

***Science* ONLINE JOURNALS CRUI LICENSE AGREEMENT**

THIS LICENSE IS AGREED the 09th-December 2016

BETWEEN

1 The American Association for the Advancement of Science, 1200 New York Avenue, NW, Washington, DC 20005 USA.
(The "Publisher")

2. Conferenza dei Rettori delle Università Italiane (AAAS#20321755), with its registered office in Rome, Italy, Piazza Rondanini, 48, 00186 Rome, Italy taxpayer ID 97476030586, ("CRUI") in the person of the current Chairman Prof. Gaetano Manfredi, for and on behalf of itself and its members, consisting of the academic institutions, and the research institutes and non-state institutions as identified in Annex A pursuant to specific conventions agreed between such entities and CRUI (the "Institutions") (CRUI and Institutions will be collectively referred to as the "Subscriber").

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AND WHEREAS CRUI desires to enable the Institutions to use the rights and the Publisher desires to grant to CRUI the license to enable the Institutions (to use the rights for the Fee, subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS:

PREMISES

1. In his declaration of exclusivity dated 19 September 2016 (Annex C) the Publisher declared that it was the exclusive owner ("sole supplier") of the products and services indicated in this contract and its annexes.

This sole status has also been verified through a market analysis, which remains in the records of the CRUI, that confirmed the non-existence within the referenced market of people able to provide the products and services indicated in this contract in a competition situation.

As a result of what is indicated above CRUI started a negotiated procedure without notice of competition (Competition Identification Code 694568723C) for the purpose of negotiating an Agreement directly with the Publisher for *Science* ONLINE JOURNALS branded products and related services in accordance with the provisions in force in matters of public supplies according to the Italian regulations in force and current directives in matters of public contracts.

2. The representatives of the Publisher and CRUI made a commercial agreement for access to the electronic resources contained in *Science* ONLINE JOURNALS and related services that was considered favourable and reasonable with regard to its commercial, economic and technical content, as defined in the commercial proposal attached to this contract (ANNEX A. Section I. "Commercial proposal").

3. In light of the proposal made, the Subscriber decided to entrust to the Publisher, for a contractual duration of 3 years starting from 09 December 2016 the contract for access to the *Science* ONLINE JOURNALS electronic resources and their related services as proposed by the Publisher.

4. The Publisher declares that the commercial, economic and performance conditions proposed in this contract are the best conditions that may be applied in Italy by the Publisher to the Italian research Institutions and Universities; the ones identified in Annex A, Section II at the time this contract comes into force as part of CRUI receive a more favorable rate than the standard list pricing applicable to direct subscribers.

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This contract will start on 09th December 2016 and will continue until 08th December 2019 (51 SCIENCE issues for each year).

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13.2 This agreement shall be governed by and construed in accordance with the provisions of Italian law, including all those relating to taxation and to register. The parties irrevocably agree to the exclusive jurisdiction of the Court of Rome, which will be submitted to any dispute or matter arising out of relating to this Agreement that the parties are unable to resolve by mutual agreement. If you are outside the United States, or if you are a state institution, you further agree

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The Publisher undertakes to guarantee correct and proper fulfilment of all the obligations assumed, including in future, resulting from the agreement in respect of the CRUI and all the member Institutions ("Subscriber"). The Publisher agrees to list CRUI as an additional named Insured on its General Liability Insurance policy and will provide a certificate of insurance. The Publisher undertakes to keep CRUI listed as an insured party by means of renewals and extensions for the whole duration of this contract and in any case until the obligations assumed by virtue of this /contract are fulfilled completely, on penalty of cancellation of it by law.

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

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ANNEX B

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ANNEX C

Annex I

DECLARATION OF EXCLUSIVITY

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