

ELSEVIER SUBSCRIPTION AGREEMENT

This subscription agreement (“Agreement”) is entered into as of 11 January 2018, by and between **CONSORTIUM FINELIB**, The National Library of Finland P.O. Box 26, University of Helsinki, FIN-00014, FINLAND (the “Consortium”), authorized to enter into this Agreement on behalf of itself and other members of the Consortium identified on Schedule 2, the other members of the Consortium being represented by the National Library via a power of attorney (each the “Institution”) and **Elsevier B.V.**, Radarweg 29, 1043 NX, Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Institutions the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users.*

Authorized Users are the full-time and part-time students, faculty, employed staff, librarians, researchers, and independent contractors and retired faculty staff, retired librarians and retired researchers of the Institutions (onsite or remote access) listed on Schedule 2 and individuals using work stations or otherwise within the physical premises of the Institution. Authorized Users who are independent contractors may use the Subscribed Products only for the purposes of the contracted work for the Institutions.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse, view and display to other Authorized Users, the Subscribed Products;
- print, photocopy, download, electronically save and store for the exclusive use of such Authorized User a reasonable amount of articles, abstracts or records, from the Subscribed Products (“Excerpts”), this exclusive use will include the use by teaching staff of such Excerpts in electronic presentations and the right to present such electronic presentations during lectures for credited courses, but will explicitly exclude the provision of copies of such presentations and/or Excerpts to Authorized Users, unless permitted under this Section 1.3;
- incorporate links to the Subscribed Products and/or Excerpts on the Institutions’ intranet and internet websites and incorporate both links and downloaded articles and abstracts in electronic coursepacks, reserves and course management systems and instructor websites and printed articles and abstracts in printed coursepacks, provided that the downloaded and printed content shall carry appropriate acknowledgement of the source, title, author and publisher and that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Elsevier and the Institutions obtain the prior written consent of Elsevier for use in connection with any non-credit courses; Institutions and its Authorized Users may in addition offer coursepacks in non-electronic, non-print perceptible form, such as audio or Braille, to Authorized Users who are reading impaired.

- provide print or electronic copies (including via email) of Excerpts from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the SciVerse® ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction”;
- use Braille displays, voice synthesizers and other devices to enable the use of the Subscribed Products;
- access the text and data mining service online via an API at <http://dev.elsevier.com> and to download and save the full-text articles for TDM purposes for access and use by the Authorised User or the Institution the Authorised User is affiliated with;
- continuously and automatically extract semantic entities from such full-text articles retrieved through the TDM service for the purpose of including but not limited to 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 and mount, load and integrate the results with other data (the “TDM Output”);
- distribute the TDM Output externally electronically and/or in print format, which may include a few lines of query-dependent text of individual full text articles which shall be up to a maximum length of 200 characters surrounding and excluding the text entity matched or limited extracts of full text as permitted by Finnish law (“Snippets”) or bibliographic metadata. Where Snippets and/or bibliographic metadata are distributed, they should be accompanied by a DOI link or an alternative attribution via other means that refers to the individual full text article. Where images are used the Subscriber should clear the rights for reuse with the relevant copyright owner and/or rights holder.

The Institutions may:

- print and deliver journal articles from the Subscribed Products (including via email) to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the same country as the Institutions; the receiving library is permitted to provide the journal article to the user in electronic format;
- provide Authorized Users with integrated access to the Subscribed Products;
- provide links to Authorized Users to access Excerpts included in the Subscribed Products; and
- obtain usage data on its own use of the Subscribed Products via Finna or other information retrieval portal subject to compliance with the data protection requirements in place.

This Agreement shall be deemed to complement and extend the rights of the Institution and Authorized Users under the Finnish Copyright law and nothing in this Agreement shall constitute a waiver of any

statutory rights held by the Institution and Authorized Users from time to time under the law or any amending legislation;

In the event of any conflict between the Authorized Uses in this Section 1.3 and any terms and conditions communicated to Authorized Users at website where the Subscribed Products are provided, this Agreement shall prevail.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Institutions and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users; or
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products; or
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

1.5 *Intellectual Property Ownership.*

The Institutions acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially harm Elsevier and its suppliers. For the avoidance of doubt, Elsevier hereby acknowledges that any database rights created by Authorized Users as a result of text and datamining of the Subscribed Product as referred to in Clause 1.3. shall be the property of the Authorized User.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Institutions and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 *Quality of Service.*

Elsevier shall use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Institutions and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

If, due to causes within its reasonable control, Elsevier is unable to provide the Institutions with access to the service for a period exceeding twenty-four (24) consecutive hours, then Elsevier shall extend the term of the Agreement for corresponding period at no additional cost to the Institutions.

If Elsevier is unable to provide the Institutions with access to the service for a period exceeding five (5) consecutive days, then Elsevier shall refund to the Institutions the amount of the Fees calculated by

dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the then current year.

The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Institutions may have under this Agreement and at law or in equity.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than ten (10%) percent of the content comprising the Subscribed Products, Elsevier shall reduce the amount of the Fees that is proportional to the amount of content withdrawn and to the remaining unexpired portion of the term of the Agreement. Each Institution will be entitled to subscribe to Elsevier's quarterly e-mail service to receive a quarterly report including all changes to the Subscribed Products during the previous quarter.

2.4 *Open URL.*

Elsevier will make reasonable efforts to have the Subscribed Products comply with Open URL.

2.5 *Customer Support*

Elsevier will provide customer support services to Institutions and Authorized Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Subscribed Products.

2.6 *Technical Data.*

Elsevier will provide the Consortium with the necessary technical data to ensure that the Subscribed Products can be accessed via the Finna or another information retrieval portal under the terms and conditions of the Agreement.

2.7 *Transfer Code of Conduct.*

Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 3.0,

2.8. *Data Protection.*

With respect to personal data received by Elsevier that is transferred to Elsevier affiliates outside of the European Economic Area or countries deemed "adequate" by the European Commission, at all times during the performance of this Agreement, Elsevier shall ensure such transfers are subject to an (i) intra-company agreement which requires all transfers of personal data to be made in compliance with the "standard contractual clauses" for processors in the form set out in the European Commission's Decision 2010/87/EU of 5 February 2010, or its successor, or (ii) other appropriate transfer mechanism that provides an adequate level of protection in compliance with the requirements of applicable law including the EU directive 95/46/EC or its successors, with regard to the transfer of personal data to third countries. No personal data will be transferred to other third parties.

2.9. *SFX.*

Elsevier will use its best endeavors to enable provision of an SFX-target for the Subscribed Products through ExLibris.

2.10. *Primo Central.*

Elsevier shall make the Subscribed Products available through Institution's Discovery Service System (Ex Libris Primo Central) for indexing and discovery purposes.

Elsevier shall provide to Institution's discovery service vendor (Ex Libris) 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 Institution and Authorized Users.

2.11. *W3C standards.*

Elsevier will use its best endeavors to meet the W3C standards (www.w3.org/WAI/Resources/#in) in order to ensure that the Subscribed Products are accessible to all the Authorized Users of the Institution.

2.12 *KBART.*

Elsevier will use its best endeavors to adhere to the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).

Elsevier shall provide to the Consortium acting on behalf of the Institutions before December 31 of each year within the subscription period, in KBART-compliant format, an itemized holdings report that specifies the Subscribed Products accessible to each Institution for the upcoming calendar year.

SECTION 3. INSTITUTIONS PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) indicated by the Institution on Schedule 2. Institutions may, subject to the terms and conditions of this Agreement, use the Finna, which portal is based on software developed by VuFind and SFX application software or another information retrieval portal in their use.

3.2 *Protection from Unauthorized Access and Use.*

The Institutions shall use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- provide accurate IP addresses, as identified on for the exclusive use by the Institution unless otherwise mutually agreed and promptly inform Elsevier of any changes to the Institution IP addresses, including the addresses no longer being used exclusively by the Institution;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend access of the IP address(es), passwords and/or delegated authentication mechanism from which the unauthorized use occurred upon notice to the Institutions and any suspended access shall be promptly restored once the unauthorized use has ceased and the Institution has taken corrective actions to ensure that such unauthorized use does not recur. The Institution shall not be liable for breach of any term of this Agreement by any Authorized Users provided that the Institution did not intentionally assist in or encourage such breach or permit such breach to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium shall pay to Elsevier the fees set forth in Schedule 1 (the “Fees”) within sixty (60) days of date of invoice. The yearly Fees will be invoiced annually. Elsevier shall send to the Consortium an e-version of the invoice within 1 week of the date of invoice. The Fees shall be exclusive of any sales, use, value added, withholding or similar tax and the Institutions shall be liable for any such taxes in addition to the Fees. The Institutions shall be charged Dutch value added tax (VAT) unless the Institutions are a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Institutions shall promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Institutions any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement shall commence on 1 January 2018 and shall automatically terminate on 31 December 2020.

5.2 Removal of Institution Due to Insufficient Budgetary Allotment from Government

Institutions may be removed as an Institution from this Agreement provided that written notice is given by the Consortium to Elsevier by 1 September prior to the start of the next calendar year of the term hereof, if sufficient funds are not provided, allocated or allotted in future central government or other external funding of such Institution’s or reasonably available or expected to become available from other sources at the time the Consortium’s payment obligation attaches to permit such Institution, in the exercise of its reasonable administrative discretion, to continue this Agreement or closure of departments. When an Institution is removed from this Agreement its Fees as stated in Schedule 1 shall also be removed from Schedule 1 and the Institution shall be removed from Schedule 2.

Notwithstanding the foregoing, if access to the Subscribed Product was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided. For avoidance of doubt, Elsevier is not obligated to refund any Fees under this Section 5.2.

5.3 Termination for Insolvency or Bankruptcy.

In addition to the automatic termination at the end of the Term as set out in Section 5.1, either party may terminate this Agreement upon written notice in the event the other is insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors. For avoidance of doubt the termination as set out in this Section 5.3. will only affect the Institution in question. Upon termination of (or part of) this Agreement, Elsevier shall refund the proportion of the Fee that represents the paid, but unexpired part of, the Term.

5.4 Change in Control.

If a change in control of an Institution occurs, or an Institution merges or acquires an institution not set forth on Schedule 2. the Institution shall promptly notify Elsevier of such change. Any material changes in the number of Authorized Users arising from above mentioned change may result in early termination regarding the Institution in question unless the parties are able to agree to appropriate fee adjustments. Entering into any other kind of affiliation, or cooperation or partnership with another organization, does not give the Institution the right to grant access to the Subscribed Products to any such affiliation, cooperation or partnership organization, unless such right is granted in writing by Elsevier by means of an amendment to this Agreement.

5.5 Adding Institutions.

Institutions may be added to Schedule 2 subject to an appropriate adjustment of the Fees for any added Institutions to be agreed upon between the parties by means of an amendment to this Agreement.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier shall indemnify, defend and hold harmless the Institutions and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Institutions will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation shall survive the termination of this Agreement.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 Limitation of Liability.

Except for the express warranties and indemnities stated herein, gross negligence, wilful misconduct, fraud and to the extent permitted by applicable law, in no event shall Elsevier or its suppliers nor the Institutions be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of Elsevier and its suppliers to the Institutions exceed a sum equal to the Fees paid by the Institutions hereunder, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

For the avoidance of doubt, each Institution shall only be liable for its own actions and/or defaults.

SECTION 7. GENERAL.

7.1 Force Majeure.

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) shall be deemed a breach of this Agreement. Should the period of force majeure exceed ninety (90) days, the party not being in a situation of force majeure may terminate this Agreement, and such termination shall not constitute a breach herein.

7.2 Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.

7.3 Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

7.5 *Assignment.*

The Institutions shall not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent shall not unreasonably be withheld.

7.6 *Privacy.*

Elsevier will not, without the prior written consent of the Institution, transfer any personal information received by Elsevier from the Institution or Consortium under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier to fulfil its obligations under this Agreement; (ii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement Elsevier shall at all times comply with the General Data Protection Regulation.

7.7 *Notices.*

All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified below.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX, Amsterdam, The Netherlands.

If to the Consortium and/or the Institutions: Consortium FinELib, The National Library of Finland, FinELib P.O. Box 26, FIN-00014, University of Helsinki, FINLAND

7.8 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.9 *Power of Attorney.*

The Consortium represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of this Agreement, including but not limited to the restrictions on access and use of the services as set forth in the Agreement. The Institutions shall be responsible for and make payment of its Fees as specified in Schedule 1 due for access to and use of the services as specified in the Agreement to the extent that the Consortium fails to make any such payment. The Consortium will make available a copy of this Agreement to each Institutions set out on Schedule 2.

7.10 *Training.*

Subject to the terms and conditions as set out in this Agreement, Institutions will be entitled to promote and provide training on the Subscribed Products (including Elsevier trademarks, screenshots and logos) to Authorized Users. Librarians, as defined in the authorized user definition in Section 1.2 above, will be allowed to electronically save and post for training purposes on Institutions' internet and intranet websites a reasonable number of screenshots, including Elsevier trademarks and logos.

Elsevier will provide training sessions for Institutions regarding the use of the Subscribed Products without charge during the Term via Internet.

7.11 *Governing Law and Consent to Jurisdiction.*

This Agreement will be governed by and construed in accordance with the laws of Finland without regard to conflict of law principles. Parties further consent that if a party files a claim against the other party, the claim will be filed at the forum chosen by the other party. Elsevier chooses the competent courts of Amsterdam as its chosen forum and Institutions chooses the competent courts of Helsinki as its chosen forum.

7.12 *Usage Data Reports.*

Elsevier will make usage data reports on the usage activity of each Institution accessible online on a monthly basis to the librarians/administrators employed by such Institution and the Consortium for internal use only, except as indicated below under 7.13 and 7.14. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice.

7.13 *SUSHI Service.*

The librarians/administrators employed by the Consortium may extract data in XML form on the usage activity of each Institution relating to the Subscribed Products in compliance with the then current SUSHI Protocol (“SUSHI Data”) from the Elsevier SUSHI Service (“SUSHI Service”) and store such SUSHI Data on its secure Consortium server i) to perform internal usage studies ii) to create usage data reports, which may be made freely available to the Institutions through the Consortium’s usage data service (the “Service”), provided that delegated authentication software is used and iii) reproduce and/or publicly distribute usage reports created from the SUSHI Data and/or other usage data accessible online on the Consortium website, provided that such reports do not specify the usage per article or publication title. The Consortium may engage subcontractors for providing technical services in relation to the activities mentioned under i),ii) and iii).

7.14 *Use of Data by Institutions.*

The librarians/administrators employed by the Institutions may use the SUSHI Data and other usage data made accessible online by Elsevier under this Section 7 i) to create internal reports or studies on usage and ii) reproduce or publicly distribute annual usage reports created from the SUSHI Data and/or other usage data accessible online on their institutional website, provided that such reports only contain the aggregate usage numbers within such Institution and do not specify the usage per article or publication title.

7.15 *Compliance with Sanction Laws.*

Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

THE NATIONAL LIBRARY OF FINLAND, UNIVERSITY OF HELSINKI

(Consortium)

Name: Kai Ekholm
Title: Director

ELSEVIER B.V.
(Elsevier)

Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

No. 1-14349785177

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1

Subscribed Products/Access/Fees

Schedule 1 (pages 11-12) deleted, contains Elsevier's business secrets

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Collection(s)

Journal Collection(s):

Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Freedom Collection Journal Title List at https://www.elsevier.com/___data/promis_misc/sd-content/journals/freedomcoll.xls , as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement (Journal List 2018 in Annex A of Schedule 1.1) but including also the following Lancet titles: The Lancet, The Lancet Infectious Diseases, The Lancet Neurology, The Lancet Oncology.

The National Library of the Netherlands

The Koninklijke Bibliotheek, the National Library of the Netherlands has been authorized to operate a digital archive of all Elsevier journals that Elsevier makes available on the ScienceDirect online service and has agreed to cooperate in opening this archive to the Institutions should the Institution's Journal Collection(s) no longer be made available electronically from Elsevier or any other vendor.

Access to Formerly Subscribed Titles

Upon expiration or termination of the Agreement (except for violation of an Institution's obligations there under), an Institution may, at its option, itself acquire and load on a designated computer that enables access by Authorized Users through its internal secure network:

1.) Following Institutions: University of Helsinki, Aalto University (merger between Helsinki School of Economics, Helsinki University of Technology, University of Art and Design), University of Eastern Finland (merger between University of Joensuu and University of Kuopio), University of Lapland, Oulu University, Hanken School of Economics, Tampere University, Tampere University of Technology, Turku University (formerly Turku University and Turku School of Economics), University of Vaasa, Åbo Akademi, National Institute for Health and Welfare (merger between National Public Health Institute and National Research and Development Centre for Welfare and Health), Natural Resources Institute Finland (merger between MTT Agrifood Finland and Finnish Game and Fisheries Research Institute) , Finnish Environment Institute SYKE, Finnish Institute of Occupational Health and VTT Technical Research Centre of Finland:

1.a) an electronic copy of the journal titles (1995 up till termination and expiration of the Agreement) in the Institution's Journal Collection(s) which are set out in Schedule 1.1 Annex A of the agreement dated 1 January 2002-31 December 2004 and

1.b) an electronic copy of all or part of the journal titles (1995 up till termination and expiration of the Agreement) in the Institution's Journal Collection(s) which the Institution has chosen within three (3) months after expiration or termination of the Agreement and which equals the termination/expiration year value allocated to that Institution in the allocation formula set out in Schedule 1

An Institution may substitute any withdrawn or any discontinued title in list referred to in clause 1a with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier.

2.) Other Institutions: an electronic copy of a number of journal titles (1995 up till termination and expiration of the Agreement) from the Institution's Journal Collection(s) which the Institution has chosen within three (3) months after expiration or termination of the Agreement and which equals the termination/expiration year value allocated to that Institution in the allocation formula set out in Schedule 1;

And provided that the Institution defrays the cost of preparing the data set sought, subject to the usage restrictions and other terms and conditions of this Agreement, including without limitation Sections 3.2 and 5.4 and the limitations for journals removed from the ScienceDirect® online service. The electronic copy will be delivered on a medium which conforms to the then current industry standards. Elsevier and the Institution will mutually agree upon the specific electronic format to be delivered. The electronic copy may not contain all links and other features and functionality associated with the online version available to current ScienceDirect® online subscribers.

Subject to the terms and conditions set out above, each Institution may request above electronic copy to be sent to the National Library of Finland to load on a designated computer that enables access to such Institution and its Authorized Users through its internal secure network. For the avoidance of doubt, the national Library of Finland and the other Institutions will not be entitled to access the subscribed titles included on such electronic copy.

An Institution may, in the alternative and at its option, access a copy of the subscribed titles as set out above, online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of €0.063 per download (adjusted annually for inflation and cost increases), in accordance with the usage provisions of this Agreement.

Upon expiration or termination of the Agreement, the “National Library of Finland” at its location Unioninkatu 36, P.O.Box 15, 00014 Helsinki University, Helsinki may, at its option, acquire and load on a designated computer an electronic copy of the Subscribed Product (the Freedom Collection up till termination or expiration of the Agreement) whereby Elsevier will not charge the Consortium for the data sets sought, subject to the usage restrictions and other terms of this Agreement including without limitation Section 3.2 and 5.4 and the limitations for journals removed from the ScienceDirect® online service. The electronic copy may not contain all links and other features and functionality associated with the online version available to current ScienceDirect® online service subscribers. In the alternative and at its option the National Library of Finland at its location Unioninkatu 36, P.O.Box 15, 00014 Helsinki University, Helsinki, may access a copy of the Subscribed Product (the Freedom Collection up till termination or expiration of the Agreement) online at no additional cost for a period of 15 years. After this period the National Library of Finland at its location Unioninkatu 36, P.O.Box 15, 00014 Helsinki University, Helsinki will be provided by Elsevier with an electronic copy of the Subscribed Product against no additional cost on a medium which conforms to the then current industry standards and which will be mutually agreed

The Subscribed Products as set out above may only be accessed on the site of the National Library of Finland at its location Unioninkatu 36, P.O. Box 15, 00014 Helsinki University, Helsinki and IP range to be indicated which address and IP range may be amended from time to time upon mutual agreement, by members of the general public who are permitted by the National Library of Finland to have physical access to the National Library of Finland’s facilities and who access the Subscribed Products only from terminals located at the National Library of Finland’s library facilities subject to the terms of this Agreement, including without limitation, the usage restrictions set forth herein and may not be accessed by the individual Institutions. Interlibrary Loan as set out in Section 1.3 is not permitted.

In case after termination or expiration of the Agreement, the National Library of Finland is in material breach with the access rights as set out above, the access rights will terminate with immediate effect and the National Library of Finland will, at the first request of Elsevier, destroy or return the Subscribed Product and any tapes received on behalf of Institutions, to Elsevier, and confirm such action in writing to Elsevier. Due to systems limitations, if an Institution or the National Library of Finland subscribes to ScienceDirect® Web Editions, it will not be able to have continued online access to the backfiles of

such titles (i.e. titles published prior to the last twelve (12) months). The above paragraphs will survive the termination of the Agreement.

Elsevier participates in LOCKSS and Portico.

Deep Discounted Price for Print Subscriptions

Provided that the Fees have been paid, an Institution shall have the option to place orders for annual subscriptions to a selection of Elsevier print publications at a price 75% reduced from the then current list price (“Deep Discounted Price” or “DDP”), from the Publisher directly and from only one (1) authorized subscription agent per Institution, which shall be selected by the Institution, and the Publisher will fulfil such orders in accordance with its customary practices. The Institutions shall notify Elsevier of its subscription agent’s contact information upon placing such orders. The Institution may change its subscription agent no more than once annually by giving Elsevier notice by 1 August prior to the start of the next calendar year. The Institution will not place orders for such DDP subscriptions on behalf of any other person or entity or with the intent to resell, rent, license, lease or otherwise transfer them to another person or entity.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Institutions/ /Authentication/Contacts

Contact information and ip numbers have been removed due to data protection.

Contact information and IP addresses of subscribing organisations

Universities

Aalto University

PO Box 11000, 00076 Aalto

Value added tax identification number: FI-22283574

Abo Akademi University

Domkyrkogatan 2-4, FI-20500 Åbo, Finland

Value added tax identification number: FI-02463121

Hanken School of Economics

P.O. Box 479, FIN-00101 Helsinki, Finland

Value added tax identification number: FI-02459077

Lappeenranta University of Technology

P.O.Box 20, FIN-53851 Lappeenranta, Finland

Value added tax identification number: FI-02459042

Tampere University of Technology

P.O.Box 537 (Korkeakoulunkatu 6), FIN-33101 Tampere, Finland

Value added tax identification number: FI-22861063

University of Lapland

[REDACTED]
P.O. BOX 8123 (Yliopistonkatu 8), FI-96101 Rovaniemi,
Finland

[REDACTED]
[REDACTED]

Value added tax identification number: FI-02928005

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

University of Oulu including Oulu University Hospital

[REDACTED]
P.O.Box 7500, FIN-90014 University of Oulu, Finland

[REDACTED]
[REDACTED]
[REDACTED]

Value added tax identification number: FI-02458955

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

University of Tampere including Tampere University Hospital

[REDACTED]
P.O. Box 617, FIN-33014 Tampere, Finland

[REDACTED]

Value added tax identification number: FI-01556684

[REDACTED]

[REDACTED]

[REDACTED]

University of Turku including Turku university central hospital

[REDACTED]
[REDACTED]
[REDACTED]

Value added tax identification number: FI-02458963

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

University of Vaasa

P.O. Box 331, FIN- 65101 VAASA, Finland

Value added tax identification number: FI-02095998

Universities of Applied Sciences

Arcada University of Applied Sciences

Jan-Magnus Janssonin aukio 1, FIN-00560 HELSINKI, Finland

Value added tax identification number: FI2553871

Centria University of Applied Sciences

Isokatu 3, P.O.Box 277, FIN-67101 Kokkola, Finland

Value added tax identification number: FI-10978053

HAAGA-HELIA University of Applied Sciences

Ratapihantie 13, 00520 HELSINKI, Finland

Value added tax identification number: FI-20291888

Häme University of Applied Sciences (HAMK)

Visamäentie 35, FIN-13100 Hämeenlinna, Finland

Value added tax identification number: FI-09961676

Lapland University of Applied Sciences

[Redacted]
[Redacted]

Value added tax identification number: FI-25287925

Laurea University of Applied Sciences

[Redacted] [Redacted]

Vanha maantie 9, FIN-02650 Espoo, Finland

[Redacted]

Value added tax identification number: FI-10462161

Oulu University of Applied Sciences

[Redacted] [Redacted]
[Redacted] [Redacted]

Kiviharjuntie 8, 90220 FI-OULU, Finland

Value added tax identification number: FI25097478

Saimaa University of Applied Sciences

[Redacted] [Redacted]

P.O.Box 20, FIN-53851 Lappeenranta, Finland

[Redacted]

Value added tax identification number: FI-21775462

Savonia University of Applied Sciences

[Redacted] [Redacted]
[Redacted] [Redacted]
[Redacted] [Redacted]

Microkatu 1, FIN-70201 Kuopio, Finland

Value added tax identification number: FI-10070678

South-Eastern Finland University of Applied Sciences

[Redacted] [Redacted]
[Redacted] [Redacted]
[Redacted] [Redacted]

P.O.Box 68, 50101 Mikkeli

Value added tax identification number: FI24729082

Turku University of Applied Sciences

[Redacted] [Redacted]
[Redacted] [Redacted]
[Redacted] [Redacted]

Sepänkatu 1, FIN-20700 Turku, Finland

Value added tax identification number: FI-02048198

Research Institutes

European Chemicals Agency

[REDACTED]

[REDACTED]

Annankatu 18, FI-00120 Helsinki, Finland

[REDACTED]

Value added tax identification number: FI-21399428

Finnish Defence Research Agency

[REDACTED]

[REDACTED]

P.O.Box 5 (Paroistentie 20), FI-34111 Lakiala, Finland

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Value added tax identification number: FI-09520299

Finnish Environment Institute

[REDACTED]

[REDACTED]

[REDACTED]

elisa.paavilainen@ymparisto.fi

[REDACTED]

Value added tax identification number: FI-09961895

Finnish Food Safety Authority Evira

[REDACTED]

[REDACTED]

Mustialankatu 3, FI-00790 Helsinki, Finland

[REDACTED]

[REDACTED]

Value added tax identification number: FI-01164154

Finnish Institute of Occupational Health

[REDACTED]

[REDACTED]

Information service, Arinatie 3 A, FI-00370 Helsinki

[REDACTED]

[REDACTED]

[REDACTED]

Value added tax identification number: FI-02202669

Finnish Patent and Registration Office

[REDACTED]

[REDACTED]

P.O. Box 1160, FI-00101 Helsinki, Finland

[REDACTED]

[REDACTED]

[REDACTED]

Value added tax identification number: FI-02446831

Geological Survey of Finland

[REDACTED]
P.O.Box 96, FI-02151 Espoo, Finland
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Value added tax identification number: FI-02446807

National Institute for Health and Welfare

[REDACTED]
P.O.Box 30, FI-00271 Helsinki, Finland
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Value added tax identification number: FI-22295006

Natural Resources Institute Finland

[REDACTED]
Viikinkaari 4, 00790 Helsinki, Finland
[REDACTED]
[REDACTED]
[REDACTED]

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

Value added tax identification number: FI02446292

VATT Institute for Economic Research

[REDACTED]
P.O. Box 1279 (Arkadiankatu 7), FI-00101 Helsinki, Finland
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Value added tax identification number: FI-08098807

VTT Technical Research Centre of Finland

[REDACTED]
P.O. Box 1000, FI-02044 VTT, Finland
[REDACTED]
[REDACTED]

[REDACTED]

Fax: +358207224374

Value added tax identification number: FI-02446794

Primary Contact

Name:	Arja Tuuliniemi
Title:	
Name/Address (if different from Section 7.7):	Teollisuuskatu 23-25, 00014 University of Helsinki, Finland
E-mail:	Arja.Tuuliniemi@helsinki.fi
Phone:	+358 9 191 44294

Billing Contact

Name/Address (if different from Section 7.7): The National Library of Finland, FinELib
P.O.Box 26
Teollisuuskatu 23
Helsinki, FIN-00014
Finland
E-mail: ari.alkio@helsinki.fi
Phone:
Fax:

The Subscriber shall promptly notify Elsevier of any changes to any of the contact information above.

Schedule 3 GOLD OPEN ACCESS PILOT

1. Gold Open Access pilot

The Authorized Users of the Institutions who are corresponding authors shall have the right during the term of this Agreement to submit journal articles as part of the FinELib-Elsevier Gold Open Access pilot for publication to Elsevier and, if accepted after peer review, and where the corresponding author has chosen Gold Open Access, the journal article shall be published under a CC-BY or CC-BY-NC-ND license as determined by the submitting Authorized User. For avoidance of doubt, both CC licenses are available for all Elsevier-owned titles without restrictions.

Authorized Users under the Gold Open Access pilot shall not be required to transfer any copyright in their work to Elsevier for any journal listed in Schedule 3.1. of this Agreement, instead submitting Authorized Users grant exclusive rights to Elsevier to publish and first distribute the journal article. The submitting Authorized Users shall have the same rights to reuse the published journal article as those allowed to third party users of the journal article under the selected CC license.

The Gold Open Access and hybrid journals published by Elsevier which are available for the Gold Open Access pilot are attached in Schedule 3.1 of this Agreement.

During the term of this Agreement Authorized Users of the Institutions, acting in their capacity as corresponding author, will be provided with the option to choose to take part in the Gold Open Access pilot once their journal article has been accepted for publication. Authorised Users of Institutions, acting in the capacity of corresponding author, who identify themselves in Elsevier's journal article workflow will be informed about a fifty percent (50%) discount on the article publishing charge (APC) for journals included in the Gold Open Access pilot as set by Elsevier on a per journal basis for the publication of the Open Access journal article. In Elsevier's workflow, Authorised Users of Institutions, acting in the capacity of corresponding author will select 'was conducted in Finnish universities/research institutions' from the organisations listed in Elsevier's Online Author Communication System.

The journal article types eligible for the fifty percent (50%) discount include full length journal articles; short communications; case reports; short surveys; software articles; data articles.

Elsevier will send to participating Institutions a list of Authorised Users of Institutions who have identified themselves as acting in the capacity of corresponding author and have selected to take part in the Gold Open Access pilot. A list will be sent to each Institution on a regular basis, in a timeframe to be agreed between the two parties. Each Institution will verify that Authorised Users of Institutions, acting in the capacity of corresponding author are affiliated to the Institution. On receiving this confirmation, Elsevier will invoice the Authorised User at the Institutional accounts payable address to be provided in advance by Consortium, applying the 50% discount to the APC.

In a timeframe to be agreed, Elsevier will provide each Institution with a list of Authorised Users of Institutions who, acting in the capacity of corresponding author, selected Gold Open Access but who did not select "was conducted etc." but did identify themselves as affiliated to a participating Institution in Elsevier's workflow. Each Institution will verify that Authorised Users of Institutions, acting in the capacity of corresponding author are affiliated to the Institution. On receiving this confirmation, Elsevier will retrospectively apply the 50% discount to the APC.

Elsevier is committed to improving the workflow during the term of this Agreement.

Additional Elsevier journals may be selected by Elsevier in agreement with the Consortium acting on behalf of the Institutions during the term of the Agreement to participate in this Gold Open Access pilot, for example journal titles owned by societies and published by Elsevier. Elsevier shall undertake

reasonable efforts to contact societies to inform them of the Gold Open Access pilot to ask such societies to participate in the Gold Open Access pilot. Such newly participating society journals shall be listed in Schedule 3.1 of this Agreement twice per year and added by means of an amendment in writing to this Agreement.

Elsevier shall on a monthly basis provide the Consortium a report of the Gold Open Access pilot journal articles published under this Agreement, including the corresponding author's institutional affiliation per Institution. The report shall include the following information: Corresponding author name and institutional affiliation; journal title, ISSN, article title, article type, DOI link, APC paid, journal discipline, CC license.

Both parties agree that there are Elsevier journals which fall outside the scope of selected journals under the Gold Open Access pilot and for which the 50% discount does not apply. Those journals are not listed in Schedule 3.1.

The Institutions are responsible for informing Authorized Users who wish to submit article manuscripts to identify themselves as being a corresponding author of an Institution in the course of Elsevier's publishing workflow.

Elsevier shall not be responsible for changing the researcher's behavior, the corresponding author shall be responsible for choosing whether the corresponding author would like to take part in the Gold Open Access pilot or not. Institutions shall be responsible for informing the Authorized Users about the opportunity to choose Gold Open Access in line with the pilot.

2. Joint Promotion

Both parties shall jointly promote this Agreement which brings added value to Elsevier and the Finnish research community. The parties have agreed upon the following press release:

PRESS RELEASE

FinELib and Elsevier Reach Agreement for Subscription Access and Open Access Publishing

– Joint FinELib and Elsevier Press Release –

Amsterdam/Helsinki, 11 January, 2018 – The FinELib consortium and information analytics business Elsevier today signed an agreement making Elsevier’s globally published research articles available to Finnish academic institutions, while providing Finnish researchers with incentives to publish open access if they so choose.

The 3-year contract applies to 13 Finnish universities, 11 research institutions and 11 universities of applied sciences, and grants subscription access to around 1,850 journals on Elsevier’s ScienceDirect e-platform. To support Finland’s goal of transitioning to open access publishing, Elsevier and FinELib have initiated an Open Access pilot program that stimulates Finnish researchers to publish their articles open access in Elsevier journals.

“Elsevier’s high-quality scientific, technical and medical research publications have significant value for Finnish researchers in order to stay internationally competitive,” said Keijo Hämäläinen, Rector at the University of Jyväskylä and leader of the contract discussions on behalf of FinELib. “Continued subscription access at competitive rates has therefore been a key priority for us. At the same time, the Finnish research community and Elsevier have agreed to provide options for authors to publish open access. We are pleased with Elsevier taking concrete steps to support our open access goals.”

Based on Scopus and ScienceDirect data, Finnish research published by Elsevier increased by 37.5% between 2011 and 2015 while the total number of Finnish articles published grew by 15.8% during that the same period. These numbers demonstrate the value Finnish scientists attach to publishing in Elsevier’s high-quality journals.

“The average quality of Elsevier’s articles worldwide, as indicated by the citation impact, is 30% above market average. This makes publishing in Elsevier journals particularly attractive to Finnish researchers, with whom we’ve had a long-lasting relationship” said Gino Ussi, Executive Vice President at Elsevier. “The collaboration between the Finnish research community and Elsevier is aimed at further improving the already high standard of Finnish research. We achieve this by paving the way for open access publishing and leveraging the full potential of Elsevier’s ScienceDirect platform – improving the way researchers search, discover, read, understand and share scholarly research.”

###

About FinELib

The FinELib consortium comprises of Finnish universities, universities of applied sciences, research institutes and public libraries. The consortium centrally acquires electronic resources for its member organisations and actively promotes open access. The aim of the consortium is to provide the best possible resources for research and teaching while supporting openness. More information: www.finelib.fi

About Elsevier

[Elsevier](http://www.elsevier.com) is a global information analytics business that helps institutions and professionals progress science, advance healthcare and improve performance for the benefit of humanity. Elsevier provides digital solutions and tools in the areas of strategic research management, R&D performance, clinical decision support, and professional education; including [ScienceDirect](http://www.sciencedirect.com), [Scopus](http://www.scopus.com), [SciVal](http://www.sciencedirect.com/sciencedirect), [ClinicalKey](http://www.clinicalkey.com) and [Sherpath](http://www.sherpath.com). Elsevier publishes over 2,500 digitized journals, including [The Lancet](http://www.thelancet.com) and [Cell](http://www.cell.com), more than 35,000 e-book titles and many iconic reference works, including [Gray’s Anatomy](http://www.graysonline.com). Elsevier is part of [RELX Group](http://www.relxgroup.com), a global provider of information and analytics for professionals and business customers across industries. www.elsevier.com

Media Contacts

Name: Anu Alaterä

Email: anu.alatera@helsinki.fi

Phone: +358 50 4154682

FinELib

Name: Harald Boersma

Email: H.boersma@elsevier.com

Phone: +31 20 485 2736

Elsevier