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(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, 2025 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.

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(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.

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Signature: WILLIAM D. O'CONNOR

Signature: KRISTIINA HORMIA

Name: William O'Connor

Name: Kristiina Hormia-Poutanen

Title: Director of Customer Operations

Title: Director, Library Network Services

Date: 1/23/2024

Date: 23.1.2024

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SCHEDULE C
ACCESS FEE, PAYMENT TERMS & POST CANCELLATION ACCESS

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Term: January 1, 2024, through December 31, 2025.

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Tampere University incl Univ Hospital +Tampere University of Applied Sciences	265655	276379
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JAMK University of Applied Sciences	19732	20528
Metropolia University of Applied Sciences	23152	24086
Turku University of Applied Sciences	19732	20528
Lapland University of Applied Sciences	19732	20528
National Land Survey (MML)	13735	14289
Finnish Defence Research Agency	23152	24086
Technical Research Centre of Finland (VTT)	121312	126206
Total	1410160	1467060

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(b) Opt-Out Option: Licensee may terminate this Agreement by providing written notice to IEEE sixty (60) days prior to December 31, 2024.

(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.

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Licensee Name	Year 1 (Set Up Fee)	Year 2	Year 3 (Subject to Increase for subsequent years)
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University of Oulu including 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
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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
Helsinki 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

Jyväskylä 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
Lapland University of Applied Sciences	\$2,271.00	\$1,363.00	\$1, 523

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FinELib Consortium	Post-Cancellation Service Date
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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 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 Sciences	Jan 2021

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Name: William D. O’Connor

Title: Director, Customer Operations

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Title: Director, Library Network Services

Date: 23.1.2024

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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. The choice to publish open access will be listed first.

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Aalto University	107	245295
Univ of Helsinki incl Helsinki Univ Cent Hospital	16	69109
University of Jyvaskyla	13	64747
Lappeenranta University of Technology	39	80613
National Defence University	0	7079
Univ of Oulu including Oulu Univ Hospital	72	163996
Tampere University incl Univ Hospital and Tampere University of Applied Sciences	64	276379
Univ of Turku incl Turku University Cent Hospital	7	63598
University of Eastern Finland incl Univ Hospital	13	67359
University of Vaasa	22	72608
Abo Akademi	0	59105
Centria University of Applied Sciences	0	20528
Haaga-Helia University of Applied Sciences	0	20528
JAMK University of Applied Sciences	0	20528
Metropolia University of Applied Sciences	0	24086
Turku University of Applied Sciences	0	20528
Lapland University of Applied Sciences	0	20528
National Land Survey (MML)	2	14289
Finnish Defence Research Agency	0	24086
Technical Research Centre of Finland (VTT)	13	126206
	370	

SCHEDULE F
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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.

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SCHEDULE H
FULL OPEN ACCESS AND HYBRID PUBLISHING LIST

Publication Acronym	Publication Title	Open Access Type
ACCESS	IEEE Access	Full Open Access
JEDS	IEEE Journal of the Electron Devices Society	Full Open Access
JMW	IEEE Journal of Microwaves	Full Open Access
JPHOT	IEEE Photonics Journal	Full Open Access
JSTARS	IEEE Journal of Selected Topics in Applied Earth Observations and Remote Sensing	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
OJCOMS	IEEE Open Journal of the Communications Society	Full Open Access
OJCS	IEEE Open Journal of the Computer Society	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
OJIES	IEEE Open Journal of the Industrial Electronics Society	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
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
TQE	IEEE Transactions on Quantum Engineering	Full Open Access
OJ-CSS	IEEE Open Journal of Control Systems	Full Open Access
CJECE	Canadian Journal of Electrical and Computer Engineering	Hybrid Open Access
COMST	IEEE Communications Surveys & Tutorials	Hybrid Open Access
JBHI	IEEE Journal of Biomedical and Health Informatics	Hybrid Open Access
JERM	IEEE Journal of Electromagnetics, RF and Microwaves in Medicine and Biology	Hybrid Open Access
JESTIE	IEEE Journal of Emerging and Selected Topics in Industrial Electronics	Hybrid Open Access
JESTPE	IEEE Journal of Emerging and Selected Topics in Power Electronics	Hybrid Open Access
JETCAS	IEEE Journal on Emerging and Selected Topics in Circuits and Systems	Hybrid Open Access
JIOT	IEEE Internet of Things Journal	Hybrid Open Access
JLT	IEEE/OSA Journal of Lightwave Technology	Hybrid Open Access
JMASS	IEEE Journal on Miniaturization for Air and Space Systems	Hybrid Open Access
JMEMS	IEEE/ASME Journal of Microelectromechanical Systems	Hybrid Open Access
JMMCT	IEEE Journal on Multiscale and Multiphysics Computational Techniques	Hybrid Open Access
JOE	IEEE Journal of Oceanic Engineering	Hybrid Open Access
JPHOTOV	IEEE Journal of Photovoltaics	Hybrid Open Access
JPROC	Proceedings of the IEEE	Hybrid Open Access
JQE	IEEE Journal of Quantum Electronics	Hybrid Open Access
JRFID	IEEE Journal of Radio Frequency Identification	Hybrid Open Access
JSAC	IEEE Journal on Selected Areas in Communications	Hybrid Open Access
JSAIT	IEEE Journal on Selected Areas in Information Theory	Hybrid Open Access
JSEN	IEEE Sensors Journal	Hybrid Open Access
JSSC	IEEE Journal of Solid-State Circuits	Hybrid Open Access

JSTQE	IEEE Journal of Selected Topics in Quantum Electronics	Hybrid Open Access
JSTSP	IEEE Journal of Selected Topics in Signal Processing	Hybrid Open Access
JSYST	IEEE Systems Journal	Hybrid Open Access
LAWP	IEEE Antennas and Wireless Propagation Letters	Hybrid Open Access
LCA	IEEE Computer Architecture Letters	Hybrid Open Access
LCOMM	IEEE Communications Letters	Hybrid Open Access
LCSYS	IEEE Control Systems Letters	Hybrid Open Access
LED	IEEE Electron Device Letters	Hybrid Open Access
LEMCPA	IEEE Letters on Electromagnetic Compatibility Practice and Applications	Hybrid Open Access
LES	IEEE Embedded Systems Letters	Hybrid Open Access
LGRS	IEEE Geoscience and Remote Sensing Letters	Hybrid Open Access
LMAG	IEEE Magnetics Letters	Hybrid Open Access
LMWC	IEEE Microwave and Wireless Components Letters	Hybrid Open Access
LNET	IEEE Networking Letters	Hybrid Open Access
LPT	IEEE Photonics Technology Letters	Hybrid Open Access
LRA	IEEE Robotics and Automation Letters	Hybrid Open Access
LSENS	IEEE Sensors Letters	Hybrid Open Access
LSP	IEEE Signal Processing Letters	Hybrid Open Access
LSSC	IEEE Solid-State Circuits Letters	Hybrid Open Access
LWC	IEEE Wireless Communications Letters	Hybrid Open Access
MAHC	IEEE Annals of the History of Computing	Hybrid Open Access
MAP	IEEE Antennas and Propagation Magazine	Hybrid Open Access
MC	Computer	Hybrid Open Access
MCG	IEEE Computer Graphics and Applications	Hybrid Open Access
MCSE	Computing in Science & Engineering	Hybrid Open Access
MIC	IEEE Internet Computing	Hybrid Open Access
MIS	IEEE Intelligent Systems	Hybrid Open Access
MITP	IT Professional	Hybrid Open Access
MM	IEEE Micro	Hybrid Open Access
MMUL	IEEE MultiMedia	Hybrid Open Access
MPRV	IEEE Pervasive Computing	Hybrid Open Access
MRA	IEEE Robotics & Automation Magazine	Hybrid Open Access
MS	IEEE Software	Hybrid Open Access
MSEC	IEEE Security & Privacy	Hybrid Open Access
MVT	IEEE Vehicular Technology Magazine	Hybrid Open Access
RBME	IEEE Reviews in Biomedical Engineering	Hybrid Open Access
RITA	IEEE Revista Iberoamericana de Tecnologías del Aprendizaje	Hybrid Open Access
TAC	IEEE Transactions on Automatic Control	Hybrid Open Access
TAES	IEEE Transactions on Aerospace and Electronic Systems	Hybrid Open Access
TAFFC	IEEE Transactions on Affective Computing	Hybrid Open Access
TAI	IEEE Transactions on Artificial Intelligence	Hybrid Open Access
TAP	IEEE Transactions on Antennas and Propagation	Hybrid Open Access
TASC	IEEE Transactions on Applied Superconductivity	Hybrid Open Access
TASE	IEEE Transactions on Automation Science and Engineering	Hybrid Open Access
TASLP	IEEE/ACM Transactions on Audio, Speech and Language Processing	Hybrid Open Access
TBC	IEEE Transactions on Broadcasting	Hybrid Open Access
TBCAS	IEEE Transactions on Biomedical Circuits and Systems	Hybrid Open Access
TBDATA	IEEE Transactions on Big Data	Hybrid Open Access
TBIOM	IEEE Transactions on Biometrics, Behavior, and Identity Science	Hybrid Open Access

TBME	IEEE Transactions on Biomedical Engineering	Hybrid Open Access
TC	IEEE Transactions on Computers	Hybrid Open Access
TCAD	IEEE Transactions on Computer-Aided Design of Integrated Circuits and Systems	Hybrid Open Access
TCBB	IEEE/ACM Transactions on Computational Biology and Bioinformatics	Hybrid Open Access
TCC	IEEE Transactions on Cloud Computing	Hybrid Open Access
TCCN	IEEE Transactions on Cognitive Communications and Networking	Hybrid Open Access
TCDS	IEEE Transactions on Cognitive and Developmental Systems	Hybrid Open Access
TCE	IEEE Transactions on Consumer Electronics	Hybrid Open Access
TCI	IEEE Transactions on Computational Imaging	Hybrid Open Access
TCNS	IEEE Transactions on Control of Network Systems	Hybrid Open Access
TCOMM	IEEE Transactions on Communications	Hybrid Open Access
TCPMT	IEEE Transactions on Components, Packaging and Manufacturing Technology	Hybrid Open Access
TCSI	IEEE Transactions on Circuits and Systems--I: Regular Papers	Hybrid Open Access
TCSII	IEEE Transactions on Circuits and Systems--II: Express Briefs	Hybrid Open Access
TCSS	IEEE Transactions on Computational Social Systems	Hybrid Open Access
TCST	IEEE Transactions on Control Systems Technology	Hybrid Open Access
TCSVT	IEEE Transactions on Circuits and Systems for Video Technology	Hybrid Open Access
TCYB	IEEE Transactions on Cybernetics	Hybrid Open Access
TDMR	IEEE Transactions on Device and Materials Reliability	Hybrid Open Access
TDSC	IEEE Transactions on Dependable and Secure Computing	Hybrid Open Access
TE	IEEE Transactions on Education	Hybrid Open Access
TEC	IEEE Transactions on Energy Conversion	Hybrid Open Access
TED	IEEE Transactions on Electron Devices	Hybrid Open Access
TEM	IEEE Transactions on Engineering Management	Hybrid Open Access
TEMC	IEEE Transactions on Electromagnetic Compatibility	Hybrid Open Access
TETC	IEEE Transactions on Emerging Topics in Computing	Hybrid Open Access
TETCI	IEEE Transactions on Emerging Topics in Computational Intelligence	Hybrid Open Access
TEVC	IEEE Transactions on Evolutionary Computation	Hybrid Open Access
TFUZZ	IEEE Transactions on Fuzzy Systems	Hybrid Open Access
TG	IEEE Transactions on Games	Hybrid Open Access
TGCN	IEEE Transactions on Green Communications and Networking	Hybrid Open Access
TGRS	IEEE Transactions on Geoscience and Remote Sensing	Hybrid Open Access
THMS	IEEE Transactions on Human-Machine Systems	Hybrid Open Access
TIA	IEEE Transactions on Industry Applications	Hybrid Open Access
TIE	IEEE Transactions on Industrial Electronics	Hybrid Open Access
TIFS	IEEE Transactions on Information Forensics and Security	Hybrid Open Access
TII	IEEE Transactions on Industrial Informatics	Hybrid Open Access
TIM	IEEE Transactions on Instrumentation and Measurement	Hybrid Open Access
TIP	IEEE Transactions on Image Processing	Hybrid Open Access
TIT	IEEE Transactions on Information Theory	Hybrid Open Access
TITS	IEEE Transactions on Intelligent Transportation Systems	Hybrid Open Access
TIV	IEEE Transactions on Intelligent Vehicles	Hybrid Open Access
TKDE	IEEE Transactions on Knowledge and Data Engineering	Hybrid Open Access
TLT	IEEE Transactions on Learning Technologies	Hybrid Open Access
TMAG	IEEE Transactions on Magnetics	Hybrid Open Access
TMBMC	IEEE Transactions on Molecular, Biological, and Multi-Scale Communications	Hybrid Open Access
TMC	IEEE Transactions on Mobile Computing	Hybrid Open Access
TMECH	IEEE/ASME Transactions on Mechatronics	Hybrid Open Access
TMI	IEEE Transactions on Medical Imaging	Hybrid Open Access

TMM	IEEE Transactions on Multimedia	Hybrid Open Access
TMRB	IEEE Transactions on Medical Robotics and Bionics	Hybrid Open Access
TMTT	IEEE Transactions on Microwave Theory and Techniques	Hybrid Open Access
TNANO	IEEE Transactions on Nanotechnology	Hybrid Open Access
TNB	IEEE Transactions on NanoBioscience	Hybrid Open Access
TNET	IEEE/ACM Transactions on Networking	Hybrid Open Access
TNNLS	IEEE Transactions on Neural Networks and Learning Systems	Hybrid Open Access
TNS	IEEE Transactions on Nuclear Science	Hybrid Open Access
TNSE	IEEE Transactions on Network Science and Engineering	Hybrid Open Access
TNSM	IEEE Transactions on Network and Service Management	Hybrid Open Access
TNSRE	IEEE Transactions on Neural Systems and Rehabilitation Engineering	Hybrid Open Access
TOH	IEEE Transactions on Haptics	Hybrid Open Access
TPAMI	IEEE Transactions on Pattern Analysis and Machine Intelligence	Hybrid Open Access
TPC	IEEE Transactions on Professional Communication	Hybrid Open Access
TPDS	IEEE Transactions on Parallel and Distributed Systems	Hybrid Open Access
TPEL	IEEE Transactions on Power Electronics	Hybrid Open Access
TPS	IEEE Transactions on Plasma Science	Hybrid Open Access
TPWRD	IEEE Transactions on Power Delivery	Hybrid Open Access
TPWRS	IEEE Transactions on Power Systems	Hybrid Open Access
TR	IEEE Transactions on Reliability	Hybrid Open Access
TRO	IEEE Transactions on Robotics	Hybrid Open Access
TRPMS	IEEE Transactions on Radiation and Plasma Medical Sciences	Hybrid Open Access
TSC	IEEE Transactions on Services Computing	Hybrid Open Access
TSE	IEEE Transactions on Software Engineering	Hybrid Open Access
TSG	IEEE Transactions on Smart Grid	Hybrid Open Access
TSIPN	IEEE Transactions on Signal and Information Processing over Networks	Hybrid Open Access
TSM	IEEE Transactions on Semiconductor Manufacturing	Hybrid Open Access
TSMC	IEEE Transactions on Systems, Man, and Cybernetics: Systems	Hybrid Open Access
TSP	IEEE Transactions on Signal Processing	Hybrid Open Access
TSTE	IEEE Transactions on Sustainable Energy	Hybrid Open Access
TSUSC	IEEE Transactions on Sustainable Computing	Hybrid Open Access
TTE	IEEE Transactions on Transportation Electrification	Hybrid Open Access
TTHZ	IEEE Transactions on Terahertz Science and Technology	Hybrid Open Access
TTS	IEEE Transactions on Technology and Society	Hybrid Open Access
TUFFC	IEEE Transactions on Ultrasonics, Ferroelectrics, and Frequency Control	Hybrid Open Access
TVCG	IEEE Transactions on Visualization and Computer Graphics	Hybrid Open Access
TVLSI	IEEE Transactions on Very Large Scale Integration (VLSI) Systems	Hybrid Open Access
TVT	IEEE Transactions on Vehicular Technology	Hybrid Open Access
TWC	IEEE Transactions on Wireless Communications	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.

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:

Arja Tuuliniemi
Head of Licensing
+358 50 5706584
arja.tuuliniemi@helsinki.fi

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:

William D. O'Connor,
Director of Customer Operations
w.oconnor@ieee.org,
onlinesupport@ieee.org

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

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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