C. IEEE permits Licensee to make use of one or more proxy servers to provide Authorized Users with access to the Licensed Products. Please provide responses to the questions below so that IEEE can accurately monitor authentication and use of the Licensed Products.

1. Physical address of proxy server(s):

2. IP address(es) of proxy server(s):

3. Intended use(s) of proxy server(s) - check all that apply:

Load balancing

Provide Remote Access

Other (please specify): _____

Licensee Responsibilities

Licensee shall: (a) be responsible for verifying the status of Authorized Users; (b) provide lists of valid IP addresses to IEEE and updating such lists promptly as changes are made. Licensee represents and warrants that the list of IP addresses provided in this Schedule is accurate and valid, and all such IP addresses are used solely by Licensee. Licensee recognizes that although their use is permitted, IEEE may not technologically support third party web services or servers, and use of such unsupported services or servers, such as EZ-Proxy, or Z-Scaler, may degrade access to the Licensed Products for which IEEE undertakes no responsibility.

**SCHEDULE C
ACCESS FEE, PAYMENT TERMS & POST CANCELLATION ACCESS**

(1) Access Fee: The Access Fee listed below reflects payment for the IEEE Electronic Library (IEL) Subscription for a period of **two (2) years** from the Service Date. The Access Fee shall be as outlined below (plus all applicable Finnish taxes and custom charges).

Term: January 1, 2026, through December 31, 2027.

| License Name | IEL R&P Price per Licensee 2026 (USD) | IEL R&P Price per Licensee 2027 (USD) |
|--|---------------------------------------|---------------------------------------|
| Aalto University | \$267,040 | \$273,266 |
| Univ of Helsinki incl Helsinki Univ Cent Hospital | \$72,005 | \$73,684 |
| University of Jyvaskyla | \$70,526 | \$72,170 |
| Lappeenranta University of Technology | \$91,810 | \$93,951 |
| National Defence University | \$7,359 | \$7,531 |
| Univ of Oulu including Oulu Univ Hospital | \$189,960 | \$194,389 |
| Tampere University incl Univ Hospital (+Tampere Univ. of Applied Sciences) | \$304,140 | \$311,231 |
| Univ of Turku incl Turku University Cent Hospital | \$68,835 | \$70,440 |
| University of Eastern Finland incl Univ Hospital | \$71,635 | \$73,305 |
| University of Vaasa | \$76,680 | \$78,468 |
| Abo Akademi | \$61,916 | \$63,360 |
| Centria University of Applied Sciences | \$21,526 | \$22,028 |
| Haaga-Helia University of Applied Sciences | \$21,342 | \$21,840 |
| JAMK University of Applied Sciences | \$21,342 | \$21,840 |
| Metropolia University of Applied Sciences | \$25,041 | \$25,625 |
| Turku University of Applied Sciences | \$21,342 | \$21,840 |
| National Land Survey (MML) | \$15,798 | \$16,166 |
| Finnish Defence Research Agency | \$25,041 | \$25,625 |
| Technical Research Centre of Finland (VTT) | \$132,260 | \$135,344 |
| South-Eastern Finland University of Applied Sciences (Xamk) | \$21,342 | \$21,840 |
| Lapland University of Applied Sciences | \$21,342 | \$21,840 |
| Total (USD) | \$1,608,282 | \$1,645,783 |

Additional Terms and Conditions

(a) IEEE has authorized Content Online AB to invoice the Fees for, and on its behalf. Licensee agrees to be invoiced and remit payment to Content Online Europe in accordance with the terms and conditions of this Agreement. If the terms and conditions of this Agreement in regard to term, invoicing or payment of fees should conflict with any further terms and conditions entered into by Licensee and Content Online, the terms and conditions of this Agreement shall prevail. IEEE agrees that once payment has been made to Content Online Europe, Licensee and the National Library of Finland have fully performed their fee obligations under this Agreement.

(b) Opt-Out Option: Licensee may terminate this Agreement by providing written notice to IEEE sixty (60) days prior to December 31, 2026.

(c) This Schedule C is governed by the Agreement. The terms of this Schedule C supersede provisions in the Agreement only to the extent that the terms of this Schedule C and the Agreement expressly conflict. However, nothing in this Schedule C should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Schedule C.

(2) Post Cancellation Access: Fees are contained in the table below.

Terms and Conditions:

1. Each Licensee is subject to a Set Up Fee as outlined below.
2. The fees for Year 1, Year 2 and Year 3 are outlined below. Any fees for subsequent years are subject to price change and/or increase.
3. The Post Cancellation Access fees and schedule outlined below are valid until Year 3 provided that Licensee informs IEEE of its intention to obtain post cancellation access and signs a separate Post Cancellation Access agreement in accordance with Section 9 of this Agreement before January 31, 2028.
4. For avoidance of doubt the yearly Fee covers access to all content as listed in Schedules F and G for the IEEE Electronic Library (IEL) product published between the Post Cancellation Service Date and termination of this Agreement, with the exceptions stated in section 9 of this Agreement.

| Licensee Name | Year 1 (Set Up Fee) | Year 2 | Year 3 (Subject to Increase for subsequent years) |
|--|------------------------|------------|--|
| AALTO UNIVERSITY (#18347) | \$7,153.00 | \$4,210.00 | \$4, 575 |
| Tampere University including Tampere University Hospital (#18346) | \$7,153.00 | \$4,210.00 | \$4, 575 |
| University of Oulu including Oulu University Hospital (#18338) | \$2,385.00 | \$1,404.00 | \$1, 523 |
| Abo Akademi University (#95107) | \$2,465.00 | \$1,479.00 | \$1, 523 |
| VTT Technical Research Centre of Finland (#18364) | \$2,384.00 | \$1,404.00 | \$1, 523 |
| Lappeenranta Lahti University of Technology LUT (#18337) | \$2,465.00 | \$1,479.00 | \$1, 523 |
| University. of Jyvaskylä (#18336) | \$2,465.00 | \$1,479.00 | \$1, 523 |
| University of Helsinki including Helsinki University Central Hospital (#18332) | \$2,465.00 | \$1,479.00 | \$1, 523 |
| University of Turku including Turku university central hospital (#25547) | \$2,465.00 | \$1,479.00 | \$1, 523 |
| University of Eastern Finland (#18335) including Kuopio university hospital | \$2,465.00 | \$1,479.00 | \$1, 523 |
| University of Vaasa (#18349) | \$2,465.00 | \$1,479.00 | \$1, 523 |
| The National Land Survey of Finland | \$2,271.00 | \$1,363.00 | \$1, 523 |
| Tampere University of Applied Sciences | \$2,271.00 | \$1,363.00 | \$1, 523 |
| Finnish Defense Research Agency (#18361) | \$2,271.00 | \$1,363.00 | \$1, 523 |
| Metropolia University of Applied Sciences (#18351) | \$2,271.00 | \$1,363.00 | \$1, 523 |
| Turku University of Applied Sciences (#18363) | \$2,271.00 | \$1,363.00 | \$1, 523 |
| National Defence University, including the military schools | \$2,271.00 | \$1,363.00 | \$1, 523 |
| Centria University of Applied Sciences (#76889) | \$2,271.00 | \$1,363.00 | \$1, 523 |
| JAMK University of Applied Sciences (#18353) | \$2,271.00 | \$1,363.00 | \$1, 523 |
| Haaga Helia University of Applied Sciences | \$2,271.00 | \$1,363.00 | \$, 1523 |
| South-Eastern Finland University of Applied Sciences | \$2,271.00 | \$1,363.00 | \$1, 523 |

| | | | |
|---------------------------------------|------------|------------|----------|
| Lapland University of Applied Science | \$2,271.00 | \$1,363.00 | \$1, 523 |
|---------------------------------------|------------|------------|----------|

(3) Post Cancellation Service Dates: The following table lists the Post-Cancellation Service Date, for which each Licensee’s IEL subscription started:

| FinELib Consortium | Post-Cancellation Service Date |
|--|---------------------------------------|
| Aalto University (successor to Helsinki University of Technology, Helsinki School of Economics and the University of Art and Design) | Dec 1999 |
| Abo Akademi University, #95107 | Jan 2008 |
| Lappeenranta Lahti University of Technology LUT, #18337 | Dec 1999 |
| Tampere University including Tampere University Hospital , #18346 | Dec 1999 |
| Tampere University of Applied Sciences | Dec 1999 |
| University of Eastern Finland including Kuopio University Hospital (successor to Kuopio university inc. the univ. hospital and Joensuu university), #18335 | Dec 2000 |
| University of Helsinki including Helsinki University Central Hospital | Dec 2000 |
| University of Jyväskylä, #18336 | Dec 2001 |
| University of Oulu including Oulu University Hospital, #18338 | Dec 1999 |
| The National Land Survey of Finland | Jan 2020 |
| University of Turku including Turku university central hospital, #25547 | Dec 2003 |
| University of Vaasa, #18349 | Dec 2000 |
| Centria University of Applied Sciences, #76889 | Jan 2007 |
| Helsinki Metropolia University of Applied Sciences (successor to Stadia and Evtel Universities of Applied Sciences.), #18351 | Dec 1999 |
| Turku University of Applied Sciences, #18363 | Dec 1999 |
| Jyväskylä University of Applied Sciences | Dec 1999 – Dec 2016, Jan 2018 |
| The Finnish Defence Research Agency, #18361 | Dec 2002 |
| VTT Technical Research Centre of Finland, #18364 | Dec 2001 |
| Haaga Helia University of Applied Sciences | Jan 2018 |
| National Defence University including the military schools | Jan 2018 |
| Lapland University of Applied Science | Jan 2021 |
| South-Eastern Finland University of Applied Sciences | Jan 2026 |

**SCHEDULE D:
OPEN ACCESS PUBLICATION**

1. Licensee and its Authorized Users shall be permitted to publish a number of articles in the Journals ("Output") per year for two years. In the first year, the Output shall be 370 articles. Unless adjusted in accordance with clause 4 or 5, The Output remains 370 per year for the Licensees listed in Schedule 1, provided that there are no opt outs.
2. The Total Output pool for the two -year period shall be 740 APCs as a shared pool on a first come first serve basis.
3. Any unused APCs roll over to the next year and they can also be used in advance. For the avoidance of doubt, should the APCs be used in advance will be subject to clause 4 below.
4. If Licensee's APC usage exceeds the Output, not taking into account any possible rolled over APCs, in any single year, Licensee and IEEE shall have good faith discussions as to whether the number of APCs purchased for any remaining year(s) should be increased. Licensee understands that any additional APCs may be subject to additional fees.
5. If Licensee's APC usage falls below 60% of the Output in any single year, Licensee and IEEE shall have good faith discussions as to whether the number of APCs purchased for any remaining year(s) should be decreased. IEEE understands that a reduction of APCs may result in a reduction in fees owed to IEEE.
6. Following the reviews stated in clauses 3 and 4 above, if Licensee and IEEE cannot arrive at a mutually acceptable resolution regarding the increase or decrease in remaining APCs, either party retains the right to terminate this Agreement with written notice at least 30 days prior to commencement of a subsequent year.
7. If less than the total of the prior two years Output APCs are used at the conclusion of this two-year term, Licensee may continue to utilize the unused APCs for a period of 12 months immediately following the end of the term.
8. APCs used hereunder shall not include color and over-length page charges on all articles published. Licensee understands that such charges may still be required. IEEE understands that authors themselves are responsible for payments related to color and over-length page charges and that Licensee undertakes no responsibility for the charges.
9. Nothing in this Agreement shall be deemed to guarantee publication of a submitted article in any Journal or IEEE publication. For the avoidance of doubt, articles shall be counted against the Total APC Allotment in the year in which the article is accepted for publication.
10. In the event a Licensee identified in Schedule C should terminate their participation in the Agreement in accordance with the Opt-Out Option in Schedule C for either renewal term, the corresponding number of APCs for such Licensee shall be deducted from the Output. The APCs assigned to each Licensee are identified in Schedule E.
11. Eligible article types: the APC's are to be used to publish peer reviewed articles.
12. IEEE will publish the articles funded by the APC's in IEEE's digital library.
13. As of the Effective Date of this Agreement, IEEE offers the following Creative Commons licenses: CC BY 4.0 and CC BY-NC-ND 4.0. CC BY 4.0 will be listed first and preselected. IEEE will make best efforts to ensure that Authorized Authors are provided information about the licensing preference (CC BY 4.0) of the Licensee with whom they have declared to be affiliated. For avoidance of doubt, the author(s), or author(s)' employer or funder as may be applicable, will retain copyright to the article. Licensee recognizes that IEEE may update the CC BY or other open access licenses that IEEE may offer provided such updates allow for continued compliant publication by Licensee. For clarity, CC BY 4.0 or a newer version of said license is required by Licensee for compliance.
14. For the avoidance of doubt, IEEE reserves the right to change the annual cost of APCs and/or the rate of output in possible subsequent agreements. For avoidance of doubt, renewal term 2027 is not considered subsequent agreements.
15. Assuming there are no over-length or color charges, IEEE shall not levy any other article processing charges to an author using an APC from the pool.

16. Retrospective conversions of articles accepted for publication prior to signing the agreement: IEEE shall allow retroactive conversion of APCs (both converting paywalled articles to open access and reimbursement of paid APCs) up until 1 March 2026, under this Agreement. APCs are eligible for the retroactive conversion if they were accepted for publication on or after 1 January 2026 and before 1 March 2026. The request for retroactive conversion will be initiated by the authors before 1 March 2026.

Workflow (Touch free)

- i. The corresponding author will be asked to identify their affiliation with a Licensee during the submission process. IEEE uses Ringgold IDs and email domains for identifying authors. If either parameter matches a Licensee, the corresponding author is identified as affiliated with that Licensee, and therefore an Authorized Author
- ii. For hybrid journals, after an article has been accepted the corresponding author will be asked in the submission form to choose between OA and traditional publishing.
- iii. Authors will be prompted to choose their copyright license using the Electronic Copyright Form (eCF). For hybrid journals, if the author has not chosen OA license, IEEE will send out an email to inform the author about publishing OA under this agreement.
- iv. For OA only journals after acceptance, for hybrid journals after the author has selected Open Access CCC Copyright Clearance Center's (CCC) RightsLink for Scholarly Communications (RLSC) will generate a funding request for the Licensee if IEEE has identified the corresponding author as affiliated with a Licensee and an email about the funding request will be sent to the National Library. This is based on a touch-free workflow in RLSC.
- v. Once the Licensee has made a decision on the funding request, an email will be sent to the author informing them of the decision. Approval of one article means the use of one APC.
- vi. The National Library has an institutional portal in Copyright Clearance Center's (CCC) RightsLink for Scholarly Communications. The National Library shall manage distribution and use of the APCs among the Licensees through the institutional portal and shall serve as the administrative contact through which IEEE provides the APCs.
- vii. Once the APCs have been used up, IEEE shall suspend the profile in RLSC and cease to match authors to Licensees.
- viii. From time to time, the Licensor shall be entitled to revise the identification and verification process described above in order to improve the process for Eligible Authors and Licensees. The Licensor shall notify the National Library of Finland in writing at least 4 weeks in advance of any such changes to the process.

Reports

- i. Reports tracking articles published under this Agreement and the current article balance will be made available for the National Library through the (CCC) Touch free institutional workflow and for Licensee by way of the National Library designated administrator(s). Information supplied will include Authorized Author name and e-mail address, affiliated Licensee, institution affiliation Ringgold name, ORCID ID (if supplied by the Authorized Author), article title, DOI, journal title, journal e-issn and order date, manuscript type, funder name (if supplied by Authorized Author), manuscript accepted date.
- ii. Additionally, IEEE will also report every two months to the National Library any potentially eligible articles for which the Authorized Author has rejected open access publishing.

Retrospective conversions after signing the agreement

- i. Authorized Authors who have rejected open access publication of their eligible article or who have chosen the CC BY NC-ND license after January 1, 2026 have the right to have retrospectively their article converted to open access/license changed to CC BY without paying any additional fees within 90 days of publication. Such conversion of an article from paywalled to open access means the use of one APC. Conversion of the license type from CC BYNC-ND to CC BY is not considered as use of an APC.

ii. Authorized Authors who have paid their own APC for an eligible article have the right to get their money back for articles published after January 1, 2026 within 90 days of publication. For avoidance of doubt, Authorized Authors will get refund only if the National Library approved the use of an APC under this Agreement in accordance with Schedule D Workflow (Touch free) section above.

**SCHEDULE E
OPT-OUT APC AND PRICE MODEL**

| Member | Number of articles to be deducted if member drops out | Price deduction if opt out 2027 (USD) |
|--|---|---------------------------------------|
| Aalto University | 100 | 273266 |
| Univ of Helsinki incl Helsinki Univ Cent Hospital | 13 | 73684 |
| University of Jyvaskyla | 11 | 72170 |
| Lappeenranta University of Technology | 37 | 93951 |
| National Defence University | 0 | 7531 |
| Univ of Oulu including Oulu Univ Hospital | 81 | 194389 |
| Tampere University incl Univ Hospital and Tampere University of Applied Sciences | 71 | 311231 |
| Univ of Turku incl Turku University Cent Hospital | 9 | 70440 |
| University of Eastern Finland incl Univ Hospital | 13 | 73305 |
| University of Vaasa | 19 | 78468 |
| Abo Akademi | 1 | 63360 |
| Centria University of Applied Sciences | 0 | 22028 |
| Haaga-Helia University of Applied Sciences | 0 | 21840 |
| JAMK University of Applied Sciences | 0 | 21840 |
| Metropolia University of Applied Sciences | 0 | 25625 |
| Turku University of Applied Sciences | 0 | 21840 |
| National Land Survey (MML) | 3 | 16166 |
| Finnish Defence Research Agency | 0 | 25625 |
| Technical Research Centre of Finland (VTT) | 12 | 135344 |
| Lapland University of Applied Science | 0 | 21840 |
| South-Eastern Finland University of Applied Sciences (Xamk) | 0 | 21840 |
| | 370 | |

SCHEDULE F
JOURNALS AND CONFERENCE PROCEEDINGS CONTENT LIST
(see attached list)

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

**SCHEDULE G
STANDARDS CONTENT LIST
(see attached list)**

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

**SCHEDULE H
FULL OPEN ACCESS AND HYBRID PUBLISHING LIST**

| Publication Acronym | Publication Title | Open Access Type |
|----------------------------|--|-------------------------|
| ACCESS | IEEE Access | Full Open Access |
| IEEEDATA | IEEE Data Descriptions | Full Open Access |
| J-ISPIN | IEEE Journal of Indoor and Seamless Positioning and Navigation | Full Open Access |
| JMW | IEEE Journal of Microwaves | Full Open Access |
| JSAS | IEEE Journal of Selected Areas in Sensors | Full Open Access |
| J-STARS | IEEE Journal of Selected Topics in Applied Earth Observations and Remote Sensing | Full Open Access |
| JSTEAP | IEEE Journal of Selected Topics in Electromagnetics, Antennas and Propagation NEW for 2025! | Full Open Access |
| JEDS | IEEE Journal of the Electron Devices Society | Full Open Access |
| JTEHM | IEEE Journal of Translational Engineering in Health and Medicine | Full Open Access |
| JXCDC | IEEE Journal on Exploratory Solid-State Computational Devices and Circuits | Full Open Access |
| OAJPE | IEEE Open Access Journal of Power and Energy | Full Open Access |
| OJAP | IEEE Open Journal of Antennas and Propagation | Full Open Access |
| OJCAS | IEEE Open Journal of Circuits and Systems | Full Open Access |
| OJ-CSS | IEEE Open Journal of Control Systems | Full Open Access |
| OJEMB | IEEE Open Journal of Engineering in Medicine and Biology | Full Open Access |
| OJIA | IEEE Open Journal of Industry Applications | Full Open Access |
| OJIM | IEEE Open Journal of Instrumentation and Measurement | Full Open Access |
| OJITS | IEEE Open Journal of Intelligent Transportation Systems | Full Open Access |
| OJNANO | IEEE Open Journal of Nanotechnology | Full Open Access |
| OJPEL | IEEE Open Journal of Power Electronics | Full Open Access |
| OJSP | IEEE Open Journal of Signal Processing | Full Open Access |
| OJSE | IEEE Open Journal of Systems Engineering | Full Open Access |
| OJCOMS | IEEE Open Journal of the Communications Society | Full Open Access |
| OJCS | IEEE Open Journal of the Computer Society | Full Open Access |
| OJIES | IEEE Open Journal of the Industrial Electronics Society | Full Open Access |
| OJSSCS | IEEE Open Journal of the Solid-State Circuits Society | Full Open Access |
| OJUFC | IEEE Open Journal of Ultrasonics, Ferroelectrics, and Frequency Control | Full Open Access |
| OJVT | IEEE Open Journal of Vehicular Technology | Full Open Access |
| OJID | IEEE Open Journal on Immersive Displays | Full Open Access |
| JPHOT | IEEE Photonics Journal | Full Open Access |
| JSR | IEEE Sensors Reviews | Full Open Access |
| LSMC | IEEE Systems, Man, and Cybernetics Letters | Full Open Access |
| T-MLCN | IEEE Transactions on Machine Learning in Communications and Networking | Full Open Access |
| T-NSRE | IEEE Transactions on Neural Systems and Rehabilitation Engineering | Full Open Access |
| TP | IEEE Transactions on Privacy | Full Open Access |
| TQE | IEEE Transactions on Quantum Engineering | Full Open Access |
| M-C | Computer | Hybrid Open Access |
| CISE | Computing in Science & Engineering | Hybrid Open Access |
| M-AHC | IEEE Annals of the History of Computing | Hybrid Open Access |
| M-AP | IEEE Antennas and Propagation Magazine | Hybrid Open Access |
| L-AWP | IEEE Antennas and Wireless Propagation Letters | Hybrid Open Access |
| M-BITS | IEEE BITS the Information Theory Magazine | Hybrid Open Access |
| J-CJECE | IEEE Canadian Journal of Electrical and Computer Engineering | Hybrid Open Access |
| L-COMM | IEEE Communications Letters | Hybrid Open Access |

| | | |
|----------|---|--------------------|
| M-COMM | IEEE Communications Magazine | Hybrid Open Access |
| M-COMSTD | IEEE Communications Standards Magazine | Hybrid Open Access |
| COMST | IEEE Communications Surveys and Tutorials | Hybrid Open Access |
| CI-L | IEEE Computational Intelligence Letters Coming in 2026! | Hybrid Open Access |
| L-CA | IEEE Computer Architecture Letters | Hybrid Open Access |
| M-CG&A | IEEE Computer Graphics and Applications | Hybrid Open Access |
| L-CSS | IEEE Control Systems Letters | Hybrid Open Access |
| M-EI | IEEE Electrical Insulation Magazine | Hybrid Open Access |
| L-ED | IEEE Electron Device Letters | Hybrid Open Access |
| ED-M | IEEE Electron Devices Magazine | Hybrid Open Access |
| EDR | IEEE Electron Devices Reviews | Hybrid Open Access |
| L-ES | IEEE Embedded Systems Letters | Hybrid Open Access |
| R-EM | IEEE Engineering Management Review | Hybrid Open Access |
| L-GRS | IEEE Geoscience and Remote Sensing Letters | Hybrid Open Access |
| M-GRS | IEEE Geoscience and Remote Sensing Magazine | Hybrid Open Access |
| M-IA | IEEE Industry Applications Magazine | Hybrid Open Access |
| M-IM | IEEE Instrumentation & Measurement Magazine | Hybrid Open Access |
| M-IS | IEEE Intelligent Systems | Hybrid Open Access |
| M-IC | IEEE Internet Computing | Hybrid Open Access |
| J-IOT | IEEE Internet of Things Journal | Hybrid Open Access |
| M-IOT | IEEE Internet of Things Magazine | Hybrid Open Access |
| J-BHI | IEEE Journal of Biomedical and Health Informatics | Hybrid Open Access |
| J-ERM | IEEE Journal of Electromagnetics, RF and Microwaves in Medicine and Biology | Hybrid Open Access |
| J-ESTIE | IEEE Journal of Emerging and Selected Topics in Industrial Electronics | Hybrid Open Access |
| J-ESTPE | IEEE Journal of Emerging and Selected Topics in Power Electronics | Hybrid Open Access |
| J-OE | IEEE Journal of Oceanic Engineering | Hybrid Open Access |
| J-PHOTOV | IEEE Journal of Photovoltaics | Hybrid Open Access |
| J-QE | IEEE Journal of Quantum Electronics | Hybrid Open Access |
| J-RFID | IEEE Journal of Radio Frequency Identification | Hybrid Open Access |
| J-STQE | IEEE Journal of Selected Topics in Quantum Electronics | Hybrid Open Access |
| J-STSP | IEEE Journal of Selected Topics in Signal Processing | Hybrid Open Access |
| J-SSC | IEEE Journal of Solid-State Circuits | Hybrid Open Access |
| JETCAS | IEEE Journal on Emerging and Selected Topics in Circuits and Systems | Hybrid Open Access |
| J-FLEX | IEEE Journal on Flexible Electronics | Hybrid Open Access |
| J-MASS | IEEE Journal on Miniaturization for Air and Space Systems | Hybrid Open Access |
| J-MMCT | IEEE Journal on Multiscale and Multiphysics Computational Techniques | Hybrid Open Access |
| J-SAC | IEEE Journal on Selected Areas in Communications | Hybrid Open Access |
| J-SAIT | IEEE Journal on Selected Areas in Information Theory | Hybrid Open Access |
| J-WPT | IEEE Journal on Wireless Power Technologies Coming in 2026! | Hybrid Open Access |
| L-EMCPA | IEEE Letters on Electromagnetic Compatibility Practice and Applications | Hybrid Open Access |
| L-MAG | IEEE Magnetics Letters | Hybrid Open Access |
| M-MICRO | IEEE Micro | Hybrid Open Access |
| L-MWT | IEEE Microwave and Wireless Technology Letters** | Hybrid Open Access |
| M-MULTI | IEEE MultiMedia | Hybrid Open Access |
| M-NET | IEEE Network | Hybrid Open Access |
| L-NET | IEEE Networking Letters | Hybrid Open Access |
| M-PVC | IEEE Pervasive Computing | Hybrid Open Access |
| L-PT | IEEE Photonics Technology Letters | Hybrid Open Access |
| M-RL | IEEE Reliability Magazine | Hybrid Open Access |

| | | |
|-----------|---|--------------------|
| R-BME | IEEE Reviews in Biomedical Engineering | Hybrid Open Access |
| IEEE-RITA | IEEE Revista Iberoamericana de Tecnologías del Aprendizaje | Hybrid Open Access |
| M-RA | IEEE Robotics & Automation Magazine | Hybrid Open Access |
| L-RA | IEEE Robotics and Automation Letters | Hybrid Open Access |
| RAP | IEEE Robotics and Automation Practice | Hybrid Open Access |
| M-S&P | IEEE Security & Privacy | Hybrid Open Access |
| J-SEN | IEEE Sensors Journal | Hybrid Open Access |
| L-SEN | IEEE Sensors Letters | Hybrid Open Access |
| SEM | IEEE Sensors Magazine Coming in 2026! | Hybrid Open Access |
| L-SP | IEEE Signal Processing Letters | Hybrid Open Access |
| M-SOFT | IEEE Software | Hybrid Open Access |
| L-SSC | IEEE Solid-State Circuits Letters | Hybrid Open Access |
| SPEC | IEEE Spectrum | Hybrid Open Access |
| J-SYS | IEEE Systems Journal | Hybrid Open Access |
| T-AES | IEEE Transactions on Aerospace and Electronic Systems | Hybrid Open Access |
| T-AFFC | IEEE Transactions on Affective Computing | Hybrid Open Access |
| T-AFE | IEEE Transactions on AgriFood Electronics | Hybrid Open Access |
| T-AP | IEEE Transactions on Antennas and Propagation | Hybrid Open Access |
| T-ASC | IEEE Transactions on Applied Superconductivity | Hybrid Open Access |
| T-AI | IEEE Transactions on Artificial Intelligence | Hybrid Open Access |
| T-ASLPRO | IEEE Transactions on Audio, Speech, and Language Processing† | Hybrid Open Access |
| T-AC | IEEE Transactions on Automatic Control | Hybrid Open Access |
| T-ASE | IEEE Transactions on Automation Science and Engineering | Hybrid Open Access |
| T-BD | IEEE Transactions on Big Data | Hybrid Open Access |
| T-BCAS | IEEE Transactions on Biomedical Circuits and Systems | Hybrid Open Access |
| T-BME | IEEE Transactions on Biomedical Engineering | Hybrid Open Access |
| T-BIOM | IEEE Transactions on Biometrics, Behavior, and Identity Science | Hybrid Open Access |
| T-BC | IEEE Transactions on Broadcasting | Hybrid Open Access |
| T-CASAI | IEEE Transactions on Circuits and Systems for Artificial Intelligence | Hybrid Open Access |
| T-CSVT | IEEE Transactions on Circuits and Systems for Video Technology | Hybrid Open Access |
| T-CAS1 | IEEE Transactions on Circuits and Systems--I: Regular Papers | Hybrid Open Access |
| T-CAS2 | IEEE Transactions on Circuits and Systems--II: Express Briefs | Hybrid Open Access |
| T-CC | IEEE Transactions on Cloud Computing | Hybrid Open Access |
| T-CDS | IEEE Transactions on Cognitive and Developmental Systems | Hybrid Open Access |
| T-CCN | IEEE Transactions on Cognitive Communications and Networking | Hybrid Open Access |
| T-COMM | IEEE Transactions on Communications | Hybrid Open Access |
| T-CPMT | IEEE Transactions on Components, Packaging and Manufacturing Technology | Hybrid Open Access |
| T-CBBIO | IEEE Transactions on Computational Biology and Bioinformatics‡ | Hybrid Open Access |
| T-CI | IEEE Transactions on Computational Imaging | Hybrid Open Access |
| T-CSS | IEEE Transactions on Computational Social Systems | Hybrid Open Access |
| T-CAD | IEEE Transactions on Computer-Aided Design of Integrated Circuits and Systems | Hybrid Open Access |
| T-C | IEEE Transactions on Computers | Hybrid Open Access |
| T-CE | IEEE Transactions on Consumer Electronics | Hybrid Open Access |
| T-CNS | IEEE Transactions on Control of Network Systems | Hybrid Open Access |
| T-CST | IEEE Transactions on Control Systems Technology | Hybrid Open Access |
| T-CYB | IEEE Transactions on Cybernetics | Hybrid Open Access |
| T-DSC | IEEE Transactions on Dependable and Secure Computing | Hybrid Open Access |
| T-DMR | IEEE Transactions on Device and Materials Reliability | Hybrid Open Access |
| T-DEI | IEEE Transactions on Dielectrics and Electrical Insulation | Hybrid Open Access |

| | | |
|---------|--|--------------------|
| T-E | IEEE Transactions on Education | Hybrid Open Access |
| T-EMC | IEEE Transactions on Electromagnetic Compatibility | Hybrid Open Access |
| T-ED | IEEE Transactions on Electron Devices | Hybrid Open Access |
| T-ETCI | IEEE Transactions on Emerging Topics in Computational Intelligence | Hybrid Open Access |
| T-ETC | IEEE Transactions on Emerging Topics in Computing | Hybrid Open Access |
| T-EC | IEEE Transactions on Energy Conversion | Hybrid Open Access |
| T-EMPR | IEEE Transactions on Energy Markets, Policy and Regulation | Hybrid Open Access |
| T-EM | IEEE Transactions on Engineering Management | Hybrid Open Access |
| T-EVC | IEEE Transactions on Evolutionary Computation | Hybrid Open Access |
| T-CASAI | IEEE Transactions on Field Robotics | Hybrid Open Access |
| T-FUZZ | IEEE Transactions on Fuzzy Systems | Hybrid Open Access |
| T-G | IEEE Transactions on Games | Hybrid Open Access |
| T-GRS | IEEE Transactions on Geoscience and Remote Sensing | Hybrid Open Access |
| T-GCN | IEEE Transactions on Green Communications and Networking | Hybrid Open Access |
| T-H | IEEE Transactions on Haptics | Hybrid Open Access |
| T-HMS | IEEE Transactions on Human-Machine Systems | Hybrid Open Access |
| T-IP | IEEE Transactions on Image Processing | Hybrid Open Access |
| T-ICPS | IEEE Transactions on Industrial Cyber-Physical Systems | Hybrid Open Access |
| T-IE | IEEE Transactions on Industrial Electronics | Hybrid Open Access |
| T-IINF | IEEE Transactions on Industrial Informatics | Hybrid Open Access |
| T-IA | IEEE Transactions on Industry Applications | Hybrid Open Access |
| T-IFS | IEEE Transactions on Information Forensics and Security | Hybrid Open Access |
| T-IT | IEEE Transactions on Information Theory | Hybrid Open Access |
| T-IM | IEEE Transactions on Instrumentation and Measurement | Hybrid Open Access |
| T-ITS | IEEE Transactions on Intelligent Transportation Systems | Hybrid Open Access |
| T-IV | IEEE Transactions on Intelligent Vehicles | Hybrid Open Access |
| T-KDE | IEEE Transactions on Knowledge and Data Engineering | Hybrid Open Access |
| T-LT | IEEE Transactions on Learning Technologies | Hybrid Open Access |
| T-MAG | IEEE Transactions on Magnetics | Hybrid Open Access |
| T-MAT | IEEE Transactions on Materials for Electron Devices | Hybrid Open Access |
| T-MI | IEEE Transactions on Medical Imaging | Hybrid Open Access |
| T-MRB | IEEE Transactions on Medical Robotics and Bionics | Hybrid Open Access |
| T-MTT | IEEE Transactions on Microwave Theory and Techniques | Hybrid Open Access |
| T-MC | IEEE Transactions on Mobile Computing | Hybrid Open Access |
| T-MBMSC | IEEE Transactions on Molecular, Biological, and Multi-Scale Communications | Hybrid Open Access |
| T-MM | IEEE Transactions on Multimedia | Hybrid Open Access |
| T-NB | IEEE Transactions on NanoBioscience | Hybrid Open Access |
| T-NANO | IEEE Transactions on Nanotechnology | Hybrid Open Access |
| T-NSM | IEEE Transactions on Network and Service Management | Hybrid Open Access |
| T-NSE | IEEE Transactions on Network Science and Engineering | Hybrid Open Access |
| T-ON | IEEE Transactions on Networking | Hybrid Open Access |
| T-NNLS | IEEE Transactions on Neural Networks and Learning Systems | Hybrid Open Access |
| T-NS | IEEE Transactions on Nuclear Science | Hybrid Open Access |
| T-PDS | IEEE Transactions on Parallel and Distributed Systems | Hybrid Open Access |
| T-PAMI | IEEE Transactions on Pattern Analysis and Machine Intelligence | Hybrid Open Access |
| T-PS | IEEE Transactions on Plasma Science | Hybrid Open Access |
| T-PWRD | IEEE Transactions on Power Delivery | Hybrid Open Access |
| T-PEL | IEEE Transactions on Power Electronics | Hybrid Open Access |
| T-PWRS | IEEE Transactions on Power Systems | Hybrid Open Access |

| | | |
|---------|---|--------------------|
| T-PC | IEEE Transactions on Professional Communication | Hybrid Open Access |
| T-RS | IEEE Transactions on Radar Systems | Hybrid Open Access |
| T-RPMS | IEEE Transactions on Radiation and Plasma Medical Sciences | Hybrid Open Access |
| T-R | IEEE Transactions on Reliability | Hybrid Open Access |
| T-RL | IEEE Transactions on Robot Learning Coming in 2026! | Hybrid Open Access |
| T-RO | IEEE Transactions on Robotics | Hybrid Open Access |
| T-SCM | IEEE Transactions on Semiconductor Manufacturing | Hybrid Open Access |
| T-SC | IEEE Transactions on Services Computing | Hybrid Open Access |
| T-SIPN | IEEE Transactions on Signal and Information Processing over Networks | Hybrid Open Access |
| T-SPI | IEEE Transactions on Signal and Power Integrity | Hybrid Open Access |
| T-SP | IEEE Transactions on Signal Processing | Hybrid Open Access |
| T-SG | IEEE Transactions on Smart Grid | Hybrid Open Access |
| T-SE | IEEE Transactions on Software Engineering | Hybrid Open Access |
| T-SUSC | IEEE Transactions on Sustainable Computing | Hybrid Open Access |
| T-STE | IEEE Transactions on Sustainable Energy | Hybrid Open Access |
| T-SMC | IEEE Transactions on Systems, Man, and Cybernetics: Systems | Hybrid Open Access |
| T-TS | IEEE Transactions on Technology and Society | Hybrid Open Access |
| T-THZ | IEEE Transactions on Terahertz Science and Technology | Hybrid Open Access |
| T-TE | IEEE Transactions on Transportation Electrification | Hybrid Open Access |
| T-UFFC | IEEE Transactions on Ultrasonics, Ferroelectrics, and Frequency Control | Hybrid Open Access |
| T-VT | IEEE Transactions on Vehicular Technology | Hybrid Open Access |
| T-VLSI | IEEE Transactions on Very Large Scale Integration (VLSI) Systems | Hybrid Open Access |
| T-VCG | IEEE Transactions on Visualization and Computer Graphics | Hybrid Open Access |
| T-WC | IEEE Transactions on Wireless Communications | Hybrid Open Access |
| M-VT | IEEE Vehicular Technology Magazine | Hybrid Open Access |
| M-WC | IEEE Wireless Communications | Hybrid Open Access |
| L-WC | IEEE Wireless Communications Letters | Hybrid Open Access |
| J-AS | IEEE-CAA Journal of Automatica Sinica | Hybrid Open Access |
| T-MECH | IEEE/ASME Transactions on Mechatronics | Hybrid Open Access |
| M-ITPRO | IT Professional | Hybrid Open Access |
| J-LT | Journal of Lightwave Technology | Hybrid Open Access |
| J-MEMS | Journal of Microelectromechanical Systems | Hybrid Open Access |
| PROC | Proceedings of the IEEE | Hybrid Open Access |

SCHEDULE I

ANNEX

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

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

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

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

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

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

Clause 4

Interpretation

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

Clause 5

Hierarchy

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

Clause 6

Description of the transfer(s)

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

Clause 7 - Optional

Docking clause

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

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

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

MODULE ONE: Transfer controller to controller

8.1 Purpose limitation

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

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

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data

importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation² of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

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

- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

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

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union³ (in the same country as the data importer or in another third country, hereinafter "onward transfer") unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;

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

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

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

8.8 Processing under the authority of the data importer

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

8.9 Documentation and compliance

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

MODULE TWO: Transfer controller to processor [INTENTIONALLY DELETED]

MODULE THREE: Transfer processor to processor [INTENTIONALLY DELETED]

MODULE FOUR: Transfer processor to controller [INTENTIONALLY DELETED]

Clause 9

Use of sub-processors

MODULE TWO: Transfer controller to processor [INTENTIONALLY DELETED]

MODULE THREE: Transfer processor to processor [INTENTIONALLY DELETED]

Clause 10

Data subject rights

MODULE ONE: Transfer controller to controller

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her

personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request.⁴ The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

- (b) In particular, upon request by the data subject the data importer shall, free of charge :
- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject’s request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject’s request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

MODULE TWO: Transfer controller to processor [INTENTIONALLY DELETED]

MODULE THREE: Transfer processor to processor [INTENTIONALLY DELETED]

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

MODULE FOUR: Transfer processor to controller [INTENTIONALLY DELETED]

Clause 11

Redress

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

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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

Clause 12

Liability

MODULE ONE: Transfer controller to controller

MODULE FOUR: Transfer processor to controller

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

MODULE TWO: Transfer controller to processor [INTENTIONALLY DELETED]

MODULE THREE: Transfer processor to processor [INTENTIONALLY DELETED]

Clause 13

Supervision

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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

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

Clause 14

Local laws and practices affecting compliance with the Clauses

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This

is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁵;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

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

*Clause 15****Obligations of the data importer in case of access by public authorities*****MODULE ONE: Transfer controller to controller****MODULE TWO: Transfer controller to processor****MODULE THREE: Transfer processor to processor****MODULE FOUR: Transfer processor to controller****15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural

rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

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

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

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

Clause 17

Governing law

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Finland (*specify Member State*).

[OPTION 2 (for Modules Two and Three): [INTENTIONALLY DELETED]

MODULE FOUR: Transfer processor to controller [INTENTIONALLY DELETED]

Clause 18

Choice of forum and jurisdiction

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Finland (*specify Member State*).
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

MODULE FOUR: Transfer processor to controller [INTENTIONALLY DELETED]

APPENDIX

EXPLANATORY NOTE:

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

ANNEX I

A. LIST OF PARTIES

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller

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

1. Name: Each Licensee listed in Schedule B

Address: listed in Schedule B

Contact person’s name, position and contact details: for each Licensee listed in Schedule B at the National Library:



Activities relevant to the data transferred under these Clauses: enabling the importer to provide services in accordance with the agreement.

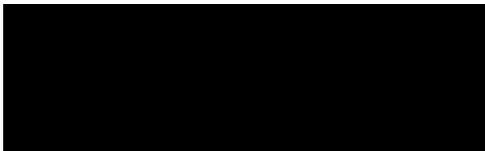
Signature and date: _____

Role (controller/processor): controller **Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”)

Address: 445 Hoes Lane, Piscataway, NJ 08854, USA

Contact person’s name, position and contact details:



Activities relevant to the data transferred under these Clauses: provision of services in accordance with the agreement.

Signature and date: _____

Role (controller/processor): controller

B. DESCRIPTION OF TRANSFER

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller

Categories of data subjects whose personal data is transferred

Authorised users as defined in the agreement.

Categories of personal data transferred

IP-addresses used by authorized users, names and contact information of library personnel at licensee institutions.

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

No sensitive data is transferred.

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

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

Nature of the processing

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

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

Purpose(s) of the data transfer and further processing

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

IP-addresses: to enable access to licensed electronic resources to authorised users and to collect aggregate usage data.

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

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

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

.....

C. COMPETENT SUPERVISORY AUTHORITY

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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

Office of the Data Protection Ombudsman

Lintulahdenkuja 4, 00530 Helsinki

P.O. Box 800, 00531 Helsinki, Finland

tietosuoja@om.fi

+358 (0)29 566 6700

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

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

EXPLANATORY NOTE:

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

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

IEEE has an established security program to maintain the security of its systems, networks, applications and data (including personal data). This program is in line with industry best practices and follows security best practices from ISO 27001 and NIST.

IEEE has implemented physical, technical and administrative controls to protect personal data such but not limited to;

- Physical controls are in place to prevent and detect unauthorized access to our data center and systems. IEEE enforces strict physical datacenter security based on best practices. For example, building entrances, the datacenter floor, and secure areas require card key access.
- Used hardware and software cybersecurity technologies such as, but not limited to, firewalls, antivirus software, intrusion detection systems (IDSs), intrusion protection systems (IPSs), network segmentation, access control restrictions and encryption are used to protect against malicious or suspicious activities and unauthorized access.
- Leverage the use of threat intelligence information across cybersecurity technologies to improve detection of known cybersecurity threats.
- Use of Defense in Depth techniques and layered security to protect IEEE and reduce risk
- Established a vulnerability management process to detect and protect against known vulnerabilities. This includes the review and the tracking of related remediation activities.
- Continuous monitoring for suspicious activity across our systems, services and applications such as IEEE Xplore.
- A patch management process is in place to ensure systems, services are patched and maintained.
- Enforcement of established security policies, standards, guidelines and procedures
- A security awareness program is in place to ensure that established cybersecurity policies, standards, guidelines, and procedures are properly communicated and understood across the organization. This includes improving the security knowledge of IEEE personnel on well known security threats and how to protect themselves against them.
- Established a process that defines cybersecurity requirements and data protection controls to be used (security by design) as part of the Systems Development Lifecycle
- Implementation of DDoS mitigation technology and response.
- Enforce strict access control and enforcement of the “least privilege” principles

IEEE conducts regular risk assessments to check our security controls, standards, practices and procedures to identify potential gaps to maintain security and reduce risk.

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

ANNEX III – LIST OF SUB-PROCESSORS [INTENTIONALLY DELETED]

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor