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(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) 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.

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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.

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Title: Director of Customer Operations

Date: March 8, 2021

Title: Director, Library Network Services

Date: Helena 10.3.2021

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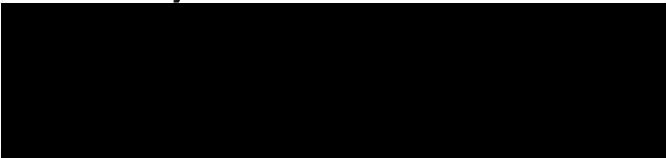
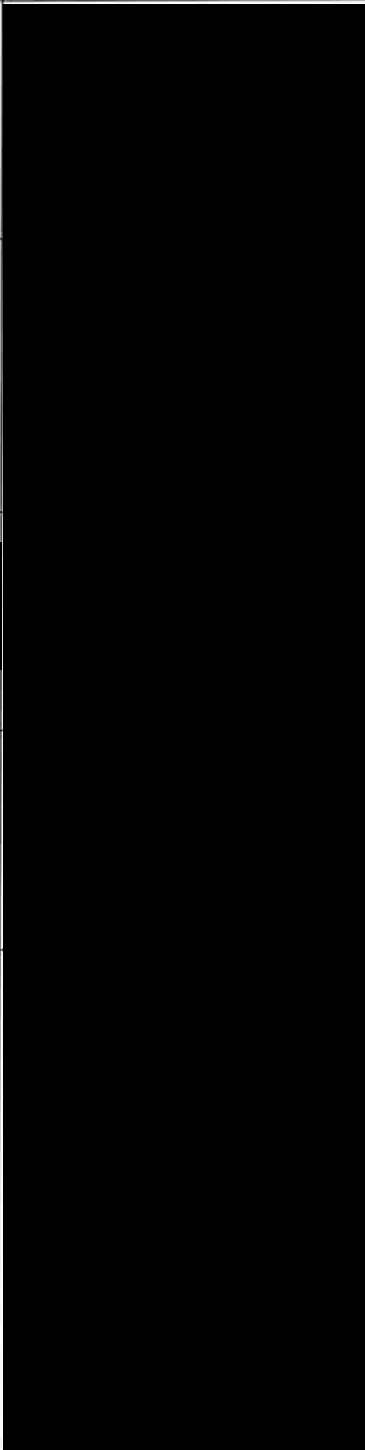




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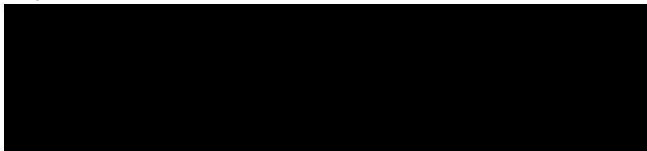
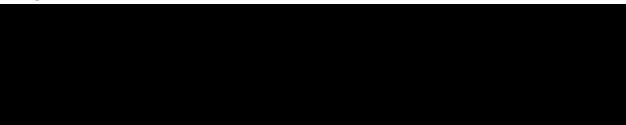
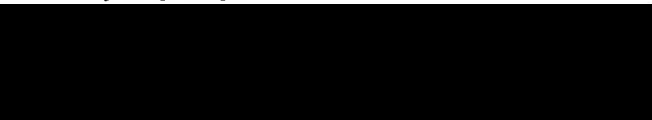
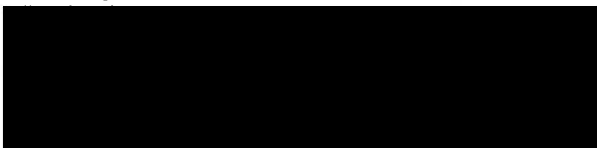
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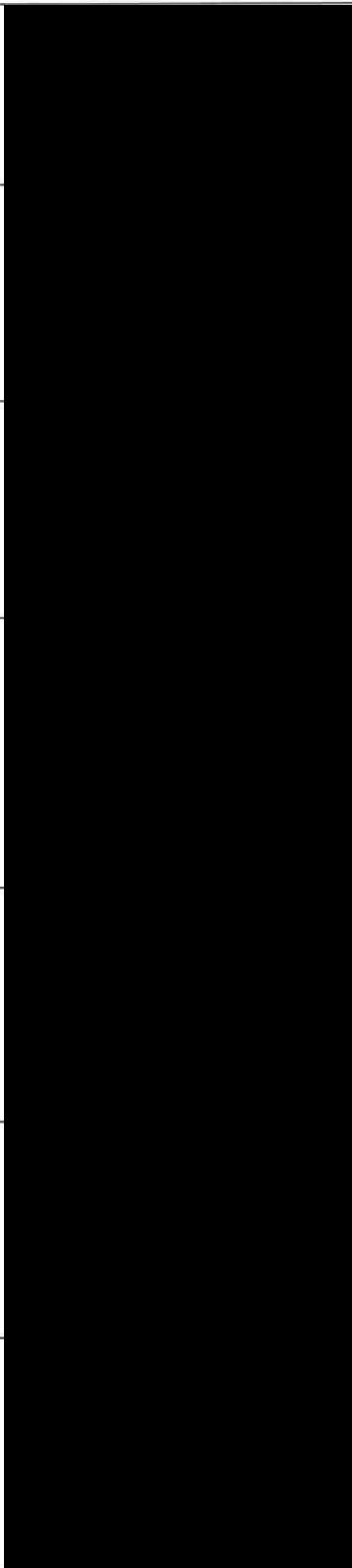






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Term: January 1, 2021 through December 31, 2023 - \$3,826,568 USD

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University of Jyväskylä	53829	55367	56951
Lappeenranta-Lahti University of Technology LUT	62249	63787	65371
National Defence University incl the military schools	6167	6352	6543
University of Oulu including Oulu Univ. Hospital	135484	138560	141728
Tampere University (incl Tampere Univ Hospital) also the following institution Tampere University of Applied Sciences., #18346 Access for all institutions is included in this price.	243688	249845	256187
University of Turku incl Turku Univ Central Hospital	54927	56465	58049
University of Eastern Finland incl Univ Hospital	54561	56099	57683
University of Vaasa	51266	52804	54388
Abo Akademi	51632	53170	54754
Centria University of Applied Sciences	18250	18786	19339
Haaga-Helia University of Applied Sciences	17884	18420	18973
JAMK University of Applied Sciences	17884	18420	18973
Metropolia University of Applied Sciences	20984	21614	22262
Turku University of Applied Sciences	17884	18420	18973
Lapland University of Applied Sciences	17884	18420	18973
National Land Survey (MML)	14286	14626	14977
Finnish Defence Research Agency	20984	21614	22262
Technical Research Centre of Finland (VTT)	110588	113664	116832
TOTAL	1 243 039	1 275 201	1 308 328

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1. Each Licensee is subject to a Set Up Fee as outlined below.
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3. The fees outlined below are valid until January 31, 2025.
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 Jyväskylä (#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
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

(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 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 Evtek 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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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

Title: Director, Customer Operations

Date: March 8, 2021

Title: Director, Library Network Services

Date: Melinda D. 3. 2021

**SCHEDULE D:
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- 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, 2021 within 90 days of publication.

SCHEDULE E
OPT-OUT APC AND PRICE MODEL

Member	Number of articles to be deducted if member drops out (purchased articles 225)	Price deduction if opt out 2022 (USD)	Price deduction if opt out 2023 (USD)
Aalto University	84	222302	227060
Univ of Helsinki incl Helsinki Univ Cent Hospital	5	56465	58049
University of Jyväskylä	3	55367	56951
Lappeenranta University of Technology	14	63787	65371
National Defence University	0	6352	6543
Univ of Oulu including Oulu Univ Hospital	43	138560	141728
Tampere University incl Univ Hospital and Tampere University of Applied Sciences	51	249845	256187
Univ of Turku incl Turku University Cent Hospital	5	56465	58049
University of Eastern Finland incl Univ Hospital	4	56099	57683
University of Vaasa	0	52804	54388
Abo Akademi	0	53170	54754
Centria University of Applied Sciences	0	18786	19339
Haaga-Helia University of Applied Sciences	0	18420	18973
JAMK University of Applied Sciences	0	18420	18973
Metropolia University of Applied Sciences	0	21614	22262
Turku University of Applied Sciences	0	18420	18973
Lapland University of Applied Sciences	0	18420	18973
National Land Survey (MML)	4	14626	14977
Finnish Defence Research Agency	0	21614	22262
Technical Research Centre of Finland (VTT)	11	113664	116832
	225		

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

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SCHEDULE G
STANDARDS CONTENT LIST
(see attached list)

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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
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
JSAT	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
LENS	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 A

SET II

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

Data transfer agreement

between

The National Library of Finland and other Licensees as listed in Schedule B
(name)

Unioninkatu 36, (P.O.Box 15), FIN-00014 UNIVERSITY OF HELSINKI, Helsinki, Finland
(address and country of establishment)

hereinafter "data exporter"

and

The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE")
(name)

445 Hoes Lane, Piscataway, NJ 08854, USA
(address and country of establishment)

hereinafter "data importer"

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

Definitions

For the purposes of the clauses:

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

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

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

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

II. Obligations of the data importer

The data importer warrants and undertakes that:

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

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

- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
 - (i) the data protection laws of the country in which the data exporter is established, or
 - (ii) the relevant provisions ⁽¹⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorization or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data ⁽²⁾, or
 - (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: iii

Initials of data importer:  _____;

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

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

- (1) "Relevant provisions" means those provisions of any authorization or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).
- (2) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

IV. Law applicable to the clauses

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

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:

- (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.
- (c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

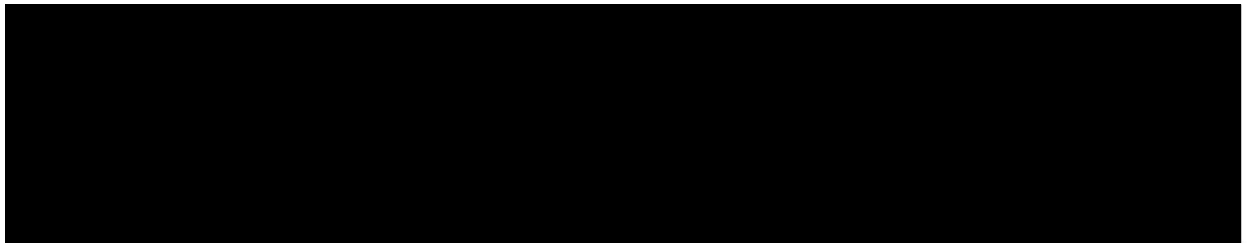
The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

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

Dated: March 8, 2021

personal data re-
moved



Director of Customer Operations

Director, Library Network Services

DATA PROCESSING PRINCIPLES

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

ANNEX B
DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

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

Authorized users as defined in the IEEE online products agreement (Academic) dated March 8, 2021.

Purposes of the transfer(s)

The transfer is necessary for the following purposes:

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

Categories of data

The personal data transferred concern the following categories of data:

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

Recipients

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

To the importer's own systems only, which may be third party applications.

Sensitive data (if appropriate)

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

No sensitive data.

Data protection registration information of data exporter (where applicable)

Additional useful information (storage limits and other relevant information)

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

personal data re-
moved

Contact points for data protection inquiries

Data importer

onlinesupport@ieee.org

Data exporter

ieee@neisint.it