

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 11 April 2019 by and between **Unit – The Norwegian Directorate for ICT and Joint Services in Higher Education & Research**, Abels gate 5A, 7030 TRONDHEIM, Norway (the "Consortium"), for and on behalf of itself and its members identified on Schedule 2 (the "Institutions") (all, collectively, the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

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

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers 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 2 (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 research, education or other non-corporate use ("Walk-in Users").

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User's own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;

- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on legally compliant, non-commercial platforms or tools, for personal, scholarly or research use; and
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a "Transaction".

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect 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. Secure e-mail may be used for the purposes of interlibrary loan provided that the e-mail is immediately deleted after a request is met.

The Subscriber:

- (i) may extract and index Data from the Published Journal Articles from Authors included in the Subscribed Products to index and store these in perpetuity in the Subscriber's Institutional Repository by implementing the ScienceDirect APIs as outlined in the use case at: http://dev.elsevier.com/ir_cris_vivo.html; and
- (ii) may, in the user interface of the Institutional Repository, publicly display abstracts or Snippets thereof and dynamically display, via a ScienceDirect API, a first page PDF preview or, subject to the user authentication, the Full PDF of Published Journal Article for which the Subscriber has indexed Data. Abstracts may only be displayed on the abstract records on the Subscriber data's websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API's may only display Snippets but not abstracts.

In connection with the storage of Data from the Published Journal Articles from Authors in the Subscriber's Institutional Repository, the Subscriber shall:

- (i) integrate the Institutional Repository software with Elsevier's APIs in accordance with the API Documentation;
- (ii) display clear indicators informing users of the Institutional Repository in case they are entitled to the Published Journal Article next to each instance where Data are displayed;
- (iii) ensure links to the relevant Published Journal Article 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 are displayed, the Subscriber shall make best efforts to ensure that the link to the Published Journal Article is displayed more prominently than the links to the other versions of the article;
- (iv) undertake reasonable efforts to ensure that Accepted Manuscripts bear a CC-BY-NC-ND license and link back to the Published Journal Article on ScienceDirect;
- (v) ensure the indexes only include Data and no other parts of the Published Journal Articles; and

- (vi) remove illicit versions of Published Journal Articles on the terms which are set out here: <https://www.elsevier.com/about/company-information/policies/hosting> upon Elsevier's request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier shall have the right to suggest improvements to the display of the search results for the Published Journal Articles that are available on the Elsevier site.

The Subscriber recognizes that Elsevier wants to ensure that the Institutional Repository will not share personal or private information, including user identities. In the event the Institutional Repository collects or otherwise processes or uses personal data the Subscriber shall be responsible for complying with the relevant data protection and privacy laws.

In connection with the storage of Data from the Published Journal Articles from Authors in the Subscriber's Institutional Repository, Elsevier shall:

- (i) render and (if applicable) embed via a ScienceDirect API first page PDF previews and, subject to the user authentication, the Full PDFs of the Published Journal Articles in the pages of the Institutional Repository.

As used in this section regarding the storage of Data from the Published Journal Articles from Authors in the Subscriber's Institutional Repository:

- "Authors" means employees, students and other staff of the Subscriber and independent contractors appointed by the Subscriber.

"Accepted Manuscript" means an author's version of the manuscript of a journal article that has been accepted for publication and which typically includes author-incorporated changes suggested during submission, and editor-author communications. Accepted Manuscripts should not be added to or enhanced in any way in order to appear more like, or to substitute for, the Published Journal Article.

"Data" will be limited to the following: index terms, bibliographic information, headers, references, digital object identifiers, embargo end dates, keywords, author affiliation, Snippets and abstracts, or any other data when included, of the full text articles.

"Institutional Repository" means the Subscriber's secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s).

"Published Journal Article" means the definitive final record of published research that appears, or will appear, in the journal and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment. If the user alters or revises the Published Journal Article in any way, it cannot distribute the modified version of the article to others.

"Snippets" mean a short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual Published Journal Articles.

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:

- 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;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- 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;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals 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.

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.

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

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

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

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the 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 five (5) consecutive days, then Elsevier will refund to the Subscriber the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the then current year.

2.3 Withdrawal of Content.

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 Usage Data Reports.

Elsevier will make usage data reports on the usage activity of each Institution available as described at https://www.elsevier.com/sd_usage_reports.

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) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. 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. Parties may during the Term, discuss appropriate alternative authentication mechanism(s).

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will:

- take appropriate 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 in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying 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 2, (if any) for the exclusive use by the Consortium and relevant Institution(s) (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively inform Elsevier of any changes to the Consortium and relevant Institution's IP addresses, 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 appropriate 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;

- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Subscribed Products by its passwords or credentials used to access the Subscribed Products to ensure that such access was in compliance with all terms and conditions herein; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Consortium and relevant Institution(s) suspend the access from where the unauthorized use occurred upon notice to the Consortium and relevant Institution(s). The Consortium and relevant Institution(s) 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 Consortium and relevant Institution(s)'s own negligence or willful misconduct and that the Consortium and relevant Institution(s) did not permit such unauthorized use to continue after having actual notice thereof. The Consortium and relevant Institution(s) will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Consortium and relevant Institution(s) engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Compliance with Sanction Laws.*

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

3.4 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed, by the Subscriber, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information and which are measured against objective standards and controls. Such program shall comply with all applicable laws. The Subscriber shall promptly notify Elsevier if it determines that there has been a breach of the confidentiality or security of any confidential 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.

The Consortium will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within sixty (60) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than within sixty (60) days of date of invoice for the Fees due for the following year of the Term. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Consortium will be liable for any such taxes in addition to the Fees.

Any sum to be paid by the Consortium 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 Consortium 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 Consortium 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.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement will commence on 01 January 2019 and continue through and including 31 December 2020 ("Initial Term").

5.2 Renewal.

After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for an additional term (a "Renewal Term") The Initial Term and each Renewal Term are collectively the "Term".

5.3 Removal of Institution Due to Insufficient Budgetary Allotment from Government

An Institution may be removed from Schedule 2 upon thirty (30) days' notice given by the Consortium to Elsevier if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time its payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue to participate in this Agreement. In the event that an Institution no longer participates in this Agreement, its journal titles will no longer be accessed by the Subscriber.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

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

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the 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 Elsevier or its suppliers 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 Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier 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.

7.2 Severability.

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

7.3 Entire Agreement.

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 confirmed by Elsevier in an email notice sent to the Subscriber.

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.

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information received by Elsevier from the Subscriber under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement.

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 Consortium and/or Subscriber: Unit - The Norwegian Directorate for ICT and Joint Services in Higher Education and Research, Unit - Direktoratet for IKT og fellestjenester i høyere utdanning og forskning, Fridtjof Nansens vei 19 0369 Oslo, Norway

7.8 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues. The aforementioned is without prejudice to Norwegian laws including the applicable Norwegian public Act and the Public Administration Act.

7.9 *Execution.*

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

7.10 *Governing Law and Venue.*

This Agreement will be governed by and construed in accordance with the laws of Norway, and the parties irrevocably consent to the exclusive jurisdiction of the courts of Norway with respect to any dispute or matter arising out of or pertaining to this Agreement (except where local law requires)

7.11 *Contracting Authority.*

Each Institution has authorized the Consortium to enter into this Agreement on its behalf and to enforce this Agreement on behalf of the Institutions. The Consortium represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Consortium will guarantee the Fees and place an official order with Elsevier to make such payment on behalf of the Institutions.

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

UNIT

(Subscriber)



Name: Roar Olsen
Title: Director General

ELSEVIER B.V.

(Elsevier)



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

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1

Subscribed Products/Access/Fees

UNIT

ScienceDirect® online - Elsevier B.V. Freedom Collection	Access	Science direct. com			
Organization	SIS ID	Authorized Users	2019 Agreement #	Fees 2019 EUR	Fees 2020 EUR
University of Oslo	ECR-2778		1-17397228587	€ 2,039,934.99	€ 2,101,133.04
Norwegian Polar Institute	ECR-332259		1-17408305808	€ 33,899.98	€ 34,916.98
Norwegian University of Science and Technology	ECR-2776		1-17407708018	€ 2,229,925.03	€ 2,296,822.78
University of South-Eastern Norway	1138594		1-17262419602	€ 113,158.16	€ 116,552.90
Norwegian Institute of Occupational Health and Safety	ECR-365212		1-17262484197	€ 59,458.19	€ 61,241.94
UiT Arctic University of Norway	ECR-245431		1-17262495276	€ 838,819.97	€ 863,984.57
Norwegian Meteorological Institute	ECR-309352		1-17262495266	€ 34,841.71	€ 35,886.96
SINTEF	ECR-39404		1-17262478979	€ 140,260.02	€ 144,467.82
Western Norway University of Applied Sciences	ECR-311386		1-17176347938	€ 96,235.14	€ 99,122.19
Chr Michelsen Institute	ECR-245228		1-17262480155	€ 23,342.51	€ 24,042.79
Norwegian Institute for Air Research	ECR-337620		1-17262371679	€ 48,535.04	€ 49,991.09
Government Administration Services	ECR-446336		1-17262438876	€ 13,067.67	€ 13,459.70
Inland Norway University of Applied Sciences	ECR-310864		1-17262305830	€ 58,397.49	€ 60,149.41
Molde University College	ECR-303921		1-17262511536	€ 53,703.20	€ 55,314.30
Norwegian Radiation Protection Authority	ECR-392769		1-17262404980	€ 39,171.71	€ 40,346.86

Norwegian Institute for Water Research	ECR-245353		1-17262398490	€ 48,689.29	€ 50,149.97
National Veterinary Institute	ECR-430267		1-17262476729	€ 26,329.50	€ 27,119.39
University Centre in Svalbard	ECR-309356		1-17262506012	€ 100,506.88	€ 103,522.09
Institute for Energy Technology	ECR-245269		1-17262484183	€ 85,620.49	€ 88,189.10
University of Agder	ECR-66671		1-17262511996	€ 95,488.66	€ 98,353.32
Norwegian Institute of Bioeconomy Research	ECR-1123637		1-17262542154	€ 98,133.69	€ 101,077.70
Centre for Child and Adolescent Mental Health Eastern and Southern Norway	ECR-565185		1-17262394695	€ 17,211.05	€ 17,727.38
VID Specialized University	ECR-481754		1-17262394660	€ 19,292.45	€ 19,871.22
Geological Survey of Norway	ECR-245435		1-17262469026	€ 76,607.75	€ 78,905.98
Norwegian Water Resources and Energy Directorate	ECR-541164		1-17262469036	€ 33,140.56	€ 34,134.78
Institute of Marine Research	ECR-245211		1-16711299658	€ 111,817.69	€ 115,172.22
Norwegian Food Safety Authority	ECR-442833		1-17262491956	€ 17,118.27	€ 17,631.82
Norwegian Environment Agency Oslo	ECR-332149		1-17262394682	€ 36,201.98	€ 37,288.04
Central Bureau of Statistics	ECR-332110		1-17262319010	€ 76,152.53	€ 78,437.11
North University	ECR-245222		1-17176386543	€ 107,952.24	€ 111,190.81
Oslo Metropolitan University	ECR-245309		1-17262319389	€ 54,423.79	€ 56,056.50
University of Stavanger	245419		1-17262371668	€ 67,065.36	€ 69,077.32
Ostfold University College	ECR-245247		1-17262405308	€ 23,432.05	€ 24,135.01
Lovisenberg Diaconal University College	ECR-82513		1-17262478982	€ 17,751.48	€ 18,284.02
Norwegian Institute for Nature Research	ECR-245437		1-17262478995	€ 33,394.06	€ 34,395.88
Norwegian School of Economics	ECR-245216		1-17262496489	€ 147,957.80	€ 152,396.53
Norwegian Institute of Food Fisheries and Aquaculture Research	ECR-245201		1-17262501053	€ 116,656.46	€ 120,156.15

Norwegian University of Sport and Physical Education	ECR-60370		1-17262478970	€ 29,279.81	€ 30,158.20
BI Norwegian Business School	ECR-245392		1-17262499756	€ 131,438.64	€ 135,381.80
Norwegian University of Life Sciences	ECR-245199		1-17262484174	€ 276,169.55	€ 284,454.64
Norwegian Defence Research Establishment	ECR-245271		1-17262522641	€ 66,866.87	€ 68,872.88
Dental Health Care Resource Center East	ECR-960269		1-17262511616	€ 14,808.72	€ 15,252.98
Institute of Transport Economics	ECR-55689		1-17262428736	€ 51,454.06	€ 52,997.68
University of Bergen	ECR-2780		1-17262506226	€ 1,396,287.51	€ 1,438,176.14
TOTAL				€ 9,200,000.00	€ 9,476,000.00

The Fees are subject to the individual enrolment process of the Institutions.

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Subscription

Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Complete Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Complete Freedom Collection Journal Title List at http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list, as may be updated annually with the changes effective as of 1 January of the following calendar year of the Term of the Agreement.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Post Termination Access to Subscribed Titles

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download, with a minimum annual fee of EUR 400 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If an electronic copy is selected, the Subscriber will for a period of five (5) years from delivery of the electronic copy provide, on a monthly basis, to Elsevier complete and accurate usage data reports on the Subscriber's on-site usage activity in a mutually agreed upon format. Elsevier will be entitled to inspect the Subscriber's records of usage once per year during regular business hours upon reasonable notice to the Subscriber. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid provided that Elsevier continues to hold the electronic rights thereto.

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SCHEDULE 3
ELSEVIER - UNIT OPEN ACCESS PILOT TERMS

1. All Corresponding Authors, as defined below, and affiliated with **UNIT – The Norwegian Directorate for ICT and Joint Services in Higher Education & Research** (the “Consortium”) shall have the right to submit during the term of the 2019-2020 subscription agreement between the Consortium and Elsevier (“Agreement”), a total of 1850 journal article manuscripts for publication per calendar year, included in the total contract value, in Gold Open Access and hybrid journal titles, as part of the Elsevier-UNIT Open Access Pilot (“Pilot”).
2. The Gold Open Access and hybrid journals published by Elsevier, which are available for the Pilot are attached in Schedule 3.A of this Agreement. Elsevier shall undertake reasonable efforts to contact societies to inform them of the Pilot and to ask such societies to participate in the Pilot and Elsevier will further consider during the term of this Agreement to include additional journal titles attached in Schedule 3.B of this Agreement in the Pilot.
3. In Elsevier’s journal workflow, corresponding authors affiliated with the Consortium and/or its institutions (“Corresponding Author(s)”) will specify their affiliation and the research funding. Based on this data, Elsevier will provide the Corresponding Author with the relevant publishing options. On the Elsevier Open Access platform (the “EOA Platform”), Elsevier shall preselect the open access option of the eligible Open Access journal titles under the Pilot on behalf of the Corresponding Author prior to their online selection of the Open Access model. Corresponding Authors will retain the option to opt out of Open Access and choose to publish under the subscription model.
4. In the event a Corresponding Author has chosen Gold Open Access, the journal article, if accepted for publication in the journal included in the Pilot, shall be published under a CC-BY, or CC-BY-NC-ND license as determined by the submitting Corresponding Author, subject to the conditions and process set forth herein. For the avoidance of doubt, both CC license types are available for all Elsevier-owned titles.
5. The Consortium will have access to the EOA Platform to validate the eligibility in advance of the Gold Open Access publication by the Corresponding Author.
6. The EOA Platform will present the Consortium’s representative with all information needed to validate the eligibility of the author, such as the details of the Corresponding Author, a DOI, article title, article type, journal title, research funding and the APC.
7. In the event the maximum number of journal articles under the Pilot has been reached during any calendar year, the then current Elsevier article publishing charges (“APCs”) set forth at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist>, will apply. Any unused journal articles shall not carry over to the next calendar year.
8. Scoap3 articles shall not be counted as part of the 1850 Open Access articles per calendar year as mentioned under article 1. The Scoap3 amounts shall not be deducted from the relevant Fees

of the individual Institution but will be deducted from the total amount on the invoice to the Consortium. The Scoap3 amount shall be shown as a separate discount on the Elsevier invoice under this Agreement and the Consortium shall pay the Scoap3 discount to CERN directly.

9. Journal articles from the Corresponding Authors affiliated with the Consortium that were published as a subscription in any of the eligible journal titles in Schedule 3.A after 1st January 2019, but prior to the signing date of the Agreement will be retroactively converted into Open Access articles subject to Corresponding Author approval. Authors who previously paid an APC during this period will be contacted by Elsevier to apply for a refund to be granted by Elsevier.