

SUBJECT TO CONTRACT

This License Agreement is agreed between

1) Royal Society of Chemistry, 290-292 Science Park, Milton Road, Cambridge CB4 0WF, GB ("Licensor")

2) The National Library of Finland, Unioninkatu 36,(P.O.Box 15), FIN-00014 UNIVERSITY OF HELSINKI, Helsinki, Finland ("the National Library") and other members of the FinELib Consortium (the National Library and other members each the "Licensee"), the other members of the FinELib Consortium represented by the National Library via a power of attorney

Whereas the Licensor holds the rights granted under this Agreement;

and whereas the Licensee desires to use the rights and the Licensor desires to grant to the Licensee the right to use the rights for the Fee.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

Authorized Users

University, university of applied sciences:: Current members of the faculty, staff, affiliated researchers, docents and contractors of the Licensee (whether on a permanent, temporary, contract or visiting basis), individuals who are currently studying at the Licensee's institution, outsourced faculty and/or staff previously employed by the Licensee in their performance of services for and on behalf of the Licensee only, retired faculty, staff and researchers of the Licensee, who are permitted to access the Secure Network regardless of the physical location of such persons and who have been issued by the Licensee with a password or other authentication.

Research institute: Current members of the staff, affiliated researchers, docents and contractors of the Licensee (whether on a permanent, temporary, contract or visiting basis), outsourced faculty and/or staff previously employed by the Licensee in their performance of services for and on behalf of the Licensee only, retired staff, researchers and docents of the Licensee, who are permitted to access the Secure Network regardless of the physical location of such persons and who have been issued by the Licensee with a password or other authentication.

Walk-in Users

Persons who are not Authorized Users but who are permitted to access the Secure Network from computer terminals or otherwise within the physical premises of the Licensee. Walk-In Users may not be given means to access

the Licensed Material when they are not within the physical premises of the Licensee. For the avoidance of doubt, Walk-In Users may not be given access to the Licensed Material by any wireless network provided by the Licensee unless such a network is a Secure Network.

Educational Purposes

for the purpose of education, teaching, distance learning, private study, retrieving information and/or research.

Commercial Use

Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized or Walk-in-User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material.

For the avoidance of doubt, neither

- recovery of direct costs or costs required by law by the Licensee from Authorized or Walk-in-Users or from the receiving library in the case of Inter Library Loan,
- use by the Licensee, Authorized or Walk-in-User of the Licensed Material in fee based educational programs,
- use by the Licensee, Authorized or Walk-in-User of the Licensed Material in the course of research funded by a commercial organization
- nor use of the Licensed Material as a source for or quoting from it in Authorized or Walk-in User's own scientific, scholarly, and educational works including but not limited to books and articles,

is deemed to constitute Commercial Use.

Academic Works

Assignments, portfolios, theses and dissertations.

Fee(s)

The Fee(s) set out in Schedule 3 or in new Schedules to this Agreement which may be agreed by the parties from time to time

Licensed Material

The material listed in Schedule 2, or in new Schedules to this Agreement which may be agreed by the parties from time to time.

Intellectual Property Rights

Patents, trademarks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights.

Finna

Finna is a national online information search service which provides access to the digital information and services of libraries, archives and museums. Finna is maintained by the National Library of Finland. It is based on software developed from VuFind. A metadata aggregation service, Primo Central Index by Ex Libris, is used as a way to access licensed materials in Finna. SFX is used for managing licensed content and as OpenURL link resolver.

Secure Authentication

Access to the Licensed Material by Internet Protocol ("IP") ranges or by a username and password provided by the Licensee or by other means of authentication agreed between the Licensor and the Licensee from time to time.

Secure Network

A network, which is only accessible to Authorized and Walk-in-Users by Secure Authentication.

Server

The server, either the Licensor's server or a third party server designated by the Licensor, on which the Licensed Material is mounted and may be accessed.

Text and Data Mining

A machine process by which information may be derived including but not limited to by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

Discovery Services

User interface and search systems for discovering and displaying content from local, database and web-based sources.

Term

The Term of this Agreement is 1.1.2020 - 31.12.2021.

1.2. Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. AGREEMENT**2.1. License grant**

The Licensor agrees to grant the Licensee as specified in Schedule 1 and as amended from time to time by the Parties, a non-exclusive and non-transferable right to access and use the Licensed Material and to allow Authorized and Walk-in Users to access and use the Licensed Material throughout the Term of this Agreement via a Secure Network for Educational Purposes and administrative purposes associated with the normal practices and activities of the Licensee and the Licensee agrees to pay the Fee. The right specified in this clause is granted in all countries of the world.

3. PERMITTED USES

3.1. This Agreement shall be deemed to complement and extend the rights of the Licensee, Authorized and Walk-in-Users under the Finnish Copyright law and nothing in this Agreement shall constitute a waiver of any statutory rights held by the Licensee, Authorized and Walk-in-users from time to time under the law or any amending legislation.

3.2 In the event that any content included in the Licensed Material is in the public domain or has been issued under a Creative Commons or other open license, Licensor shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

3.3. In the event of any conflict between the Permitted Uses in this section 3 and any terms and conditions communicated to Authorized and Walk-in -Users at the website where the Licensed Material is provided this Agreement shall prevail.

3.2. Licensee may:

- 3.2.1. Allow Authorized and Walk-in-Users to have access to the Licensed Material from the Server via a Secure Network.
- 3.2.2. Supply for Inter Library Loan purposes to another library in Finland or information service to provide for its user part of the Licensed Material by post or fax or electronically including but not limited to email. The electronic file must be deleted immediately after printing and the user must receive a print copy and not an electronic one.
- 3.2.3. Display, save electronically, print and distribute (also on the Licensee's public website) parts of the Licensed Material including trademarks, logos and screenshots for the purpose of promotion or for training Authorized and Walk-in-Users.
- 3.2.4. Produce translations of user guides and other promotional materials available at Licensor website (public or secure) or otherwise received from Licensor, electronically save/deposit such translations on any electronic network including networks open to the public, display and distribute such translations via any said electronic network for the purpose of promotion or for training Licensee's Authorized and Walk-in-Users and for the use of other Licensees for the same purpose.
- 3.2.5. Produce audio visual works that include parts of the Licensed Material (including trademarks, logos and screenshots), electronically save/deposit such works on any electronic network including networks open to the public, distribute and publicly perform such works via any said electronic network for the purpose of promotion or for training Authorized and

Walk-in-Users and for the use of other Licensees for the same purpose.

3.2.6. Copy and/or download metadata regarding the Licensed Material and make it perpetually available without charge in the following internal or publicly available online systems in Licensee'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 materials authored or co-authored by the Licensee's faculty, students, staff or affiliated researchers may be used for institutional repositories, research publications portals and institutional research information systems.

3.2.7. Allow the Licensed Material to be searched by Authorized and Walk-in-Users via Finna or other portal in the Licensee's use provided that the terms of this Agreement are upheld.

3.2.8. Gather usage data via Finna or other information retrieval portal in the Licensee's use.

3.3. Authorized Users and Walk-in-Users may:

3.3.1. Search, retrieve, download, view and display the Licensed Material.

3.3.2. Electronically save copies of parts of the Licensed Material.

3.3.3. Print off single copies of parts of Licensed Material.

3.3.4. Distribute single copies of parts of the Licensed Material in print or electronic form including email to third parties outside the Licensee for the purposes of scientific research and communication or to be used for the basis of discussion groups. This sharing must be incidental and non-systematic and in no case for resale or commercial purposes.

3.3.5. Publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other such similar activity.

- 3.3.6. Reading impaired Authorized and Walk-in-Users may use Braille displays, voice synthesizers and other devices to enable use of the Licensed Material.
- 3.3.7. Extract and use excerpts from the Licensed Material for academic research, scholarship, and other educational purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.
- 3.3.8. Where such uses are permitted under the copyright laws of Finland, use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Material in the Authorized User's own scientific, scholarly, and educational works including but not limited to books and articles.
- 3.3.9. Use the Licensed Material to perform and engage in Text and Data mining activities.

3.4. Authorized users may:

- 3.4.1. Make a reasonable number of photocopies of parts of the Licensed Material.
- 3.4.2. Distribute parts of the Licensed Material in print or electronic form including email to other Authorized and Walk-in-Users. This shall include the distribution of a copy for teaching purposes to each individual student Authorized User taking part in a course at the Licensee's institution.
- 3.4.3. Incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are reading impaired.
- 3.4.4. Incorporate parts of the Licensed Material in printed or electronic form in Academic Works, including reproductions of the Academic Works for personal use and library deposit, if such use conforms to the customary and usual practice of the Licensee. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such

Academic Works. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner.

4. PROHIBITED USE

The Licensee, Authorized Users or Walk-In-Users may not:

- 4.1.** Permit anyone other than Authorized or Walk-In-Users to access or use the Licensed Material, save as permitted in this Agreement
- 4.2.** Systematically make printed or electronic copies of multiple extracts of the Licensed Material save as permitted in this Agreement.
- 4.3.** Display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network save as permitted in this Agreement.
- 4.4.** Use the whole or any part of the Licensed Material for any Commercial Use or any purpose other than Educational and/or administrative purposes.
- 4.5.** Remove or alter the authors' names or the Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Material save as permitted in this Agreement.
- 4.6.** Publish, distribute or make available the Licensed Material, works based on the Licensed Material or works which combine it with any other material, save as permitted in this Agreement.
- 4.7.** Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a screen, to Authorized and Walk-in Users save as permitted in this agreement. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. LICENSOR'S UNDERTAKINGS

The Licensor shall:

- 5.1.** Provide access to the Licensed Material via the World Wide Web by means of the use of IP address authentication or by other means agreed between the National Library acting on behalf of the Licensee and the Licensor from time to time.
- 5.2.** Make the Licensed Material available to the Licensee from the Server at the start of the Agreement Term. The Licensor will notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Material (including but not limited to digital rights management systems and

watermarking). If the changes render the Licensed Material less useful in a material respect to the Licensee, the Licensee may within thirty days of such notice treat such changes as a material breach of this Agreement.

- 5.3.** Provide sufficient Server capacity and bandwidth to support the usage of the Licensee and its Authorized and Walk-in-Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
- 5.4.** Use its best endeavours to make the Licensed Materials available to the Licensee and to Authorized and Walk-in Users at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service. If the online access is continuously interrupted for a period of five (5) business days or more due to failure on the Licensors side, the Licensor shall refund to the Licensee that part of the Fee that is in proportion to the time that the Licensed Material has not been available due to interruptions in the online access.
- 5.5.** Make available the electronic copy of each journal covered by this Agreement, no later than the start of business hours on the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with the reasons therefore.
- 5.6.** The Licensor agrees to implement the following industry standards to enhance access and use of the Licensed Material. Licensor shall

- 5.6.1.** Make available fully COUNTER-compliant usage statistics by month and organisation regarding the online usage of the Licensed Material to the National Library acting on behalf of the Licensee.

In addition the Licensor make available additional usage statistics directly to the Licensee via the Licensor's or third party's website through the use of passwords issued by the Licensor.

- 5.6.2.** Use reasonable endeavours to meet the W3C standards (www.w3.org/WAI/Resources/#in) in order to ensure that

the Licenced Material is accessible to all the Authorized and Walk-in -Users of the Licensee.

- 5.6.3. Use reasonable endeavours to ensure that the Licensed Material will be compatible with standard search interfaces (e.g. Z39.50, SRU/SRW) for the term of the Agreement.
- 5.6.4. Use reasonable endeavours to adhere to the specifications of the Transfer Code of Practice (<http://www.uksg.org/transfer/code>) to ensure that the Licensed Material remains easily accessible to the Licensee and its Authorized Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;
- 5.6.5. Use its best endeavours to adhere to the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).

Licensor shall provide to the National Library acting on behalf of the Licensee before December 31 of each year within the subscription period, in KBART-compliant format, an itemized holdings report that specifies the Licensed Materials accessible to each Licensee for the upcoming calendar year.

- 5.6.6. Archive the Licensed Material to ensure that it is preserved for future scholarship in the following archiving solutions: Portico, Clockss or Lockss, and inform the National Library acting of behalf of the Licensee in which of the archiving solutions the Licensed Material may be found;
- 5.6.7. Implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
- 5.6.8. Use reasonable endeavours to enable provision of an SFX-target for the Licensed Material through ExLibris.
- 5.6.9. Make the Licensed Materials available through Licensee's Discovery Service System (Ex Libris Primo Central) for indexing and discovery purposes.

Licensor shall provide to Licensee's discovery service vendor on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee and Authorized Users.

- 5.7. Use reasonable endeavours to provide the Licensee with the necessary data to allow the Licensed Materials to be searched by Licensee's Authorized and Walk-in-Users via any information retrieval portal in the Licensee's use.
- 5.8. Provide customer support services to the Licensee, Authorized and Walk-in Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material within 2 business days in the United Kingdom of request.
- 5.9. Reserve the right at any time to withdraw from the Licensed Material any item or part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene or unlawful. If the withdrawn material constitutes more than a single article, the Licensor shall give written notice to the National Library acting on behalf of the Licensee of such withdrawal 90 days prior to the withdrawal. If the withdrawn material represents more than ten percent (10%) of the Licensed Material the Licensor shall make a pro rata refund of part of the Fee, taking into account the amount of material withdrawn and the remaining unexpired portion of the Term. Alternatively if the withdrawal results in the Licensed Material being less useful to the Licensee, it may within thirty days of such notice treat such changes as a material breach of this Agreement.

6. LICENSEE'S UNDERTAKINGS

6.1. The Licensee shall

- 6.1.1. Provide through the National Library acting on its behalf a list of valid IP addresses to the Licensor and update those lists on a regular basis.
 - 6.1.2. Use reasonable endeavours to notify Authorized and Walk-in-Users of the user terms and conditions of this Agreement.
 - 6.1.3. Use reasonable endeavours to ensure that only Authorized and Walk-in-Users are permitted access to the Licensed Materials.
 - 6.1.4. Immediately upon becoming aware of any unauthorized use or other breach, inform the Licensor and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.
- 6.2. Nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any Authorized or Walk-in-User provided that the Licensee did not cause, knowingly assist

or condone the continuation of such breach after becoming aware of an actual breach having occurred.

7. UNDERTAKINGS BY BOTH PARTIES

- 7.1.** The Licensee acknowledges that the Intellectual Property Rights in the Licensed Material are the sole and exclusive property of the Licensor or are duly licensed to the Licensor and that this Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement.
- 7.2.** For the avoidance of doubt, the Licensor hereby acknowledges that any database rights created by Authorized Users as a result of Text and Datamining of the Licensed Material as referred to in Clause 3.4.4. shall be the property of the Licensee and/or Authorized User.

8. WARRANTIES AND REPRESENTATIONS

- 8.1.** THE LICENSOR WARRANTS AND REPRESENTS TO THE LICENSEE THAT THE LICENSED MATERIAL AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN ARE OWNED BY OR LICENSED TO THE LICENSOR AND THAT THE LICENSED MATERIAL USED AS CONTEMPLATED IN THIS AGREEMENT DOES NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURAL OR LEGAL PERSON.
- 8.2.** THE LICENSOR SHALL INDEMNIFY AND HOLD THE LICENSEE HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COST, LIABILITY OR EXPENSE INCLUDING LEGAL AND PROFESSIONAL FEES ARISING OUT OF ANY LEGAL ACTION TAKEN AGAINST THE LICENSEE CLAIMING ACTUAL OR ALLEGED INFRINGEMENT OF SUCH RIGHTS. THIS INDEMNITY IS SUBJECT TO (A) THE LICENSEE PROMPTLY NOTIFYING THE LICENSOR OF ANY CLAIM OR ACTION, (B) THE LICENSOR HAVING SOLE CONTROL OF SUCH CLAIM OR ACTION, AND (C) THE LICENSEE NOT MAKING ANY ADMISSION OF LIABILITY OR AGREEING TO SETTLE OR COMPROMISE THE CLAIM OR ACTION. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS INDEMNITY SHALL NOT APPLY IF THE LICENSEE HAS AMENDED THE LICENSED MATERIAL IN ANY WAY NOT PERMITTED BY THIS AGREEMENT, AND SUCH AMENDMENT HAS CAUSED THE LOSS, DAMAGE, COST, LIABILITY OR EXPENSE.
- 8.3.** WHILE THE LICENSOR HAS NO REASON TO BELIEVE THAT THERE ARE ANY INACCURACIES OR DEFECTS IN THE INFORMATION CONTAINED IN THE LICENSED MATERIAL, THE LICENSOR MAKES NO REPRESENTATION AND GIVES NO WARRANTY EXPRESS OR IMPLIED WITH REGARD TO THE INFORMATION CONTAINED IN OR ANY PART OF THE LICENSED MATERIAL INCLUDING (WITHOUT LIMITATION) THE FITNESS OF SUCH INFORMATION OR PART FOR ANY PURPOSES WHATSOEVER AND THE LICENSOR ACCEPTS NO LIABILITY FOR LOSS SUFFERED OR INCURRED BY THE LICENSEE OR AUTHORIZED OR WALK-IN-USERS AS A RESULT OF THEIR RELIANCE ON THE LICENSED MATERIAL.

- 8.4.** THE LICENSOR WARRANTS AND REPRESENTS THAT THE LICENSED MATERIAL SUPPLIED PURSUANT TO CLAUSE 10.5 (II) SHALL BE SUPPLIED ON A MEDIUM WHICH CONFORMS TO NORMAL INDUSTRY STANDARDS.

9. LIMITATION OF LIABILITY

SAVE AS PROVIDED IN CLAUSE 8.2. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONTRACT OR NEGLIGENCE OR OTHERWISE FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (II) LOSS OF DIRECT OR INDIRECT PROFITS, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS OR FOR ANY INCREASED COSTS OR EXPENSES. IN THE EVENT THAT EITHER PARTY MAKES A CLAIM AGAINST THE OTHER FOR WHATEVER REASON (EXCLUDING 8.2.), LIABILITY (IF ANY) SHALL NOT EXCEED THE FEE PAID BY THE LICENSEE FOR THE LICENSED MATERIAL FOR A PARTICULAR CALENDAR YEAR

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

10. TERMINATION

- 10.1.** In addition to automatic termination at the end of the Term unless renewed this Agreement terminates if either party gives written notice to the other in the following circumstances:

- 10.1.1. Either party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty days of notification in writing by the other party.
- 10.1.2. Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 10.1.3. Licensee opts out during the term of the Agreement. Notice of an opt out must be given to the Licensor no later than three months prior to the end of the calendar year. The opt out will become effective on 1st of January of the following year. When the Agreement is terminated the respective Licensee's share of the Fee(s) will be deducted from the Fee(s).
- 10.1.4. A change in control of a Licensee occurs, a Licensee merges with or acquires an organization, breaks up or if changes relevant to this Agreement occur in the Licensee's permission to organize higher level education or other legislation regarding the Licensee and relevant to this Agreement. When the Agreement is terminated the respective Licensee's share of the Fee(s) will be deducted from the Fee(s).

10.2. For avoidance of doubt the termination as contemplated in clause 10.1. and all its consequences will only affect the Licensee (member of the FinELib consortium) in question.

10.3. On termination of this Agreement, copies of parts of the Licensed Material made by the Licensee, Authorized and/or Walk-In-Users may be retained. All rights and obligations of the parties automatically terminate except for those specified in sections 3 and 4 (permitted and prohibited uses), clauses 10.5.-10.10.(archival access), 8.1-8.5. (warranty, indemnity).

10.4. After termination of this Agreement for any reason the Licensor shall provide (at the option of the Licensee) each Licensee and its Authorized and Walk-in Users without charge with access to and use of the of the Licensed Material (including bibliographic information) which was published within the Term (and previous Terms as applicable per Licensee), either by

i) continuing online access to archival copies of the Licensed Material on the Licensor's server; or

ii) by supplying archival copies of the same Licensed Material in an electronic medium which conforms to normal industry standards and is mutually agreed between the parties which will be delivered to the Licensee or to a central archiving facility appointed by the Licensee.

The Licensee is also permitted achieve access to archival copies of the Licensed Material via Portico (<http://www.portico.org>) or the LOCKSS system (<http://lockss.stanford.edu>).

Access and use of archival copies of the Licensed Material shall be subject to the terms and conditions as set out in Sections 3 and 4 of this Agreement.

For avoidance of doubt it is stated that the current Licensees' predecessors' archival rights extend to the current Licensees:

- Aalto University: Helsinki University of Technology, Helsinki School of Economics, University of Art and Design Helsinki
- University of Eastern Finland incl. Kuopio university hospital: Joensuu University, Kuopio University incl. university hospital.

10.5. The Licensee is permitted to mount the archival copies of the Licensed Material supplied by the Licensor in accordance with Clause 10.5. (ii), communicate, make available and provide access to such Licensed Material via a Secure Network to Authorized and Walk-in-Users in accordance with the terms of this Agreement. The Licensee is further permitted to make such copies or re-format the Licensed Material contained in the archival copies supplied by the Licensor in any way to ensure

their future preservation and accessibility in accordance with this Agreement.

10.6. Perpetual use of metadata copied/downloaded in accordance with clause 3.2.7 during the Term (and previous Term is defined here and as applicable per Licensee) is specified in 3.2.7.

10.7. In the event that ownership of a part of the Licensed Material is sold by the Licensor or otherwise transferred to another publisher, the Licensor shall use its best efforts to retain a non-exclusive copy of the volumes published during the Term (and previous Terms as specified in 10.5.) and make them available without charge to the Licensee and its Authorized and Walk-in-Users:
i) through the Licensor's server; or
ii) by supplying such material without charge to the Licensee in accordance with the procedure described in Clause 10.5. (ii)

10.8. In the event that the Licensor ceases to publish a part of the Licensed Material (including back issues of a title as part of the Licensed Material), the Licensor shall :
i) maintain a digital archive of such Licensed Material;
ii) make the digital archive available to the Licensee and its Authorized and Walk-in-Users without charge through the Licensor's server or by supplying the digital archive to the Licensee without charge in accordance with the procedure described in Clause 10.5.(ii)

11. GENERAL

11.1. ENTIRE AGREEMENT

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

11.2. ALTERATIONS

Alterations to this Agreement and to the Schedules to this Agreement (which may be altered separately from the body of this Agreement without affecting the validity of the Agreement as a whole) are only valid if they are recorded in writing and signed by both parties.

11.3. ASSIGNMENT

This Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement

11.4. NOTICES

All notices required to be given under this Agreement shall be given in writing and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) twenty-four (24) hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

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

National Library of Finland
FinELib
P.O.Box 15 (Unioninkatu 36)
FI-00014 University of Helsinki, Finland
finelib@helsinki.fi

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

Royal Society of Chemistry
Contracts and Copyright Executive
290-292 Science Park, Milton Road
Cambridge CB4 0WF
GB

11.5. FORCE MAJEURE

Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, but not limited to, war, strikes, natural disasters, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

11.6. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

11.7. WAIVER

The failure of either party to require performance by the other party of any provision of this Agreement will not affect its full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

11.8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Finnish law, excluding its choice of law rules.

11.9. DISPUTE RESOLUTION

Any dispute, controversy or claim arising between the parties under or in connection with this Agreement shall be settled in arbitration in accordance with the Rules of Arbitration Committee of the Finnish Central Chamber of Commerce pursuant to the regulations in force. The arbitration shall take place in Helsinki, Finland, in the English language.

11.10. SCHEDULES

This Agreement includes the following Schedules (which can be amended from time to time), which are incorporated as if fully set forth herein:

Schedule1: The Licensee: members of the FinELib-consortium

Schedule 2: The Licensed Material

Schedule 3: The License Fee(s)

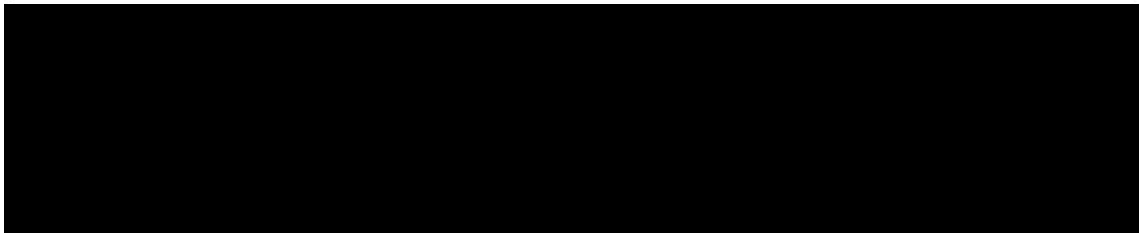
Signatures

For the Licensee:

For the Licensor:

Signature:

Signature:



Date: 10/3/2020

Date: 5/3/2020

Signatures removed

Schedule 1:

The Licensee: members of the FinELib-consortium

Universities

Aalto University

PO Box 11000, 00076 Aalto

Value added tax identification number: FI-22283574

Abo Akademi University

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Value added tax identification number: FI-02463121

Lappeenranta-Lahti University of Technology LUT

P.O.Box 20 (Yliopistonkatu 34), FIN-53851 Lappeenranta, Finland

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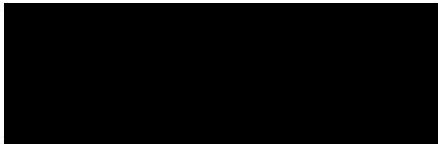
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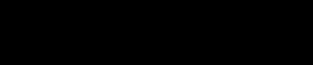
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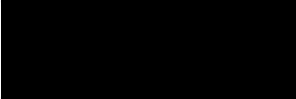


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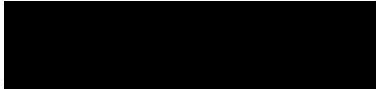
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| | |
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