

EMERALD LICENCE

This License Agreement is agreed between

1) Emerald Publishing Limited, of Howard House, Wagon Lane, Bingley BD16 1WA, England, trading as 'Emerald' ("the **Publisher**")

2) 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 (each the "**Licensee**"), the other members of the FinELib Consortium represented by National Library via a power of attorney

Whereas the Publisher holds the rights granted under this Agreement;

and whereas the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the right to use the rights for the fee.

1. DEFINITIONS

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

Authorised Users

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

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

Walk-in Users

Persons who are not Authorised Users but who are permitted to access the Secure Network from computer terminals or otherwise within the Licensee's physical premises. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Licensee. For the avoidance of doubt, Walk-In Users may not be given access to the Licensed Material by any wireless network provided by the Licensee unless such a network is a Secure Network

Commercial Use

Use for the purposes of monetary reward (whether by or for the Licensee or an Authorised, or Walk-in User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither

- recovery of direct costs or costs required by law by the Licensee from Authorised or Walk-In-Users or from the receiving library in the case of Inter Library Loan
 - use by the Licensee or by Authorised or Walk-In-Users of the Licensed Material in fee based educational programs (e.g. MBA)
 - use by the Licensee, Authorised or Walk-in-Users of the Licensed Material in the course of research funded by a commercial organisation
 - nor use of the Licensed Material as a source for or quoting from it in Authorised or Walk-in User's own scientific, scholarly, and educational works including but not limited to articles and books
- is deemed to constitute Commercial Use.

Educational Purposes

For the purpose of education, teaching, distance learning, private study, retrieving information and research.

Finna

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

Licensed Material

The material listed in Schedule 3, or in new Schedules to this Agreement which may be agreed by the parties from time to time.

Fee

The Fee set out in Schedule 2 or in new Schedules to this Agreement which may be agreed by the parties from time to time

Secure Network

A network, (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorised and Walk-in-Users whose identities (except in the case Walk-in Users) are authenticated at the time of login and whose conduct is subject to regulation by the Licensee.

Server

The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.

Academic Works

Assignments, portfolios, theses and dissertations.

Text Mining/Data Mining

A machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

Dispute Notice

A written notice outlining details of a dispute, its nature and full particulars, that either party has with the other.

2. AGREEMENT**2.1 License**

The Publisher agrees to grant the Licensee as specified in Schedule 1 and as amended from time to time by the parties, a non-exclusive and non-transferable right to access and use the Licensed Material and to allow Authorised and Walk-in Users to access and use the Licensed Material throughout the term of this Agreement via a Secure Network for Educational purposes and the Licensee agrees to pay the Fee.

2.2 Term of Agreement

This Agreement shall commence on 1.1.2021 and shall remain in effect until 31.12.2023.

2.3. Perpetual use

After termination of this Agreement the Publisher will provide each terminating Licensee and its Authorised and Walk-in Users with access to that part of the Licensed Materials published within the subscription period, as detailed in Schedule 2, as applicable to each individual Licensee. This shall be accomplished either by continuing online access to the same material on the Publisher's server or a third party server including Portico. Licensee may also gain perpetual access via the LOCKSS system. Perpetual access and use shall be

free of charge and is subject to the terms and conditions of this Agreement. Perpetual access will not be provided to the Licensee nor their Authorised Users where the Agreement has been terminated due to a breach by that particular Licensee. Furthermore, after termination of this Agreement, where the Publisher has granted perpetual access to any terminating Licensee and its Authorised and Walk in Users under separate Agreements, the Publisher agrees that:

- (i) the permitted and prohibited uses in respect of that access will be the permitted uses and prohibited uses stated in this Agreement in sections 3 and 4;
- (ii) the Licensee's obligations in respect of that access will be as stated in this Agreement in sections 7.1.1, 7.1.2 and 7.2.

2.4. Discount for print journals

Print journals listed in Schedule 2 are available for the Licensee, depending on the database access each Licensee has (listed in Schedule 1), at a flat price of EUR 345/journal/year. If the list price is lower than EUR 345, the list price will be charged instead. All subscriptions and payments for print journals will be handled directly by the members themselves.

3. PERMITTED USES

3.1. This Agreement shall be deemed to complement and extend the rights of the Licensee, Authorised and Walk-in Users under the Finnish Copyright Act (404/1961) and EC Copyright Directive (2001/29/EC) and nothing in this Agreement shall constitute a waiver of any statutory rights held by the Licensee, Authorised and Walk-in Users from time to time under the Act and the Directive or any amending legislation.

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

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

3.2. Licensee may:

- 3.2.1. Allow Authorised Users to have access to the Licensed Material from the Server via a Secure Network.
- 3.2.2. Allow Walk-in Users to have access to the Licensed Material from the server at computer terminals or otherwise within the physical Premises of the Licensee.
- 3.2.3. Make such temporary local electronic copies as are necessary to ensure efficient use by Authorised and Walk-in-Users.
- 3.2.4. Provide single printed or electronic copies of single articles at the request of individual Authorised and Walk-In-Users.
- 3.2.5. Use reasonable parts of the Licensed Material for the purposes of internal marketing, testing or for training of Authorised and Walk-in-Users during the subscription period and perpetual access period (if applicable), including the display, electronic saving, and distribution of part of the Licensed Material including Publisher's trademarks, screenshots and logos on the Licensee's secure network; display, electronic saving and distribution of screenshots of part of the Licensed Material, the Publisher's trademarks and logos on the Licensee's public website; and printing and distribution of part of the Licensed Material to Authorised and Walk-In-Users for such purposes.

- 3.2.6. Produce translations of user guides and other promotional materials available at Publisher website (public or secure) or otherwise received from Publisher, electronically save/deposit such translations on any electronic network including networks open to the public, display and distribute such translations via any said electronic network for the purpose of promotion or for training Licensee's Authorised and Walk-in-Users and for the use of other Licensees for the same purpose. Any such materials produced cannot be used for commercial use.
- 3.2.7. Produce audio visual works that include parts of the Licensed Material (including trademarks, logos and screenshots), electronically save/deposit such works on any electronic network including networks open to the public, distribute and publicly perform such works via any said electronic network for the purpose of promotion or for training Authorised and Walk-in-Users and for the use of other Licensees for the same purpose. Any such materials produced cannot be used for commercial use.
- 3.2.8. Supply a paper or electronic copy to a user of another library (whether by post or fax or secure transmission or via email, whereby the electronic file is deleted immediately after printing) for Educational purposes and not for Commercial Use.
- 3.2.9. Allow the Licensed Materials to be searched by Authorized and Walk-in-Users via Finna or other portal in the Licensee's use provided that the terms of this Agreement are upheld.
- 3.2.10. Gather usage data via Finna or other portal in the Licensee's use.
- 3.2.11. Provide Authorized and Walk-in-Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers.
- 3.2.12. Download metadata records in relation to the Licenced Materials and make them perpetually internally and/or publicly available without charge through the following systems in Licensee's use:
 - a) online library catalogues
 - b) online public institutional repositories
 - c) online institutional research information systems (CRIS)
 - d) online national research information system
 - e) information search portal(s) and system(s) (including but not limited to the national Finna, sector specific or geographical Finna)
 - f) national metadata repository Melinda
 - g) research publications portal(s) including national portals (including but not limited to JUULI)

Only data regarding materials authored by the Licensee's faculty, students, staff or affiliated researchers may be used for Licensee's online institutional repositories, online institutional research information systems (CRIS) and online national research information systems.

- 3.3. Authorised Users and Walk-in-Users may:
 - 3.3.1. Search, download, view, retrieve and display the Licensed Material
 - 3.3.2. Electronically save copies of parts of the Licensed Material.
 - 3.3.3. Print off single copies of parts of Licensed Material.
 - 3.3.4. Make a reasonable number of photocopies of parts of the Licensed Material for Educational purposes.
 - 3.3.5. Distribute single copies of parts of the Licensed Material in print or electronic form to other Authorised and Walk-in-Users. This sub-clause shall include the

distribution of a copy for teaching purposes to each individual student Authorised User in a class at the Licensee's institution.

3.3.6. Use the Licensed Material to perform and engage in Text and Data Mining activities.

3.3.7. Reading impaired Authorized and Walk-in-Users may use Braille displays, voice synthesizers and other devices to enable use of the Licensed Material.

3.4. Authorised Users may:

3.4.1. Incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users who, in the reasonable opinion of the Licensee, are reading impaired.

3.4.2. Distribute single copies of parts of the Licensed Material in print or electronic form to third party colleagues for the purposes of scientific research and communication or to be used for the basis of discussion groups.

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

3.4.4. Incorporate parts of the Licensed Material in printed or electronic form in Academic Works, including reproductions of the Academic Works for personal use and library deposit, if such use conforms to the customary and usual practice of the Licensee. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner.

4. PROHIBITED USE

4.1. The Licensee, Authorised Users or Walk-In-Users may not:

4.1.1. Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Material save as provided in this Agreement.

4.1.2. Systematically make printed or electronic copies of multiple extracts of the Licensed Material, save as permitted elsewhere in this Agreement.

4.1.3. Provide, by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Licensed Material, save as permitted elsewhere in this Agreement.

4.1.4. Display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network save as provided elsewhere in this agreement.

4.1.5. Permit anyone other than Authorised or Walk-In-Users to access or use the Licensed Material, save as permitted elsewhere in this Agreement.

4.2. The Publisher's explicit written permission must be obtained in order to:

4.2.1. Use the whole or any part of the Licensed Material for any Commercial Use.

- 4.2.2. Publish, distribute or make available the Licensed Material, works based on the Licensed Material or works which combine it with any other material, save as permitted in this Agreement.
- 4.2.3. Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, to Authorised and Walk-in Users save as permitted in this agreement. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. PUBLISHER'S UNDERTAKINGS

5.1. The Publisher shall:

- 5.1.1. Provide access to the Licensed Material via the World Wide Web by means of the use of IP address authentication or by other means agreed between the National Library acting on behalf of the Licensee and the Publisher from time to time.
- 5.1.2. Make the Licensed Material available to the Licensee from the Server at the start of the term. The Publisher will use reasonable endeavours to notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Material. If the changes render the Licensed Material less useful in a material respect to the Licensee, the Licensee may within thirty days of becoming aware of the change treat such changes as a material breach of this Agreement.
- 5.1.3. Use reasonable endeavours to make available the electronic copy of each journal covered by this Agreement no later than at the start of business hours on the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with the reasons therefore.
- 5.1.4. Use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
- 5.1.5. Use all reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorised and Walk-in Users at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service. If the online access is continuously interrupted for a period of one (1) weeks or more due to failure on the Publisher's side, the Publisher shall refund to the Licensee that part of the Fee that is in proportion to the time that the Licensed Material has not been available due to interruptions in the online access.
- 5.1.6. Provide customer support services to Authorised and Walk-in Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material. The Publisher will use all reasonable endeavours to respond to such enquiries within 24 hours of request. Although the standard response time for rights and permissions enquiries is within 5 working days of request;
- 5.1.7. Provide statistics by month and organisation regarding the online usage of the Licensed Material included in this Agreement to the National Library acting on behalf of the Licensee. Statistics will be provided on at least a quarterly basis.

In addition the Publisher will provide additional usage statistics to the Licensee via the Publisher's or third party's website through the use of passwords issued by the Publisher.

Publisher confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions;

data processing guidelines; usage report content, format frequency and delivery method. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected.

- 5.1.8. Provide online training.
- 5.1.9. The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene or unlawful. In the case of the Publisher not retaining the right to publish the material the Publisher shall give written notice to the Licensee and the National Library acting on behalf of the Licensee of such withdrawal 30 days prior to the withdrawal. When the Publisher removes material due to infringement of copyright or because the material is defamatory, obscene or unlawful the Publisher shall give notice to the National Library as soon as practicable, so that notification can be conveyed to Licensees and Authorized Users. If the withdrawn material represents more than ten percent (10%) of the item in the Licensed Material the Publisher shall make a pro rata refund of part of the Fee, taking into account the amount of material withdrawn and the remaining unexpired portion of the Term. If the withdrawal results in the Licensed Materials being less useful to the Licensee, it may within thirty days of such notice treat such changes as a material breach of this License.
- 5.1.10. Confirm that it will adhere to the specifications of the Transfer Code of Conduct.
- 5.1.11. In the event Publisher ceases to publish a journal that has been published online and the Transfer Code of Conduct is not applicable, Publisher will make its best efforts to continue to provide access to those volumes. This includes both journals which will no longer be published at all, and journals that will be published henceforward by another publisher.
- 5.1.12. Use its best endeavors to ensure that the Licensed Material will be compatible with standard search interfaces (e.g. Z39.50, SRU/SRW) for the term of the Agreement.
- 5.1.13. Use its best endeavors to ensure Licensed Material will meet the openURL standard for the term of the Agreement.
- 5.1.14. Supply Journal Level Metadata to the National Library acting on behalf of the Licensee on an annual basis in an appropriate format (if requested).
- 5.1.15. Use reasonable endeavours to provide the Licensee with the necessary data to allow the Licensed Materials to be searched by Licensee's Authorized and Walk-in-Users via a portal in the Licensee's use.
- 5.1.16. Provide the National Library with monthly updates regarding changes in the Licensed Material. The information must include titles and ISSN or ISBN numbers.
- 5.1.17. Use reasonable efforts to facilitate making searches to the Licensed Material via CDI Central Discovery Index. Licensor shall provide to Licensee's discovery service vendor on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee and Authorised Users.
- 5.1.18. Use its best endeavours to adhere to the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).

- 5.1.19. Use its best endeavours to meet the W3C standards (www.w3.org/WAI/Resources/#in) in order to ensure that the Licensed Material is accessible to all the Authorised and Walk-in -Users of the Licensee.
- 5.1.20. Archive the Licensed Material to ensure that it is preserved for future scholarship in at least one of the following archiving solutions: Portico, Clockss or Lockss, and inform the National Library acting of behalf of the Licensee in which of the archiving solutions the Licensed Material may be found;
- 5.1.21. Implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
- 5.1.22. Use its best endeavours to enable provision of an SFX-target for the Licensed Material through ExLibris and to support all major link resolvers.

6. WARRANTIES AND REPRESENTATIONS

- 6.1 The Publisher warrants and represents that it is the owner of the copyright in the Licensed Material or that it is duly licensed to use the copyrighted material contained in the Licensed Material and that the Licensed Material used as contemplated in this Agreement does not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.
- 6.2 The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Material in any way not permitted by this Agreement, and such amendment has caused the loss, damage, cost, liability or expense.
- 6.3 Except as expressly provided in this Agreement, all representations or warranties of any kind, express or implied, including but not limited to the accuracy of the information contained in the Licensed Materials or fitness of use for a particular purpose are to the fullest extent permitted by law excluded from this Agreement and accordingly the Licensed Materials are supplied "as is".

7. LICENSEE'S UNDERTAKINGS

- 7.1. The Licensee will:
 - 7.1.1. Use reasonable endeavours to notify Authorised and Walk-in-Users of the user terms and conditions of this Agreement and take steps to protect the Licensed Materials from unauthorised use or other breach of this Agreement.
 - 7.1.2. Use all reasonable endeavours and immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher in writing of such unauthorised use or breach and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
 - 7.1.3. Provide through the National Library acting on its behalf a list of valid IP addresses, within 30 days of the date of this Licence, to the Publisher and update those lists on a regular basis. The information provided will be sufficient to enable the Publisher to provide access to the Licensed Materials.
- 7.2. Nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any Authorised or Walk-in-User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

- 7.3. The Licensee acknowledges that the copyright and all other intellectual property rights in the Licensed Materials are the property of the Publisher.
- 7.4. The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee as set out in Schedule 2 within 60 days of receipt of invoice. The practical tasks of receipt, payment and other handling of invoices is undertaken by the National Library on behalf of the Licensee. The Fees are invoiced and paid annually. The Fees are exclusive of value added tax.

Should the National Library not pay the Fees on time, Publisher shall give the National Library written notice of default, granting it a further 2 (two) month period in which to comply with its payment obligation. Upon that period expiring, the National Library shall be deemed to be in default by operation of law and Publisher shall be entitled to suspend access to the Licensed Materials and charge the National Library an interest rate of 2% above Barclays Bank plc base rate on any payment that is not paid on time. Such interest shall be calculated from the day on which the National Library fell into default until the day on which the amount owing is received.

8. UNDERTAKINGS BY BOTH PARTIES

Each party will use its best endeavors to safeguard the intellectual property and proprietary rights (branding or trademarks of Emerald Publishing Limited) of the other.

9. LIMITATION OF LIABILITY

- 9.1 Neither party will be liable for any consequential, incidental, special or indirect damages save as provided elsewhere in this agreement.
- 9.2 For the avoidance of doubt every Licensee (member of the FinELib consortium listed in Schedule 1) will only be liable for its own actions and/or defaults.
- 9.3 Subject to (i) clause 9.4; and (ii) in respect of the Publisher's indemnity under clause 6.2 for which aggregate liability shall be unlimited; both parties' aggregate liability for all claims, losses or damages arising under or in connection with this Agreement shall be limited to an amount equivalent to the Fee(s) received by the Publisher from the Licensee (as determined by the FinELib cost division model) in respect of the calendar year during which such claim, loss or damage occurred.
- 9.4 No party limits its liability for death or personal injury caused by its own negligence (or the negligence of its employees or agents) .

10. TERMINATION

- 10.1. In addition to automatic termination at the end of the Term as contemplated in clause 2.2., unless renewed, this Agreement is terminated if either party gives written notice to the other in the following circumstances:
 - 10.1.1 Either party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty days of notification in writing by the other party.
 - 10.1.2 Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
 - 10.1.3 A change in control of a Licensee occurs, a Licensee merges with or acquires an organization, breaks up or if changes relevant to this Agreement occur in the Licensee's permission to organize higher level education or other legislation regarding the Licensee and relevant to this Agreement. The National Library will give the Publisher notice of the termination no later than 30 days before the end of a calendar year and the termination will take effect from the beginning of the next

calendar year. When the Agreement is terminated the respective Licensee's share of the Fee will be deducted from the total Fee. The Licensee's share of the fee is determined by the FinELib cost division model.

- 10.1.4 Licensee opts out during the term of the Agreement. Notice of an opt out must be given to the Publisher no later than three months prior to the end of the calendar year. The opt out will become effective on 1st of January of the following year. When the Agreement is terminated the respective Licensee's share of the Fee will be deducted from the total Fee. The Licensee's share of the fee is determined by the FinELib cost division model.
- 10.2 On termination all rights and obligations of the parties automatically terminate except for those specified in clauses 2.3 (perpetual use although not provided where the termination is due to a breach by a Licensee, perpetual access will then not be provided to the offending Licensee) and 6. (warranty, indemnity), 3 and 4 (rights and obligations to Licensed Material to which access continues to be permitted during perpetual access).
- 10.3 On termination of this Agreement by breach of a Licensee, the Licensee in question shall use reasonable endeavours to immediately cease to distribute or make available the Licensed Materials to Authorised Users and shall immediately destroy all Licensed Materials locally stored in accordance with the rights granted in this Agreement.
- 10.4 The termination as contemplated in clause 10.1.and all its consequences will only affect the Licensee(s) in question.
- 10.5 On termination of this Agreement the Publisher shall refund the proportion of the Fee that represents the paid but un-expired part of the Term.

11. GOLD OPEN ACCESS: ARTICLE PROCESSING CHARGE VOUCHERS

11.1. In consideration of the Fee(s), Emerald will issue Vouchers as shown in the table below that can be redeemed by Eligible Authors for publishing their content (one voucher redeems one article) in accordance with and subject to the conditions of this clause 11.

Number of Vouchers	Period
118	1 January 2021 to 31 December 2021 (Year 1)
Unlimited	1 January 2022 to 31 December 2022 (Year 2)
Unlimited	1 January 2023 to 31 December 2023 (Year 3)

- 11.1 Authorized Users of Licensee institutions set out in Schedule 1 who are corresponding authors are eligible to receive for a voucher (**Eligible Authors**).
- 11.2 In case of articles published by multiple authors, the corresponding author must be an Eligible Author for this clause to apply.
- 11.3 The Publisher will use best endeavours to promote the open access option within the applicable workflow system (for example for it to be listed first in the applicable workflow system).

- 11.4 The parties have the following obligations regarding Open Access Publishing:
- 11.4.1 The Publisher shall not levy article processing charges (APCs) directly on Authors who have identified themselves using their email address.
 - 11.4.2 The redemption of a voucher shall not influence the peer review process & editorial decision(s), nor interfere with any of the Publisher's COPE-compliant ethics or submission guidelines.
 - 11.4.4 The Publisher shall publish the open access articles in the publisher interface under the CC BY 4.0 license.
 - 11.4.5 The Publisher will provide the metadata of articles published on open access basis to CrossRef,
- 11.5. Eligible Authors will be eligible to use the Vouchers for articles accepted for publication:
- 11.5.1. in any journal listed in Schedule 3;
 - 11.5.2. in any Emerald fully gold open access journal; or
 - 11.5.3. on any Emerald open access publishing platform.
- 11.6. The voucher will cover all publication charges, including submission charges.
- 11.7. Acceptance of articles for publication will be subject to the acceptance criteria (including editorial and peer review standards) for the applicable journal/platform and must represent original peer reviewed research.
- 11.8. This Agreement covers articles accepted for publication during the Term of this Agreement. Vouchers will be assigned to Eligible Authors at the point of article acceptance (and in 2021 will be allocated on a first come first served basis).
- 11.9. A condition of redemption is that the Eligible Authors must agree that, and grant all necessary rights to enable, the accepted article to be published on a Creative Commons Attribution 4.0 International (CC BY 4.0) licence. For avoidance of doubt, the Eligible Author (and co-authors) will remain the copyright holders when using a Voucher.
- 11.10. Eligible Authors will be identified using email address: if the email address is part of the list of domain names of the Licensee then the affiliation to the Licensee is recognized. The parties might change this identifying process and amend this Agreement accordingly, when the changes and amendments are agreed by both parties. During the term, if
- 11.10.1. Emerald identifies an author as Eligible Author, but this Author is not affiliated to the Licensee, Emerald will refund the cost of the article processing charge or add a Voucher to the remaining balance;
 - 11.10.2. an Eligible Author does not appropriately identify themselves and then publishes an article on a subscription basis, Emerald shall convert the article so that it is published open access pursuant to this clause if an Eligible Author consents to this and there is a Voucher available (Voucher availability is a condition in 2021 only); and
 - 11.10.3. Emerald fails to identify authors as Eligible Authors despite the author correctly providing the identification parameters and then publishes their article on a subscription basis, Emerald shall be responsible to revert the article so that it is published pursuant to this clause if requested by the Eligible Author and the author is in fact an Eligible Author. In such case, a Voucher will be deducted from the total number of Vouchers (in 2021).
 - 11.10.4. Eligible Authors who have paid their own APC for an Eligible Article have the right to get their money back for articles published after January 1, 2021 if there is a voucher available (Voucher availability is a condition in 2021 only).
 - 11.10.5.

- 11.11. The Parties acknowledge that Eligible Authors have the options to publish Eligible Articles open access as envisaged by this clause, or a standard license to publish (i.e. on subscription basis). For avoidance of doubt, Publisher will use its best efforts to inform authors of their eligibility to use prepaid Vouchers. If an Eligible Author has chosen subscription basis, the article may subsequently be converted to open access without additional charge provided that the Eligible Author consents to this and there is a Voucher available (Voucher availability is a condition in 2021 only).
- 11.12. Emerald will deliver to the Licensee a monthly report of the articles by Eligible Authors that have been published in hybrid journals or fully open access journals in each quarter. The report shall include the following details:
 - 11.12.1. Name and email address of the corresponding author
 - 11.12.2. Name of Licensee to which the corresponding author is affiliated
 - 11.12.3. Date of acceptance
 - 11.12.4. Online publication date
 - 11.12.5. Journal Title
 - 11.12.6. Article title
 - 11.12.7. Article type
 - 11.12.8. DOI
 - 11.12.9. In 2021 number of Vouchers used to date and number of Vouchers remaining.
 - 11.12.10. Articles published on subscription basis.

12 GENERAL

- 12.1 This Agreement including all schedules is not considered confidential. Publisher acknowledges that the National Library and/or Licensee (s) is intending to publish the Agreement including all schedules.

12.2 ENTIRE AGREEMENT

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

12.3 ALTERATIONS

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

12.4 ASSIGNMENT

- 12.4.1 This Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 12.4.2 If rights in all or any part of the Licensed Material are assigned to another Publisher, the Publisher will ensure that the terms and conditions of this Agreement are maintained.

12.5 NOTICES

Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post.

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

The National Library of Finland
FinELib
P.O.Box 15 (Unioninkatu 36)
00014 University of Helsinki, Helsinki, Finland

Notices to the Publisher shall be sent to the following address:
Emerald Publishing Ltd.
Howard House
Wagon Lane
Bingley, BD16 1WA
UK

All such notices shall be deemed to have been received within 14 days of posting.

12.5 FORCE MAJEURE

Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

12.6 SEVERABILITY

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

12.7 WAIVER

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

13 GOVERNING LAW

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

14 DISPUTE RESOLUTION

- 14.1 In the event any dispute, controversy of claim arises between the parties under or in connection with this Agreement, the parties agree to first exercise their best efforts to resolve the dispute as soon as possible via negotiations.
- 14.2. Either party shall give the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documentation. On service of the Dispute Notice the Licensee and the Publisher shall attempt in good faith to resolve the Dispute.
- 14.3 If these negotiations are unsuccessful any dispute, controversy or claim arising between the parties under or in connection with this Agreement will be subject to and within the jurisdiction of the courts of Finland.

15 DATA PROTECTION

If by the end of transition period (or any agreed extension of it) there is no adequacy decision under art. 45 of the GDPR, or other legal framework in place to allow transfers of personal data from Finland to the UK in accordance with the GDPR, Publisher shall sign the EU Commission's standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers), as set out in Schedule 4 attached hereto.

16 SCHEDULES

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

Schedule 1: The Licensees: members of the FinELib-consortium

Personal data and IP ranges removed

Contact information and ip addresses of subscribing organisations 2021-2023	
Universities	
Aalto University	
[REDACTED]	[REDACTED]
PO Box 11000, 00076 Aalto	
[REDACTED]	
Value added tax identification number: FI-22283574	
Abo Akademi University	
[REDACTED]	[REDACTED]
Domkyrkogatan 2-4, FI-20500 Åbo, Finland	
[REDACTED]	[REDACTED]
Value added tax identification number: FI-02463121	
Hanken School of Economics	
[REDACTED]	[REDACTED]
P.O. Box 479, FIN-00101 Helsinki, Finland	
[REDACTED]	[REDACTED]
Value added tax identification number: FI-02459077	
Lappeenranta-Lahti University of Technology LUT	
[REDACTED]	[REDACTED]
P.O.Box 20 (Yliopistonkatu 34), FIN-53851 Lappeenranta, Finland	
[REDACTED]	[REDACTED]
Value added tax identification number: FI-02459042	
Tampere University including Tampere University Hospital	
[REDACTED]	[REDACTED]

Tampere University Foundation sr, Tampere University, 33014 TAMPERE UNIVERSITY	
[REDACTED]	
Value added tax identification number: FI- 28445618	
University of Eastern Finland including Kuopio University Hospital	
[REDACTED]	
Yliopistonranta 1, P.O.Box1627, FI-70211 Kuopio	
[REDACTED]	
Value added tax identification number: FI- 22857339	
University of Helsinki including Helsinki University Central Hospital	
[REDACTED]	
P.O. Box 33, FIN-00014 Helsinki University, Finland	
[REDACTED]	
Value added tax identification number: FI- 03134717	

Value added tax identification number: FI-02458955

University of Turku including Turku university central hospital

University of Turku, Feeniks Library, 20014 TURUN YLIOPISTO

Value added tax identification number: FI-02458963

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	
[REDACTED]	[REDACTED]
Jan-Magnus Janssonin aukio 1, FIN-00560 HELSINKI, Finland	
[REDACTED]	
Value added tax identification number: FI25538712	
Centria University of Applied Sciences	
[REDACTED]	[REDACTED]
Isokatu 3, P.O.Box 277, FIN-67101 Kokkola, Finland	
[REDACTED]	
Value added tax identification number: FI- 10978053	
HAAGA-HELIA University of Applied Sciences	
[REDACTED]	[REDACTED]
Ratapihantie 13, 00520 HELSINKI, Finland	
[REDACTED]	
Value added tax identification number: FI- 20291888	
Häme University of Applied Sciences (HAMK)	
[REDACTED]	[REDACTED]
Visamäentie 35, FIN-13100 Hämeenlinna, Finland	
[REDACTED]	
Value added tax identification number: FI26174893	
Jyväskylä University of Applied Sciences	
[REDACTED]	[REDACTED]
P.O.Box 207, FIN-40101 Jyväskylä, Finland	
[REDACTED]	

Value added tax identification number: FI-10065502	
LAB University of Applied Sciences	
LAB University of Applied Sciences, P.O Box 214 (Mukkulankatu 19), 15101 Lahti	
Value added tax identification number: FI26306446	
Lapland University of Applied Sciences	
Value added tax identification number: FI-25287925	
Laurea University of Applied Sciences	
Vanha maantie 9, FIN-02650 Espoo, Finland	
Value added tax identification number: FI-10462161	
Metropolia University of Applied Sciences	
Leiritie 1, 01600 Vantaa, Finland	
Value added tax identification number: FI-20945511	
Novia University of Applied Sciences	
Value added tax identification number: FI-20599102	

Oulu University of Applied Sciences	
Kiviharjuntie 8, 90220 FI-OULU, Finland	
Value added tax identification number: FI25097478	
Police University College of Finland	
P.O. Box 123, Vaajakatu 2, FIN-33721 Tampere, Finland	
Value added tax identification number: FI- 21531054	
Satakunta University of Applied Sciences	
PL 1001 (Satakunnankatu 23), FIN-28101 Pori, Finland	
Value added tax identification number: FI- 01373239	
Savonia University of Applied Sciences	
Microkatu 1, FIN-70201 Kuopio, Finland	
Value added tax identification number: FI26294633	
Seinäjäki University of Applied Sciences	
Kalevankatu 35, FIN-60100 Seinäjoki, Finland	
Value added tax identification number: FI- 25397673	

South-Eastern Finland University of Applied Sciences	
P.O.Box 68, 50101 Mikkeli	
Value added tax identification number: FI24729082	
Tampere University of Applied Sciences	
Kuntokatu 3, 33520 Tampere	
Value added tax identification number: FI-10154281	
Turku University of Applied Sciences	
Sepänkatu 1, FIN-20700 Turku, Finland	
Value added tax identification number: FI-02048198	
VAMK University of Applied Sciences	
Wolffintie 30, FIN-65200 Vaasa, Finland	
Value added tax identification number: FI-22676693	
Research institutes	
European Chemicals Agency	
Telakkakatu 6, FI-00150 Helsinki, Finland	

Value added tax identification number: FI-21399428	
Finnish Patent and Registration Office	
[REDACTED]	[REDACTED]
Sörnäisten rantatie 13 C, FI-00530Helsinki, Finland	
[REDACTED]	
Value added tax identification number: FI-02446831	
VTT Technical Research Centre of Finland	
[REDACTED]	[REDACTED]
P.O. Box 1000, FI-02044 VTT, Finland	
[REDACTED]	
Value added tax identification number: FI-26473754	

Schedule 2: The Licensed Material and Fee

Licensed Material/ Product Name	Fee	Access in Perpetuity?
Emerald Premier eJournal Subscription Period 1 st Jan 2021 – 31 st December 2021	€ 336,000	Yes
Emerald Premier eJournal Subscription Period 1 st Jan 2022 – 31 st December 2022	€347,000	Yes
Emerald Premier eJournal Subscription Period 1 Jan 2023 – 31 st December 2023	€357,000	Yes
Access to Emerald Premier eJournal archive for duration of agreement (1 January 2021 to 31 December 2023)		No

PRODUCT NOTES

Titles within the Product are reviewed on an annual basis and may be altered annually. Schedule 3 contains a list that is accurate at the date of this agreement.

Access to Emerald Premier eJournal Archive is provided and without access in perpetuity. The content of the Archive may vary from title to title and year to year and is dependent on availability of content (either in digitised form or because there was no content published).

Schedule 3: Licensed Material Product Lists : Emerald eJournal Premier and Emerald Premier eJournal Archive

Journal title	ISSN	Date Access to Emerald Premier eJournal Archive starts from (see product notes for details)
<u>Academia Revista Latinoamericana de Administración</u>	1012-8255	2012
<u>Accounting Research Journal</u>	1030-9616	2005
<u>Accounting, Auditing & Accountability Journal</u>	0951-3574	1988
<u>Advances in Autism</u>	2056-3868	2015
<u>Advances in Dual Diagnosis</u>	1757-0972	2008
<u>Advances in Mental Health and Intellectual Disabilities</u>	2044-1282	2010
<u>African Journal of Economic and Management Studies</u>	2040-0705	2010
<u>Agricultural Finance Review</u>	0002-1466	2000
<u>Aircraft Engineering and Aerospace Technology</u>	0002-2667	1997
<u>American Journal of Business</u>	1935-5181	1986
<u>Annals in Social Responsibility</u>	2056-3515	2015
<u>Anti-Corrosion Methods and Materials</u>	0003-5599	1997
<u>Archnet-IJAR</u>	2631-6862	2019
<u>Arts and the Market</u>	2056-4945	2015
<u>Asia Pacific Journal of Marketing and Logistics</u>	1355-5855	1998
<u>Asian Education and Development Studies</u>	2046-3162	2012
<u>Asian Review of Accounting</u>	1321-7348	2006
<u>Asia-Pacific Journal of Business Administration</u>	1757-4323	2009
<u>Aslib Journal of Information Management</u>	2050-3806	2014
<u>Assembly Automation</u>	0144-5154	1994
<u>Baltic Journal of Management</u>	1746-5265	2006
<u>Benchmarking: An International Journal</u>	1463-5771	1999
<u>British Food Journal</u>	0007-070X	1994
<u>Built Environment Project and Asset Management</u>	2044-124X	2011
<u>Business Process Management Journal</u>	1463-7154	1997
<u>Career Development International</u>	1362-0436	1996
<u>China Agricultural Economic Review</u>	1756-137X	2009
<u>China Finance Review International</u>	2044-1398	2011
<u>Chinese Management Studies</u>	1750-614X	2007
<u>Circuit World</u>	0305-6120	1996
<u>Collection and Curation</u>	2514-9326	2018
<u>COMPEL</u>	0332-1649	1996
<u>Competitiveness Review</u>	1059-5422	2005
<u>Construction Innovation</u>	1471-4175	2001

<u>Continuity and Resilience Review</u>	2516-7502	2019
<u>Corporate Communications: An International Journal</u>	1356-3289	1999
<u>Corporate Governance</u>	1472-0701	2001
<u>Critical Perspectives on International Business</u>	1742-2043	2005
<u>Cross Cultural & Strategic Management</u>	2059-5794	2016
<u>Data Technologies and Applications prev. Program</u>	2514-9288	2018
<u>Development and Learning in Organizations: An International Journal</u>	1477-7282	2003
<u>Digital Library Perspectives</u>	2059-5816	2016
<u>Digital Policy, Regulation and Governance</u>	2398-5038	2017
<u>Disaster Prevention and Management: An International Journal</u>	0965-3562	1992
<u>Drugs and Alcohol Today</u>	1745-9265	2001
<u>Education + Training</u>	0040-0912	1994
<u>Employee Relations</u>	0142-5455	1994
<u>Engineering Computations</u>	0264-4401	1996
<u>Engineering, Construction and Architectural Management</u>	0969-9988	2003
<u>English Teaching: Practice & Critique</u>	1175-8708	2015
<u>Equality, Diversity and Inclusion: An International Journal</u>	2040-7149	2010
<u>EuroMed Journal of Business</u>	1450-2194	2006
<u>European Business Review</u>	0955-534X	1994
<u>European Journal of Innovation Management</u>	1460-1060	1998
<u>European Journal of Marketing</u>	0309-0566	1989
<u>European Journal of Training and Development</u>	2046-9012	2012
<u>Evidence-based HRM</u>	2049-3983	2013
<u>Facilities</u>	0263-2772	1994
<u>Foresight</u>	1463-6689	1999
<u>Gender in Management</u>	1754-2413	2008
<u>Global Knowledge, Memory and Communication prev. Library Review</u>	2514-9342	2018
<u>Grey Systems: Theory and Application</u>	2043-9377	2011
<u>Health Education</u>	0965-4283	1994
<u>Higher Education, Skills and Work-Based Learning</u>	2042-3896	2011
<u>History of Education Review</u>	0819-8691	2004
<u>Housing, Care and Support</u>	1460-8790	1999
<u>Human Resource Management International Digest</u>	0967-0734	2002
<u>Indian Growth and Development Review</u>	1753-8254	2008
<u>Industrial and Commercial Training</u>	0019-7858	1994
<u>Industrial Lubrication and Tribology</u>	0036-8792	1994
<u>Industrial Management & Data Systems</u>	0263-5577	1994
<u>Industrial Robot</u>	0143-991X	1994
<u>Information and Computer Security</u>	2056-4961	2015
<u>Information and Learning Sciences</u>	2398-5348	2017
<u>Information Discovery and Delivery</u>	2398-6247	2017
<u>Information Technology & People</u>	0959-3845	1994
<u>Interactive Technology and Smart Education</u>	1741-5659	2004

<u>International Journal for Lesson and Learning Studies</u>	2046-8253	2012
<u>International Journal of Accounting & Information Management</u>	1834-7649	2007
<u>International Journal of Bank Marketing</u>	0265-2323	1994
<u>International Journal of Building Pathology and Adaptation</u>	2398-4708	2017
<u>International Journal of Clothing Science and Technology</u>	0955-6222	1994
<u>International Journal of Comparative Education and Development</u>	2396-7404	2016
<u>International Journal of Conflict Management</u>	1044-4068	2006
<u>International Journal of Contemporary Hospitality Management</u>	0959-6119	1994
<u>International Journal of Culture, Tourism and Hospitality Research</u>	1750-6182	2007
<u>International Journal of Development Issues</u>	1446-8956	2007
<u>International Journal of Disaster Resilience in the Built Environment</u>	1759-5908	2010
<u>International Journal of Educational Management</u>	0951-354X	1994
<u>International Journal of Emergency Services</u>	2047-0894	2012
<u>International Journal of Emerging Markets</u>	1746-8809	2006
<u>International Journal of Energy Sector Management</u>	1750-6220	2007
<u>International Journal of Entrepreneurial Behavior & Research</u>	1355-2554	1995
<u>International Journal of Ethics and Systems prev. Humanomics</u>	2514-9369	2018
<u>International Journal of Event and Festival Management</u>	1758-2954	2010
<u>International Journal of Gender and Entrepreneurship</u>	1756-6266	2009
<u>International Journal of Health Care Quality Assurance</u>	0952-6862	1994
<u>International Journal of Health Governance</u>	2059-4631	2016
<u>International Journal of Housing Markets and Analysis</u>	1753-8270	2008
<u>International Journal of Human Rights in Healthcare</u>	2056-4902	2015
<u>International Journal of Information and Learning Technology</u>	2056-4880	2015
<u>International Journal of Innovation Science</u>	1757-2223	2009
<u>International Journal of Intelligent Computing and Cybernetics</u>	1756-378X	2008
<u>International Journal of Intelligent Unmanned Systems</u>	2049-6427	2013
<u>International Journal of Islamic and Middle Eastern Finance and Management</u>	1753-8394	2008
<u>International Journal of Law and Management</u>	1754-243X	2008
<u>International Journal of Lean Six Sigma</u>	2040-4166	2010
<u>The International Journal of Logistics Management</u>	0957-4093	1990
<u>International Journal of Managerial Finance</u>	1743-9132	2005
<u>International Journal of Managing Projects in Business</u>	1753-8378	2008
<u>International Journal of Manpower</u>	0143-7720	1994
<u>International Journal of Mentoring and Coaching in Education</u>	2046-6854	2012
<u>International Journal of Migration, Health and Social Care</u>	1747-9894	2005
<u>International Journal of Numerical Methods for Heat & Fluid Flow</u>	0961-5539	1997
<u>International Journal of Operations & Production Management</u>	0144-3577	1994
<u>International Journal of Organization Theory & Behavior</u>	1093-4537	1998
<u>International Journal of Organizational Analysis</u>	1934-8835	2005
<u>International Journal of Pervasive Computing and Communications</u>	1742-7371	2005
<u>International Journal of Pharmaceutical and Healthcare Marketing</u>	1750-6123	2007
<u>International Journal of Physical Distribution & Logistics Management</u>	0960-0035	1994

<u>International Journal of Prisoner Health</u>	1744-9200	2005
<u>International Journal of Productivity and Performance Management</u>	1741-0401	2004
<u>International Journal of Public Leadership</u>	2056-4929	2015
<u>International Journal of Public Sector Management</u>	0951-3558	1994
<u>International Journal of Quality & Reliability Management</u>	0265-671X	1994
<u>International Journal of Quality and Service Sciences</u>	1756-669X	2009
<u>International Journal of Retail & Distribution Management</u>	0959-0552	1994
<u>International Journal of Social Economics</u>	0306-8293	1994
<u>International Journal of Sociology and Social Policy</u>	0144-333X	1998
<u>International Journal of Sports Marketing and Sponsorship</u>	1464-6668	1999
<u>International Journal of Structural Integrity</u>	1757-9864	2010
<u>International Journal of Sustainability in Higher Education</u>	1467-6370	2000
<u>International Journal of Tourism Cities</u>	2056-5607	2015
<u>International Journal of Web Information Systems</u>	1744-0084	2005
<u>International Journal of Wine Business Research</u>	1751-1062	2007
<u>International Journal of Workplace Health Management</u>	1753-8351	2008
<u>International Marketing Review</u>	0265-1335	1994
<u>Internet Research</u>	1066-2243	1994
<u>Journal for Multicultural Education</u>	2053-535X	2014
<u>Journal of Accounting & Organizational Change</u>	1832-5912	2005
<u>Journal of Accounting in Emerging Economies</u>	2042-1168	2011
<u>The Journal of Adult Protection</u>	1466-8203	1999
<u>Journal of Advances in Management Research</u>	0972-7981	2003
<u>Journal of Aggression, Conflict and Peace Research</u>	1759-6599	2009
<u>Journal of Agribusiness in Developing and Emerging Economies</u>	2044-0839	2011
<u>Journal of Applied Accounting Research</u>	0967-5426	1999
<u>Journal of Applied Research in Higher Education</u>	2050-7003	2009
<u>Journal of Asia Business Studies</u>	1558-7894	2006
<u>Journal of Business & Industrial Marketing</u>	0885-8624	1994
<u>Journal of Business Strategy</u>	0275-6668	2003
<u>Journal of Children's Services</u>	1746-6660	2006
<u>Journal of Chinese Economic and Foreign Trade Studies</u>	1754-4408	2008
<u>Journal of Communication Management</u>	1363-254X	2000
<u>Journal of Consumer Marketing</u>	0736-3761	1994
<u>Journal of Contemporary Marketing Science</u>	2516-7480	2018
<u>Journal of Corporate Real Estate</u>	1463-001X	1999
<u>Journal of Criminal Psychology</u>	2009-3829	2011
<u>Journal of Criminological Research, Policy and Practice</u>	2056-3841	2015
<u>Journal of Cultural Heritage Management and Sustainable Development</u>	2044-1266	2011
<u>Journal of Documentation</u>	0022-0418	1997
<u>Journal of Economic and Administrative Sciences</u>	1026-4116	2003
<u>Journal of Economic Studies</u>	0144-3585	1994
<u>Journal of Educational Administration</u>	0957-8234	1994

<u>Journal of Enabling Technologies</u>	2398-6263	2017
<u>Journal of Engineering, Design and Technology</u>	1726-0531	2005
<u>Journal of Enterprise Information Management</u>	1741-0398	2004
<u>Journal of Enterprising Communities: People and Places in the Global Economy</u>	1750-6204	2007
<u>Journal of Entrepreneurship and Public Policy</u>	2045-2101	2012
<u>Journal of Entrepreneurship in Emerging Economies</u>	2053-4604	2014
<u>Journal of European Real Estate Research</u>	1753-9269	2008
<u>Journal of Facilities Management</u>	1472-5967	2002
<u>Journal of Family Business Management</u>	2043-6238	2011
<u>Journal of Fashion Marketing and Management</u>	1361-2026	2001
<u>Journal of Financial Crime</u>	1359-0790	2002
<u>Journal of Financial Economic Policy</u>	1757-6385	2009
<u>Journal of Financial Management of Property and Construction</u>	1366-4387	2005
<u>Journal of Financial Regulation and Compliance</u>	1358-1988	2002
<u>Journal of Financial Reporting and Accounting</u>	1985-2517	2003
<u>The Journal of Forensic Practice</u>	2050-8794	2013
<u>Journal of Global Mobility</u>	2049-8799	2013
<u>Journal of Global Operations and Strategic Sourcing</u>	2398-5364	2017
<u>Journal of Global Responsibility</u>	2041-2568	2010
<u>Journal of Health Organization and Management</u>	1477-7266	2003
<u>Journal of Historical Research in Marketing</u>	1755-750X	2009
<u>Journal of Hospitality and Tourism Insights</u>	2514-9792	2018
<u>Journal of Hospitality and Tourism Technology</u>	1757-9880	2010
<u>Journal of Humanitarian Logistics and Supply Chain Management</u>	2042-6747	2011
<u>Journal of Indian Business Research</u>	1755-4195	2009
<u>Journal of Information, Communication and Ethics in Society</u>	1477-996X	2003
<u>Journal of Integrated Care</u>	1476-9018	1996
<u>Journal of Intellectual Capital</u>	1469-1930	2000
<u>Journal of Intellectual Disabilities and Offending Behaviour</u>	2050-8824	2013
<u>Journal of International Education in Business</u>	2046-469X	2008
<u>Journal of International Trade Law and Policy</u>	1477-0024	2002
<u>Journal of Investment Compliance</u>	1528-5812	2002
<u>Journal of Islamic Accounting and Business Research</u>	1759-0817	2010
<u>Journal of Islamic Marketing</u>	1759-0833	2010
<u>Journal of Knowledge Management</u>	1367-3270	1997
<u>Journal of Management Development</u>	0262-1711	1994
<u>Journal of Management History</u>	1751-1348	2006
<u>Journal of Managerial Psychology</u>	0268-3946	1994
<u>Journal of Manufacturing Technology Management</u>	1741-038X	2004
<u>The Journal of Mental Health Training, Education and Practice</u>	1755-6228	2006
<u>Journal of Modelling in Management</u>	1746-5664	2006
<u>Journal of Money Laundering Control</u>	1368-5201	1997
<u>Journal of Organizational Change Management</u>	0953-4814	1994

<u>Journal of Organizational Effectiveness: People and Performance</u>	2051-6614	2014
<u>Journal of Organizational Ethnography</u>	2046-6749	2012
<u>Journal of Participation and Employee Ownership</u>	2514-7641	2018
<u>Journal of Place Management and Development</u>	1753-8335	2008
<u>Journal of Product & Brand Management</u>	1061-0421	1994
<u>Journal of Professional Capital and Community</u>	2056-9548	2016
<u>Journal of Property Investment & Finance</u>	1463-578X	1999
<u>Journal of Property, Planning and Environmental Law prev. International</u>	2514-9407	2018
<u>Journal of Law in the Built Environment</u>		
<u>Journal of Public Budgeting, Accounting & Financial Management</u>	1096-3367	1994
<u>Journal of Public Mental Health</u>	1746-5729	1999
<u>Journal of Public Procurement</u>	1535-0118	2001
<u>Journal of Quality in Maintenance Engineering</u>	1355-2511	1995
<u>Journal of Research in Interactive Marketing</u>	2040-7122	2010
<u>Journal of Research in Marketing and Entrepreneurship</u>	1471-5201	1999
<u>Journal of Risk Finance, The</u>	1526-5943	2000
<u>Journal of Science and Technology Policy Management</u>	2053-4620	2014
<u>Journal of Service Management</u>	1757-5818	2009
<u>Journal of Service Theory and Practice</u>	2055-6225	2015
<u>Journal of Services Marketing</u>	0887-6045	1994
<u>Journal of Small Business and Enterprise Development</u>	1462-6004	1998
<u>Journal of Social Marketing</u>	2042-6763	2011
<u>Journal of Strategy and Management</u>	1755-425X	2008
<u>Journal of Structural Fire Engineering</u>	2040-2317	2010
<u>Journal of Systems and Information Technology</u>	1328-7265	1997
<u>Journal of Workplace Learning</u>	1366-5626	1997
<u>Kybernetes</u>	0368-492X	1994
<u>Leadership & Organization Development Journal</u>	0143-7739	1993
<u>Leadership in Health Services</u>	1751-1879	2007
<u>Library Hi Tech</u>	0737-8831	1997
<u>Library Hi Tech News</u>	0741-9058	1999
<u>Library Management</u>	0143-5124	1993
<u>Management Decision</u>	0025-1747	1994
<u>Management of Environmental Quality</u>	1477-7835	2003
<u>Management Research Review</u>	2040-8269	2009
<u>Management Research: Journal of the Iberoamerican Academy of Management</u>	1536-5433	2003
<u>Managerial Auditing Journal</u>	0268-6902	1994
<u>Managerial Finance</u>	0307-4358	1998
<u>Marketing Intelligence & Planning</u>	0263-4503	1994
<u>Measuring Business Excellence</u>	1368-3047	2000
<u>Meditari Accountancy Research</u>	2049-372X	2012
<u>Mental Health and Social Inclusion</u>	2042-8308	2010
<u>Mental Health Review Journal</u>	1361-9322	1996

<u>Microelectronics International</u>	1356-5362	1996
<u>Multidiscipline Modeling in Materials and Structures</u>	1573-6105	2005
<u>Multinational Business Review</u>	1525-383X	2003
<u>Nankai Business Review International</u>	2040-8749	2010
<u>Nutrition & Food Science</u>	0034-6659	1994
<u>On the Horizon</u>	1074-8121	2000
<u>Online Information Review</u>	1468-4527	2000
<u>Open House International</u>	0168-2601	2005
<u>Pacific Accounting Review</u>	0114-0582	2004
<u>Performance Measurement and Metrics</u>	1467-8047	2000
<u>Personnel Review</u>	0048-3486	1994
<u>Pigment & Resin Technology</u>	0369-9420	1997
<u>Policing: An International Journal</u>	1363-951X	1997
<u>Property Management</u>	0263-7472	1994
<u>Qualitative Market Research: An International Journal</u>	1352-2752	1998
<u>Qualitative Research in Accounting & Management</u>	1176-6093	2004
<u>Qualitative Research in Financial Markets</u>	1755-4179	2009
<u>Qualitative Research in Organizations and Management: An International Journal</u>	1746-5648	2006
<u>Qualitative Research Journal</u>	1443-9883	2006
<u>Quality Assurance in Education</u>	0968-4883	1994
<u>Quality in Ageing and Older Adults</u>	1471-7794	2000
<u>Rapid Prototyping Journal</u>	1355-2546	1995
<u>Records Management Journal</u>	0956-5698	1998
<u>Reference Services Review</u>	0090-7324	1997
<u>Research Journal of Textile and Apparel</u>	1560-6074	1997
<u>Review of Accounting and Finance</u>	1475-7702	2006
<u>Review of Behavioural Finance</u>	1940-5979	2009
<u>Review of International Business and Strategy</u>	2059-6014	2016
<u>Safer Communities</u>	1757-8043	2002
<u>Sensor Review</u>	0260-2288	1994
<u>Smart and Sustainable Built Environment</u>	2046-6099	2012
<u>Social Enterprise Journal</u>	1750-8614	2005
<u>Social Responsibility Journal</u>	1747-1117	2006
<u>Social Studies Research and Practice</u>	1933-5415	2017
<u>Social Transformations in Chinese Societies</u>	1871-2673	2016
<u>Society and Business Review</u>	1746-5680	2006
<u>Soldering & Surface Mount Technology</u>	0954-0911	1996
<u>South Asian Journal of Business Studies</u>	2398-628X	2017
<u>Sport, Business and Management: An International Journal</u>	2042-678X	2011
<u>Strategic Direction</u>	0258-0543	2002
<u>Strategic HR Review</u>	1475-4398	2004
<u>Strategy & Leadership</u>	1087-8572	1996
<u>Studies in Economics and Finance</u>	1086-7376	2006

<u>Studies in Graduate and Postdoctoral Education</u>	2398-4686	2017
<u>Supply Chain Management: An International Journal</u>	1359-8546	1996
<u>Sustainability Accounting, Management and Policy Journal</u>	2040-8021	2010
<u>Team Performance Management</u>	1352-7592	1995
<u>The Bottom Line</u>	0888-045X	1996
<u>The Electronic Library</u>	0264-0473	1999
<u>The Learning Organization</u>	0969-6474	1994
<u>The TQM Journal</u>	1754-2731	2008
<u>Therapeutic Communities</u>	0964-1866	2012
<u>Tizard Learning Disability Review</u>	1359-5474	1996
<u>Tourism Review</u>	1660-5373	2007
<u>Transforming Government: People, Process and Policy</u>	1750-6166	2007
<u>VINE Journal of Information and Knowledge Management Systems</u>	2059-5891	2016
<u>Working with Older People</u>	1366-3666	2000
<u>World Journal of Engineering</u>	1708-5284	2011
<u>World Journal of Entrepreneurship, Management and Sustainable Development</u>	2042-5961	2010
<u>World Journal of Science, Technology and Sustainable Development</u>	2042-5945	2010
<u>Worldwide Hospitality and Tourism Themes</u>	1755-4217	2009
<u>Young Consumers</u>	1747-3616	2002

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: EMERALD PUBLISHING LIMITED

Signatures removed

Name (in block capitals): Shariq Mumtaz Date:

Signature:



Position / Title: Sales Director

FOR THE LICENSEE: The National Library of Finland, Helsinki University

Name (in block capitals): Kristiina Hormia-Poutanen

Date: 5.2.2021

Signature:



Position / Title: Director of Services

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

Licensees as listed in Schedule 1 (name)

_____ (address and country of establishment)

hereinafter "data exporter" and

Emerald Publishing Limited (name)

Howard House, Wagon Lane, Bingley BD16 1WA, England (address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

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

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(c).
- (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: (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).

(1) "Relevant provisions" means those provisions of any authorization or decision except for the enforcement

- provisions of any authorisation or decision (which shall be governed by these clauses).
- (2) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

IV. Law applicable to the clauses

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

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (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.

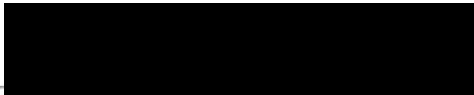
VII. Variation of these clauses

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: _____



FOR DATA IMPORTER

.....
.....
.....



FOR DATA EXPORTER

Kristiina Hormia-Poutanen
Director, Library Network Services
The National Library of Finland

Signatures removed

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 and Walk-in-users as defined in the agreement.

Purposes of the transfer(s)

The transfer is necessary for the following purposes:

To enable access by authorized and walk-in-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 and walk-in-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.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

.....

Data protection registration information of data exporter (where applicable)

.....

Additional useful information (storage limits and other relevant information)

The personal data transferred may be stored until the end of the agreement term as defined in the agreement or longer where reasonably necessary but always in accordance with the General European Data Protection Regulation and other applicable data protection laws, 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

.....



Personal data removed

None

ILLUSTRATIVE COMMERCIAL CLAUSES (OPTIONAL)

