

AGREEMENT

This agreement (“Agreement”) is entered into as of 01 January 2020 by and between the National Library of Sweden, P.O. Box 5039, SE-102 41, Stockholm, Sweden, for and on behalf of the respective organisations identified on Schedule 1 (the “Subscriber”), and Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

This Agreement consists of:

- these terms and conditions
- Schedule 1: Subscriber per Product, Fees and Sites
- Schedule 2: Pricing Model
- Schedule 3: Open Access Terms
- Schedule 4: Subscribed Products
- Schedule 5: Post Termination Access

In consideration of the payment of a fee, Elsevier grants to the Subscriber the rights (1) to publish open access articles from Subscribers’ authors in accordance with Schedule 3 herein; and (2) to access and use Elsevier products and services in accordance with the terms and conditions of this Agreement. Consequently, the parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 4 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers (including temporary, visiting and/or retired over the age of 65) of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 1 (the “Sites”) and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal, scholarly, research, education or other non-corporate use (“Walk-in Users”).

1.3 *Authorized Uses.*

Each Authorized User may, on site and/or remotely:

- a. access, search, browse and view the Subscribed Products;
- b. print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- c. incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and incorporate links and downloaded articles, abstracts and book chapters in electronic course packs, and course management systems and instructor websites, provided that such content carries appropriate acknowledgement of source, title, author and publisher;
- d. publicly display individual items or publicly perform parts of the Subscribed Products as part of a presentation at a seminar, conference, or workshop, or other similar event;
- e. provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for personal, scholarly or research use;

- f. store individual journal articles from the Subscribed Products in the private library of a social networking site for the Authorized User's own personal, scholarly or research use only;
- g. share individual journal articles from the Subscribed Products with third party colleagues individually for personal, scholarly or research use;
- h. share individual journal articles from the Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- i. when reading or visually impaired, use Braille displays, voice synthesizers and other such devices to enable use of the Subscribed Products;
- j. as provided in Article 3 of the EU Directive on copyright and related rights in the Digital Single Market (2019/790) and implemented into Swedish law, to perform and engage in content mining activities within the scope of such EU DSM Directive;
- k. post in any online location items of the Eligible Articles published under the Open Access License, including a preprint, the accepted author manuscript and/or the final published research; and
- l. post in any online location items of the Subscribed Products of which it is the author, including a preprint or post the accepted manuscript as further described in the Elsevier sharing policy which can be found at <https://www.elsevier.com/about/open-science/open-access>. Each Authorized User may also use individual items of the Subscribed Products of which it is the author for class room teaching, use it in a subsequent compilation of its work, to include it in a thesis or dissertation, or extend the article to a book form or otherwise use or re-use portions or excerpts in other works with full acknowledgment of the original source. This provision applies notwithstanding any terms or conditions to the contrary in any author agreement between Elsevier and such Authorized Users, who are, for the avoidance of doubt, third party beneficiaries of this provision of the Agreement.

The Subscriber:

- m. may print and deliver individual items in any format, whether mail, fax, email, Ariel or by any other electronic means, from the Subscribed Products to fulfill requests as part of the practice commonly known as "interlibrary loan" from non-commercial libraries located within the same country as the Subscriber;
- n. may extract and index Data from the final published research from Authorised Users included in the Subscribed Products to index and store these in perpetuity in the Subscriber's institutional repository, e.g. by implementing the ScienceDirect APIs. "Data" means index terms, bibliographic information, headers, references, digital object identifiers, embargo end dates, keywords, author affiliation, abstracts, or any other data when included, of the full text articles/book chapters; and
- o. may, in the user interface of the institutional repository, publicly display abstracts and dynamically display, including via a ScienceDirect API, a first page PDF preview or, subject to the user authentication, the full PDF of the research for which the Subscriber has indexed Data.
- p. will, in connection with the storage of Data from the final published research from Authorised Users in the Subscriber's institutional repository, and without prejudice to clause 2.13, undertake reasonable efforts to:

- ensure links to the relevant final published research landing page in the Subscribed Product are available as part of the displayed Data. In the event links to multiple instances of the full text article/book chapter are displayed, the Subscriber will, where possible, undertake reasonable efforts to ensure that the link to the final published research is displayed more prominently than the links to the other versions of the article/book chapter;
- if agreed by the author and if not conflicting with the provisions of clause 1.3k, ensure that accepted manuscripts bear a Creative Commons license Attribution Non-Commercial Non-Derivative 4.0 International (CC-BY-NC-ND 4.0) and link back to the final published research on ScienceDirect;
- ensure the indexes only include Data and no other parts of the final published research.

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

1.4 *Restrictions on Use of Subscribed Products.*

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

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

Individual Authorized Users who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

Nothing in this Agreement shall be taken to restrict, limit or curtail any acts done or authorised by the Subscriber or Authorised Users in relation to the Subscribed Products or any part thereof which are or will be permitted under a mandatory Swedish law during the Term. In the event of any conflict between the provisions of this Agreement and the provisions of a mandatory Swedish law, the provisions of Swedish law shall prevail.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the

IP addresses set forth on Schedule 1 or as may be otherwise set forth herein.

On termination of this Agreement, Elsevier shall not provide continuous and perpetual online access for Subscriber and its Authorized Users to that part of the Subscribed Product which was published during the Term, unless Subscribers individually elects to purchase such access against payment of a fee as described further in Schedule 5.

For the avoidance of doubt, any previous agreement between Elsevier and the Subscriber for continuous and perpetual online access to Elsevier's publications will remain in effect.

2.2 *Quality of Service.*

Elsevier will provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 99% up-time per year, with the 1% down-time excluding scheduled reasonable maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding three (3) consecutive days, then Elsevier will refund to the Subscriber an amount calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the then current calendar year. This clause will survive termination to apply to the Eligible Articles published during the term of this Agreement. In addition to the foregoing, in case of interruption or suspension of service exceeding in aggregate thirty (30) days in a same year, Subscribers shall be entitled to terminate the agreement and receive a pro rata refund of the unused portion of the Fees for the then current calendar year.

2.3 *Withdrawal of Content.*

Elsevier reserves the right, upon prior notice to Subscriber, to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than 5% of the number of titles comprising the Subscribed Products, Elsevier shall refund to Subscriber the amount of the Fees that is proportional to the title list value of the withdrawn content and the remaining unexpired portion of the period for which the Fees were paid, and Subscriber may, upon thirty day notice, treat such withdrawal as a material breach of this Agreement.

2.4 *Usage Data Reports.*

Elsevier will make anonymised usage data reports on the usage activity of each Subscriber available online on a monthly basis to the librarians/administrators employed by Subscriber and the National Library of Sweden. Such reports may be accessed by vendors or other third parties retained by the Subscriber for the purpose of usage analysis of the Subscriber. Elsevier will comply with the current version of the COUNTER Code of Practice.

2.5 *SUSHI.*

Elsevier will comply with the current version of the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol.

2.6 *Accessibility.*

Elsevier will comply with the current version of the Web Content Accessibility Guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium (W3C).

2.7 *Open URL.*

Elsevier will comply with the current version of the Open URL Standard (ANSI/NISO Z39.88).

2.8 *Journal Transfer.*

Elsevier will comply with the current version of the TRANSFER Code of Practice.

2.9 *KBART Compliance.*

Elsevier will provide link-resolver vendors and other library systems suppliers quarterly with full details of the Subscribed Products in accordance with the current KBART standard.

2.10 *Access and License Indicators.*

Elsevier will comply with the then current version of the NISO recommended practice Access and License Indicators (NISO RP-22-2015).

2.11 *Long-time Preservation and Alternative Access.*

The Koninklijke Bibliotheek, the National Library of the Netherlands, has been authorized to operate a digital archive of all Elsevier journal titles that Elsevier makes available on the ScienceDirect online service and has agreed to cooperate in opening this archive to the Subscriber should the Subscribed Products no longer be made available electronically from Elsevier or any other vendor for the purposes of long term preservation and perpetual access and for the case normal access to the Subscribed Products via the ScienceDirect online service is interrupted.

2.12 *Title lists of the following year.*

Elsevier will provide Subscriber with detailed lists of all materials included in the Subscribed Products of the following year each 25th of September of the Term. Such lists shall be delivered in MS Excel format and shall include title, print ISSN and online ISSN, URL, access start year, volume, issue, as well as a clear indication of the open access materials.

2.13 *Metadata.*

Elsevier will make commercially reasonable efforts to deliver, upon request, metadata and full text relating to the Subscribed Products to the National Library of Sweden and Subscriber by FTP data feed or by any other means agreed between the parties. The metadata will contain the following fields: chapter/article title, book/journal title, ISBN/ISSN, author(s), volume, issue, year, page, publisher and link to full text on the online-platform. The National Library of Sweden may load and format the metadata onto the freely accessible National Union Catalogue Libris (<http://libris.kb.se>). The Subscriber may load and format the metadata onto the Subscriber' server to enable indexing of the Subscribed Products by the Subscriber solely for the purpose of enhanced navigation. The Subscriber may load the metadata to a secure third-party server provided that the Subscriber are contractually responsible for the third party. Access to the full text will solely be available to Authorised Users and solely accessible on site at the National Library of Sweden. Elsevier agrees to permit the National Library of Sweden and the Subscriber to release metadata relating to the Subscribed Products using a Creative Commons License CC0 (<http://creativecommons.org/about/cc0>).

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) as identified on Schedule 1 and, in addition and at the Subscriber's option, by the use of usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will:

- take reasonable measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products, if any, in an appropriately secure manner by using reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issue any passwords or credentials used to access the Subscribed Products, if any, only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
 - provide true, complete and accurate IP addresses, as identified on Schedule 1 and proactively inform Elsevier of any changes, including the addresses no longer being used exclusively by the Subscriber; and
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
 - implement reasonable policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
 - promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspends the access only from where the unauthorized use occurred upon notice to the concerned Subscriber.

The Subscriber and the National Library of Sweden will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or wilful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engage, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber will use reasonable efforts to have in place documented policies and procedures, which may be reviewed by Elsevier, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information relating to the Subscribed Products. The Subscriber will promptly notify Elsevier if it determines that there has been a material breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

4.1 *Payment, Invoices and Late Payment.*

The National Library of Sweden, on behalf of the Subscriber, will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within sixty (60) days of reception of invoice relating to each subscription year. Invoice will dated and sent within the first week of January. Elsevier will first provide pro forma invoices for verification. Once approved, Elsevier will provide final electronic invoices in the PEPPOL BIS Billing 3 format. Late payments will be subject to interest charges as set forth in applicable law. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if (a) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or (b) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of access for non-payment or on any other grounds provided herein is without prejudice to the

Subscriber obligation to pay its outstanding and future invoice amounts in full. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

4.2 *Currency.*

Any sum to be paid by the Subscriber to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Subscriber to Elsevier under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Subscriber waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause.

4.3 *Value Added Tax.*

The Subscriber will be charged local value added tax (VAT), based on the Subscriber's place of establishment, unless the Subscriber is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Subscriber will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Subscriber any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement will commence on 01 January 2020 and continue through and including 31 December 2022 ("Term").

5.2 *Termination.*

If either party materially breaches a term of this Agreement, the other may send written notice of the breach, including, where the breach is capable of remedy, a reasonable cure period of not less than thirty (30) days. If the material breach cannot be remedied, or is not cured within that time, then the non-breaching party may terminate this Agreement effective immediately upon prior written notice. In the event of termination due to Elsevier's breach, Elsevier will provide the Subscriber with a prorated refund of the Fees equivalent to the remaining unexpired portion of the Term, in addition to other damages or compensation if any. For the avoidance of doubt, termination for one Subscriber's default and all its consequences will only affect the individual breaching Subscriber.

5.3 *Adding or removing Subscribers.*

Subscribers may be added to or removed from Schedule 1 provided that written notice is given to Elsevier by October 31st prior to the start of the next calendar year of the Term hereof and subject to recalculation of the Fees for any added or removed Subscriber as described further in Schedule 2. For the avoidance of doubt, added Subscribers must be a participating organisation in the so called "Bibsam Consortium" and will be subject to terms and conditions set forth herein.

SECTION 6. WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

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

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users, as well as the

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

6.3 *Disclaimer.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, the Subscribed Products are provided "as is" and Elsevier and its suppliers expressly disclaim all warranties and representations of any kind with regard to the Subscribed Products and any other data, documentation or materials provided in connection with this Agreement, including but not limited to any errors, inaccuracies, omissions, or defects contained therein, and any implied or express warranty as to merchantability or fitness for a particular purpose.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will either party to this Agreement or its suppliers or representatives be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of a party or its suppliers or representatives to the other party exceed a sum equal to the Fees of the contract year immediately preceding the date on which the claim arose, even if such party or any supplier or representative has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement. Either party's waiver or failure to require performance by the other of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

7.3 *Entire Agreement.*

Except for the provisions of clause 2.1 regarding the continuous and perpetual online access to Elsevier's publications under the previous subscription agreements (i.e. post termination rights), this Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be approved or rejected by the other party via email.

7.5 *Assignment.*

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

7.6 *Privacy.*

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the General Data Protection Regulation (EU) 2016/679 and Swedish data privacy laws.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

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

If to the Subscriber: National Library of Sweden, P.O. Box 5039, SE-102 41, Stockholm, Sweden

7.8 *Confidentiality.*

This Agreement or any part of it can freely be made public by Elsevier and/or the Subscribers, as well as by the National Library of Sweden.

7.9 *Governing Law.*

This Agreement shall be governed by and construed in accordance with the laws of Sweden and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be settled within the courts of Sweden.

7.10 *Execution.*

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

7.11 *Contracting Authority.*

Each Subscriber has authorized the National Library of Sweden to enter into and enforce this Agreement on its behalf.

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

THE NATIONAL LIBRARY OF SWEDEN
(on behalf of the Subscriber)

A black rectangular redaction box covering the signature of the National Library of Sweden.

ELSEVIER B.V.
(Elsevier)

A black rectangular redaction box covering the signature of Elsevier B.V.

Schedule 1
Subscriber per Product, Fees and Sites

Freedom Collection					
Subscriber	SIS ID	Agreement#	Fees 2020 EUR	Fees 2021 EUR	Fees 2022 EUR
Umea University	61861	1-18297071831	€ 835,483.73	€ 856,370.82	€ 877,780.09
Linköping University Library	ECR-68814	1-18297071894	€ 930,176.24	€ 953,430.65	€ 977,266.41
Karlstad University	ECR-35173	1-18297071964	€ 139,082.90	€ 142,559.97	€ 146,123.97
Anna Lindh Library	ECR-550394	1-18297072021	€ 25,337.32	€ 25,970.75	€ 26,620.02
Royal Library	ECR-68300	1-18297072054	€ 0.00	€ 0.00	€ 0.00
Stockholm School of Economics	ECR-35206	1-18297072101	€ 87,351.61	€ 89,535.40	€ 91,773.79
Sodertorn University	ECR-63334	1-18297072114	€ 60,526.33	€ 62,039.49	€ 63,590.48
Malmo University	ECR-304499	1-18297072181	€ 112,059.01	€ 114,860.49	€ 117,732.00
National food administration	ECR-242042	1-18297072195	€ 59,663.31	€ 61,154.89	€ 62,683.77
Swedish School of Sport and Health Sciences	ECR-68452	1-18297150454	€ 28,384.38	€ 29,093.99	€ 29,821.34
University of Gavle	ECR-68159	1-18297150504	€ 88,334.29	€ 90,542.65	€ 92,806.21
University of Borås	ECR-35159	1-18297150514	€ 64,704.51	€ 66,322.12	€ 67,980.18
University of Skovde	ECR-35177	1-18297150544	€ 80,423.79	€ 82,434.38	€ 84,495.24
Swedish University of Agricultural Sciences	ECR-35202	1-18297150554	€ 771,989.85	€ 791,289.60	€ 811,071.84
Linnaeus University	ECR-650746	1-18297150584	€ 194,071.60	€ 198,923.39	€ 203,896.47
Dalarna University	ECR-35161	1-18297150651	€ 80,545.13	€ 82,558.76	€ 84,622.73
Halmstad University	ECR-35165	1-18297150661	€ 67,386.31	€ 69,070.97	€ 70,797.74
Kristianstad University	ECR-35175	1-18297150704	€ 49,734.97	€ 50,978.34	€ 52,252.80

Public Health Agency of Sweden	952717	1-18297150724	€ 35,680.64	€ 36,572.66	€ 37,486.97
Sophiahemmet University College	ECR-1087794	1-18297150774	€ 16,902.28	€ 17,324.84	€ 17,757.96
Orebro University	ECR-35155	1-18297150791	€ 129,238.27	€ 132,469.23	€ 135,780.96
Royal Institute of Technology	ECR-35187	1-18297150814	€ 1,290,309.68	€ 1,322,567.42	€ 1,355,631.61
Swedish Council on Health Technology Assessment	ECR-448599	1-18297150834	€ 32,266.39	€ 33,073.05	€ 33,899.88
National Board of Health and Welfare	ECR-61312	1-18297150914	€ 29,737.61	€ 30,481.05	€ 31,243.08
Mid Sweden University	ECR-35179	1-18297150924	€ 121,662.59	€ 124,704.15	€ 127,821.76
Swedish Institute of Agricultural and Environmental Engineering	ECR-443296	1-18297150964	€ 35,680.64	€ 36,572.66	€ 37,486.97
University West	ECR-68232	1-18297307404	€ 56,974.27	€ 58,398.63	€ 59,858.59
University of Gothenburg	ECR-240944	1-18297307444	€ 1,088,894.04	€ 1,116,116.39	€ 1,144,019.30
Swedish National Road and Transport Research Institute	ECR-405589	1-18297307474	€ 28,709.91	€ 29,427.66	€ 30,163.35
Karolinska Institute - Library	ECR-33951	1-18297307534	€ 1,543,088.49	€ 1,581,665.70	€ 1,621,207.34
Jonkoping University	ECR-35167	1-18297307554	€ 70,021.59	€ 71,772.13	€ 73,566.43
Chalmers University of Technology Main Library	ECR-44092	1-18297307584	€ 1,101,914.13	€ 1,129,461.98	€ 1,157,698.53
Lulea University of Technology	ECR-35208	1-18297307594	€ 386,508.84	€ 396,171.56	€ 406,075.85
Stockholm University	ECR-35217	1-18297307701	€ 826,873.14	€ 847,544.97	€ 868,733.59

Swedish Energy Agency	444003	1-18297307754	€ 22,927.46	€ 23,500.65	€ 24,088.16
Uppsala University	ECR-35212	1-18297877284	€ 1,341,031.38	€ 1,374,557.16	€ 1,408,921.09
Blekinge Institute of Technology	ECR-35171	1-18297877354	€ 85,070.84	€ 87,197.61	€ 89,377.55
Mälardalen University Sweden	ECR-35181	1-18297877374	€ 126,862.18	€ 130,033.73	€ 133,284.58
Lund University	ECR-35226	1-18297877424	€ 1,583,226.30	€ 1,622,806.96	€ 1,663,377.13
Swedish Environmental Protection Agency	ECR-428262	1-18297877474	€ 26,657.73	€ 27,324.17	€ 28,007.28
Swedish Agency for Marine and Water Management	ECR-429159	1-18297877494	€ 26,657.73	€ 27,324.17	€ 28,007.28
RISE Research Institutes Of Sweden	ECR-32297747	1-18297877544	€ 236,888.20	€ 242,810.41	€ 248,880.67
Swedish Museum of Natural History	ECR-10293866	1-18297877574	€ 26,657.73	€ 27,324.17	€ 28,007.28
Medical Products Agency	ECR-242037	1-18298182214	€ 45,152.17	€ 46,280.97	€ 47,438.00
Total			€ 13,990,849.51	€ 14,340,620.75	€ 14,699,136.27

Cell Press					
Subscriber	SIS ID	Agreement#	Fees 2020 EUR	Fees 2021 EUR	Fees 2022 EUR
Chalmers University of Technology	ECR-44092	1-18297877235	€ 16,579.59	€ 16,994.08	€ 17,418.93
University Of Gothenburg	ECR-240944	1-18297307294	€ 34,644.22	€ 35,510.33	€ 36,398.08
Karolinska Institutet	ECR-33951	1-18297071734	€ 47,975.28	€ 49,174.66	€ 50,404.03
Royal Institute of Technology	ECR-35187	1-18298970254	€ 6,769.95	€ 6,939.20	€ 7,112.68
Linköping University	ECR-68814	1-18297071724	€ 20,303.89	€ 20,811.49	€ 21,331.77

Linnaeus University	ECR-650746	1-18297071704	€ 6,769.95	€ 6,939.20	€ 7,112.68
Lund University	ECR-35226	1-18297307331	€ 34,644.22	€ 35,510.33	€ 36,398.08
Stockholm University	ECR-35217	1-18298970374	€ 27,876.47	€ 28,573.38	€ 29,287.72
Swedish University Of Agricultural Sciences	ECR-35202	1-18297877221	€ 16,579.59	€ 16,994.08	€ 17,418.93
Umeå University	61861	1-18297150374	€ 27,876.47	€ 28,573.38	€ 29,287.72
Uppsala University	ECR-35212	1-18297150281	€ 34,644.22	€ 35,510.33	€ 36,398.08
Total			€ 274,663.85	€ 281,530.45	€ 288,568.71

Sites:

Sites	IP addresses:
Uppsala University	[REDACTED]
Royal Institute of Technology	[REDACTED]
Chalmers University of Technology	[REDACTED]
University of Gothenburg	[REDACTED]
Linköping University	[REDACTED]
Umeå University	[REDACTED]
Stockholm University	[REDACTED]

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Swedish University of Agricultural Sciences	<div></div> <div></div> <div></div> <div></div>
Luleå University of Technology	<div></div> <div></div>
RISE Research Institutes Of Sweden	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Linnaeus University	<div></div> <div></div>
Karlstad University	<div></div> <div></div>
Örebro University	<div></div>
Mälardalen University	<div></div>
Mid Sweden University	<div></div>
Malmö University	<div></div>
University of Gävle	<div></div> <div></div>
Stockholm School of Economics	<div></div>
Blekinge Institute of Technology	<div></div>
Dalarna University	<div></div>
University of Skövde	<div></div> <div></div>
Jönköping University	<div></div> <div></div> <div></div>
Halmstad	<div></div>

University	
University of Borås	
Södertörn University	
National Food Agency	
University West	
Kristianstad University	
Medical Products Agency	
Public Health Agency of Sweden	
The Swedish Board Of Agriculture	
SBU, Swedish Agency for Health Technology Assessment and Assessment of Social Services	
The National Board Of Health And Welfare	
Swedish National Road and Transport Research Institute	
Swedish School of Sport and Health Sciences, GIH	
The Swedish Environmental Protection Agency	
Swedish Agency Of Marine And Water Management	
Swedish Museum of Natural History	
Swedish Defence University	
Swedish Energy Agency	
Sophiahemmet	

University	
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For the avoidance of doubt, other organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

Schedule 2 Pricing Model

The following pricing model covers, against payment of the Fees, open access publication of Eligible Articles in parts of the Subscribed Products (and other titles as indicated in Schedule 4), and access to and use of the Subscribed Products.

The Fee, as set forth in Schedule 1, reflects the Total Cost of Ownership.

Subscriber has the option to select Freedom Collection only, Cell Press only, or both Freedom Collection and Cell Press.

Without a subscription to Cell Press, open access publication in Cell Press covered by this Agreement is limited to the Cell Press fully open access journals.

Without a subscription to Freedom Collection, open access publication in Freedom Collection is not covered by this Agreement.

Number of Eligible Articles

Payment of the Fees covers open access publication of an unlimited number of Eligible Articles in the journals listed in Schedule 4 and in accordance with clause 5.1 of Schedule 3 (see specific provisions below regarding Cell Press journals).

Adding Subscribers

In case of added Subscribers, as described in clause 5.3 of this Agreement, the part of the Fee corresponding to the added Subscriber will be calculated as has been agreed upon separately between the parties.

Removing Subscribers

Subscriber may, at its sole discretion, choose to be removed from this Agreement if sufficient funds are: (i) not provided, allocated or allotted in future budgets of the removed Subscriber; or (ii) not available; or (iii) not expected to become available from other sources. Subscriber will not be required to provide Elsevier or other third parties with any form of proof for this decision. In such case, as described in clause 5.3 of this Agreement, the part of the Fee corresponding to the removed Subscriber as set forth in Schedule 1 will be deducted from the total Fee for the following year.

Cell Press Open Access Pilot

Payment of the Fees covers open access publication of an unlimited number of Eligible Articles in Cell Press fully open access journals, and 100 Eligible Articles a year in other Cell Press journals as listed in Schedule 4.

Access to and use of the Subscribed Products

Payment of the Fees covers access to and use of Freedom Collection and/or Cell Press. Access shall be granted to the Subscribed Products as of the signing date of this Agreement.

Schedule 3

Open Access Terms

1. Definitions

“Eligible Authors” means authors who are affiliated with a Subscriber, i.e. who are students enrolled at or accredited to Subscriber or who are teaching and research staff employed by or otherwise accredited to the Subscriber, whereby in case of articles published by multiple authors only the corresponding author may qualify as an Eligible Author.

“Eligible Articles” means any article type including materials to be published in the journals set forth in clause 5.1 below, submitted by Eligible Authors and approved by the Subscriber within the Term, and in that respect eligible for open access publication within the framework of these OA Terms. Eligible Articles includes Data in brief, Full-length article, Insights, Micro-article, Original software publication, Protocols, Review article, Short communication, Short review, Video Article.

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2. Identification of Eligible Authors

2.1 Elsevier shall identify Eligible Authors based upon the information provided by such Eligible Author during the publication process, meaning their institution name and, where known, their funder. In order to improve identification, Elsevier will investigate the possibility of using e-mail domain recognition, persistent identifier such as Ringgold, ORCID or other recognized institutional identifier, and IP range recognition.

2.2 Eligible Authors shall not be offered the option to publish their Eligible Article under any license other than the Open Access License choices. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the chosen Open Access License.

2.3 Elsevier will strive to clearly indicate the availability of an institutional funding agreement to Eligible Authors both within the publication process and on its website. It will make clear that Eligible Authors do not need to pay article publishing charges for publication of open access articles.

2.4 If, despite the correct information provided by the Eligible Author to Elsevier during the publication process, Elsevier fails to identify authors as Eligible Authors and then publishes their article under a subscription model, Elsevier shall be responsible to convert the article within 30 days so that it is published pursuant to the chosen Open Access License. If this occurs more than ten times per month (for the avoidance of doubt each time with respect to different error types), Elsevier and Subscriber shall discuss the current workflow and agree upon measures to improve the workflow process, and Subscriber shall be entitled to a credit to be calculated in good faith by the parties and to be used against the Fee of the following year, in addition to the foregoing.

2.5 If, despite the correct information provided by the Eligible Author to Elsevier during the publication process, Elsevier fails to identify authors as Eligible Authors and then charges them with article publishing

charges for publication of their article, Elsevier shall refund such paid article publishing charges to the author within 30 days. If this occurs more than ten times per month (for the avoidance of doubt each time with respect to different error types), Elsevier and Subscriber shall discuss the current workflow and agree upon measures to improve the workflow process, and Subscriber shall be entitled to a credit to be calculated in good faith by the parties and to be used against the Fee of the following year, in addition to the foregoing.

3. Verification of submissions

3.1 Elsevier shall notify the Subscriber by email each time material by Eligible Authors is accepted for publication. The Subscriber will have access to the Elsevier open access platform to validate the eligibility of the author for this Agreement. The platform will present the Subscriber with all information needed to validate the eligibility of the author, such as the details of the Eligible Author, a DOI, article title, article type, journal title, research funding.

3.2 Subscriber shall provide Elsevier for each accepted material an approval or denial within 10 business days after the Subscriber has been notified. Elsevier will continue publishing the accepted material but will not class it as eligible under this Agreement until Subscriber has validated eligibility.

4. Article Publication

4.1 Eligible Articles are published online without delay and in the first instance under the chosen Open Access License, with Eligible Authors retaining their copyrights.

4.2 Affiliation of the Eligible Authors and funders of the research (where known) will be stated in the version of record of the articles.

4.3 Upon publication, Elsevier will provide all authors by email with a link to the version of record of the Eligible Article, with encouragements to share the article e.g. via social medias, blogs and repositories.

5. Publication venues

5.1 All journals in Schedule 4 are eligible to open access publication under these OA Terms. However, a very limited number of society journals not owned by Elsevier included in the Subscribed Products may, based on objective reasons, actively select not to participate in these OA Terms. Elsevier will yearly report to Subscribers which society journals do not participate and the objective reasons justifying their decisions if provided to Elsevier by the society journals. Elsevier will use all efforts to convince such society journals not to withdraw their participation in these OA Terms and, if they withdraw their participation, to obtain the objective reasons for it.

5.2 If more than 10% of the journals comprising the Subscribed Products are withdrawn from the Subscribed Products or becomes no longer eligible to open access publication, and if Subscriber's Eligible Authors have published at least one article during the preceding calendar year in these journals, Subscriber will, for each of such journals, get a refund corresponding to: the value of one article publishing charge list price multiplied by the number of articles published by Subscriber's Eligible Authors in the withdrawn or no longer eligible journals during the preceding calendar year.

5.3 If a journal becomes no longer eligible to open access publication under these OA Terms but still remain published or controlled by Elsevier and/or any of its affiliates, Subscriber will get continuous access to this journal during the rest of the Term.

6. Metadata and Industry Standards

6.1 When provided by the Eligible Author, Elsevier undertakes to use ORCID (<http://orcid.org/>) throughout the workflow from submission to publication and expose Eligible Authors' ORCID ID in Eligible Articles and via Abstracting & Indexing (A&I) services, CrossRef and other discovery services.

6.2 Upon publication of an Eligible Article, Elsevier will register as much metadata as possible on CrossRef, including, but not limited to: (1) the Eligible Article's digital object identifier (DOI), (2) the funding metadata, including funder name and grant number, in the metadata in Funder Registry (on CrossRef), (3) bibliographic citations, (4) funder of the open access publication and (5) the Open Access License.

6.3 Elsevier will comply with the then current version of NISO's Recommended Practice on Access and Licensing Indicators (<https://www.niso.org/standards-committees/access-and-license-indicators>), including, but not limited to, guidance regarding `free_to_read` and `license_reference` metadata fields and regarding mechanisms for distributing metadata.

7. Editorial Independence

7.1 The parties acknowledges that while the Subscriber has financial obligations towards Elsevier, the Subscriber is in no way involved with the editorial process. Nothing herein contained shall oblige Elsevier to publish any article submitted to Elsevier by an Eligible Author. Subscriber acknowledges that the selection of material to be published by Elsevier is entirely at the discretion of Elsevier's editorial policy.

8. Reporting

8.1 Elsevier will quarterly report in Excel or CSV format, all articles from corresponding authors affiliated with the Subscriber published in Elsevier's journals, indicating the journal type (i.e. hybrid, gold open access or subscription based). The reports shall include the following details:

- Name of the corresponding author
- Corresponding Author's affiliation
- Date of acceptance
- Online publication date
- Journal Title
- Article title
- Article type
- DOI
- CC license type
- Research funder (where known)
- APC price (when applicable)

8.2 Elsevier will report annually how many Elsevier's journals have flipped during the year from/to a subscription model to/from an open access model, including hybrid model.

8.3 Elsevier will provide Subscriber upon request an annual report with aggregated information regarding all articles published in any Elsevier's journals outside the scope of this Agreement from authors affiliated with Subscriber.

8.4 A copy of an aggregated report will be forwarded to the National Library of Sweden.

9. Workflow enhancement

The parties agree to collaborate to determine potential enhancements to the workflow described herein, as well as invoicing and reporting processes. For this purpose, all relevant parts of the “ESAC Workflow Recommendations for Transformative Agreements” (<https://esac-initiative.org/about/oa-workflows/>) will be taken into consideration.

Schedule 5

Post Termination Access

Post termination access (“PTA”) rights will be available to individual Subscribers upon termination of this Agreement if such Subscribers provide notice to Elsevier within thirty (30) days prior to the termination of the Agreement to opt in for such post termination rights. A one-off payment equivalent to 10% of the value of the Subscriber’s 2017 Freedom Collection license fee plus 2.5% for each year of participation in this Agreement shall provide continuous and perpetual access to the Subscriber to the relevant part of the Subscribed Products which was paid for and published during the Term of which an illustrative calculation has been shared between the parties.

Upon termination the Subscriber may, at its option, receive, load and technically format on a Subscriber server that enables access and use by Authorized Users an electronic copy of the relevant part of the Subscribed Products for the publication years which was paid for and published during the Term at no additional cost to the one-off payment as stated above.

In the event the Subscriber opts for online access to the Elsevier platform, in addition to the one-off payment as stated above, an annual access fee for the individual Subscriber’s access shall apply. This annual access fee will consist of the number of full-text articles downloaded from such relevant part of Subscribed Products during the prior twelve (12) months at a rate of €0.063 per download, in accordance with the usage terms and conditions of this Agreement, which provisions will survive the termination of the Agreement for the purpose of this Schedule 5.