WILEY ONLINE ENHANCED AGREEMENT FOR CONSORTIUM CUSTOMERS

This Agreement dated as of February 4, 2020 (the "Agreement") sets forth the terms and conditions under which John Wiley & Sons, Inc. ("Wiley"), a New York corporation, 111 River Street, Hoboken, New Jersey 07030, will provide the National Library of Finland, with its principal offices at Unioninkatu 36, (P.O.Box 15), FIN-00014 UNIVERSITY OF HELSINKI, Helsinki, Finland ("National Library") and other members of the FinELib Consortium ("Member Institutions" as listed in Appendix A), represented by the National Library via power of attorney (the National Library and other members – each the "Customer"), with access to the Electronic Products and Services subscribed to by the Customer via Wiley Online Library.

A. DEFINITIONS
The following terms shall be deemed to have the meaning as set forth below:

1. Authorized Users - Those persons who are authorized by the Customer to have access to Wiley Online Library. Authorized Users must be current or retired bona fide faculty members, researchers, other staff members (e.g. librarians, scientific staff, other executives or employees), or students of the Customer (whether on a permanent, temporary, contract or visiting basis), or contractors engaged by the Customer, provided such contractors have been informed of, the Terms and Conditions of Use set forth herein and they access Wiley Online Library via the Customer's Secure Network. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library from computer terminals or other devices with a Customer-controlled IP address while physically located in physical premises directly controlled by the Customer. For the avoidance of doubt, no Users may be given access to the Licensed Material by any wireless network provided by the Customer unless such a network is a Secure Network.

2. Customer – each participating Member Institution listed in Appendix A, which has authorized the National Library, by power of attorney, to negotiate and sign this Agreement on its behalf and which is therefore bound by and a party to this Agreement. Each such participating Member Institution shall provide access to Wiley Online Library via its Secure Network for its Authorized Users as defined in this Agreement, and is responsible for the payments to be made via the National Library which will pay the Fees set out in Appendix B (b) on their behalf and for the implementation of the Agreement.

Appendix A will include information on IP addresses for the Secure Network which are covered by this Agreement at the start of the Term and contacts for each Customer. The Customer will inform Wiley of changes to the IP-addresses via the National Library. Appendix B specifies financial terms at the FinELib consortium level.

3. Electronic Products - All products, services and content available in Wiley Online Library shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer's access rights are provided in the appropriate Appendix. These products and services are defined as follows:

(a) Licensed Electronic Products - The electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products and their pricing as may be applicable are listed in the Appendices, as follows:
APPENDIX B (a) – Licensed Electronic Journals - 2020 All Titles
APPENDIX B (b) – Pricing
Appendix C - Open Access Publishing

(b) **Licensed Electronic Services** – The electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, as follows.

1. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.

2. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.

4. **Intellectual Property Rights** - These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.

5. **Secure Network** - The network which provides access to Wiley Online Library for Authorized Users via the Customer's IP addresses. The parties may mutually agree on a different authentication method during the Term.

6. **Wiley Online Library** - The online service (or any successor thereto) available from Wiley or its affiliates on the Worldwide Web including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

7. **Accepted Articles** - articles that have been accepted during the Term as set out in Appendix C for publication in a Wiley journal listed in Appendix C (1) – Open Access Publishing List, incorporated herein by reference, which will be updated by Wiley periodically to reflect changes in its portfolio. Appendix C (1) is an electronic file, a portable document format (PDF), with the title “Appendix C (1) - Open Access Publishing List” and which contains 1589 titles listed. The PDF file will also be provided via email addressed to the contact(s) as set forth in Appendix A of this Agreement upon execution of the Agreement or any other time the parties mutually agree to.

8. **Article Publication Charge (APC)** - the charge levied by Wiley on acceptance and open access publication of an Accepted Article for publication in Hybrid and Gold Open Access Journals, the amount of which is dependent on the publication in which such material is published.

9. **Corresponding Author** - Authorized User (excluding Walk-in-Users) who is responsible for manuscript submission, correction, proof reading, whole correspondence during the paper submission, handling the revisions and re-submission of revised manuscripts up to the acceptance of the manuscripts by Wiley, and who is named as the Corresponding Author on the final published article and whose affiliation with the Customer has been verified according to the internal control procedures of said Customer. For the avoidance of doubt, there can be only one Corresponding Author for the purposes of this Agreement, even if the final publisher version of the article lists more than one.

10. **Hybrid Journals** - Subscription journals published by Wiley that also offer authors the option to publish papers on an open access basis.
11. **Gold Open Access Journals** – Open access journals published by Wiley that only publish papers on an open access basis.


13. **WOAA** - the Wiley open access account held by the Customer for the purposes of administering open access workflows in Wiley’s Hybrid and Gold Open Access Journals.

**B. ACCESS AND PUBLICATION PRIVILEGES**

1. Wiley grants to the Customer and its Authorized Users, during the Term as defined in Paragraph G below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the full text and other material such as datasets published online in Wiley Online Library for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.

2. In addition, Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products on Wiley Online Library.

3. The Customer grants access to Wiley Online Library only to Authorized Users as defined in paragraph A.1. and in accordance with paragraphs C and E.2.b. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.

4. The Customer acknowledges that the Electronic Products and Wiley Online Library and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of Wiley Online Library and the Electronic Products are solely for the non-commercial use of the Authorized Users.

5. In the event of any difference between this Agreement and any terms and conditions communicated to Authorized Users at the website where the Licensed Electronic Products are provided this Agreement shall prevail.

6. Wiley grants Corresponding Authors during the Term, a non-transferable right to publish Accepted Articles open access (“Open Access Right”) in Wiley’s Hybrid and Gold Open Access Journals as provided in Appendix C subject to payment provided in Appendix B (b). For the avoidance of doubt, the Open Access Right shall only apply to Articles accepted for publication by Wiley during the Term of this Agreement. Corresponding Authors publishing Accepted Articles open access will be required to sign the then-current open access publishing agreement provided by Wiley.

**C. TERMS AND CONDITIONS OF USE**

1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined in the Terms and Conditions of Use below.

   a. Authorized Users may download, search, browse, retrieve, display (also to other Authorized Users) and view, copy and save to Secure Network server or offline copy e.g. to hard disk or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User’s own personal use, scholarly, educational or scientific research or internal business use. Authorized Users may make a reasonable number of photocopies of individual articles,
chapters or entries in the Licensed Electronic Products for uses as further outlined in
Paragraph C. Authorized Users may also transmit such material to other Authorized Users
and third-party colleagues in hard copy or electronically, for personal use or scholarly,
educational, or scientific research or professional use (including the distribution of a copy for
teaching purposes to each individual student Authorized User in a class at the Customer
institution) but in no case for re-sale, systematic redistribution e.g. posting on a listserv,
network or automated delivery, or for any other use. In addition, Authorized Users have the
right to use, with appropriate credit, figures, tables and excerpts from individual articles,
chapters or other entries from the Licensed Electronic Products in the Authorized User’s own
scientific, scholarly and educational works such as books and articles. Material, including
images or figures, that are separately listed as the copyright of a third party may be used
within the context of the educational work itself but not on a standalone basis unless
permitted by law. Authorized Users may not abridge, modify, translate or create any
derivative work based on Licensed Electronic Products, except to the extent necessary to
perform Text and Data Mining (“TDM”) as provided in Appendix G, or make it perceptible
on a computer screen to the Authorized Users for personal use, scholarly, educational or
scientific research or internal business use.

b. All Authorized Users have the option to create a My Profile Page which will allow them to
create data files and links to articles, chapters and entries of interest in the Licensed
Electronic Products, and search criteria which may be reused by them. In order to do so, the
Authorized User will have to select and register a username and password which the
Authorized User must keep confidential and not disclose to or share with anyone else.

c. The Customer and its Authorized Users may create links to Wiley Online Library from their
Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted
databases or library web pages, portals and information services provided these links are not
used in connection with any paid or commercial service or for any other commercial use
whatsoever.

d. For the avoidance of doubt, neither recovery of direct costs or costs required by law by the
Customer from Authorized Users or in the case of Inter Library Loan from the recipient
library, nor use by the Customer or by Authorized Users of the Licensed Electronic Products
in the course of research funded by a commercial organization or in fee based educational
programs nor use as a source for or quoting from the Licensed Electronic Products as
authorised by Finnish law in Authorized User's own scientific, scholarly, and educational
works including but not limited to books and articles, is deemed to constitute commercial use
or service for the purposes of this Agreement.

e. Authorized Users who are members of the Customer’s faculty or staff may include copies of
material from the Licensed Electronic Products 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 secure virtual and managed
environments (including but not limited to virtual learning environments, managed learning
environments, virtual research environments and library environments) hosted on the
Customer’s Secure Network for use by students of the Customer’s institution only, as part of
their course work or faculty, researchers or other staff as may be applicable. This material
shall be distributed to Authorized Users at the Customer's institution free of charge or at a
cost-based fee, and 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 are reading impaired at the cost of the
Customer or at a cost-based fee.
f. The Customer’s library staff may supply to another library, upon request by that library, either a single paper copy (by post or fax) or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research, teaching or private study. The electronic copy must be supplied by secure electronic transmission (e.g. email) and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.

g. Authorized Users who are members of the Customer’s faculty or staff may download, save electronically, print out and display on the Customer’s public website small extracts and screenshots from the Licensed Electronic Products, including Wiley’s trademarks and logos for the purpose of internal marketing or for training Authorized Users.

h. Authorized Users may publicly display or publicly perform parts of the Licensed Electronic Products as part of a presentation at a seminar, conference, or workshop, or other such similar activity. Each such item shall carry appropriate acknowledgement of the source, listing title and author of extract, title and author of work and publisher.

i. Authorized Users may use the Licensed Electronic Products to perform and engage in Text and Data Mining activities for scholarly, educational, or scientific research only and not for any direct or indirect commercial purpose, nor to create derivatives of the Licensed Electronic Publications except to the extent necessary to perform Text and Data Mining as defined in Appendix G.

j. Automated searching, robotic searching, or decompilation of the Wiley Online Library is prohibited, except as provided for in this Agreement.

k. The Customer’s library staff may provide print or electronic copies of single articles from the Licensed Electronic Products for individual Authorized Users for the purposes of scholarly, educational, scientific, research, internal business use or private study.

l. The Customer may allow the Licensed Electronic Products to be searched by Authorized Users via any portal in the Customer’s use or Finna information search service provided that the terms of this Agreement are upheld.

m. The Customer may gather usage data via Finna information search service or any portal in the Customer’s use consistent with applicable privacy laws and confidentiality requirements.

n. Reading impaired Authorized Users are permitted to use Braille displays, voice synthesizers and other such devices to enable use of the Licensed Electronic Products.

o. The Customer’s library staff may produce translations in Finnish (and other languages upon request) of user guides and other promotional materials available from Wiley or on Wiley Online Library, and display such translations and share them with other libraries via a public network for the purpose of promotion or for training Customer’s Authorised Users. The materials shall contain a statement that they are for training purposes and are not official materials prepared by Wiley. The Customer’s library staff may also produce audio-visual training guides, which may feature reference to and use of the Licensed Electronic Products for the same purpose and under the same conditions. The Customer shall use best efforts to ensure that such training and promotional material is accurate and contains no material errors and shall rectify without delay any errors or omissions which come to its attention.

p. Nothing in this Agreement shall constitute a waiver of any statutory rights held by the Customer and/or Authorized Users from time to time under Finnish law or any amending legislation.
q. In the event that any content included in the Licensed Electronic Products is in the public domain or has been issued under a Creative Commons or other open license, Wiley shall not place access, use, or other restrictions on that content beyond those found in the open license, where applicable.

r. The right to publish open access in Wiley’s Hybrid and Gold Open Access Journals is granted only to Corresponding Authors subject to the terms of Appendix C.

2. Except as provided in paragraph C.1. above or with respect to material published under Creative Commons or other open license, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Licensed Electronic Products; store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.

3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library, except if provided otherwise in this Agreement. Except as provided in paragraph C (TERMS AND CONDITIONS OF USE), Authorized Users may not integrate material from the Licensed Electronic Products with other material or otherwise create derivative works in any medium. However, quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.

4. Authorized Users may not do anything to restrict or inhibit any other Authorized User’s access to or use of Wiley Online Library and the Licensed Electronic Products.

5. If an Authorized User fails to abide by these Terms and Conditions of Use of this Agreement, or a Customer reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and the Licensed Electronic Products by such Authorized User or IP address(es) immediately without notice, in addition to any other available remedies. Malicious IP addresses are such IP addresses that are being used to cause denial-of-service attacks, that are used to spread malware, viruses, misleading applications such as fake antivirus programs or otherwise similarly aimed to damage Wiley Online Library. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley’s opinion to continue to cause damage, Wiley shall give prior written notice to the Customer and the National Library of its intention to terminate such access and shall allow the Customer, and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer shall notify Wiley when malicious credentials associated with offending IP address(es) have been remediated. Wiley shall immediately restore services upon notification that credentials associated with the malicious activity have been remediated.

6. Neither the Customer nor any Authorized User shall have the right to incorporate any material from the Licensed Electronic Products into any institutional or other repository unless the material has been published under Creative Commons or other open license terms that permit such incorporation. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley. This paragraph does not limit Authorized Users rights as set out in paragraph C.1.c.
D. FEES AND CHARGES

1. Fees and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users are specified in Appendix B (b) attached hereto, including where required by law, any applicable taxes and shall be due within forty-five (45) days of receipt of invoice. Fees will be invoiced to the National Library which will pay the Fees set out in Appendix B(b) on behalf of the Customer.

2. The Customer is responsible for any charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.

3. The Customer is responsible for ensuring that The National Library authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement.

4. Wiley shall annually send the Customer an email with the Invoice Agreement Letter attached (“Confirmation Email”) for the upcoming year. The Invoice Agreement Letter will only contain fee information. Upon the Customer’s written acceptance of fees via email set forth therein, this Agreement shall apply, or shall renew for the period set forth in the Invoice Agreement Letter. Except as specifically set forth in the Invoice Agreement Letter, the terms and conditions of this Agreement (including updated Appendices) shall continue to apply.

5. Wiley may issue the relevant invoice through any of its Wiley Affiliates. For the avoidance of doubt, Wiley Affiliates for purposes of this Agreement are John Wiley & Sons, Ltd., a company incorporated under the laws of England and Wales, The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ (“Wiley UK”), Wiley-VCH Verlag GmbH & Co. KGaA, a company incorporated under the laws of Germany, Boschstrasse 12 D-69469 Weinheim, Germany (“Wiley Germany”) and John Wiley & Sons Australia, Ltd., Level 5, 42 McDougall St., Milton, Queensland, Australia 4064 (“Wiley Australia”).

E. MUTUAL OBLIGATIONS

1. Wiley will:
   a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider). If, however, a Licensed Electronic Product is unavailable due to circumstances within Wiley’s reasonable control for a period of twelve (12) hours in a twenty-four (24) hour period not including times scheduled for normal or scheduled systems maintenance and upgrades, the affected Customer(s) will be entitled to receive the number of ArticleSelect tokens for joural articles and reference works which is the average number of daily full-text downloads used by the affected Customer(s) from the previous calendar year at no cost and valid for one calendar year.

   b. Provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard about the use of the Licensed Electronic Products by the Customer’s Authorized Users, consistent with applicable privacy laws and confidentiality requirements. The National Library and Customer will be able to obtain Usage statistics for Licensed Electronic Products on the
c. Both parties will use all reasonable efforts to mutually agree to schedule a training session coordinated by the Wiley Sales and Marketing team. The program will consist of free of charge training sessions organised from a distance using software, such as Webex, as well as self-paced tutorials.

d. Confirm that it will make all reasonable efforts to adhere to the specifications of the Transfer Code of Conduct (https://www.niso.org/publications/rp-24-2019-transfer).

e. During the Term of this Agreement, Wiley will provide the Customer with access to current electronic files of the journals in the 2020 All Title List and access to content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles.

f. Wiley will make reasonable efforts to provide the Customer with continuing access to the full text of any Licensed Electronic Product published by Wiley during the Term of the Agreement, in the event that the Licensed Electronic Product ceases to be published by Wiley for any reason.

g. Upon termination of this Agreement, Wiley will provide the Customer with perpetual non-exclusive access to current electronic files of the journals in the 2020 All Title List and content, generally back to 1997, depending on the start date of online publishing by Wiley, in the electronic format originally published, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles (Backfiles are the electronic journal content generally prior to 1997 and which are sold on a one-time fee basis and are not included under this Agreement). Perpetual access is provided on Wiley’s server which will be free of charge or via Portico (http://www.portico.org), or a similar platform for perpetual access in which Wiley participates.

h. By providing such access Wiley grants to the Customer and its Authorized Users a nonexclusive, royalty-free, perpetual license to access and use such material solely in accordance with the rights and restrictions on use specified in paragraphs C and E.2.

In the case of a merger during the Agreement Term between existing Customers or Customer and another FinELib consortium member, perpetual access rights granted under the terms of this Agreement will be maintained for the merged entity provided the merged entity participates in this Agreement. In the event of a merger the parties will negotiate in good faith the Fee for the participation of the merged entity in this Agreement. For avoidance of doubt, the merged entity is under no obligation to participate in this Agreement.

i. Wiley will use reasonable efforts to ensure that the Licensed Electronic Products will be compatible with standard search interfaces (e.g. Z39.50,) for the Term of the Agreement.
j. Wiley will use commercially reasonable efforts to enable provision of an SFX-target for the Licensed Electronic Products through ExLibris.

k. Wiley will use reasonable efforts to ensure that the Licensed Electronic Products meet the openURL standard for the Term of the Agreement.

l. Wiley will use reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) in order to ensure that the Licensed Electronic Products are accessible to all Authorized Users of the Customer.

m. Wiley will use reasonable efforts to adhere to the specifications of the KBART standards (http://www.uksg.org/KBART/s5/guidelines). Wiley shall make available to the National Library (acting on behalf of the Customer) before December 31 of each year within the subscription period, in KBART-compliant format, an itemized holdings report that specifies the Licensed Electronic Products accessible to Customer for the upcoming calendar year.

n. publish on an open access basis Accepted Articles by Corresponding Authors, subject to Corresponding Authors selecting the open access option in the workflow provided by Wiley, and subject to the terms of Appendix C, payment of the fee outlined in Appendix B (b).

o. Wiley will update the Licensed Electronic Products as listed in APPENDIX B (a) 1, and Appendix C (1) on an annual basis. If the total number of journal titles is reduced by 15% or more compared to the title list of the respective previous year of the Term, Wiley will notify the Customer via the National Library of such reduction at the latest 30 days prior to the end of the calendar year. Wiley will make a pro rata reduction of the Fee for the affected year(s) of the Term, taking into account the amount of material withdrawn and the remaining unexpired portion of the Term. In circumstances in which it is not possible for Wiley to give the Customer such advance notice, for example because the material to be withdrawn poses a legal risk or a risk to health or life, Wiley will give as much notice as it can of such withdrawal. For avoidance of doubt, Hybrid Journals becoming Gold Open Access Journals will not count towards the 15% threshold.

2. The Customer will:

a. take reasonable measures to inform Authorised Users of the Terms and Conditions of Use (Paragraph C) governing access to Wiley Online Library and to emphasize to such Authorised Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included in this Agreement.

b. make access available to Authorised Users only through the Customer’s Secure Network and from valid IP addresses or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons; take reasonable security measures to protect the Secure Network, and take responsibility for remediating and terminating any unauthorized access of which it has actual notice or knowledge;

c. provide Wiley with information about the Customer’s IP addresses which can be used by Wiley to authenticate Authorised Users. The Customer represents that all such IP addresses shall be limited to the Customer’s Secure Network;
d. promptly notify Wiley of any breach of Paragraph C (TERMS AND CONDITIONS OF USE) or unauthorized usage of the Electronic Products which comes to the Customer's attention; and cooperate fully with Wiley in the investigation of such breach or unauthorized use and in any action which Wiley takes to enforce its copyright and other Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer shall not be responsible for such breach or unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.

F. PRIVACY AND DATA PROTECTION POLICY

Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at http://www.wiley.com/WileyCDA/Section/id-301465.html. Wiley will comply with all applicable provisions of the the EU General Data Protection Regulation ("GDPR").

The transfer of personal data is governed by ANNEX SET II Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers), as set forth in Appendix F.

G. TERM AND TERMINATION

1. The term (the "Term") of this Agreement shall commence on the 1st of January 2020 (except as provided in Appendix C regarding open access publishing) and end on the 31st of December 2022.

2. Wiley shall have the right to request the Customer to terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use (paragraph C of this Agreement) or infringes the copyright or other Intellectual Property Rights in the Electronic Products or Wiley Online Library.

3. Either party may terminate this Agreement if:

   a. the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach. For avoidance of doubt, and except in relation to the payment of fees by the National Library, the termination and all its consequences will only affect the particular Customer in breach;

   b. a change in control of a Customer occurs, a Customer merges with or acquires an organization, breaks up or if changes relevant to this Agreement occur in the Customer's permission to organize higher level education or other legislation regarding the Customer and relevant to this Agreement. When the Agreement is terminated the respective Customer's share of the Fee as determined in the consortium cost division model will be deducted from the total Fee set out in Appendix B. Termination of any Customer can only take effect at the end of a calendar year and upon at least 60 days notice to Wiley. No fees paid to Wiley will be refunded in this eventuality.

4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war,
strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

5. On termination of this Agreement, copies of parts of the Licensed Electronic Products made by the Customer, Authorized Users as authorized under this Agreement or Finnish law may be retained. On termination all rights and obligations of the parties automatically terminate except those set forth in paragraphs C, E.1.g, H, and J.

H. **WARRANTY AND DISCLAIMERS BY WILEY**

1. Wiley represents and warrants that it has the right and authority to make Wiley Online Library available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley’s knowledge, Wiley Online Library and the Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.

2. Wiley shall indemnify and hold the Customer harmless from and against any damages, liabilities, costs and fees (including reasonable attorney’s fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley’s license of the Licensed Electronic Products or the Customer’s use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall not apply if the claim involves content which has been modified or otherwise used in a manner not permitted under this Agreement, and such modification or prohibited use was the cause of or contributed to the claim. The Customer shall give prompt notice of any infringement claim to Wiley, provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

3. Wiley Online Library may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.

4. Except for the warranties and indemnities provided by Wiley in paragraph H.1 and H.2. above,

   a. **WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;**

   b. **THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY AND ALL MATERIALS IS AT THE AUTHORIZED USER’S OWN RISK;**

   c. **ACCESS TO WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND**
d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING
OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS,
OR THE MATERIALS CONTAINED IN WILEY ONLINE LIBRARY, NOR THE
CUSTOMER SHALL BE LIABLE IN CONTRACT OR NEGLIGENCE OR
OTHERWISE FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR
CONSEQUENTIAL DAMAGES OR (II) LOSS OF DIRECT OR INDIRECT PROFITS,
BUSINESS, CONTRACTS, REVENUE OR ANTICIPIATED SAVINGS. FOR THE
AVOIDANCE OF DOUBT THIS PARAGRAPH DOES NOT LIMIT THE
CUSTOMERS OBLIGATION TO PAY THE FEES AS SET OUT IN APPENDIX B.

I. DISCLAIMERS BY CUSTOMER

FOR THE AVOIDANCE OF DOUBT EACH CUSTOMER (MEMBER OF THE FINELIB
CONSORTIUM INCLUDING THE NATIONAL LIBRARY) WILL ONLY BE LIABLE FOR
ITS OWN ACTIONS AND DEFAULTS, OTHER THAN FOR THE PAYMENT OF THE FEES
LISTED IN APPENDIX C, FOR WHICH THE NATIONAL LIBRARY IS LIABLE.

J. CONFIDENTIALITY PROVISIONS

1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the
National Library and/or Customer with certain information ("Confidential Information") which
may be oral or written (including in electronic format), which Confidential Information shall be
used by the National Library and/or Customer solely for the purposes of negotiating and
implementing this Agreement.

2. The Customer agrees to take reasonable care to protect the Confidential Information from
disclosure to third parties and to limit any disclosure of the Confidential Information to those
employees or contractors of the National Library and/or Customer including affiliates on a need-
to-know basis in connection with this Agreement, and who have been made aware of these
restrictions.

3. Fifteen (15) days after the final signature of the Agreement, the Agreement itself including all
Appendices but excluding personal data, will not be considered Confidential Information. Wiley
acknowledges that the National Library and/or Customer is intending to publish the Agreement.

K. GENERAL PROVISIONS

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may
not be assigned by the Customer except with the prior written consent of Wiley.

2. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York
applicable to contracts wholly entered into and performed in the State of New York. Any legal
action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall
be instituted in a court of competent jurisdiction in New York County in the State of New York if
Wiley is the defendant, and the place where the Customer has its registered statutory seat, where
the central, administration of the Customer is primarily conducted, or where the Customer has the
principal place of its business, if the Customer is the defendant; each party hereby consents and
submits to the personal jurisdiction of such court, waives any objection to venue in such court and
consents to the service of process by registered or certified mail, return receipt requested, at the
last known address of such party.
3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.

4. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered.

5. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive.

6. All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the financial terms of any Invoice Agreement Letter signed by the Customer as defined in paragraph D.4. above and the terms of this Agreement, the terms of the Invoice Agreement Letter shall govern.

L. APPENDICES

This Agreement includes the following Appendices (incorporated herein and which can be amended from time to time):

Appendix A: Customers
APPENDIX B (a): LICENSED ELECTRONIC JOURNALS - 2020 ALL TITLES
APPENDIX B (a) 1: 2020 All Title List COMPLETE LIST OF INCLUDED JOURNALS
APPENDIX B (b): PRICING
Appendix C: Open Access Publishing
Appendix C (1) – Open Access Publishing List
Appendix D, E: not included
Appendix F: The EU Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) Data transfer agreement
Appendix G: Text and Data Mining Agreement
AGREED AND ACCEPTED
THE NATIONAL LIBRARY OF FINLAND
FOR AND ON BEHALF OF EACH CUSTOMER
via power of attorney

Signature:

Name: Cecilia af Forselles

Title: Director

JOHN WILEY & SONS, INC.

Signature:

Name: Ben Townsend

Title: Vice President Research Sales
APPENDIX A – THE CUSTOMERS: Member Institutions and their contact information and ip-ranges

When additional constituent Member Institutions of the FinELib Consortium agrees in writing to the terms of their participation in this Agreement, they are deemed to be included in the definition of Customer as parties to the Agreement. Appendix A will be amended to include information on IP-ranges and contacts.

FinELib - Wiley subscribers 2020-2022
Contact information and ip addresses of subscribing organisations 2020

<table>
<thead>
<tr>
<th>Universities</th>
<th>IP addresses and ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aalto University</td>
<td></td>
</tr>
<tr>
<td>PO Box 11000, 00076 Aalto</td>
<td></td>
</tr>
<tr>
<td>Value added tax identification number: FI-22283574</td>
<td></td>
</tr>
<tr>
<td>Abo Akademi University</td>
<td></td>
</tr>
<tr>
<td>Domkyrkogatan 2-4, FI-20500 Åbo, Finland</td>
<td></td>
</tr>
<tr>
<td>Value added tax identification number: FI-02463121</td>
<td></td>
</tr>
<tr>
<td>Hanken School of Economics</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 479, FIN-00101 Helsinki, Finland</td>
<td></td>
</tr>
<tr>
<td>Value added tax identification number: FI-02459077</td>
<td></td>
</tr>
<tr>
<td>Lappeenranta-Lahti University of Technology LUT</td>
<td></td>
</tr>
<tr>
<td>P.O.Box 20 (Yliopistonkatu 34), FIN-53851 Lappeenranta, Finland</td>
<td></td>
</tr>
<tr>
<td>Value added tax identification number: FI-02459042</td>
<td></td>
</tr>
<tr>
<td>Tampere University including Tampere University Hospital</td>
<td></td>
</tr>
<tr>
<td>Tampere University Foundation sr, Tampere University, 33014 TAMPERE UNIVERSITY</td>
<td></td>
</tr>
</tbody>
</table>
Value added tax identification number: FI-28445618

University of Eastern Finland including Kuopio University Hospital
Yliopistonranta 1, P.O.Box1627, FI-70211 Kuopio
Value added tax identification number: FI-22857339

University of Helsinki including Helsinki University Central Hospital
P.O. Box 33, FIN-00014 Helsinki University, Finland
Value added tax identification number: FI-03134717

University of Jyväskylä
Universities of Applied Sciences
Tampere University of Applied Sciences
Kuntokatu 3, 33520 Tampere
Value added tax identification number: FI-10154281

Research institutes
European Chemicals Agency
Telakkakatu 6, FI-00150 Helsinki, Finland
Value added tax identification number: FI-21399428

Finnish Environment Institute
Latokartanonkaari 11, FI-00970 Helsinki, Finland
Value added tax identification number: FI-09961895

Finnish Institute for Health and Welfare
P.O.Box 30, FI-00271 Helsinki, Finland
Value added tax identification number: FI-22295006

Finnish Institute of Occupational Health
Information service, Arinati 3 A, FI-00370 Helsinki
Value added tax identification number: FI-02202669

Finnish Medicines Agency
P.O.Box 55, 00034 FIMEA, Finland
Value added tax identification number: FI-09215366

Finnish Patent and Registration Office
Sörnahisten rantatie 13 C, FI-00530 Helsinki, Finland
Value added tax identification number: FI-02446831

Geological Survey of Finland
P.O.Box 96, FI-02151 Espoo, Finland
Value added tax identification number: FI-02446807

National Land Survey of Finland
P.B. 84, 00521 Helsinki, Finland
Value added tax identification number: FI02459544

Natural Resources Institute Finland
Lalokartanonkaari 9, 00790 Helsinki, Finland
Value added tax identification number: FI02446292

VTT Technical Research Centre of Finland
P.O. Box 1000, FI-02044 VTT, Finland
Value added tax identification number: FI-26473754

Agreement Administrator:
Name: 
Address: The National Library of Finland / FinELib, P.O. Box 15 Unioninkatu 36 
FIN-00014 UNIVERSITY OF HELSINKI, FINLAND
Telephone: 
E-mail: 

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APPENDIX B (a) – LICENSED ELECTRONIC JOURNALS - 2020 ALL TITLES
Customers: participating Member Institutions of the FinELib consortium as listed in Appendix A

The 2020 All Title List comprises all subscription-based journal titles published on Wiley Online Library (or any successor platform) for the license year 2020 as referenced herein as Appendix B (a) 1, to this Agreement.

Wiley will submit to the Customer by September 1, 2020, and September 1, 2021, respectively, a list of the online editions of all journals in the 2020 All Title List that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles.

The following titles are not available via Wiley Online Library: British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR). However, they may be accessed via the URL https://www.birpublications.org/action/showLogin. All other titles in the 2020 All Title List are available via Wiley Online Library.

Subscriptions to Journals not included in the 2020 All Title List: In subsequent years, the Customer may subscribe to journals not included in the 2020 All Title List by placing orders directly via Wiley’s Journal Customer Service Department at cs-journals@wiley.com or via a subscription agent. These subscriptions will not be covered by the terms of this Agreement.

Print Subscription Pricing:
The Customer can purchase print subscriptions to journals in the 2020 All Title List at a deeply discounted rate at the prevailing rate. This does not apply to:
Titles published in e-only format by Wiley.
Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.

Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.
APPENDIX B (b) – PRICING

<table>
<thead>
<tr>
<th>Year</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee</td>
<td>3,245,226 EUR</td>
<td>3,326,356 EUR</td>
<td>3,409,516 EUR</td>
</tr>
<tr>
<td>Price increase % age</td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Subscriptions</td>
<td>2,271,658 EUR</td>
<td>1,496,860 EUR</td>
<td>1,534,282 EUR</td>
</tr>
<tr>
<td>Open Access Publishing</td>
<td>973,568 EUR</td>
<td>1,829,496 EUR</td>
<td>1,875,234 EUR</td>
</tr>
<tr>
<td>Subs % allocation</td>
<td>70%</td>
<td>45%</td>
<td>45%</td>
</tr>
<tr>
<td>OA % allocation</td>
<td>30%</td>
<td>55%</td>
<td>55%</td>
</tr>
</tbody>
</table>

The yearly total amount will be divided by the National Library between the Customers in accordance with the consortium’s internal cost division model.

Payment will be made annually. The tasks of receipt, payment and other handling of invoices are undertaken by the National Library on behalf of the Customer.

The invoice must contain the following information:
- reference: H9812 FinELib [redacted]
- name of the Licensed content
- subscription year

Invoicing information:
University of Helsinki/FinELib
P.O. Box 15 Unioninkatu 36
FIN-00014 Helsinki University
FINLAND
finelib@helsinki.fi

The pricing model of the Agreement allocates a percentage of total expenditure into an open access fund ("OA Fund") during the Term, enabling increasing amounts of Corresponding Authors articles to be published open access in Wiley Gold and Hybrid Open Access Journals. As the open access spend increases, subscription spend decreases whilst still giving Customer and its Authorized Users continuing read access to the agreed content as part of this Agreement.

The annual payment made for the OA fee will fund the WOAA balance administered across a number of accounts to be managed by each Customer where the allocation of OA fees to each account is determined by the Consortium. Annually, at the end of September (or a different time if the Parties mutually so agree), the remaining OA fees of each account are pooled for the remainder of the year. The WOAA continue to be administered by each customer. Each article Publication Charge due for each Accepted Article is deducted from the total OA fee in this Appendix B(b) until such time as the total OA fee value in the current year has been reached. The Article Publication Charge levied by Wiley for open access publishing in both Gold and Hybrid Open Access Journals during the Term will be at Wiley article processing charge list price for the journal, discounted by 10%

In the event that the balance for the respective year is nil before the end of the year, and unless the Customer provides additional fees to the WOAA Corresponding Authors of subsequent articles accepted for publication in the same year will be charged an APC at the full list price unless the author opts to publish the article on a subscription basis.

If the Customers are unable to spend the full annual OA allocation in the Fund, Wiley agrees to rollover a maximum of 10% of the total year 1 OA allocation in year 2, adding the rollover value to the agreed OA allocation. At the end of year 2 if the Customers are unable to spend the full OA allocation Wiley agrees to rollover a maximum of 5% of the revised year 2 OA allocation (including rollover value) into year 3. There will be no rollover if there is underspend at the end of year 3.
APPENDIX C – OPEN ACCESS PUBLISHING
Customers: participating Member Institutions of the FinELib consortium as listed in Appendix A

1. General

Wiley agrees to the open access publication in Hybrid and Gold Open Access Journals of Accepted Articles as requested by Corresponding Authors through the agreed workflow outlined below. Corresponding Authors publishing under this Agreement retain copyright and Wiley publishes these articles under a Creative Commons license unless the Corresponding Author chooses to opt out of open access publishing.

The eligible article types covered by this Agreement are primary research articles and review articles. The article types that are considered primary research articles and review articles will be provided to the Customer as an ongoing reference at regular intervals to be agreed. If Customers have any questions about whether a given article should be considered a primary research or review article, these will be reviewed on a case-by-case basis with the goal to honor the spirit of this Agreement such that any article which does represent primary research or a review should still be covered by the Agreement. Only the eligible article types enter the WOAA for confirmation or denial.

This Agreement will commence for articles accepted from the 17th February 2020 and end for articles accepted on 31st December 2022.

2. Workflow

2.1. Under the standard hybrid publication workflow, if the Corresponding Author has identified his/her affiliation with a Customer by selecting from a standardized list of institutions, the Corresponding Author will be presented with a choice of publishing options. The option to publish open access will be presented as default. Wiley will use its best endeavors to make clear to Corresponding Authors, upon acceptance at the latest, that Accepted Articles are meant to be published open access as part of this Agreement so long as the correct affiliation of the Corresponding Author is captured in Wiley system metadata in the acceptance stage at the latest.

For any journals that follow a non-standard hybrid publication workflow, the Corresponding Author of any eligible articles who has identified his/her affiliation with a Customer in the electronic editorial office submission system will also be presented with a choice of publishing options and informed that the articles are meant to be published open access as part of this Agreement. The list of the small number of journals that follow a non-standard hybrid publication workflow will be provided to the Customer as an ongoing reference at regular intervals to be agreed. Wiley will make every reasonable effort to ensure that the number of journals does not increase during the Agreement Term.

Under the gold open access publication workflow, the Corresponding Author or the person submitting the manuscript in the editorial office submission system will be asked to answer a publication charge question in which he/she selects the affiliation of the Corresponding Author from a standardized list of institutions in order to request that the publication charge is covered through this Agreement.

2.2. Wiley shall notify the Customer via email and/or the WOAA dashboard (depending on how the Customer has configured the WOAA) each time a Corresponding Author of an eligible article is identified as affiliated to the Customer and selects the option to publish his/her article as open access for both Hybrid and Gold Open Access Journals. The Customer shall then review the pending request, verify if the author is affiliated with the respective Customer, and approve or deny this article within their WOAA. Requests shall be handled promptly by the Customer with the goal of approval or denial of the request within 5 business days. If the Customer requires more than 5 (five) business days for confirming or denying if an author is affiliated, the Customer shall notify Wiley. If the Customer has not notified Wiley, Wiley will publish the article open access given the author indicated a choice to publish open access and signed an open access publishing agreement. The Customer has the right to
reject articles to be published under this Agreement if the Corresponding Author is not affiliated to a Customer, in which case the Corresponding Author will be offered the opportunity to pay the APC or to publish under subscription terms.

Wiley and the Customer will review the verification process as set forth herein on regular basis during the duration of the Agreement and will work collaboratively to address any workflow issues that have been identified.

2.3. During the Term of the Agreement, if Wiley fails to identify authors of articles in Hybrid Journals as Corresponding Authors despite the Corresponding Author correctly providing affiliation information at acceptance stage at the latest, Wiley shall be responsible for rectifying the status of the article to open access even after publication. Upon issuing the correction and rectifying the status of the Accepted Article, the Article Publication Charge for the article shall be deducted from the total OA fee in Appendix B(b), in accordance with the terms of this Agreement and any Article Publication Charge Wiley may have received from the author or another third party, shall be returned to author or said third party.

During the Term of the Agreement, if Wiley fails to identify authors of articles in Gold Open Access Journals as Corresponding Authors despite the Corresponding Author correctly providing affiliation information at acceptance stage at the latest, any Article Publication Charge Wiley may have received from the author or another third party, shall be returned to author or said third party and the Article Publication Charge for the article shall be deducted from the total OA fee in Appendix B(b), in accordance with the terms of this Agreement.

2.4. Any Article Publication Charge for an Accepted Article in a Hybrid Journal shall be deducted by Wiley from the total OA fee in Appendix B (b), upon the date when the Customer has confirmed the affiliation of the Corresponding Author. No Article Publication Charge shall be deducted for articles that the Customer has rejected.

2.5. Any Article Publication Charge for a Gold Open Access Journal shall be ring-fenced by Wiley when the Customer has confirmed the affiliation of the Corresponding Author in the WOAA, but shall not be deducted from the total OA fee in Appendix B (b) until the article is accepted.

2.6. The Article Publication Charge for any article submitted to Wiley which is not an eligible article type will not be deducted from the total OA fee in Appendix B(b), and will be charged separately under Wiley’s standard process; alternatively, such author may choose to publish the article on a subscription basis.

2.7. The Customer acknowledges that before any material submitted by a Corresponding Author is accepted for publication, the Corresponding Author or the owner of any copyright in such material will be required to agree to the applicable terms and conditions of publication (including without limitation the Open Access License).

2.8. Open Access License is defined as a Creative Commons license CC BY 4.0, CC BY-NC 4.0 and CC BY-NC-ND 4.0 (or later version of each license). Authors who declare original research funding during the license signing process from a funding body with a CC BY mandate will only be provided with a CC BY license to ensure compliance with funder mandates. For all other authors CC BY 4.0 will be presented as first choice of licenses (listed first). Wiley will make reasonable efforts to ensure that Corresponding Authors are provided information about the licensing preferences (CC BY) of the Customer with whom they have declared to be affiliated pursuant this paragraph 2. of Appendix C of this Agreement.

The National Library has the right to choose the wording with which the various licensing options are presented in the sections of the Author Services workflow that can be customized for various consortia Customer. In other places where licensing options are described, Wiley will work collaboratively with the Customer to agree appropriate wording.

3. Wiley’s Obligations
In consideration of the payments listed in Appendix B(b) and subject to the terms and conditions of this Agreement, Wiley shall during the Term of this Agreement:
3.1 not charge a Corresponding Author an Article Publication Charge for any Accepted Article that is accepted for publication in a Hybrid or Gold Open Access Journal, provided the the Corresponding Author follows the WOAA workflow pursuant paragraph 2.1. of this Appendix C, and there remain reasonable funds in the Customer’s WOAA to cover the Article Publication Charge fee. If a Corresponding Author requests Wiley to change the publication basis of his/her submission prior to publication, Wiley will do so; requests to publish the article as open access through this Agreement cannot be made post-publication except in cases described in paragraph 2.3.

3.2 include the Customer in Wiley’s Author Services site for all Hybrid Journals as an institutional account holder;

3.3 Subject to paragraph 4, publish the Accepted Articles in Wiley Online Library

3.3 provide a customizable link from the entry for the Customer on the Institutional Account List on Wiley’s Author Services site to the Customer;

3.4 clearly indicate on Wiley Online Library the articles that are available on an open access basis in the Hybrid Journals and/or Gold Open Access Journals; clearly mark the Creative Commons license in the article;

3.5 provide realtime reporting on all open access articles to the Customer through WOAA dashboard;

3.6 provide realtime reporting on all open access articles (including money spent and reserved) across all Customer WOAA to the National Library through the consortia view of the WOAA dashboard;

3.7 provide the National Library a Consortium level report twice per calendar year. This report will contain the following information regarding the Accepted Articles: a) name and email address of the Corresponding Author b) name of the Customer c) funding organisation (research funder) if provided by author d) date of acceptance of Accepted Article e) date of publication f) journal title g) ISSN h) Accepted Article title i) article type j) DOI k) Open Access License. In addition, Wiley will also report twice per calendar year to the National Library any potentially eligible articles for which the Corresponding Author has rejected open access publishing. Notwithstanding the bi-annual report and upon the request of the National Library, Wiley will provide this report in a reasonable timeframe before renegotiating the renewal of the Agreement.

3.8 deliver article metadata to Crossref and other relevant parties. The following fields of Crossref’s format shall be included:

- publisher
- title
- original-title
- DOI
- member
- type
- accepted
- container-title
- volume
- page
- article-number
- published-print
- published-online
- ISSN
- license (incl. content-version "vor")
- author (incl. ORCID if applicable and affiliation)
Not all of these fields are available for every article, these will be included whenever they are available and as part of the standard metadata Wiley sends to CrossRef.

4. Editorial Independence
Nothing herein shall oblige Wiley to publish any article submitted to Wiley by a Corresponding Author. The Customer acknowledges that the selection of material to be published in the Hybrid and Gold Open Access Journals is entirely at the discretion of Wiley/the editors of the Hybrid and Gold Open Access Journals and the Customer waives any claim it may have against Wiley in the event that Wiley or its editors refuse or decline to publish any material (or part thereof) submitted by a Corresponding Author. An article will be considered to be selected for publication once the Corresponding Author has been notified that the article has been accepted and Wiley has received the applicable publishing agreement for the Hybrid and Gold Open Access Journal signed by the right holder(s) of the article.
APPENDIX F - The EU Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) Data transfer agreement

ANNEX

‘SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

Customers as listed in Appendix A .................................................. (name)

.................................................. (address and country of establishment)

hereinafter “data exporter”) and

John Wiley & Sons, Inc. .................................................. (name)
a New York corporation, 111 River Street, Hoboken, New Jersey 07030, USA
hereinafter “data importer”

each a “party”; together “the parties”.

Definitions

For the purposes of the clauses:

(a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);

(b) “the data exporter” shall mean the controller who transfers the personal data;

(c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;

(d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:

(i) the data protection laws of the country in which the data exporter is established, or

(ii) the relevant provisions (1) of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorization or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data (2), or

(iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Option (h)(iii)

Initials of data importer: ________

(i) It will not disclose or transfer the personal data to a third-party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

(i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

(ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

(iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

(iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third-party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

(a) “Relevant provisions” means those provisions of any authorization or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

(b) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter’s country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:
(i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

(ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative be drafted to cover multiple transfers.
Dated: 7th February 2020

FOR DATA IMPORTER
John Wiley & Sons, Inc

FOR DATA EXPORTER
Cecilia af Forselles
Library Director

The National Library of Finland

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such
purposes.

8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
   (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
   (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
   or
   (b) where otherwise provided by the law of the data exporter

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects
The personal data transferred concern the following categories of data subjects:
Authorised users as defined in the agreement.

Purposes of the transfer(s)
The transfer is necessary for the following purposes:
To enable access by authorized users to licensed content via IP-authentication, to inform the publisher of appropriate contact person in the licensee institution for communication regarding administration of the agreement.

Categories of data
The personal data transferred concern the following categories of data:
IP-addresses used by authorized users, names and contact information of library person(s) at licensee institutions.

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:
To the importer’s own systems only.

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:
No sensitive data.

Data protection registration information of data exporter (where applicable)

Additional useful information (storage limits and other relevant information)
The personal data transferred may be stored until the end of the agreement term as defined in the agreement, unless the agreement is renewed (applies to those licensee institutions for whom the agreement is renewed). During the agreement term data that is no longer up to date or valid must be deleted.

Contact points for data protection inquiries
Data importer

Data exporter
ILLUSTRATIVE COMMERCIAL CLAUSES (OPTIONAL)

Indemnification between the data exporter and data importer:

"The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these clauses. Indemnification hereunder is contingent upon (a) the party(ies) to be indemnified (the "indemnified party(ies)") promptly notifying the other party(ies) (the "indemnifying party(ies)") of a claim, (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and (c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of such claim."

Allocation of costs:

"Each party shall perform its obligations under these clauses at its own cost."

Extra termination clause:

"In the event of termination of these clauses, the data importer must return all personal data and all copies of the personal data subject to these clauses to the data exporter forthwith or, at the data exporter's choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours."
APPENDIX G – Text and Data Mining Agreement

1. Definitions

a) ‘Text and Data Mining’ (‘TDM’) as used herein refers to any automated analytical technique aimed at analyzing text and data in digital form in the Licensed Electronic Products subscribed by the Customer or made available to Authorized Users on Wiley Online Library in order to generate information which includes but is not limited to patterns, trends and correlations.

b) ‘Text and Data Mining Output’ (‘TDM Output’) means the result of any TDM activity carried out by Authorized Users.

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c) In the event that the TDM results in the processing of personal data, the Authorized Users shall be responsible for complying with relevant data protection and privacy laws.

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b) mount, load and integrate the TDM Output for access and use by Authorized Users for TDM;

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(d) allow a third party to harvest any Licensed Electronic Products to an internal server;

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