

# OXFORD

## UNIVERSITY PRESS

### READ AND PUBLISH AGREEMENT

**EFFECTIVE DATE:** 1 January 2021

**Between**

1. **PUBLISHER: THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD** trading as **OXFORD UNIVERSITY PRESS** of Great Clarendon Street, Oxford OX2 6DP, United Kingdom; and
2. **CONSORTIUM: THE NATIONAL LIBRARY OF FINLAND**, of P.O. Box 15 (Unioninkatu 364), Helsinki University, FIN-00014, Finland

**WHEREAS**

- A. The Publisher makes the Publications available by means of the World Wide Web.
- B. The Consortium is a part of the Finnish National Library with central tasks for the university, polytechnic, research institutions and public libraries of Finland.
- C. The Consortium wishes to establish arrangements with the Publisher under which the Customers may enter into agreements with the Publisher in respect of the Publications.
- D. The Consortium represents the Customers through a power of attorney.

Signed by [REDACTED]  
For and on behalf of the Publisher

Name: [REDACTED]

Position: Director, Library Sales

Date: 15 January 2021

Signed by [REDACTED]  
For and on behalf of the Consortium

Name: [REDACTED]

Position: *Service direction*

Date: *18.1.2021*

## CONSORTIUM CURRENT CONTENT AGREEMENT TERMS

### 1 DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

"Charges"	the charges set out in Schedule C.
"Customer"	each institution named in Schedule A, as amended from time to time in accordance with the terms of this Agreement. References to "Customer" shall be construed as a reference to each and every institution individually. The liability of each institution shall be several and not joint.
"Customer Agreement"	the standard form institutional agreement (as varied from time to time with mutual consent) in the form set out in Schedule D, by and subject to which the Customers may access and use the Publications.
"Eligible Journals"	are as defined in Schedule E
"OA Articles"	are as defined in Schedule E
"Publications"	the online version of Publisher's journals listed in Schedule B, as the same may be amended from time to time in accordance with this Agreement.
"Subscription Period"	a period commencing on 1 January 2021 and expiring on 31 December 2023

### 2 RESPONSIBILITIES OF THE PUBLISHER

- 2.1 In consideration of the payment of the Charges by the Consortium on behalf of the Customers, the Publisher agrees to enter into a Customer Agreement with each Customer through the Consortium representing each Customer via a power of attorney, to (i) publish OA Articles in accordance with the terms of Schedule E, and (ii) provide access to and use of the Publications, in accordance with the terms and conditions of the Customer Agreement.
- 2.2 Publisher agrees to make available to the Consortium the monthly usage statistics that are made available to all Customers pursuant to clause 4.3 of the Customer Agreement.
- 2.3 If by the end of any agreed extension of the transition period there is no adequacy decision under art. 45 of the GDPR, or other legal framework in place to allow transfers of personal data from Finland to the UK in accordance with the GDPR, OUP shall sign the EU Commission's standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers), as set out in Schedule F attached hereto.

### 3 RESPONSIBILITIES OF THE CONSORTIUM

- 3.1 In consideration of the Publisher entering into the Customer Agreements with the Customers, the Consortium agrees to pay the Publisher on behalf of the Customers the Charges, in each year of the Subscription Period, within 60 days of receipt of a valid invoice. If the Consortium fails without just cause to pay the Publisher the amount shown due on any valid invoice within 60 days of receipt of the invoice, interest on the amount shown due will be payable by the Consortium at the rate of two percent (2%) above Barclays' Bank's base rate from time to time in force from the date of the invoice until the date of actual payment.

The invoice shall contain the following information:

- reference: 98121 FinELib

- name of the Publications
- subscription year

The invoice must be addressed to:  
 University of Helsinki/FinELib  
 P.O.Box 15(Unioninkatu 36)  
 FIN-00014 Helsinki University  
 Email: finelib@helsinki.fi

- 3.2 For the avoidance of doubt, the Consortium agrees to pay the Publisher the Charges irrespective of whether the Consortium collects any payment from the Customers. If the Customer Agreement is terminated for any Customer(s), the Customer(s) share of the charges will be deducted from the Charges.
- 3.3 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax. The Consortium is responsible for payment of any value added tax payable to the Finnish tax authority. The Consortium shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event the Consortium is required to make such deduction and/or withholding, the Consortium shall notify the Publisher promptly on becoming aware of such requirement.
- 3.4 The Consortium agrees to inform the member institutions once a year throughout the Subscription Period about the availability of the Publications.

3.5 **CONSORTIUM CONTACT DETAILS:**

**Name:**

**E-mail:**

**Telephone:**

**4 ETHICAL CONDUCT**

- 4.1 The Consortium agrees that it is subject to and will comply with all applicable laws in Finland, including the Criminal Code of Finland which prohibits bribery and corruption, in the performance of this Agreement. The Publisher agrees that it is subject to and will comply with all applicable laws in the United Kingdom related to the prevention of bribery and corruption in the performance of this Agreement. Each party further agrees that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to bribery, corruption or any related matters.
- 4.2 The Consortium shall co-operate with Publisher and/or any regulatory or public authorities in relation to any investigation in respect of matter relating to bribery and corruption arising out of this Agreement.
- 4.3 Either party shall have the right to terminate this Agreement on no notice, without liability, for breach of this Clause 4, with the exception of Clause 4.4.iii.
- 4.4 The Consortium shall:
- i use reasonable efforts to maintain accurate and complete records of all expenditures related to Charges under this Agreement and make such records available to Publisher, its advisors, auditors and any regulatory or public authorities on reasonable notice;
  - ii answer, in reasonable detail, any written or oral inquiry from Publisher related to the Consortium's compliance with this clause 4; and
  - iii apply the principles outlined in the OUP Partner Code of Conduct, as provided to the Consortium, in the execution of the Consortium's obligations under this Agreement and to the extent such principles do not contradict applicable laws in Finland. A breach of such principles by one party shall not give

the other party right to any form of remedy, including but not limited to termination of this Agreement or damages.

## **5 TERM AND TERMINATION**

- 5.1 This Agreement shall commence on the Effective Date and shall expire on the final day of the Subscription Period, unless terminated pursuant to Clauses 4.3 or 5.3.
- 5.2. For the avoidance of doubt termination pursuant to clauses 4.3 and/or 5.3 does not entitle the terminating party to claim damages.
- 5.3 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request so to do. Termination of this Agreement by the Publisher due to a breach by the Consortium of Clause 3.1 above will also entitle the Publisher to terminate the access to the Publications and the publication of OA Articles as provided under Schedule E, irrespective of whether the Customer has made any payment to the Consortium in respect thereof.
- 5.4 Termination of the Customer Agreement by any Customer shall not entitle the Consortium to any refund of any payments made to the Publisher, provided that the Publisher has not committed a material breach of this Agreement, in which case the Publisher will repay the Consortium the pro rata portion of any Charges for the balance of the Customer's Subscription Period within 30 days.

## **6 REPRESENTATIONS AND WARRANTIES**

- 6.1 THE PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO ENTER INTO THE CUSTOMER AGREEMENTS INCLUDING ALL SCHEDULES AND THAT THE PUBLICATIONS USED AS CONTEMPLATED IN THIS AGREEMENT DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY AND THAT PUBLISHER WILL CARRY OUT ITS OBLIGATIONS HEREUNDER WITH REASONABLE SKILL AND CARE.
- 6.2 THE PUBLISHER GIVES NO WARRANTY TO THE CONSORTIUM, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO THE PUBLISHER; NOR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE.
- 6.5 IN NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH THE PARTY DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 6.6 IN NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE PUBLICATIONS.
- 6.7 THE PARTIES AGREE THAT THE ENTIRE LIABILITY ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE LICENSED WORKS SHALL BE THE REFUND OF ANY CHARGES PAID TO THE PUBLISHER UNDER THIS AGREEMENT.

- 6.8 THE CONSORTIUM WARRANTS AND REPRESENTS TO THE PUBLISHER EACH OF THE CUSTOMERS IS PROVIDED WITH A COPY OF THIS AGREEMENT WITHIN A REASONABLE TIME AFTER THE AGREEMENT HAS BEEN MUTULLY SIGNED.

## **7 GENERAL**

- 7.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights or obligations under it may be assigned or sublicensed.
- 7.2 Neither party shall be liable to the for any failure to perform any obligation under this Agreement due to war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 7.3 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to the Publisher shall be marked for the attention of the Sales Director, Oxford Journals, with a copy to the Group Legal Director. All notices to the Consortium shall be marked for the attention of [REDACTED] The National Library of Finland, FinELib, P.O. Box 15 (Unioninkatu 36) 00014 University of Helsinki, Helsinki, Finland.
- 7.4 This Agreement constitutes the entire agreement of the parties about its subject matter supersedes any previous agreement or arrangement between the parties and may not be amended or modified except by agreement in writing signed by both parties.
- 7.5 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 7.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 7.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of Finland. The parties agree to submit to the jurisdiction of the Finnish courts in connection with any disputes arising under this Agreement.
- 7.9 This Agreement including all Schedules is not confidential and the Publisher acknowledges that the Consortium and/or Customer is intending to publish the Agreement including all Schedules, provided that all personal data will be blacked out (otherwise known as redacted).
- 7.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.

**SCHEDULE A****CUSTOMERS**

Abo Akademi University	
[REDACTED]	
Domkyrkogatan 2-4, FI-20500 Åbo, Finland	
[REDACTED]	
[REDACTED]	
Value added tax identification number: FI-02463121	
Tampere University including Tampere University Hospital	
[REDACTED]	
Tampere University Foundation sr, Tampere University, 33014 TAMPERE UNIVERSITY	
[REDACTED]	
Value added tax identification number: FI-28445618	
University of Eastern Finland including Kuopio University Hospital	
[REDACTED]	
Yliopistoranta 1, P.O.Box 1627, FI-70211 Kuopio	
[REDACTED]	
[REDACTED]	
Value added tax identification number: FI-22857339	
University of Helsinki including Helsinki University Central Hospital	
[REDACTED]	
P.O. Box 33, FIN-00014 Helsinki University, Finland	
[REDACTED]	
[REDACTED]	
Value added tax identification number: FI-03134717	

[illegible]

[illegible]



Tampere University of Applied Sciences	
Kuntokatu 3, 33520 Tampere	
Value added tax identification number: FI-10154281	
Natural Resources Institute Finland	
Latokartanonkaari 9, 00790 Helsinki, Finland	
Value added tax identification number: FI02446292	

# SCHEDULE B

## PUBLICATIONS: 2021 Journals Collection

Journal	Online ISSN	Ownership	Journal type	Included in OA account for OA publishing (Yes / No)	Offers CC BY	Offers CC BY-NC	Offers CC BY-NC-ND	Author retains copyright? (Yes / No)	Year from which journal content is accessible during Subscription Period
Acta Biochimica et Biophysica Sinica	1745-7270	Institute of Biochemistry and Cell Biology, Shanghai Institutes for Biological Sciences, Chinese Academy of Sciences	Hybrid	Yes	x			Yes	2004
Adaptation	1755-0645	OUP	Hybrid	Yes	x			Yes	2008
Advances in Nutrition	2156-5376	American Society for Nutrition	Hybrid	Yes	x	x		Yes	2010
Aesthetic Surgery Journal	1527-330X	The American Society for Aesthetic Plastic Surgery, Inc	Hybrid	Yes	x			Yes	1996
African Affairs	1468-2621	The Royal African Society	Hybrid	Yes	x			Yes	1996
Age and Ageing	1468-2834	British Geriatrics Society	Hybrid	Yes	x	x	x	Yes	1996
Alcohol and Alcoholism	1464-3502	Medical Council on Alcohol	Hybrid	Yes	x			Yes	1996
American Entomologist	2155-9902	Entomological Society of America	Hybrid	Yes	x			Yes	1996
American Journal of Clinical Pathology	1943-7722	American Society for Clinical Pathology	Hybrid	Yes	x			Yes	1996
American Journal of Epidemiology	1476-6256	The John Hopkins Bloomberg School of Public Health	Hybrid	Yes	x	x		Yes	1996
American Journal of Health-System Pharmacy	1535-2900	American Society of Health-System Pharmacists	Hybrid	Yes	x			No	1996
American Journal of Hypertension	1941-7225	AJH Ltd	Hybrid	Yes	x			Yes	1996
American Journal of Legal History	2161-797X	OUP	Hybrid	Yes	x			Yes	1996
American Law and Economics Review	1465-7260	American Law and Economics Association	Hybrid	Yes	x			Yes	1999

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American Literary History	1468-4365	OUP	Hybrid	Yes	x		x	Yes	1996
Analysis	1467-8284	The Analysis Trust	Hybrid	Yes	x			Yes	1996
Annals of Behavioral Medicine	1532-4796	Society of Behavioral Medicine	Hybrid	Yes	x	x		No	1996
Annals of Botany	1095-8290	Annals of Botany Company	Hybrid	Yes	x			Yes	1996
Annals of the Entomological Society of America	1938-2901	Entomological Society of America	Hybrid	Yes	x	x	x	Yes	1996
Annals of Work Exposures and Health	2398-7316	British Occupational Hygiene Society	Hybrid	Yes	x	x	x	Yes	1996
Applied Linguistics	1477-450X	OUP	Hybrid	Yes	x	x	x	Yes	1996
Arbitration International	1875-8398	The London Court of International Arbitration	Hybrid	Yes	x	x	x	Yes	1996
Archives of Clinical Neuropsychology	1873-5843	National Academy of Neuropsychology	Hybrid	Yes	x	x		Yes	1996
Aristotelian Society Supplementary Volume.	1467-8349	The Aristotelian Society	Hybrid	Yes	x	x	x	No	1996
Astronomy & Geophysics	1468-4004	Royal Astronomical Society	No Open Access	No				Yes	1997
Behavioral Ecology	1465-7279	International Society for Behavioral Ecology and OUP Joint	Hybrid	Yes	x			Yes	1996
Bioinformatics	1460-2059	ISCB	Hybrid	Yes	x	x		Yes	1996
Biological Journal of the Linnean Society	1095-8312	The Linnean Society	Hybrid	Yes	x	x	x	Yes	1996
Biology of Reproduction	1529-7268	Society for the Study of Reproduction	Hybrid	Yes	x	x		Yes	1996
Biometrika	1464-3510	Biometrika Trust	Hybrid	Yes	x	x	x	Yes	1996
BioScience	1525-3244	American Institute of Biological Sciences	Hybrid	Yes	x	x		Yes	1996

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Bioscience Biotechnology and Biochemistry	1347-6947	The Japan Society for Bioscience, Biotechnology, and Biochemistry	Hybrid	Yes	x	x		Yes	1996
Biostatistics	1468-4357	OUP	Hybrid	Yes	x	x	x	Yes	2000
BJS	1365-2168	BJS Society	Hybrid	Yes	x	x		Yes	1996
Botanical Journal of the Linnean Society	1095-8339	The Linnean Society	Hybrid	Yes	x	x	x	Yes	1996
Brain	1460-2156	The Guarantors of Brain	Hybrid	Yes	x	x		Yes	1996
Briefings in Bioinformatics	1477-4054	OUP	Hybrid	Yes	x	x		Yes	2000
Briefings in Functional Genomics	2041-2657	OUP	Hybrid	Yes	x	x		Yes	2002
British Medical Bulletin	1471-8391	OUP	Hybrid	Yes	x	x	x	Yes	1996
British Yearbook of International Law	2044-9437	OUP	Hybrid	Yes	x	x	x	Yes	1996
Bulletin of the Institute of Classical Studies (BICS)	2041-5370	Institute of Classical Studies	Hybrid	Yes	x	x	x	Yes	1996
Cambridge Journal of Economics	1464-3545	Cambridge Political Economy Society	Hybrid	Yes	x	x	x	Yes	1996
Cambridge Journal of Regions, Economy and Society	1752-1386	Cambridge Political Economy Society	Hybrid	Yes	x	x	x	Yes	2008
Capital Markets Law Journal	1750-7227	OUP	Hybrid	Yes	x	x	x	Yes	2006
Carcinogenesis	1460-2180	OUP	Hybrid	Yes	x	x		Yes	1996
Cardiovascular Research	1755-3245	European Society of Cardiology	Hybrid	Yes	x	x		Yes	1996
Cerebral Cortex	1460-2199	OUP	Hybrid	Yes	x	x		Yes	1996

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CESifo Economic Studies	1612-7501	Ifo Institute for Economic Research	Hybrid	Yes	x	x	x	Yes	2003
Chemical Senses	1464-3553	ACoS, ECRO, ISOT/JASTS, AACSS, KoSCI	Hybrid	Yes	x	x		Yes	1996
Children & Schools	1545-682X	National Association of Social Workers	No Open Access	No				No	1996
Chinese Journal of International Law	1746-9937	Chinese Society of International Law	Hybrid	Yes	x	x	x	Yes	2002
Christian bioethics: Non-Ecumenical Studies in Medical Morality	1744-4195	The Journal of Christian Bioethics, Inc.	Hybrid	Yes	x	x	x	Yes	1996
Classical Reception Journal	1759-5142	OUP	Hybrid	Yes	x	x	x	Yes	2009
Clinical Chemistry	1530-8561	American Association of Clinical Chemistry	Hybrid	Yes	x	x	x	No	1996
Clinical Infectious Diseases	1537-6591	The Infectious Diseases Society of America	Hybrid	Yes	x		x	Yes	1996
Communication Theory	1468-2885	International Communication Association	Hybrid	Yes	x			Yes	1996
Communication, Culture & Critique	1753-9137	International Communication Association	Hybrid	Yes	x			Yes	2008
Community Development Journal	1468-2656	Community Development Journal	Hybrid	Yes	x	x	x	Yes	1996
Contemporary Women's Writing	1754-1484	OUP	Hybrid	Yes	x	x	x	Yes	2007
Contributions to Political Economy	1464-3588	Cambridge Political Economy Society	Hybrid	Yes	x	x	x	Yes	1996
Current Legal Problems	2044-8422	Faculty of Laws, University College London	Hybrid	Yes	x	x	x	Yes	1996
Digital Scholarship in the Humanities	2055-768X	EADH	Hybrid	Yes	x	x		Yes	1996
Diplomatic History	1467-7709	The Society for Historians of American Foreign Relations	Hybrid	Yes			x	Yes	1996
Diseases of the Esophagus	1442-2050	International Society for Diseases of the Esophagus	Hybrid	Yes	x	x		Yes	1996

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Early Music	1741-7260	OUP	Hybrid	Yes	x	x		Yes	1996
Economic Policy	1468-0327	CEPR, CES, MSH	Hybrid	Yes	x	x	x	Yes	1996
ELT Journal	1477-4526	OUP	Hybrid	Yes	x	x	x	Yes	1996
Endocrine Reviews	1945-7189	Endocrine Society	Hybrid	Yes	x		x	Yes	1996
Endocrinology	1945-7170	Endocrine Society	Hybrid	Yes	x		x	Yes	1996
English: Journal of the English Association	1756-1124	The English Association	Hybrid	Yes	x	x	x	Yes	1996
Environmental Entomology	1938-2936	Entomological Society of America	Hybrid	Yes	x	x	x	Yes	1996
Environmental History	1930-8892	Forest History Society and American Society for Environmental History (cosponsored)	Hybrid	Yes			x	Yes	1996
EP - Europace	1532-2092	European Heart Rhythm Association/European Society of Cardiology	Hybrid	Yes	x	x		Yes	1996
Epidemiologic Reviews	1478-6729	The John Hopkins Bloomberg School of Public Health	Hybrid	Yes	x	x		Yes	1996
Essays In Criticism	1471-6852	OUP	Hybrid	Yes	x	x	x	Yes	1966
European Heart Journal	1522-9645	European Society of Cardiology	Hybrid	Yes	x	x		Yes	1996
European Heart Journal – Cardiovascular Imaging	2047-2412	European Society of Cardiology	Hybrid	Yes	x	x		Yes	2000
European Heart Journal - Cardiovascular Pharmacotherapy	2055-6845	European Society of Cardiology	Hybrid	Yes	x	x		Yes	2015
European Heart Journal - Quality of Care and Clinical Outcomes	2058-1742	European Society of Cardiology	Hybrid	Yes	x	x		Yes	2015
European Heart Journal Supplements	1554-2815	European Society of Cardiology	Hybrid	No	N/A	N/A	N/A	Yes	2001

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European Heart Journal: Acute Cardiovascular Care	2048-8734	European Society of Cardiology	Hybrid	Yes	x	x		Yes	2012
European Journal of Cardio-Thoracic Surgery	1873-734X	European Association for Cardio-Thoracic Surgery	Hybrid	Yes	x	x		Yes	1996
European Journal of Cardiovascular Nursing	1873-1953	European Society of Cardiology	Hybrid	Yes	x	x		Yes	2002
European Journal of International Law	1464-3596	EJIL	Hybrid	Yes	x	x	x	Yes	1996
European Journal of Orthodontics	1460-2210	European Orthodontic Society	Hybrid	Yes	x	x	x	Yes	1996
European Journal of Preventive Cardiology	2047-4881	European Society of Cardiology	Hybrid	Yes	x	x		Yes	1994
European Journal of Public Health	1464-360X	European Public Health Association	Hybrid	Yes	x	x	x	Yes	1996
European Review of Agricultural Economics	1464-3618	Foundation for the European Review of Agricultural Economics	Hybrid	Yes	x	x	x	Yes	1996
European Review of Economic History	1474-0044	European Historical Economics Society	Hybrid	Yes	x	x		Yes	1997
European Sociological Review	1468-2672	OUP	Hybrid	Yes	x	x	x	Yes	1996
Family Practice	1460-2229	OUP	Hybrid	Yes	x	x	x	Yes	1996
FEMS Microbiology Ecology	1574-6941	Federation of European Microbiological Societies	Hybrid	Yes	x	x	x	Yes	1996
FEMS Microbiology Letters	1574-6968	Federation of European Microbiological Societies	Hybrid	Yes	x	x	x	Yes	1996
FEMS Microbiology Reviews	1574-6976	Federation of European Microbiological Societies	Hybrid	Yes	x	x	x	Yes	1996
FEMS Yeast Research	1567-1364	Federation of European Microbiological Societies	Hybrid	Yes	x	x	x	Yes	2001
Foreign Policy Analysis	1743-8594	International Studies Association	Hybrid	Yes	x	x	x	Yes	2005
Forest Science	1938-3738	Society of American Foresters	Hybrid	Yes	x	x		Yes	1996

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Forestry: An International Journal of Forest Research	1464-3626	Institute of Chartered Foresters	Hybrid	Yes	x			Yes	1996
Forum for Modern Language Studies	1471-6860	University of St Andrews	Hybrid	Yes	x	x	x	Yes	1996
French History	1477-4542	Society for the Study of French History	Hybrid	Yes		x	x	Yes	1996
French Studies	1468-2931	French Studies Society	Hybrid	Yes	x	x	x	Yes	1996
French Studies Bulletin	1748-9180	French Studies Society	Hybrid	Yes	x	x	x	Yes	1996
Genetics	1943-2631	Genetics Society of America	Hybrid	Yes	x		x	Yes	1996
Geophysical Journal International	1365-246X	The Royal Astronomical Society	Hybrid	Yes	x			Yes	1996
German History	1477-089X	German History Society	Hybrid	Yes			x	Yes	1996
Glycobiology	1460-2423	OUP	Hybrid	Yes	x	x		Yes	1996
GRUR International: Journal of European and International IP Law	2632-8550	GRUR	Hybrid	Yes	x		x	Yes	NA
Health and Social Work	1545-6854	National Association of Social Workers	No Open Access	No				No	1996
Health Education Research	1465-3648	OUP	Hybrid	Yes	x	x	x	Yes	1996
Health Policy and Planning	1460-2237	The London School of Hygiene and Tropical Medicine	Hybrid	Yes	x	x	x	Yes	1996
Health Promotion International	1460-2245	An Official Journal of the International Union for Health Promotion and Education	Hybrid	Yes	x	x	x	Yes	1996
Historical Research	1468-2281	Institute of Historical Research	Hybrid	Yes	x	x		Yes	1996
History Workshop Journal	1477-4569	History Workshop Journal	Hybrid	Yes	x	x	x	Yes	1996



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Holocaust and Genocide Studies	1476-7937	United States Holocaust Memorial Museum	No Open Access	No				No	1996
Human Communication Research	1468-2958	International Communication Association	Hybrid	Yes	x			Yes	1996
Human Molecular Genetics	1460-2083	OUP	Hybrid	Yes	x	x		Yes	1996
Human Reproduction	1460-2350	European Society of Human Reproduction and Embryology	Hybrid	Yes	x	x		Yes	1996
Human Reproduction Update	1460-2369	European Society of Human Reproduction and Embryology	Hybrid	Yes	x	x		Yes	1996
Human Rights Law Review	1744-1021	OUP	Hybrid	Yes	x	x	x	Yes	2001
ICES Journal of Marine Science: Journal du Conseil	1095-9289	International Council for the Exploration of the Sea	Hybrid	Yes	x			Yes	1996
ICSID Review - Foreign Investment Law Journal	2049-1999	ICSID	Hybrid	Yes	x	x	x	Yes	1996
ILAR Journal	1930-6180	Institute for Laboratory Animal Research	Hybrid	Yes		x	x	Yes	1997
IMA Journal of Applied Mathematics	1464-3634	The Institute of Mathematics and its Applications	Hybrid	Yes	x	x	x	Yes	1996
IMA Journal of Management Mathematics	1471-6798	The Institute of Mathematics and its Applications	Hybrid	Yes	x	x		Yes	1996
IMA Journal of Mathematical Control and Information	1471-6887	The Institute of Mathematics and its Applications	Hybrid	Yes	x	x	x	Yes	1996
IMA Journal of Numerical Analysis	1464-3642	The Institute of Mathematics and its Applications	Hybrid	Yes	x	x	x	Yes	1996
Industrial and Corporate Change	1464-3650	Oxford University Press and the Industrial and Corporate Change Association	Hybrid	Yes	x	x	x	Yes	1996
Industrial Law Journal	1464-3669	Industrial Law Society	Hybrid	Yes	x	x	x	Yes	1996
Inflammatory Bowel Diseases	1536-4844	Crohn's & Colitis Foundation	Hybrid	Yes	x	x		Yes	1996

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Information and Inference: a journal of the IMA	2049-8772	Institute of Mathematics and its Applications	Hybrid	Yes	x	x	x	Yes	2012
Insect Systematics and Diversity	2399-3421	Entomological Society of America	Hybrid	Yes	x	x	x	Yes	2017
Integrative and Comparative Biology	1557-7023	Society for Integrative and Comparative Biology	Hybrid	Yes	x			Yes	2002
Integrative Biology	1757-9708	OUP	Hybrid	Yes	x	x		Yes	2009
Interacting with Computers	1873-7951	British Computer Society, The Chartered Institute of IT	Hybrid	Yes	x	x		Yes	1996
International Affairs	1468-2346	The Royal Institute for International Affairs	Hybrid	Yes	x	x	x	Yes	1996
International Data Privacy Law	2044-4001	OUP	Hybrid	Yes	x		x	Yes	2011
International Immunology	1460-2377	Japanese Society for Immunology	Hybrid	Yes	x	x		Yes	1996
International Journal for Quality in Health Care	1464-3677	International Society for Quality in Health Care	Hybrid	Yes	x	x	x	Yes	1996
International Journal of Constitutional Law	1474-2659	OUP and New York University School of Law	Hybrid	Yes	x	x	x	Yes	2003
International Journal of Epidemiology	1464-3685	International Epidemiological Association	Hybrid	Yes	x	x	x	Yes	1996
International Journal of Law and Information Technology	1464-3693	OUP	Hybrid	Yes	x	x	x	Yes	1996
International Journal of Law, Policy and the Family	1464-3707	OUP	Hybrid	Yes	x	x	x	Yes	1996
International Journal of Lexicography	1477-4577	OUP	Hybrid	Yes	x	x	x	Yes	1996
International Journal of Pharmacy Practice	2042-7174	Royal Pharmaceutical Society	Hybrid	Yes	x	x	x	Yes	1996
International Journal of Public Opinion Research	1471-6909	World Association for Public Opinion Research	Hybrid	Yes	x	x	x	Yes	1996
International Journal of Refugee Law	1464-3715	OUP	Hybrid	Yes	x	x	x	Yes	1996

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International Journal of Transitional Justice	1752-7724	OUP	Hybrid	Yes	x	x	x	Yes	2007
International Mathematics Research Notices	1687-0247	OUP	Hybrid	Yes	x	x	x	Yes	1996
International Political Sociology	1749-5687	International Studies Association	Hybrid	Yes	x	x	x	Yes	2007
International Relations of the Asia Pacific	1470-4838	OUP and the Japan Association of International Relations	Hybrid	Yes	x	x		Yes	2001
International Studies Perspectives	1528-3585	International Studies Association	Hybrid	Yes	x	x	x	Yes	2000
International Studies Quarterly	1468-2478	International Studies Association	Hybrid	Yes	x	x	x	Yes	1996
International Studies Review	1468-2486	International Studies Association	Hybrid	Yes	x	x	x	Yes	1999
ISLE: Interdisciplinary Studies in Literature and Environment	1759-1090	ASLE	Hybrid	Yes			x	Yes	1996
ITNOW	1746-5710	The British Computer Society	No Open Access	No				Yes	1996
Japanese Journal of Clinical Oncology	1465-3621	OUP	Hybrid	Yes	x	x		Yes	1996
Jerusalem Review of Legal Studies	2219-7117	Hebrew University of Jerusalem	Hybrid	Yes	x		x	Yes	2010
JNCI Monographs	1745-6614	OUP	Hybrid	No				Yes	1997
JNCI: Journal of the National Cancer Institute	1460-2105	OUP	Hybrid	Yes	x	x	x	Yes	1996
Journal of Aesthetics and Art Criticism	1540-6245	American Society for Aesthetics	Hybrid	Yes	x	x	x	Yes	1997
Journal of African Economies	1464-3723	The Centre for the Study of African Economies	Hybrid	Yes	x	x	x	Yes	1996
Journal of American History	1945-2314	Organization of American Historians	No Open Access	No				Yes	1996

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Journal of Analytical Toxicology	1945-2403	Society of Forensic Toxicologists, Inc.	Hybrid	Yes	x	x		Yes	1996
Journal of Animal Science	1525-3163	American Society of Animal Scientists	Hybrid	Yes	x	x	x	Yes	1996
Journal of Antimicrobial Chemotherapy	1460-2091	British Society for Antimicrobial Chemotherapy	Hybrid	Yes	x	x		Yes	1996
Journal of Antitrust Enforcement	2050-0696	OUP	Hybrid	Yes	x		x	Yes	2013
Journal of AOAC International	1944-7922	AOAC INTERNATIONAL	Hybrid	Yes	x	x	x	Yes	2000
Journal of Breast Imaging	2631-6129	Society of Breast Imaging	Hybrid	Yes	x			No	2019
Journal of Burn Care and Research	1559-0488	American Burn Association	Hybrid	Yes	x	x		Yes	1996
Journal of Chromatographic Science	1945-239X	OUP	Hybrid	Yes	x	x		Yes	1996
Journal of Church and State	2040-4867	The J.M.Dawson Institute of Church-State Studies	Hybrid	Yes	x	x	x	Yes	1996
Journal of Communication	1460-2466	International Communication Association	Hybrid	Yes	x			Yes	1996
Journal of Competition Law & Economics	1744-6422	OUP	Hybrid	Yes	x		x	Yes	2005
Journal of Complex Networks	2051-1329	OUP	Hybrid	Yes	x	x		Yes	2013
Journal of Conflict and Security Law	1467-7962	OUP	Hybrid	Yes	x	x	x	Yes	1996
Journal of Consumer Research	1537-5277	Journal of Consumer Research, Inc.	Hybrid	Yes	x	x	x	Yes	1996
Journal of Crohn's and Colitis	1876-4479	European Crohn's and Colitis Organisation	Hybrid	Yes	x	x		Yes	2007
Journal of Crustacean Biology	1937-240X	The Crustacean Society	Hybrid	Yes	x	x		Yes	1996
Journal of Design History	1741-7279	The Design History Society	Hybrid	Yes	x	x		Yes	1996

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Journal of Economic Entomology	1938-291X	Entomological Society of America	Hybrid	Yes	x	x	x	Yes	1996
Journal of Economic Geography	1468-2710	OUP	Hybrid	Yes	x	x	x	Yes	2001
Journal of Environmental Law	1464-374X	OUP	Hybrid	Yes	x	x	x	Yes	1996
Journal of European Competition Law & Practice	2041-7772	OUP	Hybrid	Yes	x		x	Yes	2010
Journal of Experimental Botany	1460-2431	Society for Experimental Biology	Hybrid	Yes	x	x	x	Yes	1996
Journal of Financial Econometrics	1479-8417	OUP	Hybrid	Yes	x	x	x	Yes	2003
Journal of Financial Regulation	2053-4841	OUP	Hybrid	Yes	x		x	Yes	2015
Journal of Forestry	1938-3746	Society of American Foresters	Hybrid	Yes	x	x		Yes	1996
Journal of Global Security Studies	2057-3189	International Studies Association	Hybrid	Yes	x	x	x	Yes	2016
Journal of Heredity	1465-7333	American Genetic Association	Hybrid	Yes	x	x		Yes	1996
Journal of Human Rights Practice	1757-9627	OUP	Hybrid	Yes	x	x	x	Yes	2009
Journal of Intellectual Property Law & Practice	1747-1540	OUP	Hybrid	Yes	x		x	Yes	2005
Journal of International Criminal Justice	1478-1395	OUP	Hybrid	Yes	x		x	Yes	2003
Journal of International Dispute Settlement	2040-3593	OUP	Hybrid	Yes	x		x	Yes	2010
Journal of International Economic Law	1464-3758	OUP	Hybrid	Yes	x	x	x	Yes	1998
Journal of Islamic Studies	1471-6917	Oxford Centre for Islamic Studies	Hybrid	Yes	x	x		Yes	1996
Journal of Language Evolution	2058-458X	OUP	Hybrid	Yes	x	x	x	Yes	2010

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Journal of Logic and Computation	1465-363X	Professor Dov Gabbay	Hybrid	Yes	x	x	x	Yes	1996
Journal of Mammalogy	1545-1542	American Society of Mammalogists	Hybrid	Yes	x	x		Yes	1996
Journal of Medical Entomology	1938-2928	Entomological Society of America	Hybrid	Yes	x	x	x	Yes	1996
Journal of Molluscan Studies	1464-3766	The Malacological Society of London	Hybrid	Yes	x			Yes	1996
Journal of Music Therapy	2053-7395	American Music Therapy Association	Hybrid	Yes	x	x	x	Yes	1996
Journal of Neuropathology and Experimental Neurology	1554-6578	American Association of Neuropathologists	Hybrid	Yes	x	x		Yes	1996
Journal of Pediatric Psychology	1465-735X	The Society of Pediatric Psychology	Hybrid	Yes	x	x	x	Yes	1996
Journal of Petrology	1460-2415	OUP	Hybrid	Yes	x			Yes	1996
Journal of Pharmaceutical Health Services Research	1759-8893	Royal Pharmaceutical Society	Hybrid	Yes	x	x	x	Yes	2010
Journal of Pharmacy and Pharmacology	2042-7158	Royal Pharmaceutical Society	Hybrid	Yes	x	x	x	Yes	1996
Journal of Plankton Research	1464-3774	OUP	Hybrid	Yes	x			Yes	1996
Journal of Plant Ecology	1752-993X	Institute of Botany, Chinese Academy of Sciences and the Botanical Society of China	Hybrid	Yes	x	x	x	Yes	2008
Journal of Professions and Organization	2051-8811	OUP	Hybrid	Yes	x	x	x	Yes	2014
Journal of Public Administration, Research and Theory	1477-9803	PMRA	Hybrid	Yes	x	x	x	Yes	1996
Journal of Public Health	1741-3850	Faculty of Public Health	Hybrid	Yes	x	x	x	Yes	1996
Journal of Refugee Studies	1471-6925	OUP	Hybrid	Yes	x	x	x	Yes	1996

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Journal of Semantics	1477-4593	OUP	Hybrid	Yes	x	x	x	Yes	1996
Journal of Semitic Studies	1477-8556	The University of Manchester	Hybrid	Yes	x	x	x	Yes	1996
Journal of Social History	1527-1897	OUP	Hybrid	Yes	x		x	Yes	1996
Journal of Survey Statistics and Methodology	2325-0992	The American Association for Public Opinion Research	Hybrid	Yes	x	x	x	Yes	2013
Journal of the American Academy of Religion	1477-4585	The American Academy of Religion	Hybrid	Yes	x	x	x	Yes	1996
Journal of the American Medical Informatics Association	1527-974X	American Medical Informatics Association	Hybrid	Yes	x	x	x	Yes	1996
Journal of the European Economic Association	1542-4774	European Economic Association	Hybrid	Yes	x	x	x	Yes	2003
Journal of the History of Collections	1477-8564	OUP	Hybrid	Yes	x			Yes	1996
Journal of the History of Medicine and Allied Sciences	1468-4373	OUP	Hybrid	Yes	x	x	x	Yes	1996
Journal of the Pediatric Infectious Diseases Society	2048-7207	Pediatric Infectious Diseases Society	Hybrid	Yes	x		x	Yes	2012
Journal of Travel Medicine	1708-8305	International Society of Travel Medicine	Hybrid	Yes	x	x		Yes	1996
Journal of Tropical Pediatrics	1465-3664	OUP	Hybrid	Yes	x	x	x	Yes	1996
Journal of Victorian Culture	1750-0133	Leeds Trinity University	Hybrid	Yes	x	x		No	1996
Laboratory Medicine	1943-7730	American Society for Clinical Pathology	Hybrid	Yes	x	x		Yes	1996
Law, Probability & Risk	1470-840X	OUP	Hybrid	Yes	x	x	x	Yes	2002
Literary Imagination	1752-6566	Association of Literary Scholars, Critics, and Writers	Hybrid	Yes	x		x	Yes	1999
Literature and Theology	1477-4623	OUP	Hybrid	Yes	x	x	x	Yes	1996

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Logic Journal of the IGPL	1368-9894	Professor Dov Gabbay	Hybrid	Yes	x	x	x	Yes	1996
London Review of International Law	2050-6333	OUP	Hybrid	Yes	x	x	x	Yes	2013
Mammalian Species	1545-1410	American Society of Mammalogists	Hybrid	Yes	x	x		Yes	1996
Mathematical Medicine and Biology: A Journal of the IMA	1477-8602	The Institute of Mathematics and its Applications	Hybrid	Yes	x	x	x	Yes	1996
Medical Law Review	1464-3790	OUP	Hybrid	Yes	x	x	x	Yes	1996
Medical Mycology	1460-2709	International Society for Human and Animal Mycology	Hybrid	Yes	x	x		Yes	1998
MELUS: Multi-Ethnic Literature of the United States	1946-3170	The Society for the Study of the Multi-Ethnic Literature of the United States	Hybrid	Yes			x	Yes	1996
Metallomics	1756-591X	OUP	Hybrid	Yes	x			Yes	2009
MHR: Basic Science of Reproductive Medicine	1460-2407	European Society of Human Reproduction and Embryology	Hybrid	Yes	x	x		Yes	1996
Microscopy	2050-5701	The Japanese Society of Microscopy	Hybrid	Yes	x	x		Yes	1996
Migration Studies	2049-5846	OUP	Hybrid	Yes	x	x	x	Yes	2013
Military Medicine	1930-613X	Association of Military Surgeons of the United States	Hybrid	Yes	x	x	x	No	1996
Mind	1460-2113	Mind Association	Hybrid	Yes			x	Yes	1996
Modern Judaism - A Journal of Jewish Ideas and Experience	1086-3273	Modern Judaism, Inc.	Hybrid	Yes		x	x	Yes	1996
Monthly Notices of the Royal Astronomical Society	1365-2966	Royal Astronomical Society	Hybrid	Yes	x			Yes	1996
Monthly Notices of the Royal Astronomical Society: Letters	1745-3933	Royal Astronomical Society	Hybrid	Yes	x			Yes	1996
Music and Letters	1477-4631	OUP	Hybrid	Yes	x	x		Yes	1996



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Music Theory Spectrum	1533-8339	Society for Music Theory	No Open Access	No				Yes	1996
Music Therapy Perspectives	2053-7387	American Music Therapy Association	Hybrid	Yes	x	x	x	Yes	1996
Mutagenesis	1464-3804	UKEMS	Hybrid	Yes	x	x		Yes	1996
Nephrology Dialysis Transplantation	1460-2385	ERA-EDTA	Hybrid	Yes	x	x		Yes	1996
Neuro-Oncology	1523-5866	Society for Neuro-Oncology	Hybrid	Yes	x	x		Yes	1999
Neuro-Oncology Practice	2054-2585	Society for Neuro-Oncology	Hybrid	Yes	x	x		Yes	2014
Neurosurgery	1524-4040	Congress of Neurological Surgeons	Hybrid	Yes	x	x	x	No	1996
Nicotine & Tobacco Research	1469-994X	Society for Research on Nicotine and Tobacco	Hybrid	Yes	x		x	Yes	1999
Notes and Queries	1471-6941	OUP	Hybrid	Yes	x	x	x	Yes	1996
Nutrition Reviews	1753-4887	International Life Sciences Institute	Hybrid	Yes	x		x	Yes	1996
OAH Magazine of History	1938-2340	OUP	No Open Access	No				Yes	1996
Occupational Medicine	1471-8405	Society of Occupational Medicine	Hybrid	Yes	x	x	x	Yes	1996
Operative Neurosurgery	2332-4260	Congress of Neurological Surgeons	Hybrid	Yes	x	x	x	No	2005
Ornithological Applications	1938-5129	American Ornithological Society	Hybrid	Yes	x			No	1996
Ornithology	1938-4254	American Ornithological Society	Hybrid	Yes	x			No	1996
Oxford Art Journal	1741-7287	OUP	Hybrid	Yes	x			Yes	1996

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Oxford Economic Papers	1464-3812	OUP	Hybrid	Yes	x	x	x	Yes	1996
Oxford Journal of Law and Religion	2047-0789	OUP	Hybrid	Yes	x		x	Yes	2012
Oxford Journal of Legal Studies	1464-3820	Faculty of Law, University of Oxford University Press	Hybrid	Yes	x	x	x	Yes	1996
Oxford Review of Economic Policy	1460-2121	Oxford University Press and Oxford Review of Economic Policy Ltd	Hybrid	Yes	x	x	x	Yes	1996
Paediatrics & Child Health	1918-1485	Canadian Paediatric Society	Hybrid	Yes	x	x	x	Yes	1996
Pain Medicine	1526-4637	American Academy of Pain Medicine	Hybrid	Yes	x	x	x	Yes	2000
Parliamentary Affairs	1460-2482	Hansard Society of Parliamentary Government	Hybrid	Yes	x	x	x	Yes	1996
Past & Present	1477-464X	The Past and Present Society	Hybrid	Yes	x	x	x	Yes	1996
Pathogens and Disease	2049-632X	Federation of European Microbiological Societies	Hybrid	Yes	x	x	x	Yes	2013
Perspectives on Public Management and Governance	2398-4929	PMRA	Hybrid	Yes	x	x	x	Yes	2018
Philosophia Mathematica	1744-6406	OUP	Hybrid	Yes	x	x	x	Yes	1996
Physical Therapy	1538-6724	American Physical Therapy Association	Hybrid	Yes	x	x	x	Yes	1996
Plant and Cell Physiology	1471-9053	Japanese Society of Plant Physiologists	Hybrid	Yes	x	x		Yes	1996
Plant Physiology	1532-2548	American Society of Plant Biologists	Hybrid	Yes	x		x	Yes	1996
Policing: A Journal of Policy and Practice	1752-4520	OUP	Hybrid	Yes	x	x	x	Yes	2007
Proceedings of the Aristotelian Society	1467-9264	The Aristotelian Society	Hybrid	Yes	x	x	x	No	1996
Protein Engineering, Design and Selection	1741-0134	OUP	Hybrid	Yes	x	x		Yes	1996

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Public Health Ethics	1754-9981	OUP	Hybrid	Yes	x	x	x	Yes	2008
Public Opinion Quarterly	1537-5331	The American Association for Public Opinion Research	Hybrid	Yes	x	x	x	Yes	1996
Public Policy and Aging Report	2053-4892	The Gerontological Society of America	Hybrid	Yes	x	x	x	Yes	1998
Publications of the Astronomical Society of Japan	2053-051X	Astronomical Society of Japan	Hybrid	Yes	x			Yes	1996
Publius: The Journal of Federalism	1747-7107	CSF Associates: Publius, Inc.	Hybrid	Yes	x	x	x	Yes	1996
QJM: An International Journal of Medicine	1460-2393	The Association of Physicians	Hybrid	Yes	x	x	x	Yes	1996
Radiation Protection Dosimetry	1742-3406	OUP	Hybrid	Yes	x	x	x	Yes	1996
Refugee Survey Quarterly	1471-695X	OUP	Hybrid	Yes	x	x	x	Yes	1996
Reports of Patent, Design and Trade Mark Cases	1756-1000	UK-IPD	No Open Access	No				Yes	1996
Research Evaluation	1471-5449	OUP	Hybrid	Yes	x	x	x	Yes	1996
Review of Finance	1573-692X	European Finance Association	Hybrid	Yes	x	x	x	Yes	1997
Rheumatology	1462-0332	British Society for Rheumatology	Hybrid	Yes	x	x		Yes	1996
Schizophrenia Bulletin	1745-1701	The Maryland Psychiatric Research Center	Hybrid	Yes	x	x	x	Yes	1996
Science and Public Policy	1471-5430	OUP	Hybrid	Yes	x	x	x	Yes	1996
Screen	1460-2474	The John Logie Baird Centre	Hybrid	Yes	x	x	x	Yes	1996
Shakespeare Quarterly	1538-3555	Folger Shakespeare Library	No Open Access	No				No	1996

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SLEEP	1550-9109	Sleep Research Society	Hybrid	Yes	x	x		Yes	1996
Social Forces	1534-7605	University of North Carolina at Chapel Hill	Hybrid	Yes	x	x	x	Yes	1996
Social History of Medicine	1477-4666	Society for the Social History of Medicine	Hybrid	Yes	x	x	x	Yes	1996
Social Politics: International Studies in Gender, State & Society	1468-2893	OUP	Hybrid	Yes	x		x	Yes	1996
Social Problems	1533-8533	The Society for the Study of Social Problems	Hybrid	Yes	x	x	x	Yes	1996
Social Science Japan Journal	1468-2680	OUP and Institute of Social Science, University of Tokyo	Hybrid	Yes	x	x		Yes	1998
Social Work	1545-6846	National Association of Social Workers	No Open Access	No				No	1996
Social Work Research	1545-6838	National Association of Social Workers	No Open Access	No				No	1996
Socio-Economic Review	1475-147X	Oxford University Press and the Society for the Advancement of Socio-Economics	Hybrid	Yes	x	x	x	Yes	2003
Sociology of Religion	1759-8818	Association for the Sociology of Religion	No Open Access	No				Yes	1996
Statute Law Review	1464-3863	OUP	Hybrid	Yes	x	x	x	Yes	1996
Systematic Biology	1076-836X	The Society for Systematic Biologists	Hybrid	Yes	x	x		Yes	1996
Teaching Mathematics and its Applications: An International Journal of the IMA	1471-6976	The Institute of Mathematics and its Applications	Hybrid	Yes	x	x	x	Yes	1996
The American Historical Review	1937-5239	The American Historical Association	No Open Access	No				Yes	1996
The American Journal of Clinical Nutrition	1938-3207	American Society for Nutrition	Hybrid	Yes	x	x		Yes	1996
The American Journal of Comparative Law	2326-9197	American Society of Comparative Law	Hybrid	Yes	x		x	Yes	1996

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The American Journal of Jurisprudence	2049-6494	The University of Notre Dame	Hybrid	Yes	x	x	x	Yes	1996
The British Journal of Aesthetics	1468-2842	The British Society of Aesthetics	Hybrid	Yes	x	x	x	No	1996
The British Journal of Criminology	1464-3529	Centre for Crime and Justice Studies	Hybrid	Yes	x	x	x	Yes	1996
The British Journal of Social Work	1468-263X	The British Association of Social Workers	Hybrid	Yes	x	x	x	Yes	1996
The Cambridge Quarterly	1471-6836	The Cambridge Quarterly	Hybrid	Yes	x	x	x	Yes	1996
The Chinese Journal of Comparative Law	2050-4810	OUP	Hybrid	Yes	x	x	x	Yes	2013
The Chinese Journal of International Politics	1750-8924	Institute of Modern International Relations, Tsinghua University	Hybrid	Yes	x	x	x	Yes	2006
The Computer Journal	1460-2067	The British Computer Society	Hybrid	Yes	x	x		No	1996
The Econometrics Journal	1368-423X	Royal Economic Society	Hybrid	Yes	x	x	x	Yes	1998
The Economic Journal	1468-0297	Royal Economic Society	Hybrid	Yes	x	x	x	Yes	1996
The English Historical Review	1477-4534	OUP	Hybrid	Yes	x	x	x	Yes	1996
The Gerontologist	1758-5341	The Gerontological Society of America	Hybrid	Yes	x	x	x	Yes	1996
The Journal of Applied Laboratory Medicine	2475-7241	American Association of Clinical Chemistry	Hybrid	Yes	x		x	No	2016
The Journal of Biochemistry	1756-2651	The Japanese Biochemical Society	Hybrid	Yes	x	x		Yes	1996
The Journal of Clinical Endocrinology and Metabolism	1945-7197	Endocrine Society	Hybrid	Yes	x		x	Yes	1996
The Journal of Deaf Studies and Deaf Education	1465-7325	OUP	Hybrid	Yes	x	x	x	Yes	1996
The Journal of Hindu Studies	1756-4263	OUP and The Oxford Centre for Hindu Studies	Hybrid	Yes	x	x		Yes	2008

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The Journal of Infectious Diseases	1537-6613	Infectious Diseases Society of America and HIV Medicine Association	Hybrid	Yes	x		x	Yes	1996
The Journal of Law, Economics, and Organization	1465-7341	Yale University	Hybrid	Yes	x		x	Yes	1996
The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine	1744-5019	Journal of Medicine and Philosophy Inc.	Hybrid	Yes	x	x	x	Yes	1996
The Journal of Nutrition	1541-6100	American Society for Nutrition	Hybrid	Yes	x	x		Yes	1996
The Journal of Theological Studies	1477-4607	OUP	Hybrid	Yes	x	x		Yes	1996
The Journal of World Energy Law & Business	1754-9965	AIPN	Hybrid	Yes	x	x	x	Yes	2008
The Journals of Gerontology - Series A: Biological and Medical Sciences	1758-535X	The Gerontological Society of America	Hybrid	Yes	x	x	x	Yes	1996
The Journals of Gerontology - Series B: Psychological and Social Sciences	1758-5368	The Gerontological Society of America	Hybrid	Yes	x	x	x	Yes	1996
The Leo Baeck Institute Yearbook	1758-437X	The Leo Baeck Institute	Hybrid	Yes	x	x	x	Yes	1996
The Library	1744-8581	The Bibliographical Society	Hybrid	No	N/A	N/A	N/A	Yes	1996
The Monist	2153-3601	The Hegeler Institute	Hybrid	Yes		x		Yes	1996
The Musical Quarterly	1741-8399	OUP	Hybrid	Yes	x	x		Yes	1996
The Opera Quarterly	1476-2870	OUP	Hybrid	Yes	x	x		Yes	1996
The Philosophical Quarterly	1467-9213	The Scots Philosophical Association and the University of St Andrews	Hybrid	Yes	x	x	x	Yes	1996
The Plant Cell	1532-298X	American Society of Plant Biologists	Hybrid	Yes	x		x	Yes	1996
The Quarterly Journal of Economics	1531-4650	President and Fellows of Harvard College	Hybrid	Yes	x	x	x	Yes	1996

Journal	Online ISSN	Ownership	Journal type	Included in OA account for OA publishing (Yes / No)	Offers CC BY	Offers CC BY-NC	Offers CC BY-NC-ND	Author retains copyright? (Yes / No)	Year from which journal content is accessible during Subscription Period
The Quarterly Journal of Mathematics	1464-3847	OUP	Hybrid	Yes	x	x	x	Yes	1996
The Quarterly Journal of Mechanics and Applied Mathematics	1464-3855	QJMAMJ Trust	Hybrid	Yes	x	x	x	Yes	1996
The Review of Asset Pricing Studies	2045-9939	The Society for Financial Studies	Hybrid	Yes	x	x	x	Yes	2011
The Review of Corporate Finance Studies	2046-9136	The Society for Financial Studies	Hybrid	Yes	x	x	x	Yes	2012
The Review of Economic Studies	1467-937X	The Review of Economic Studies Limited	Hybrid	Yes	x	x	x	Yes	1996
The Review of English Studies	1471-6968	OUP	Hybrid	Yes	x	x	x	Yes	1996
The Review of Financial Studies	1465-7368	The Society for Financial Studies	Hybrid	Yes	x	x	x	Yes	1996
The World Bank Economic Review	1564-698X	International Bank for Reconstruction and Development	Hybrid	Yes	x	x	x	Yes	1996
The World Bank Research Observer	1564-6971	International Bank for Reconstruction and Development	Hybrid	Yes	x	x	x	Yes	1996
The Year's Work in Critical and Cultural Theory	1471-681X	The English Association	No Open Access	No				Yes	1996
The Year's Work in English Studies	1471-6801	The English Association	No Open Access	No				Yes	1996
Toxicological Sciences	1096-0929	The Society of Toxicology	Hybrid	Yes	x	x	x	Yes	1996
Toxicology Research	2045-4538	OUP	Hybrid	Yes	x	x		Yes	2012
Transactions of the Royal Society of Tropical Medicine and Hygiene	1878-3503	Royal Society of Tropical Medicine and Hygiene	Hybrid	Yes	x	x		Yes	1996
Translational Behavioral Medicine	1613-9860	Society of Behavioral Medicine	Hybrid	Yes	x	x		No	2011
Tree Physiology	1758-4469	OUP	Hybrid	Yes	x	x		Yes	1996

Journal	Online ISSN	Ownership	Journal type	Included in OA account for OA publishing (Yes / No)	Offers CC BY	Offers CC BY-NC	Offers CC BY-NC-ND	Author retains copyright? (Yes / No)	Year from which journal content is accessible during Subscription Period
Trusts & Trustees	1752-2110	OUP	Hybrid	Yes	x	x	x	Yes	1996
Twentieth Century British History	1477-4674	OUP	Hybrid	Yes	x	x	x	Yes	1996
Uniform Law Review	2050-9065	International Institute for the Unification of Private Law (UNIDROIT)	Hybrid	Yes	x		x	Yes	1996
Western Historical Quarterly	1939-8603	The Western History Association	No Open Access	No				Yes	1996
Work, Aging and Retirement	2054-4650	OUP	Hybrid	Yes	x	x	x	Yes	2015
Yearbook of European Law	2045-0044	OUP	Hybrid	Yes	x		x	Yes	1996
Yearbook of International Environmental Law	2045-0052	OUP	Hybrid	Yes	x	x	x	Yes	1996
Zoological Journal of the Linnean Society	1096-3642	The Linnean Society	Hybrid	Yes	x	x	x	Yes	1996



**SCHEDULE C**  
**CHARGES**

Customer	2021 Read & Publish charge	2022 Read & Publish charge for the 2021 collection (these Charges do not apply to new Customers)	2023 Read & Publish charge for the 2021 collection (these Charges do not apply to new Customers)
University of Helsinki including Helsinki University Central Hospital	€ 187,745.88	€ 191,125.31	€ 194,565.56
University of Turku including Turku university central hospital	€ 111,193.57	€ 113,195.06	€ 115,232.57
University of Eastern Finland including Kuopio University Hospital	€ 72,779.60	€ 74,089.63	€ 75,423.25
Natural Resources Institute Finland	€ 26,453.11	€ 26,929.27	€ 27,413.99
University of Oulu including Oulu University Hospital	€ 80,305.60	€ 81,751.10	€ 83,222.62
Tampere University including Tampere University Hospital	€ 83,330.00	€ 84,829.94	€ 86,356.88
University of Jyväskylä	€ 57,020.10	€ 58,046.46	€ 59,091.30
University of Lapland	€ 15,788.50	€ 16,072.69	€ 16,362.00
Abo Akademi University	€ 18,526.30	€ 18,859.77	€ 19,199.25
University of Vaasa	€ 9,995.00	€ 10,174.91	€ 10,358.06
Tampere University of Applied Sciences	€ 5,995.00	€ 6,102.91	€ 6,212.76

**SCHEDULE D**  
**CUSTOMER AGREEMENT**

1. **EFFECTIVE DATE:** 1 January 2021
2. **PUBLISHER:** THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as Oxford University Press of Great Clarendon Street, Oxford OX2 6DP, UK
3. **CUSTOMER:** Each institution listed in Schedule A, as amended from time to time represented by the National Library via a power of attorney. *References to "Customer" shall be construed as a reference to each and every institution individually. The liability of each institution shall be several and not joint.*
4. **PUBLICATIONS:** The online version of Publisher's journals listed in Schedule B, as the same may be amended from time to time in accordance with Clause 5.1 of this Agreement
5. **SUBSCRIPTION PERIOD:** a period commencing on 1 January 2021 Date and expiring on 31 December 2023
6. **CHARGES:** The charges set out in Schedule C. The Customer is a member of the FinELib consortium represented via a power of attorney by The National Library of Finland ("Consortium") which has agreed to pay to the Publisher the total charges plus VAT (if applicable) due to Publisher in respect of this Agreement on behalf of the Customers. No additional charges are due by the Customer to the Publisher in respect of this Agreement.

The Publisher and Customer each accept and agree to the terms of this Agreement, which incorporates the attached Customer Terms and Conditions and schedules. This Agreement shall be governed by and construed in accordance with the laws Finland. The parties agree to submit to the exclusive jurisdiction of the Finnish Courts in connection with any disputes arising under this Agreement.

Signed by..

Signed by..

For and on behalf of the Publisher

For and on behalf of the Customer via a  
power of attorney

Name:

Name:

Position: Director, Library Sales, UK, Europe & ANZ

Position:

Date: 15 January 2021

Date:

Director  
18.1.2021

## CUSTOMER AGREEMENT: CUSTOMER TERMS AND CONDITIONS

### 1. DEFINITIONS

Words and phrases previously defined in this Agreement shall have the same meaning in this Schedule and the following expressions shall have the following meanings:

"Authorised User"	shall mean an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network and who is (i) affiliated with the Customer as a current student, faculty, researcher, registered member and library card holder of the Customer's library, or employee or retired faculty, researcher or employee, whether from a computer or terminal on the Customer's Secure Network, or offsite to a valid IP address on the Customer's Secure Network; or (ii) physically present on the Customer's premises (walk-in-user); (iii) a former employee or outsourced member of staff who is permitted by the Customer to continue to hold ID and passwords enabling access, remote or otherwise, to the Customer's Secure Network, in their performance of services for and on behalf of the Customer only;
"Commercial Use"	<p>shall mean use for the purposes of monetary reward (whether by or for the Customer or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Publications.</p> <p>For the avoidance of doubt, the following is not deemed to constitute Commercial Use:</p> <ul style="list-style-type: none"><li>• recovery of direct costs or costs required by law by the Customer from Authorised Users or from the receiving library in the case of Inter Library Loan;</li><li>• use by the Customer or Authorised User of the Publications in fee based educational programs;</li><li>• use by the Customer or Authorised User of the Publications in the course of research funded by a commercial organization</li><li>• nor use of the Publications as a source for, or using excerpts from it in Authorised User's own scientific, scholarly, and educational works including but not limited to books and articles.</li></ul>
"Educational Purposes"	shall mean for the purpose of education, teaching, distance learning, private study retrieving information and/or research;
"Non-Commercial Text and Data Mining"	shall mean any automated analytical technique aimed at analysing text and data in digital form of anything recorded in any Publication(s) or any portion thereof, in order to generate information which includes but is not limited to patterns, trends and correlations, and in any event is carried out for the sole purpose of research for a non-commercial purpose;
"Publisher Trademarks"	shall mean the designations OXFORD, and OXFORD UNIVERSITY PRESS;
"Retrieval Portal"	shall mean an information retrieval portal which enables searching of data from multiple databases;
"Password(s)"	shall mean any passwords given by Publisher to the Customer to enable the Customer to access the Publications and related subscriber services;
"Secure Network"	shall mean a network which is only accessible to Authorised Users. A cache server or any server or network which can be accessed by unauthorised users is not a secure network for these purposes

"Server" shall mean either Publisher's server or a third party server designated by Publisher on which the Publications are mounted and through which the Customer and its Authorised Users may gain access to the Publications by means of the World Wide Web.

## **2. GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE**

- 2.1 The Customer shall be entitled to do, and to allow Authorised Users for Educational Purposes to do, the following on a non-exclusive and non-transferable basis for the Subscription Period:
- 2.1.1 access the Server by means of a Secure Network in order to search the Publications and to view, retrieve, and display portions thereof;
  - 2.1.2 electronically save portions of the Publications;
  - 2.1.3 print out single copies of portions of the Publications;
  - 2.1.4 make a reasonable number of photocopies of parts of the Publications;
  - 2.1.5 provide single printed or electronic copies of portions of the Publications to other Authorised Users;
  - 2.1.6 incorporate links to the Publications in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit provided that no person other than an Authorised User may use such links;
  - 2.1.7 transmit links to single journal articles to other Authorised Users;
  - 2.1.8 distribute single copies of single articles, or parts thereof, of the Publications in print or electronic form to third party colleagues for the purposes of non-commercial scientific research and communication or to be used for the basis of discussion groups. This sharing shall be incidental and not for re-transmission;
  - 2.1.9 publicly display or publicly perform parts of the Publications as part of a presentation at a seminar, conference, or workshop, or other such similar activity, provided any such display or performance is accompanied by a sufficient acknowledgement, and any printed or electronic copies of such presentations are not otherwise distributed to any person other than an Authorised User;
  - 2.1.10 extract and use excerpts from the Publications for Educational Purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis;
  - 2.1.11 use, with appropriate credit, figures, tables, and brief excerpts from the Publications in the Authorised User's own scientific, scholarly, and educational works including but not limited to books and articles;
  - 2.1.12 search the Publications via the Retrieval Portal or other portal in the Customer's use provided that the terms of this Agreement are upheld;
  - 2.1.13 gather usage data via the Retrieval Portal or other information retrieval portal in the Customer's use;
  - 2.1.14 display, save electronically, print and distribute reasonable, single portions of the Publications including trademarks, logos and screenshots (as such trademarks and logos are incorporated in the Publications) to Authorised Users via the Secure Network for the purpose of promotion or testing or for training Authorised Users;
  - 2.1.15 carry out Non-Commercial Text And Data Mining in relation to the Publication or portions thereof, including making and storing copies provided that:

- 2.1.15.1 such copies are made and stored only to the extent necessary for the purposes of such computational analysis;
- 2.1.15.2 such copies are not transferred to any other person other than Authorised Users or used for any other purpose without the Publisher's consent;
- 2.1.15.3 such copies are destroyed once they are no longer necessary for the relevant computational analysis and/or the verification of the results of such Non-Commercial Text and Data Mining by third parties; and
- 2.1.15.4 Authorised Users acknowledge, if reasonably feasible, the use of the Publication if any results of the computational analysis are published; and
- 2.1.15.5 the Authorised Users comply with all Publisher's reasonable measures to maintain their network security or stability so long as these measures do not prevent or unreasonably restrict an Authorised Users ability to make the copies they need to make for their Text and Data Mining; and

provided further that, in the event of any conflict between the provisions of this Clause 2.1.15 and any Non-Commercial Text And Data Mining rights coming into effect during the Subscription Period under Finnish copyright law, the Non-Commercial Text And Data Mining rights under Finnish law will take precedence.

- 2.2 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts to make the Publications available in accordance with level AA of the Web Content Accessibility Guidelines 2.1 (WCAG) and to Section 508 of the US Rehabilitation Act. For clarity, reading impaired Authorised Users are permitted to use Braille displays, voice synthesizers and other such devices to enable access and use of the Publications as permitted under this Agreement.
- 2.3 The Customer shall have the right to supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from a Publication for that user's research or private study (and not for Commercial Use), provided that: (i) such copy is provided in response to the recipient library's request therefor; and such supply must be by post, fax or secure electronic transmission using Ariel, Prospero, or similar, whereby the electronic file is deleted and inaccessible after printing, provided that where supply by secure electronic transmission is not available, the supply may be by email to a recipient library within Finland provided further that any such email is not forwarded to individual users.
- 2.4 Customer may copy and/or download metadata of the Publications and/or portions of Publications and make it perpetually available without charge in the following internal or publicly available online systems in Customer's use:
  - 1. library catalogue(s)
  - 2. information search portal(s) and systems (including but not limited to the national Finna, sector specific or geographical Finnas)
  - 3. national metadata repository Melinda
  - 4. institutional repositories
  - 5. research publications portal(s) including national portals (such as JUULI)
  - 6. institutional research information systems (CRIS) including national systems

Only metadata regarding articles authored or co-authored by the Customer's faculty, students, staff or affiliated researchers may be used for institutional repositories, research publications portals and institutional research information systems.

- 2.5 For the avoidance of doubt the Customer and Authorised Users may not (save as provided elsewhere in this Agreement):
  - 2.5.1 remove or alter Publisher's copyright notices or other means of identification or disclaimers as

they appear in the Publications;

- 2.5.2 systematically make printed or electronic copies of multiple portions of the Publications for any purpose;
  - 2.5.3 display or distribute any part of the Publications on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Secure Network;
  - 2.5.4 permit anyone other than Authorised Users to access or use the Publications;
  - 2.5.5 use all or any part of the Publications for any Commercial Use;
  - 2.5.6 create any derivative work based on the Publications without the prior written permission of the Publisher.
- 2.6 In the event of any conflict between the permitted uses in this Clause 2 and the permitted uses specified on the website for the Publications, the permitted uses specified in this Agreement shall prevail.
- 2.7 In the event that any content included in the Publications has been issued under a Creative Commons licence or other open access license, the Authorised Users shall have the right to access and use that content in accordance with the relevant Creative Commons licence or other open license, where applicable.
- 2.8 Notwithstanding the expiry of the Subscription Period the Customer shall be entitled to continuing access to (i) the content within the Publications that were published for the first time during the Subscription Period as applicable per each Customer on the same terms as this Agreement, and (ii) any content within journals that were purchased on a perpetual access basis under previous agreements as applicable per Customer on the terms and conditions of such previous agreements, except that the provisions set out in Clauses 2, 3, and 4 herein shall apply to such previously purchased Journals and will take priority over any conflicting terms in such previous agreements, and provided in each case of (i) and (ii) that the Customer shall pay any relevant hosting fees but only if the Customer no longer holds any current journal collections subscription with the Publisher. Subject to Clause 2.9 below, such continuing access will be provided via the Publisher's Server.
- 2.9 If the Publisher ceases to hold the publication rights of any of the Publications and is no longer able to provide the access hereunder, or if the Publisher does not wish to continue hosting all or any of the Publications, the Publisher shall, subject to Clause 4.5, ensure that continuing access is provided either:
- 2.9.1 by the new publisher of the relevant Publication; or
  - 2.9.2 through Portico, CLOCKSS, or a similar third party archive and in such case the Publisher shall provide all relevant details of the Customer to the third party in order to enable access to the third party archive by the Customer. Such access will be subject to Customer fulfilling the third party's terms and condition for access; or
  - 2.9.3 by providing the Customer with an electronic copy of the relevant Publications for the purpose of local hosting by the Customer in an electronic medium which conforms to normal industry standards and is mutually agreed between the parties which will be delivered to the Customer or to a central archiving facility operated on behalf of the Customer, and which mounting and access to such archival copies shall be in accordance with clause 2.10 below.
- 2.10 In relation to the archival copies of the Publications received by the Customer in accordance with clause 2.9.3 above, the Customer is permitted to mount the archival copies of the Publications supplied by the Publisher, communicate, make available and provide access to such Publications via a Secure Network to Authorised Users only, in accordance with the terms of this Agreement. The Customer is further permitted to re-format the Publications contained in the archival copies supplied by the Publisher in any way to ensure their future preservation and accessibility in accordance with this Agreement.
- 2.11 This Agreement shall be deemed to complement and extend the rights of the Customer and Authorised Users under the Finnish Copyright Act (404/1961) ("Act") and EC Copyright Directive (2001/29/EC) ("Directive") and nothing in this Agreement shall constitute a waiver of any statutory rights held by the

Customer or Authorised Users from time to time under the Act and the Directive or any amending legislation.

### **3. RESPONSIBILITIES OF THE CUSTOMER**

- 3.1 The Customer will provide through the Consortium acting on its behalf a list of valid IP addresses to the Publisher necessary to enable the Publisher to set up and activate the Customer's subscription to the Publications, and update those lists as and when any IP addresses are updated.
- 3.2 The Customer will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Publications online via the Customer's Secure Network.
- 3.3 The Customer shall:
  - 3.3.1 issue any Passwords used to access the Publications only to Authorised Users and notify all Authorised Users not to divulge any passwords to any third party;
  - 3.3.2 use reasonable efforts to ensure that only Authorised Users are permitted access to the Publications by means of the Customer's Secure Network; and
  - 3.3.3 use reasonable efforts use reasonable efforts to notify Authorised Users of the permitted and prohibited uses.
- 3.4 The Customer will notify Publisher as soon as practicable if it becomes aware of any of the following: (a) any unauthorised use of any of the Password(s); and (b) any breach by an Authorised User of the terms of this Agreement (and the circumstances surrounding any unauthorised use or breach shall be included in such notification); and (c) on becoming aware of any claim by any third party that the Publications infringes an intellectual property or proprietary right of any third party.
- 3.6 Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Customer shall promptly initiate disciplinary procedures in accordance with the Customer's standard practice.
- 3.7 The Customer shall not be held liable for breach of this Agreement by an Authorised User provided that the Customer did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 3.8 For the avoidance of doubt, each Customer will only be liable for its own actions and/or defaults.

### **4. RESPONSIBILITIES OF PUBLISHER**

- 4.1 Publisher shall provide the Customer with access to the Publications via the World Wide Web by means of the use of IP address authentication.
- 4.2 Publisher shall use all reasonable efforts:
  - 4.2.1 to make the Publications available by means of the World Wide Web to the Customer throughout the Subscription Period.
  - 4.2.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;
  - 4.2.3 to restore access to the Publications as soon as possible in the event of an interruption or suspension of the service.
- 4.3 Publisher agrees to make available to the Customer a monthly COUNTER compliant usage report throughout the Subscription Period detailing the level of use of the Publications by the Customer's Authorised Users per month. If any usage reports are not made available due to a failure by the party providing such reports on behalf of the Publisher, the Publisher shall use its best efforts to resolve the

failure as quickly as possible. This report will not identify individual Authorised User usage, but will be provided in respect of the IP address range(s) given by the Customer as a whole. The Publisher will not be able to provide accurate usage reports if the Customer stores the Publications on any cache or proxy server, or accesses the Publications through an agent gateway.

- 4.5 The Publisher reserves the right to withdraw from the Publications content which it has reasonable grounds to believe infringes copyright or is defamatory, obscene or unlawful without incurring any liability to the Consortium.
- 4.6 The Publisher reserves the right to suspend access to the Publications in the event of any unauthorised use of the Publications. As far as is reasonably possible, the Publisher shall exercise the right to suspend in a manner that is appropriate to the unauthorised use, and the Publisher will aim to limit suspension to the offending ip-address where this is reasonably and practically possible. For the avoidance of doubt any such denial of access will not entitle the Customer to any rebate of Charges.
- 4.7 The Publisher will use best efforts to provide the Publications with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time per subscription, with a maximum 4% down-time including schedule maintenance and repairs performed at a time to minimise inconvenience to the Customer and its Authorised Users and restore the service as soon as possible in the event of an interruption or suspension of service. For the avoidance of doubt, unexpected maintenance may occur and the Publisher endeavours to inform the Customer as soon as possible in such circumstance. If there is less than 96% up time calculated at the end of each year of the Subscription Period the Publisher shall offer the Customer a pro-rated refund which refund may be reflected on the invoice relating to the Charges payable for the following year period where such option is available.
- 4.8 The Publisher shall provide web based user training.
- 4.9 The Publisher shall use all reasonable efforts to meet the W3C standards ([www.w3.org/WAI/Resources/#in](http://www.w3.org/WAI/Resources/#in)) in order to ensure that the Publications is accessible to all Authorised Users of the Customer.
- 4.10 The Publisher shall adhere to the specifications of the Transfer Code of Practice (<http://www.uksg.org/transfer/code>).
- 4.11 The Publisher shall use its best endeavours to adhere to the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).
- 4.12 The Publisher shall provide to the Consortium before December 31 of each year within the Subscription Period, in KBART-compliant format, an itemized holdings report that specifies the Publications accessible to each Customer as well as Eligible Journals for the upcoming calendar year.
- 4.13 The Publisher agrees to make the data relating to the Publications available to Customer's discovery service system provider Ex Libris, and the parties acknowledge that Ex Libris make the data available through affiliated discovery systems (such as Central Discovery Index) and linking services for indexing and discovery purposes.

## **5. CUSTOMER OPTIONS: UPGRADING, OPTING IN, AND OPTING OUT**

- 5.1 No later than 31 October in each calendar year of the Subscription Period, the Publisher shall notify the Consortium of the following information applicable for the following calendar year:
  - (i) the Publications that will be included in the new collection, and the Charges applicable for access to such new collection; and
  - (ii) any Publications leaving the then-existing collection, and the applicable Charges for access to the then-existing collection (less any such leaving Publications). For clarity, the Charges will not be higher than stated in Schedule C.

The Consortium shall confirm to the Publisher within 45 days of such notification whether each Customer is (a) upgrading to the new collection on the basis of (i) above, or (b) continuing with the existing collection



(less any such leaving Publications) on the basis of (ii) above.

5.2 The Customer may opt out from this Agreement during the Subscription Period. Notice of such a decision to opt out must be given in writing by the Consortium to the Publisher no later than 30 November in each year of the Subscription Period. Following receipt of such notice by the Publisher, at the end of such year, the IP range of such Customer will be excluded and such Customer will lose access to the Publications, the Customer will no longer be able to publish OA Articles, and the Customer Agreement for such Customer will terminate. In the event of any opt out, the relevant Customer's share of the Charges will be deducted from the Charges for the next calendar years of the Subscription Period. For the avoidance of doubt, any such Customer termination shall not affect any rights and obligations of the other Customers.

5.3 New customers have the right to individually opt in to this Agreement throughout the Subscription Period. Notice of such a decision to opt in must be given in writing to the Publisher no later than 30 November in each year of the Subscription Period. In such event:

5.3.1 the corresponding Charges for access to the Publications will be agreed in accordance with the pricing calculation agreed between the parties, and such Charges shall be paid annually by the Consortium on the Customers' behalf in accordance with clause 3.1 of the Consortium Agreement;

5.3.2 In consideration for payment of such Charges, the Publisher will agree to enter into a Customer Agreement and all applicable schedules and annexes to this Agreement, with that new member Customer; and.

5.3.3 following the Consortium providing the Publisher the relevant access control details (contact details, ip-ranges) relating to such new member Customer, the Publisher will provide such new member Customer with access to the Publications and, open access publishing services, with effect from 1<sup>st</sup> of January of the following year and for the remainder of the Subscription Period in accordance with this Agreement.

5.4 The parties acknowledge that 'Tampere University of Applied Sciences' and 'Tampere University including Tampere University Hospital' (both Customers), share the same IP address(es). Consequently, both such Customers are required to, as applicable and in accordance with the terms herein: upgrade to the new collection, or continue with the existing collection, and/or opt out from this Agreement, on a collective basis.

## **6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

6.1 The Customer acknowledges that all copyrights, patent rights, Publisher Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications (collectively the "Publisher Intellectual Property"), are the sole and exclusive property of Publisher or its licensors and that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to use the Publications in accordance with the terms and conditions of this Agreement.

## **7. REPRESENTATIONS AND WARRANTIES**

7.1 PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS CONFERRED HEREIN TO THE CUSTOMER AND THAT THE PUBLICATIONS USED AS PERMITTED IN THIS AGREEMENT DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.

7.2 SAVE AS PROVIDED ABOVE, PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.

- 7.3 IN NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 7.4 SAVE AS PROVIDED IN CLAUSE 7.7. IN NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE PUBLICATIONS.
- 7.5 SAVE AS PROVIDED IN CLAUSE 7.7 THE PARTIES AGREE THAT THE ENTIRE LIABILITY OF EITHER PARTY ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE LICENSED WORKS SHALL BE THE REFUND OF ANY CHARGES PAID UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
- 7.6 THE PUBLISHER WARRANTS AND REPRESENTS TO THE CUSTOMER THAT THE PUBLICATIONS AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN ARE OWNED BY OR LICENSED TO THE PUBLISHER AND THAT THE PUBLICATIONS USED AS CONTEMPLATED IN THIS AGREEMENT DOES NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURAL OR LEGAL PERSON.
- 7.7 PUBLISHER SHALL DEFEND, INDEMNIFY, AND HOLD THE CUSTOMER HARMLESS AGAINST ALL CLAIMS, SUITS, PROCEEDINGS, LOSSES, LIABILITIES, AND DAMAGES (INCLUDING COSTS, EXPENSES, AND REASONABLE ATTORNEY'S FEES) ASSERTED BY THIRD PARTIES AGAINST THE CUSTOMER WHICH ARISE OUT OF ANY ACT OR OMISSION BY THE PUBLISHER THAT CONSTITUTES A BREACH OF THE PUBLISHER'S WARRANTIES HEREUNDER. THIS INDEMNITY SHALL NOT APPLY IF THE CUSTOMER HAS USED THE PUBLICATIONS IN ANY WAY NOT PERMITTED BY THIS AGREEMENT, AND SUCH USE HAS CAUSED THE LOSS, DAMAGE, COST, LIABILITY OR EXPENSE. THIS INDEMNITY IS CONDITIONAL ON THE CUSTOMER; (A) AS SOON AS REASONABLY PRACTICAL, GIVE WRITTEN NOTICE OF THE CLAIM TO THE PUBLISHER, SPECIFYING THE NATURE OF THE CLAIM IN REASONABLE DETAIL; (B) NOT MAKING ANY ADMISSION OF LIABILITY AGREEMENT OR COMPROMISE IN RELATION TO THE CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF THE PUBLISHER; (C) GIVING THE PUBLISHER AND ITS PROFESSIONAL ADVISERS ACCESS AT REASONABLE TIMES (ON REASONABLE PRIOR NOTICE) TO ITS PREMISES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR ADVISERS, AND TO ANY RELEVANT ASSETS, ACCOUNTS, DOCUMENTS AND RECORDS WITHIN THE POWER OF CONTROL OF THE CUSTOMER AS SO TO ENABLE THE PUBLISHER AND ITS PROFESSIONAL ADVISERS TO EXAMINE THEM FOR THE PURPOSE OF ASSESSING THE CLAIM AND; (D) GIVING TO THE PUBLISHER SOLE AUTHORITY TO AVOID, DISPUTE, COMPROMISE OR DEFEND THE CLAIM. NO LIMITATION OF LIABILITIES APPLIES.

## **8. TERMINATION**

- 8.1 The Customer may terminate this Agreement at any time for convenience provided that no refund of any payments shall be due. When the Agreement is terminated the respective Customer's share of the Charges will be deducted from the Charges.
- 8.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Customer of the provisions of Clause 3.3 above would constitute a material breach of this Agreement. For avoidance of doubt the termination and its consequences will only apply to the Customer in question.

When the Agreement is terminated the respective Customer's share of the Charges will be deducted from the Charges.

- 8.3 Publisher shall be entitled to terminate this Agreement forthwith in the event the Publisher terminates the agreement between the Consortium and the Publisher in respect of the Publications due to failure by the Consortium to pay the Charges due to Publisher thereunder.

## **9. GENERAL**

- 9.1 This Agreement is personal to the Customer and the rights granted under it do not extend to its subsidiary or parent organisations, nor may such rights be assigned or sublicensed.
- 9.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Licence, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Customer shall be marked for the attention of the person whose contact details are given in the Schedule as well as the Consortium contact details given in Clause 7.3 of the Consortium Agreement.
- 9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.
- 9.4 Neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 9.5 No provision in this Agreement is intended to be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 9.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 9.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
- 9.8 This Agreement shall be deemed to complement and extend the rights of the Customer and Authorised Users under the Finnish Copyright Act (404/1961) ("Act") and EC Copyright Directive (2001/29/EC) ("Directive") and nothing in this Agreement shall constitute a waiver of any statutory rights held by the Customer or Authorised Users from time to time under the Act and the Directive or any amending legislation.
- 9.9 This Agreement including all Schedules is not confidential and the Publisher acknowledges that the Consortium and/or Customer is intending to publish the Agreement including all Schedules, provided that all personal data will be blacked out (otherwise known as redacted).


## **SCHEDULE E**

### **OPEN ACCESS**

Under this Schedule E, the Publisher and the Customer (represented by the Consortium via a power of attorney) establish a legal and economic framework to allow authors from the Customer to have articles published on an open access basis in Eligible Journals as part of the agreement between Oxford University Press and the Customer, as further described in this Schedule E.

#### **1 DEFINITIONS**

1.1 In this Schedule, the following terms have the following meanings:

"Author Agreement"	the agreement governing the publication of an OA Article between the author of such article and the owner of the relevant Journal (as indicated in Schedule B), such agreement to include details of the OA Licence applicable to such article
"Article Processing Charge"	the charge for the publication of an OA Article, as set by the relevant owner of the Journal or as specified in this Agreement
"Charge Request"	a request from an Eligible Author to use the OA Article Allowance to cover the charge for the publication of an OA Article
"Eligible Author"	the corresponding author of an article and who is an Authorized User (excluding walk-in-users) of the Customer
"Eligible Journal(s)"	the Journal(s): (i) listed in Schedule B as being eligible journals as may be updated from time to time by the Publisher, and/or (ii) notified to the Consortium in writing as being eligible journals
"Name of Account"	the name of the OA Account as agreed in writing by the Publisher and the Consortium
"OA Account"	Publisher's open access account(s) which allows Eligible Authors to use the OA Article Allowance in accordance with the terms of this Agreement
"OA Account Dashboard"	the unique user interface for the OA Account accessible via a link provided by Publisher, to which the Consortium will have access
"OA Account User Name and Password"	the unique username and password issued by the Publisher to the Consortium to access the OA Account
"OA Article"	an article (i) written by an Eligible Author, (ii) accepted for publication in an Eligible Journal and (iii) which is Received Into Production during the Subscription Period; subject to the terms of the Author Agreement
"OA Article Allowance"	the number of articles that may be published as OA Articles in accordance with the terms of this Schedule E as set out in Clause 7 below
"OA Contact Person"	 or any other person duly authorised by the

Consortium for administrating the OA Account as notified to Publisher in writing.

“OA Contact Person Details”

The following information:

The postal address of the OA Contact Person’s institution;	The National Library of Finland / FinELib P.O.Box 15 (Unioninkatu 36) FI-00014 University of Helsinki
The OA Contact Person’s email address;	finelib@helsinki.fi

“OA Licence”

one or more of the following Creative Commons licences offered by the owners of the Journals and used for publication by the Publisher of an OA Article as agreed in the Author Agreement and as listed in Schedule B as such list may be updated from time to time by the Publisher: CC BY 4.0, CC BY-NC 4.0, and CC BY-NC-ND 4.0, and any updated versions of the such licenses as may be made available by the owners of the Journals from time to time during the Subscription Period

“Received Into Production”

the accepted manuscript of an article that has entered into the Publisher’s production process prior to publication

## **2 RIGHT OF DELEGATION**

2.1 The parties acknowledge and agree that:

- 2.1.1 an Eligible Author may authorise another individual to log into the Publisher’s online licensing and payments system to make a Charge Request on the Eligible Author’s behalf. In such cases, references in this Schedule E to an Eligible Author in connection with making a Charge Request will be construed as a reference to such other individual; and
- 2.1.2 the Consortium may authorise any of its employees to access and manage the OA Account Dashboard using the OA Account User Name and Password assigned to the Consortium in accordance with the procedure set out in this Schedule E.

## **3 SETTING UP THE OA ACCOUNT**

- 3.1 The Consortium acknowledges and agrees that all notifications and queries to be made by the Publisher to the Consortium relating to the use of the OA Account in accordance with this Schedule E, will be directed to the OA Account Contact Person.
- 3.2 The OA Account will be promptly activated by the Publisher following (i) receipt of the OA Account Contact Details, (ii) issuance of the invoice(s) to the Consortium, and (iii) notification of the OA Account User Name and Password to the Consortium. The Consortium shall inform the Publisher as soon as possible of any changes to the OA Contact details.
- 3.3 Following activation of the OA account, the Publisher shall promptly provide the Consortium with a list of articles that were eligible for publication as OA Articles hereunder between the Effective Date and date of activation. If the Consortium approves use of the OA Article Allowance for such articles, the Publisher shall arrange for such articles to be converted to OA Articles via the OA Account, unless the Eligible Author opts out, and the OA Article Allowance will be reduced accordingly.
- 3.4 The Publisher reserves the right to suspend the OA Account in case of late payment of the Charges by the Consortium and the Consortium fails to pay the same within 30 (thirty) days of being given written notice to do so by the Publisher.

- 3.5 The parties acknowledge that as of the start of the Subscription Period, the Consortium will manage the OA Account as permitted hereunder (including accessing the OA Account Dashboard and reviewing and approving/rejecting Charge Requests). If the parties agree during the Subscription Period that the Customers will have the right instead to manage the OA Account, the parties will enter into an addendum to this Agreement to record the necessary changes to this Schedule E.

#### **4 WORKFLOW: IDENTIFICATION OF ELIGIBLE AUTHORS, CHARGE REQUESTS AND USE OF OA ARTICLE ALLOWANCE**

- 4.1 The Consortium acknowledges that authors are responsible for making Charge Requests, in accordance with this Agreement.
- 4.2 Eligible Authors are encouraged to identify themselves by their institutional email address.
- 4.3 It is the Customer's responsibility to provide all valid email domains for identification of Eligible Authors and to update the Publisher of any changes as soon as reasonably practicable. The Publisher will notify Eligible Authors via email when their article is Received Into Production, using the email address provided by the Eligible Author.
- 4.4 The Publisher shall use reasonable efforts to indicate to Eligible Authors that they have the right to publish OA Articles in accordance with the terms and conditions of this Agreement and that Eligible Authors will not need to pay Article Processing Charges for such publication if paid for through this Agreement. The Consortium may make suggestions as to the wording to be included in communications from the Publisher to Eligible Authors hereunder, it being agreed and acknowledged however that the final decision in respect of the content of such communications shall rest with the Publisher.
- 4.5 Eligible Authors whose articles are accepted for publication by the Publisher will be required to choose an OA Licence with the Publisher to make a Charge Request. Such Eligible Authors will be presented with the option to select CC BY 4.0 as the first open access licence option (where such licence is available). The Publisher will use its best efforts to ensure that Eligible Authors are provided information about the licensing preference (being CC BY) of the Customer with whom they have declared to be affiliated. For the avoidance of doubt, Eligible Authors will retain copyright to their OA Articles for those Journals that allow for this as identified in Schedule B.
- 4.6 In each calendar year of the Subscription Period, the Consortium may Approve Charge Requests up to the OA Article Allowance for each such year (as indicated in clause 7).
- 4.7 Once a Charge Request has been made by an Eligible Author, the Consortium will be informed of the same via email and shall review the Charge Request as quickly as possible to ensure the timely production and publication of the OA Article and shall exercise its right to approve or reject the Charge Request via the OA Account Dashboard.
- 4.8 Where a Charge Request has been approved, the OA Article Allowance will be reduced by one. The Publisher reserves the right to reject Charge Requests that have not been accepted within 14 calendar days after the date of the Charge Request.
- 4.9 The Customer via the Consortium is solely responsible for verifying that an Eligible Author is affiliated with the Customer and is therefore eligible to use the OA Article Allowance (ii) any information relating to the affiliation of an Eligible Author to a Customer provided by the Publisher to the Consortium will be based on the information as provided by the Eligible Author, and (iii) Publisher will not under any circumstances be responsible for verifying the identity of any Eligible Author or the validity of any Charge Request made by any Eligible Author.
- 4.10 Publisher and the Consortium will review the verification process as set forth herein on regular basis during the duration of the Agreement and will work collaboratively to address any workflow issues that have been identified.

#### **5 PUBLICATION**

- 5.1 OA Articles will be published online on Publisher's Server under the terms of the relevant OA Licence. Publisher will clearly indicate the OA Articles that are available on an open access basis in the Eligible Journals and clearly mark the Creative Commons license in the article.
- 5.2 The OA Article Allowance is intended to be for peer-reviewed primary research articles (a list of such peer reviewed article types has been provided by the Publisher and may be updated from time to time if necessary by the Publisher), but the parties acknowledge that the Publisher is, as of the Effective Date, unable to stop other types of articles from being referred. For the avoidance of doubt, if Charge Requests are approved for such other types of articles, such approval will not be considered a breach of this Agreement.
- 5.3 Upon publication of the OA Article, Publisher will deliver article metadata including OA Licence information to CrossRef and other relevant third parties. Publisher will use reasonable efforts to meet the NISO recommended practice Access and License Indicators (NISO RP-22-2015) and NISO recommendations for Mechanisms for Distributing Metadata.
- 5.4 Publisher shall deposit OA Article in Portico, CLOCKSS, or a similar third party archive.
- 5.5 Any journal that was an Eligible Journal at the start of a calendar year and which becomes a fully open access journal sometime during such calendar year will remain an Eligible Journal for the remainder of such calendar year, but will no longer be an Eligible Journal from the start of the next calendar year of the Subscription Period (if any).

## **6 REPORTING**

- 6.1 The Consortium may view the remaining OA Article Allowance, transaction history and download reports via the OA Account Dashboard at any time. Such reports will contain details of the articles which have made use of the OA Article Allowance (as well as details of any other articles which were referred to the OA Account), including the following:
  - 6.1.1 manuscript title;
  - 6.1.2 DOI;
  - 6.1.3 journal ISSN;
  - 6.1.4 OA Licence type;
  - 6.1.5 Eligible Author name;
  - 6.1.6 Eligible Author institution;
  - 6.1.7 referral date; and
  - 6.1.8 funder (if and as provided in the Charge Request).
- 6.2 By the end of February 2021, and every three to four months thereafter during the Subscription Period (as such timeframe may be amended by the parties from time to time), the Publisher shall provide the Consortium with a report of articles by Eligible Authors which have been Received Into Production over the previous three or four month period (as applicable). Each such report shall include, where available, the following information based on the information provided by the Eligible Author on submission of an article:
  - 6.2.1 name of the Eligible Author, with its email address and ORCID;
  - 6.2.2 name of the Customer based on information provided by the Eligible Author;
  - 6.2.3 article title;

- 6.2.4 article type;
  - 6.2.5 Received Into Production date;
  - 6.2.6 OA Licence selected by the Eligible Author;
  - 6.2.7 Eligible journal title;
  - 6.2.8 Eligible journal ISSN;
  - 6.2.9 DOI.
- 6.3 The Publisher shall also provide the Consortium, within the timeframes specified in clause 6.2, with a list of articles that were eligible for publication as OA Articles where the Eligible Author selected to publish either (i) on a subscription basis, or (ii) open access under a CC BY-NC or CC BY-NC-ND licence where a CC BY licence was available at the time of such selection. If, following the receipt of such list:
- 6.3.1 the Consortium approves use of the OA Article Allowance for articles identified under (i) above, and there are sufficient articles remaining in the OA Article Allowance, and the Eligible Author does not opt out, the Publisher shall arrange for such articles to be converted to OA Articles via the OA Account, and the OA Article Allowance will be reduced accordingly;
  - 6.3.2 the Consortium requests that the open access licence be changed from CC BY-NC or CC BY-NC-ND to CC BY, for articles identified under (ii) above, the Publisher shall arrange for such change accordingly, unless the Eligible Author opts out.
- 6.4 For clarity: if an Eligible Author, the Consortium, or the Customer, identifies articles that have been published on the basis of (i) or (ii) of clause 6.3 above, whether before or after the Publisher supplies the list described in clause 6.3, the Publisher shall follow the process as described under clauses 6.3.1 and 6.3.2 (as applicable) above if requested by the Consortium.

## 7 OA ARTICLE ALLOWANCE

- 7.1 During the Subscription Period, the Publisher shall make available to the Customer the following OA Article Allowance in the following periods:

Year	Total OA Article Allowance
Year 1 2021	248
Year 2 2022	<p>The total number of OA Articles verified through the OA Account in 2021 (as confirmed by the Publisher)</p> <p>MINUS the OA Articles verified through the OA Account from customers which leave the agreement for 2022</p> <p>PLUS the number of articles (as confirmed by Publisher) published during 2020 in new Journals added to this Agreement in 2022 by Eligible Authors affiliated with Customers upgrading to the 2022 full Journals collection</p> <p>PLUS the 2020 article output of customers joining the agreement in Eligible Journals and in new journals added to this Agreement in 2022</p> <p>PLUS 10%</p> <p>PLUS any unused OA Article Allowance remaining on 31 December 2021</p>



Year 3 2023	<p>The total number of OA Articles verified through the OA Account in 2022(as confirmed by the Publisher)</p> <p>MINUS the OA Articles verified through the OA Account from customers which leave the agreement for 2023</p> <p>PLUS the number of articles (as confirmed by Publisher) published during 2021 in new Journals added to this Agreement in 2023 by Eligible Authors affiliated with Customers upgrading to the 2023 full Journals collection</p> <p>PLUS the 2021 article output of customers joining the agreement in Eligible Journals and in new journals added to this Agreement in 2023</p> <p>PLUS 10%</p> <p>PLUS any unused OA Article Allowance remaining on 31 December 2022</p>
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- 7.2 Any amount of the OA Article Allowance remaining in the OA Account at the end of the Subscription Period will not rollover and will be forfeited.

## **8 EDITORIAL INDEPENDENCE**

- 8.1 Both parties recognise that neither the Consortium nor the Customer will be involved in the editorial processes governing the publication of OA Articles.
- 8.2 The Publisher is not obligated to accept or publish any article submitted to the Publisher by an Eligible Author on the basis of this Agreement. The Consortium and the Customer recognise that the selection of content that is published on the Publisher's platform is entirely at the Publisher's discretion.
- 8.3 The Consortium and the Customer relinquish all possibly due claims towards the Publisher resulting from the Publisher's rejection in good faith to publish content, either entirely or partially, submitted by an Eligible Author.

## **9 RESPONSIBILITIES**

- 9.1 The Consortium shall, and procures that any persons authorised to access the OA Account shall, at all times, keep the OA Account User Name and Password secure and must not permit any third party to use or have access to the OA Account User Name and Password. The Consortium shall notify Publisher as soon as possible if the Consortium suspects that any third party has obtained access to the OA Account User Name and Password and Publisher will invalidate that password following receipt of such notice. Publisher reserves the right at any time to invalidate an OA Account User Name or Password if security may have been compromised. Any instruction, notice, acceptance or rejection of Charge Requests or other communications made by any person using the account username with the correct and valid password will be deemed to be authorised by the Consortium. Publisher will not seek to verify the IP address from which the OA Account Dashboard is accessed.
- 9.2 The Consortium warrants, represents and undertakes to Publisher that:
- 9.2.1 all persons accessing and managing the OA Account Dashboard are the Consortium's employees duly authorised by the Consortium, and all instructions, notices and other communications made by any such person under this Schedule E are within the authority of that person; and
- 9.2.2 the Consortium has notified each person permitted to access the OA Account Dashboard or manage the OA Account in accordance with this Schedule E, that use of the OA Account is subject to the terms and conditions of this Schedule E.

**SCHEDULE F**

*ANNEX*

'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

Customers as listed in Schedule A (name)

\_\_\_\_\_  
(address and country of  
establishment)

hereinafter

"data exporter" and

THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD  
TRADING AS OXFORD UNIVERSITY PRESS ("OUP") (name)

of Great Clarendon Street, Oxford OX2 6DP, United Kingdom (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<sup>(1)</sup> 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 authorisation 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<sup>(2)</sup>, or
  - (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects:

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Initials of data importer:

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- (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).

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(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.

- (b) 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.
- (c) 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: 18.1.2025

\_\_\_\_\_  
FOR DATA IMPORTER

\_\_\_\_\_  
FOR DATA EXPORTER

\_\_\_\_\_  
Director, National Library Networks Services

\_\_\_\_\_  
The National Library of Finland

## ANNEX A

### 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:

*Authorised users as defined in the agreement.*

**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 customer 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 customer institutions.*

**Recipients**

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

*To the importer's own systems...*  
.....  
.....

**Sensitive data (if appropriate)**

The personal data transferred concern the following categories of 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 customer institutions for whom the agreement

is renewed). During the agreement term data that is no longer up to date or valid must be deleted.

**Contact points for data protection inquiries**

**Data importer**

**Data exporter**



The National Library of Finland

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