

Publishing Agreement

This agreement (“**Agreement**”) is made effective as of May 1st, 2025 through December 31st, 2026 (“**Term**”) between:

Medical Journals Sweden AB (“Publisher”), Kungsängsvägen 27, SE-753 23 Uppsala, Sweden and
National Library of Finland, Unioninkatu 36,(P.O.Box 15), FIN-00014 UNIVERSITY OF
HELSINKI, Helsinki, Finland (“the National Library”) and other members of the FinELib
Consortium (the National Library and other members each the “Customer”), the other members of the
FinELib Consortium represented by the National Library via a power of attorney. Customers listed in
Schedule 1.

1. Purpose of the Agreement

1.1 Publishing rights. Publisher agrees to publish open access all eligible articles submitted by authors affiliated with Customer in consideration of a fee (“**Fee**”) to be paid by Customer, as further described in this Agreement.

2. Definitions

APC. Article processing charge. A flat charge that covers the cost of the open access publication of an article. The APC rates for the first year of this Agreement are listed in Schedule 2. The APC rate is subject to change on a yearly basis. Customers shall be notified 90 days before the end of the year of any changes.

Eligible Articles. Articles, which have been accepted for publishing in one of the Titles listed in Schedule 4 during the Agreement Term. Eligible article types are peer-reviewed research articles, review articles, research letters and short reports/short communications.

Eligible Journals. Publisher’s fully OA journals with a JUFO level 1-3, currently as set out in Schedule 4. The JUFO classification is publication channel ranking and classification system created and maintained by the Finnish scientific community. See <https://jfp.csc.fi/jufportal>

Eligible Authors. Corresponding authors who are affiliated with Customer at the time of submission, i.e. who are students enrolled at or accredited to Customer or who are teaching and research staff employed by or otherwise accredited to Customer (including, but not limited to, guest researchers and professors emeriti), whereby in case of articles published by multiple authors only the corresponding author may qualify as Eligible Author. In case of several corresponding authors for the same article, only the one submitting the article may qualify as Eligible Author. In cases where the author was an Eligible Author at the time of conducting their research and submitting their article, they will be considered an Eligible Author even if the author has left the Customer’s institution at the point the Eligible Article is accepted for publication.

Open Access Licence. The Creative Commons license Attribution 4.0 (or newer) International (CC-BY) used for publishing Eligible Articles, i.e. none of the other Creative Commons licences. The Creative Commons Public Domain Dedication 1.0 Universal (CC0) will be assigned to the data accompanying the Eligible Articles. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Creative Commons licences.

Server. Either the Publisher's server or a third-party server designated by Publisher, on which the Titles are mounted and may be accessed.

3. Eligible Authors identification

3.1 Identification methods. Publisher shall be responsible for the identification of Eligible Authors as part of the submission and publication process. Eligible Authors shall be identified through their e-mail domain. If an author has not provided an eligible e-mail address but Publisher has reason to believe that the author is an Eligible Author based on a persistent institutional identifier (such as ROR), the institution name or ORCID iD, Publisher will ask the National Library to verify the author's eligibility.

3.2 Funding agreement. Publisher will strive to clearly indicate the availability of an institutional agreement covering the open access publishing fees to Eligible Authors when communicating with them, during the submission and publication process and on its website. It will make clear that Eligible Authors do not need to pay APCs for publishing articles open access.

3.3 Undue payment. If Publisher fails to identify authors as Eligible Authors and then charges them with APCs for publication of their article, Publisher shall refund such paid APCs to the author (or whoever has paid the APC) within 30 days.

4. Article verification

4.1 Notification to Customer. Publisher will notify the National Library by email each time an author is identified as an Eligible Author based on criteria other than email domain before sending an invoice. This notification will contain the metadata set out in Schedule 3. In the case of corresponding author with several affiliations, this information will be clearly indicated to the National Library.

4.2 Approval time. In case Publisher does not receive either an approval or a denial within ten business days after the National Library has been notified, the manuscript accepted by Publisher for publication will be deemed rejected by the National Library and Publisher shall invoice the author. If the National Library requires more than ten business days, it may request an extension of up to five additional business days.

5. Article publication

5.1 First publication. Publisher will make Eligible Articles openly available online, immediately upon publication without any embargo period, and under the Open Access Licence.

5.2 Continuous availability. Publisher will make all published Eligible Articles available to anyone on its website at all times, including beyond the Term, and on a twenty-four hour basis, save for routine maintenance (which shall be notified in advance wherever possible). Publisher will restore access as soon as possible in the event of an interruption or suspension of the service. In case of prolonged and/or repeated interruption or suspension, Customer shall be entitled to claim fair damages and/or compensation from Publisher. This clause shall survive the termination of this Agreement for any reason.

5.3 Server capacity. Publisher ensures that the Server has adequate capacity and bandwidth to support access to the published Eligible Articles and to the Titles at a level commensurate with the

standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time.

5.4 Authors copyright. Eligible Authors retain copyright of all versions of their articles. Eligible Authors only grant Publisher the non-exclusive right to publish and distribute Eligible Articles under the terms and conditions of the Open Access Licence.

5.5 Acknowledgments. Version of record of the published Eligible Articles shall state affiliation of the Eligible Authors, funders of the research and funders of the open access publication.

5.6 Article sent to author. Upon publication, Publisher will provide the Eligible Author with the version of record of the Eligible Article, the article's DOI, the name of the funders of the open access publication and a summary of the Open Access Licence terms with encouragements to share the article in compliance to it, for example via social medias, blogs and repositories.

5.7 Repositories. Publisher will submit the version of record of the Eligible Article and its metadata to all relevant third-party repositories (including but not limited to PubMed, CrossRef, Clocks, Ebsco PMC) and, upon request, to a repository of Customer.

5.8 Service fees. No additional service fees (e.g. colour-in-print, reprints, posters) will be charged under this Agreement.

5.9 Editorial independence. Despite its financial obligations towards Publisher, Customer is in no way involved with the editorial process. Nothing herein contained shall oblige Publisher to publish any article submitted by an Eligible Author. The selection of material to be published by Publisher is entirely at the discretion of Publisher's editorial policy.

5.10 Author agreement. All provisions in this section 5 supersede any contradictory terms or conditions in any author agreement (also known as "journal publishing agreement" or "copyright agreement") between Publisher and Eligible Authors. It is the intent of the parties to this Agreement that Eligible Authors are third party beneficiaries of this provision.

7. Metadata and Industry Standards

7.1 ORCID & ROR. When provided by the Eligible Author, Publisher undertakes to use ORCID and ROR identifiers throughout the workflow from submission to publication and to expose Eligible Authors' ORCID iD in Eligible Articles and via abstracting and indexing (A&I) services, CrossRef and other relevant services.

7.2 CrossRef. Upon publication of an Eligible Article, Publisher will register as much metadata as possible (at minimum article title, authors, affiliations, abstract, and date) on CrossRef.

7.3 OA policies. Publisher is responsible for updated and clear information at the Directory of Open Access Journals (DOAJ) and Sherpa Romeo websites.

7.4 Title list. Publisher will provide Customer with detailed lists of all journals included in the Titles of the following year each November 30 of the Term. Such lists shall be available via API or as a download in a machine-readable format and shall include the metadata set out in Schedule 3.

7.5 ALI. Publisher will comply with the most current version of NISO's Recommended Practice on Access and Licensing Indicators (NISO RP-22-2015), including, but not limited to, guidance regarding `free_to_read` and `license_reference` metadata fields and regarding mechanisms for distributing metadata.

7.6 **W3C & OpenURL.** Publisher will comply with the most current versions of the **Web Content Accessibility Guidelines (WCAG) 2.1** and OpenURL standards.

7.7 **Transfer.** Publisher will keep to the most current version of the Code of Practice of Project Transfer, ensuring that the terms and conditions of this Agreement are maintained with the new publisher, including, but not limited to, the Creative Commons licence used for publishing Eligible Articles.

8. Reporting

8.1 **Articles published in the Titles.** Publisher will quarterly report, in a machine-readable format, for the National Library of Finland all articles from Eligible Authors published in the Titles. The reports shall include the metadata set out in Schedule 3.

9. Payment of the Fee and invoices

9.1 **Payment.** On behalf of Customer, the National Library of Finland shall pay the Fee within thirty days of reception of the invoice. The invoices must contain the following information:

- reference: [REDACTED]
- Name of the resource: Medical Journals Sweden
- Invoicing period
- Breakdown by Customer containing the metadata as listed in Schedule 3 (Invoices)

Invoicing information:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

E-invoicing address:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9.2 **Invoicing date.** Publisher will invoice the National Library of Finland three times a year. The first invoice of each year should be sent no later than 15th of May of each year of the Term to allow for payment before the summer break.

9.3 **Taxes.** All sums specified under this Agreement are exclusive of any sales, use, value-added or similar taxes and Customer shall be liable for any such taxes in addition to the Fee.

9.4 **Electronic invoices.** Publisher will first provide pro forma invoices for verification by email and, once approved, will provide final electronic invoices in the PEPPOL BIS Billing 3.0 format.

9.5 **Additional invoices.** In case of additional invoicing for publication of single articles, such invoices will be directly sent to the Customer concerned. Publisher will mention "Invoice for an

article publication in a scientific journal (Article Processing Charge)” and, besides general invoice information (amount due, VAT, due date, etc.), the details set out in Schedule 3.

10. Warranties, indemnities and liabilities

10.1 Warranties. Publisher warrants that the use of the Titles do not infringe the copyright or any other proprietary or intellectual property rights of any third party.

10.2 Indemnities. Publisher shall indemnify, defend and hold harmless Customer and Authorised Users, from and against any loss, damage, costs, liability and expenses (including legal and professional fees) arising out of any legal action taken against them claiming actual or alleged infringement of the rights set out in clause 10.1. This clause shall survive the termination of this Agreement for any reason.

11. Termination

11.1 Standard termination. At the end of the Term, all rights and obligations of the parties automatically terminate except as provided in clauses 5.2 and 10.2. Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed before the date of termination.

11.2 Termination for breach. Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of a term of this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless the defaulting party remedies the breach forthwith by written notice during this period of thirty days.

Upon termination due to a material breach or repeated other breaches by Publisher, all rights and obligations of the parties automatically terminate (except as provided in clause 11.1).

For sake of clarity, termination due to breach by a Customer termination and all its consequences will only affect the breaching Customer and not all institutions participating in this Agreement.

11.3 Termination for bankruptcy. Any party may terminate this Agreement if the other party is unable to pay its debts as they become due, or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

11.4 Force majeure. Notwithstanding the provisions of this section 11, either party’s delay or failure to perform any provision of this Agreement as result of circumstances beyond its control (including, but not limited to, war, strikes, floods, governmental restrictions, power or telecommunications failures) shall not be deemed to be, or to give rise to, a breach of this Agreement.

11.5 Opt-in & opt-out. New institutions have the possibility to opt in during the Term and to benefit of the terms and conditions of this Agreement. Any Customer has the possibility to opt out during the Term. A notice of the changes shall reach Publisher by October 31 at the latest for implementation at the commencement of the following year.

12. Personal data and privacy

12.1 **No tracking.** Unless strictly necessary for the performance of this Agreement, Publisher will not track, record, store, share, and/or transfer any usage or personal data generated by Eligible Authors and Customer. Tracking site visits or harvesting detailed real-time data on the information behaviour of Eligible Authors and Customer, including, but not limited to, assembling granular profiles of academic behaviour from different sources, are prohibited.

13. General

13.1 **Workflow enhancement.** The parties agree to collaborate to enhance the workflow from submission to publication described herein, as well as invoicing and reporting processes. Any workflow revisions shall tend to meet current industry standards.

13.2 **Entire Agreement.** This Agreement, including the Schedules, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

13.3 **Headings.** The various headings in this Agreement, including in the clauses, are informational only and do not limit the scope or content of the subject matter contained therein.

13.4 **Severability.** Either party's waiver or failure to require performance by the other of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself or of any other provision.

13.5 **Amendments.** Amendments to this Agreement, including the Schedules, are only valid if they are recorded in writing and signed by both parties.

13.6 **Assignment.** This Agreement may not be assigned by a party to any other person or organisation, nor may a party sub-contract any of its obligations without the prior written consent of the other party, except as provided in this Agreement in respect of the management and operation of the Server.

13.7 **Notices.** Any notices to be served on either party by the other shall be sent by electronic or certified mail to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen days of posting.

Notices to the Licensee shall be sent to the following address:

National Library of Finland

FinELib

PL 15 (Unioninkatu 36)00014 University of Helsinki, Finland

finelib@helsinki.fi

Notices to the Licensor shall be sent to the following address:

Medical Journals Sweden AB

Kungsängsvägen 27

SE-753 23 Uppsala, Sweden

13.8 **Confidentiality.** This Agreement, including the Schedules but excluding personal data, is not considered as confidential information and may be freely made public by Publisher and Customer, as well as by the National Library of Finland.

13.9 **Governing law.** This Agreement shall be governed by and construed in accordance with Finnish law. The parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of Finland.

13.10 **Execution.** This Agreement and any amendment thereto shall be executed in counterparts. Electronic signatures are effective to the same extent as handwritten signatures.

As witness the hands of the duly authorised representatives of the parties.

For Publisher:

For Customer:

Name: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Position: [REDACTED]

Date: _____

Date: _____

Schedule 1 – Customers

Contact details	Email domains
University of Helsinki including Helsinki University Central Hospital	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Tampere University including Tampere University Hospital	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
University of Turku including Turku university central hospital	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Tampere University of Applied Sciences	incl. in Tampere University
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Savonia University of Applied Sciences	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Schedule 2 – Pricing model

Consortial discount: Discount on the list price APC applicable to Eligible journals during the term is 8 %. The APC information set out in Schedule 4 is correct as of 1/01/2025 and are subject to change on a yearly basis.

Additional journals: any journal added to the Publisher's portfolio during the Term will automatically be included in this Agreement for open access publishing provided that it is on JUFO level 1-3.

Additional discounts: some Titles provide special discounts or waivers to authors as part of their membership to a learned or professional society, if they serve on editorial boards, conduct peer review for the journals, and so on. These discounts and waivers will still be applicable for articles published under the Agreement, in addition to the discount set out herein. In the case of multiple discounts being available, the Publisher will honor the single greatest discount available.

Schedule 3 – Metadata

	For article verification (clause 4.1.)	For Title list (clause 7.4.)	For reporting (clause 8.1.)	For invoices (clause 9.1.)
PUBLISHED ELIGIBLE ARTICLES				
Publisher name			✓✓	
Publication date (first or online)			✓✓	
Article acceptance date (editorial acceptance)			✓✓	
Agreement approval/allocation date *			✓	
Manuscript submission date	✓✓		✓✓	
Article type (e.g. original paper, review article, etc.)	✓✓		✓✓	
DOI			✓✓	✓✓
Article title	✓✓		✓	✓✓
Journal title	✓✓		✓✓	✓✓
Publisher's Journal ID (persistent and non-missing)			✓	
Print ISSN			✓✓	
Online ISSN			✓✓	
Currency			✓✓	✓✓
APC list price			✓	✓✓
Invoice amount	✓✓		✓	✓✓
Article license	✓✓		✓✓	
Corresponding author name	✓✓		✓✓	✓✓
Corresponding author email	✓✓		✓✓	
Corresponding author ORCID (where available)			✓	
Paying/Corresponding institution name	✓✓		✓✓	✓✓
Paying/Corresponding institution ID (ROR, etc.)			✓✓	
Paying/Corresponding institution payment reference (when provided by the author at acceptance)			✓✓	✓✓
Funder ID *			✓	
Funder name *			✓	
Grant ID *			✓	
Agreement workflow status (e.g. pending, approved, cancelled, etc.)			✓	
Journal/Editorial workflow status (e.g pending, accepted, rejected, etc.)			✓✓	

* where relevant ✓ = nice to have ✓✓ = must have

	For article verification (clause 4.1)	For Title list (clause 7.4)	For reporting (clause 8.1)	For invoices (clause 9.1)
TITLES				
Publisher name				
Imprint				
Journal owner (a society, the publisher, etc.)				
Journal title		✓✓		
Publisher's Journal ID (persistent and non-missing)				
Print ISSN		✓✓		
Online ISSN		✓✓		
Journal business model (fully OA)		✓✓		
Agreement reading rights (yes/no)				
Agreement publishing rights (yes/no)				
Year historic journal content available from		✓✓		
APC list price				
Subscription list price *				
Currency				

* where relevant ✓ = nice to have ✓✓ = must have

Schedule 4 – Titles

Title	e ISSN	Fully OA	List price APC (EUR)		Agreed APC (EUR)	
			Full paper	Short	Full paper	Short
Acta Dermato-Venereologica	1651-2057	x	1600	400	1472	368
Acta Odontologica Scandinavica	1502-3850	x	2150	0	1978	0
Acta Oncologica	1651-226X	x	2300	1150	2116	1058
Acta Orthopaedica	1745-3682	x	2400	1200	2208	1104
Biomaterial Investigations in Dentistry	2641-5275	x	1100	550	1012	506
Journal of Plastic Surgery and Hand Surgery	2000-6764	x	1990	1200	1831	1104
Journal of Rehabilitation Medicine	1651-2081	x	1750	1040	1610	957
Scandinavian Journal of Urology	2168-1813	x	1990	600	1831	552
Licence: CC-BY for all journals						