

Purchase Agreement e-journals pick&choose on the Torrossa Platform

1. Preamble

The present Purchase Agreement (“Agreement”) concerns digital content of the Casalini (“Publisher”) e-journals pick&choose collection (“Licensed Materials”) made available to the University of California San Diego (“Licensee”) on the Torrossa Platform (“Platform”) by Casalini Libri (“Licensor”).

Access to Licensed Materials is pursuant to the economic terms specified below under Fees and Royalties.

With the exception of the Content-Specific Conditions indicated in this Agreement, access to Licensed Materials is governed by the attached Torrossa Platform General Licensing Terms (“GLT”) which is an integral part of this Agreement (Annex 1).

2. Content-Specific Conditions

The following clauses integrate and/or supersede related articles in the GLT. Ownership and Intellectual Property Rights (Article 3 of GLT)

- Nothing contained in Article 3 of the GLT shall be interpreted to limit Authorized Users and/or Authorized Use of Licensed Material under the provisions contained the GLT and in this Agreement.

Authorized Uses

- Access and display: Authorized Users may access and display the Licensed Materials, including options of copy/paste, for personal research only, excluding any direct or indirect commercial purposes;
- Print: Authorized Users may print Licensed Materials in a copy for personal research only, excluding any direct or indirect commercial purposes;
- Download: Authorized Users may download and save Licensed Material, for personal research only, excluding direct and indirect commercial purposes.

Inter Library Loan (ILL):

- ILL of journal articles is permitted, provided that the loan is made from a printed copy sent by post, fax or a secure electronic transmission.

Concurrent Authorized Users

- The number of permitted concurrent Authorized Users is unlimited.

3. Effective Date and Duration

The Effective Date is set July 25th 2023.

Refer to Annex 2 for the administrative and technical data for the execution of this Agreement. Following the purchase of Licensed Materials, Licensor hereby grants Licensee perpetual access rights to the Licensed Materials that were accessible during the terms of this

Agreement in accordance with Article 11 of the GLT, and pursuant to Article 3 of the present Agreement.

Such access and use by Licensee and its Authorized Users is defined to be in accordance with the provisions set forth in Articles 4, 5, 6 and 7 of the GLT and Article 2 of the present Agreement.

4. Severability and Amendment

Should one or more clauses of this Agreement be found to be invalid, the validity of the contract as a whole shall remain unaffected.

No modification of any provision of this Agreement shall be valid except by written amendment signed by authorized representative of Licensor and Licensee.

The Parties shall use reasonable best efforts to resolve any disputes that may arise between them by common agreement.

5. Legal capacity

In witness whereof, the Parties reciprocally guarantee their legal capacity for the purposes of this Agreement, agree to the terms of the attached Annexes 1, 2 and hereby execute this Agreement by their respective, duly authorized representatives as of the date written below:

Licensor:

Casalini Libri S.p.A.

BY: [Text deleted]

Signature of Authorized Signatory of Licensor

DATE: July 25th 2023

Print Name: [Text deleted]

Title: Managing Director

Address: [Text deleted]

Licensee:

University of California San Diego

BY: [Text deleted]

Signature of Authorized Signatory of Licensee

DATE: 8/21/2023

Print Name: [Text deleted]

Title: AUL - Scholarly Resources and Services

ANNEX 1: General Licensing Terms (GLT)

ANNEX 2: Administrative and Technical data