

SUBSCRIBER AGREEMENT

1. CONTRACTING PARTIES

Service provider:

The National Library of Finland
POB 26 (Teollisuuskatu 23-25)
FIN-00014 University of Helsinki
Finland
(hereafter referred to as National Library)

Service subscriber:

(hereafter referred to as Subscriber)

Both hereafter referred to as Parties.

2. SCOPE OF AGREEMENT

The National Library maintains and administers the databases Linda, Arto, (hereafter referred to as Linnea Union Catalogues), Viola and Fennica (Viola, Fennica and Linnea Union Catalogues hereafter referred to as Databases) and the electronic publications digitized within the framework of the Elektra- and Peri+ projects (hereafter referred to as Elektra Material). The materials subscribed to by the Subscriber are listed in Annex 1 (hereafter referred to as Materials).

The National Library shall grant the Subscriber a non-exclusive right to use the Materials listed in Annex 1 on the terms and conditions stated in this agreement.

The Subscriber agrees to fulfil the obligations stipulated in this agreement.

3. CONDITIONS OF USE

3.1 COPY CATALOGUING FROM THE DATABASES

Who has the right to copy catalogue posts:

The staff of the Library or Information Services of the Subscriber have the right to use the Databases for copy cataloguing.

User authentication:

The Databases are accessible via the World Wide Web. The users are identified with IP-authentication based on the IP-addresses of the staff computers supplied by the Subscriber in Annex 1.

Conditions and restrictions of use for copy cataloguing:

The Subscriber has a right to copy bibliographic references of material in its own collections only. The records should not be passed directly on to a third party (unless they have been saved in the Subscriber's own database first). The Subscriber has a permanent right to use the copied catalogue records in its own catalogue databases and other libraries are permitted to copy them from there.

Copying catalogue records from the Databases is permitted only with a Z39.50 client or via a SRU interface.

3.2 ACCESS TO THE ELEKTRA MATERIALS**Staff use**

Staff use means use by staff of the Library or Information Services of the Subscriber.

User authentication:

The Materials are accessible via the World Wide Web. The users are identified with IP-authentication based on the IP-addresses of the staff computers supplied by the Subscriber in Annex 1.

Who has the right to use the Materials:

The Materials may be used by staff members of the Library or Information Services of the Subscriber. If the Subscriber is an educational institution of a Finnish municipality all staff and students of the Subscriber may use the Materials.

Patron use

Patron use means use by staff of the Subscriber in other departments than Library or Information Services and the use of Walk-In-Users in the Library and Information Services premises.

User authentication:

The Materials are accessible via the World Wide Web. The users are identified with IP-authentication based on the IP-addresses supplied by the Subscriber in Annex 1.

Who has the right to use the Materials:

The Materials may be used by staff members (of other departments than the Library or Information Services) of the Subscriber and the Walk-In-Users of the Library or Information Services. If the Subscriber is an educational institution of a Finnish municipality all staff and students of the Subscriber may use the Materials.

Conditions of use:

It is permitted to

- a) read and browse the Elektra Material on the computer screen
- b) produce a paper copy of an individual article by printing it out
- c) photocopy the print and to use this copy in accordance with the terms and conditions stated in the contract for photocopying by Kopiosto (Finnish Copyright Society)

The above stated use is permitted for administrative use in the Subscriber organization and for private use such as study or research. Moreover, individual materials can be electronically saved for private use unless this has been technically disabled. If the copying

of a publication has been technically disabled this mechanism may not be circumvented. If a member of the staff of the organisation makes a copy for work related use it is not regarded as private use.

4. THE NATIONAL LIBRARY'S UNDERTAKINGS

4.1 User authentication

The National Library shall configure into its own systems the IP-addresses supplied by the Subscriber in Annex 1, and the amendments to them that have been appropriately communicated, within two weeks from the date when the information arrived at the National Library.

4.2 Technical support

In problem situations caused by the Subscriber's own network configurations the National Library shall use reasonable endeavours to provide support, but does not undertake to change the production environment of the Materials so that it can be used without measures taken on the Subscriber's part.

4.3 User guide

The National Library shall provide on its website instructions and notices to guide in the use of the databases.

4.4 Warranty

The National Library ensures that it has the right to provide the Subscriber access to the Materials on the terms and conditions stated in this agreement.

4.5 Availability of the Materials

The National Library aims to provide access to the Materials 24/7.

If the online access is continuously interrupted for a period of a minimum of four (4) weeks due to failure on the National Library's side, the National Library shall compensate a sum equivalent to the license fee of the time period in the invoice for the following year.

5. THE SUBSCRIBER'S UNDERTAKINGS

5.1 License fees

The Subscriber agrees to pay a licence fee in accordance with Annex 4. In case the Materials or a part of them should become freely accessible within the licence period the fees will not be refunded.

5.2 Providing Subscriber information

The Subscriber shall supply the National Library

- in Annex 1 up-to-date and correct information on their own IP-addresses and shall immediately inform about any changes in them
- in Annex 3 up-to-date information on contact persons, mailing and invoicing addresses

5.3 Technical problems

If the Materials cannot be accessed due to the Subscriber's own network configurations, the Subscriber is responsible for the reconfiguring that is required to remove the problem. In this case the responsibility of the National Library stated in clause 4.5 does not apply.

5.4 Client software

The Subscriber is responsible for installing and configuring the required client software (www browser, copy cataloguing client) in its own hardware.

5.5 User training

The Subscriber is responsible for guiding and training its own users.

5.6 Limiting access to the Materials

The Subscriber is responsible for ensuring that only the users covered by this agreement are permitted to access the Materials.

5.7 Notification of the conditions of use

To prevent unauthorized use the Subscriber undertakes to notify the users listed in clause 3 of the terms and conditions of use and of the sanctions for violating them.

5.8 Suspected unauthorized use

If there is any reason to suspect unauthorized use of the Materials the Subscriber shall immediately notify the National Library. In addition the Subscriber shall take all appropriate steps to ensure that such activity ceases and shall provide all information required by the National Library.

6. BREACH OF AGREEMENT AND SANCTIONS

If either Party is guilty of a material breach of this agreement and fails to remedy the breach (if capable of remedy) within thirty days of notification by the other party then that Party has the right to terminate the agreement. If it is not possible to remedy the breach the other Party has the right to terminate the agreement immediately.

Moreover, the National Library has the right to terminate the agreement if the Subscriber has not paid the licence fee defined in the agreement or if the terms and conditions for use of the Materials have been violated.

7. LIMITATION OF LIABILITY

In case of breach of the agreement the liability of the National Library is limited to the direct damages caused to the other Party.

8. FORCE MAJEURE

A Party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control that it could not reasonably have foreseen at the time of entering into this contract and the consequences of which it could not reasonably have avoided shall not be deemed to be, or to give rise to, a breach of this Agreement.

If the failure to perform is a result of above mentioned circumstances the term of this Agreement shall be extended with a period which is considered reasonable under the circumstances.

The Parties should immediately notify the other Party in writing of a Force Majeure, and also of the termination of it as well as when it is no longer in force.

9. TERM OF AGREEMENT

This Agreement is valid from the date of signing till the end of that calendar year.

With the expiry of this Agreement the National Library shall no longer provide the Subscriber the services described in this Agreement.

10. ALTERATIONS

Alterations to this agreement are only valid if they are recorded in writing and signed by both Parties.

11. ASSIGNMENT

The Agreement or any part of it may not be assigned by either Party to a third party without the written consent of the other Party.

12. CONTACT PERSONS

The Subscriber shall nominate a contact person for handling issues relating to this Agreement. The National Library shall be notified of change of contact person immediately. The Subscriber shall give the name(s) of the contact person(s) in Annex 3.

13. COPIES OF AGREEMENT

There are two identical copies of this Agreement, one for each Party.

14. SIGNATURES

In _____ on the _____ of _____ 20____

National Library
Name in plain text

Subscriber
Name in plain text

15. ANNEXES

This Agreement includes also the Annexes mentioned in the text:

Annex 1: Subscription of Materials and IP-addresses

Annex 2: Descriptions of the Materials

Annex 3: Contact information

Annex 4: Price list

Annex 1

Subscribed Materials and IP-addresses

The Subscriber shall list in this Annex the Materials it wishes to subscribe to and the number of computers dedicated for the use of them with their IP addresses.

The Subscriber shall list the IP-addresses of the computers for which the use of the Materials should be enabled in accordance with the number of computers the Subscribers has selected. The IP-addresses should be in the format 123.456.78.90 (individual computer) or 123.456.78.* (local area network). The numbers of the computers for the use by staff and by patrons shall be notified separately. If the list includes addresses to local area networks, the Subscriber should give a binding estimate of how many computers are connected to it.

The Subscriber shall notify immediately all changes of IP-addresses to the e-mail linnea-posti@helsinki.fi .

Please, notify if this is a new agreement or a renewed one

- New agreement** (incl. Intial fee)
 Renewed agreement

COPY CATALOGUING

The use of the Materials and copy cataloguing from the Databases are executed with different communication protocols (WWW and Z39.50/SRU). Therefore the Subscriber has to list the IP-addresses of the computers or local area networks used for copy cataloguing separately.

Select Databases

- LINDA
 ARTO
 FENNICA
 VIOLA

Select number of computers used for copy cataloguing

- 1 - 2
 3 - 5
 6 - 10
 11 -25
 26 -

(Pricing based on number of acquisitions is not applicable outside Finland.)

If you have only a few IP addresses you can fill them in here. If the number is large, please, attach a separate list.

IP-addresses:

A list of IP addresses attached

ELEKTRA MATERIAL

Subscribe

Select number of computers used for access

- 1
- 2
- 3 - 5
- 6 - 10
- 11 - 50
- 51 - 200
- 201 - 1000
- 1001 - 5000

* If the agreement covers the whole organization, the total number of staff and students can be applied instead of computers.

Annex 2

Description of the Materials

LINDA

LINDA is the union catalogue of Finnish University Libraries, including also some major special libraries.

LINDA contains references on monographs, serials, cartographic materials, audiovisual materials, electronic resources, multimedia and archives, with the loan status of the material. The serials references also include off-line information on the holdings of libraries of applied science universities, regional central libraries and some special libraries.

LINDA contains approx. 5 million references.

ARTO

The ARTO database is an index of articles from approx. 700 Finnish journals, 1990-.

ARTO contains journal article references and (occasionally) references to articles in monographs. If an article is available in digital form, it is linked to the bibliographic record.

ARTO contains approx. 1.2 million references.

Further information on the Linnea Union Catalogues: <http://www.nationallibrary.fi/libraries/linnea.html>

FENNICA

FENNICA is the Finnish National Bibliography and it contains references to monographs, serials, maps, non-book material and computer records published or in other way produced in Finland. It also includes publications published outside Finland but with a Finnish author or related to Finland. FENNICA contains approx. 800,000 references.

Further information on the FENNICA database: <http://www.nationallibrary.fi/libraries/fennica.html>

VIOLA

VIOLA is the Finnish national discography and national bibliography of sheet music. It also contains references to foreign materials in 13 Finnish music library collections.

VIOLA contains references to Finnish sheet music since 1977, and to sound recordings since 1901.

Cataloguing covers both the whole recording/publication and the individual compositions contained in it. Searches can be made with e.g. the name of the composer or the performer as well as the title or the first line of a song.

Further information on the VIOLA database: <http://www.nationallibrary.fi/libraries/viola.html>

ELEKTRA

Elektra collects, publishes and archives the articles of the leading Finnish scientific journals in electronic form. It is a joint project between The National Library of Finland and Kopiosto.

At the moment the Elektra material consists of more than 18 000 full-text articles (mostly in pdf format). Some of the journals are ongoing, some include only older volumes.

Further information on ELEKTRA: <http://elektra.helsinki.fi/>

PERI+

The material digitized in the Peri+ project comprises of two Finnish scientific journals: Historiallinen Aikakauskirja, 1903-1999 and Suomi magazine, 1841-1938. A new addition is the Lakimies journal from 1903.

Further information: <http://digi.lib.helsinki.fi/aikakausi/secure/main.html?language=en>

Annex 3

Contact information

The Subscriber's contact person and invoicing address

Name: _____

Postal address: _____

Telephone: _____

E-mail: _____

Invoicing address, if different:

The Subscriber shall notify all changes to the above listed information by e-mail to linnea-posti@helsinki.fi.

Contact person(s) to be included in the *Linnea-tietokannat* mailing list

Linnea-tietokannat@helsinki.fi is a mailing list which is used for communicating new features, service interruptions and other topical matters concerning the Materials. Ideally each Subscriber should give the addresses of 2-3 individual persons or a collective e-mail address (e.g. ILL Service) to ensure that urgent messages are always received on time.

List the e-mail addresses you wish to have included in our mailing list:

E-mail 1: _____

E-mail 2: _____

E-mail 3: _____

The National Library contact information

The National Library of Finland

Library Network Services / Linnea

E-mail: linnea-posti@helsinki.fi

Postal address: POB 26, 00014 University of Helsinki, Finland

Annex 4

Licence fees 2008

These fees cover

Copy cataloguing from the Databases, which comprise

- The above mentioned Linnea Union Catalogues
- FENNICA, The Finnish National Bibliography
- VIOLA, The Finnish National Discography

Access to full text articles (Electra material) that have been digitised in the following projects

- Elektra: 18,000 thousand articles from 40 scientific journals, accessible via references in the ARTO database and also separately via the Doria interface
- Peri+: Historiallinen Aikakauskirja, 1903-1993, Suomi magazine, 1841-1938, and Lakimies 1903-1999 (also random issues of a few other journals)

Licence fees

The fees are charged on annual basis. If the agreement takes effect in the middle of a calendar year, the fee is 8.5% of the annual fee per month. The initial fee for a new agreement is €40 for organisations and €10 for private persons.

The use of the Materials can also be based on centralized funding by the Ministry of Education or on a data provider agreement.

Annual fees

Copy cataloguing (with Z39.50 client or via a SRU interface)

A library can copy or transfer bibliographic MARC records from the Linnea Union Catalogues and from the FENNICA and VIOLA databases using a Z39.50 client program or via a SRU interface. The records are delivered in multiple formats and character sets; for further information, please consult <http://www.nationallibrary.fi/libraries/linnea/z3950.html>

The fee is based on the number of computers used for copy cataloguing as shown in the table below.

Number of computers used for copy cataloguing	Fee / one database	Fee / two databases	Fee / three databases	Fee / four databases
		+ 50 %	+ 35 %	+ 20 %
1 - 2	470	705	952	1 124
3 - 5	950	1 425	1 924	2 309
6 - 10	1 900	2 850	3 848	4 617
11 - 25	3 800	5 700	7 695	9 234
26 –	7 500	11 250	15 188	18 225

VAT for copy cataloguing is always 0%.

(Pricing based on number of acquisitions is not applicable outside Finland.)

Offline sampling of records by e.g. ISBN or other ID can be agreed on separately.

Full text articles

Organizations that acquire a licence for copy cataloguing from the databases can also get a licence to access the Elektra Materials at the same time.

Number of computers*	Fee
1	145
2	280
3 - 5	420
6 - 10	560
11 - 50	740
51 – 200	950
201 - 1000	1350
1001 - 5000	2000

VAT for access to the full text articles is either 8% or 22% depending on the case.

* If the agreement covers the whole organization, the total number of staff and students can be applied instead of computers.

Contact information

The National Library of Finland

Library Network Services / Linnea

E-mail: linnea-posti@helsinki.fi

Postal address: POB 26, 00014 University of Helsinki, Finland

Further information:

LINDA <http://www.nationallibrary.fi/libraries/linnea/linda.html>

ARTO <http://www.nationallibrary.fi/libraries/linnea/arto.html>

FENNICA <http://www.nationallibrary.fi/libraries/fennica.html>

VIOLA <http://www.nationallibrary.fi/libraries/viola.html>

ELEKTRA <http://elektra.helsinki.fi/>

PERI+ <http://digi.lib.helsinki.fi/aikakausi/secure/main.html?language=en#Peri+>