



SAPIENZA  
UNIVERSITÀ DI ROMA

Consiglio di  
Amministrazione

Seduta del

24 SET. 2013

Nell'anno duemilatrecento, addì 24 settembre alle ore 16.00, presso il **Salone del Senato Accademico**, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0053822 del 19.09.2013, per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

..... OMISSIS .....

**Sono presenti:** il **rettore**, prof. Luigi Frati; il **prorettore**, prof. Francesco Avallone; i consiglieri: prof.ssa Antonella Polimeni, prof. Maurizio Barbieri, prof. Bartolomeo Azzaro, dott.ssa Francesca Pasinelli, prof. Michel Gras, Sig. Domenico Di Simone, dott.ssa Angelina Chiaranza, sig. Luca Lucchetti, sig.ra Federica Di Pietro; il **direttore generale**, Carlo Musto D'Amore, che assume le funzioni di segretario.

Il **presidente**, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita e apre la seduta.

..... OMISSIS .....

D.222/13  
App. P. 12.  
8/5



SAPIENZA  
UNIVERSITÀ DI ROMA

Consiglio di  
Amministrazione

Seduta del

24 SET. 2013

SAPIENZA UNIVERSITÀ DI ROMA  
Area Supporto alla Ricerca  
Il Rettore  
Dott.ssa Antonella Cammisa

SAPIENZA UNIVERSITÀ DI ROMA  
Area Supporto alla Ricerca  
Ufficio Progetti e Fund Raising  
Il Capo dell'Ufficio  
Dott.ssa Sabrina Lucifora

SAPIENZA UNIVERSITÀ DI ROMA  
ASUR - Ufficio Progetti e Fund Raising  
Il Capo del Settore Grant Office  
Prof. Dr. C. C.

## STIPULA CONTRATTO PER LA SUITE SCIVAL EXPERTS DI ELSEVIER

Il Presidente presenta, per la discussione, la seguente relazione predisposta dal Settore Grant Office dell'Ufficio Progetti e Fund Raising dell'Area Supporto alla Ricerca.

Su sollecitazione della Governance di Ateneo, l'ASuR ha svolto un'analisi della Suite SciVal Experts di Elsevier per una sua possibile acquisizione in parziale sostituzione di SciVal Strata.

SciVal Experts è una directory di competenze di ricerca pre-popolata, a partire dalla banca dati Scopus, mirata a facilitare l'identificazione delle competenze di ricerca per consentire la collaborazione all'interno di istituzioni o tra organizzazioni. Per i dati non presenti in Scopus (ad esempio prodotti non in lingua inglese e prodotti di Settori Scientifici non HS, ecc.) SciVal Experts consente l'inserimento "manuale" e il trasferimento sia dal Catalogo U-Gov sia da altri DB quali, a mero esempio non esaustivo grants di ateneo, PRIN, FIRB, banca dati progetti EU e banca dati brevetti.

La sua caratteristica è di fornire un'analisi visiva del profilo del ricercatore, attraverso la "Elsevier Fingerprint", in grado di restituire un quadro sinottico dell'output scientifico basato sullo storico delle pubblicazioni e non semplicemente sull'elenco degli abstract.

A seguito della presentazione a cui il Grant Office ha partecipato con i referenti Elsevier e da una prima analisi, è stata predisposta una relazione presentata al Senato Accademico nella seduta del 16 luglio 2013.

L'impegno economico inizialmente previsto era così ripartito per i tre anni di durata del contratto

€ 19.834,00 (€ 36.300, costo di SciVal Experts meno € 16.916,00, costo di SciVal Strata) per il periodo 01/08/2013 – 31/10/2013 e 01/11/2013 – 31/10/2014);

€ 52.296,00 per il periodo 01/11/2014 – 31/10/2015;

€ 54.720,00 per il periodo 01/11/2015 – 31/10/2016;

per una profilazione complessiva di circa 2.400 ricercatori.

Il Senato Accademico, ha deliberato - delibera n. 355/13 del 16/07/2013) – (allegato 1) di approvare il progetto SciVal Experts per la profilazione delle competenze scientifiche interne all'Ateneo e dato mandato al Rettore di avviare una negoziazione economica sugli importi relativi agli anni successivi al primo.

L'Area Supporto alla Ricerca ha provveduto ad inviare a Elsevier (allegato 2), a firma del Rettore, in data 5 agosto 2013, una proposta di riduzione dei costi per un importo pari a € 19.383,00 per il periodo residuale dell'esercizio 2013 (fino al 31.10.2014) e di 29.000,00 €/anno per i due periodi successivi. La proposta prevedeva la possibilità di ridurre il numero di ricercatori profilati per i 3 anni di validità del contratto.



Consiglio di  
Amministrazione

Seduta del

24 SET. 2013

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Il Direttore

Dott.ssa Antonella Luccatini

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Ufficio Progetti e Fund Raising

Il Capo dell'Ufficio

Dott.ssa Sabrina Luccatini

SAPIENZA UNIVERSITÀ DI ROMA

ASUR - Ufficio Progetti e Fund Raising

Il Capo dell'Ufficio

Fabrizia Ciavarella

La spesa graverà, per il primo periodo (01/11/2013 – 30/11/2013 e 01/12/2013 – 30/11/2014) sul capitolo di bilancio A.C. 11.02.100.010 "Altre spese per servizi", previo storno dal capitolo di bilancio A.C. 13.05.070.010 "Contributi di ateneo per la ricerca scientifica"; per i due periodi successivi (01/11/2014 – 31/10/2015 e 01/11/2015 – 31/10/2016) sul capitolo di bilancio A.C. 11.02.100.010 "Altre spese per servizi".

La proposta è stata accolta da Elsevier (allegato 3) con la riduzione della profilazione a 1.000 ricercatori e il seguente dettaglio di spesa:

primo periodo dal 01/10/2013 – 30/11/2013 (fase di implementazione e start up) e 1/12/2013 – 30/11/2014, € 36.000,00 da cui verranno scontati € 16.916,66 derivanti dal credito per SciVal Strata (tale credito è dato dalla differenza tra la nota di credito n M191089 del 16 Settembre 2013, di € 29.000,00, per mancato utilizzo di SciVal Strata, e la fattura n M191088 di 12.083,34 per i 5 mesi di utilizzo di SciVal Strata), per un importo totale dovuto di € 19.083,34;

secondo e terzo periodo (01/12/2014 – 30/11/2015 e 01/12/2015 – 30/11/2016) per un importo di 29.000,00 € per periodo.

La selezione dei 1.000 ricercatori avverrà secondo i seguenti criteri:

il 20% tra i top scientist di ateneo (2/3 nei settori scientifici "impattati" e 1/3 nei settori "non impattati");

il restante 80% tra i ricercatori under 45 (2/3 nei settori scientifici "impattati" e 1/3 nei settori "non impattati").

In tal modo Sapienza sia avvia alla realizzazione oltre che di una banca dati dei profili dei propri ricercatori, anche di una vetrina ricca di informazioni sul reale impatto della ricerca scientifica prodotta, che servirà ad attrarre interesse da parte di altri enti pubblici di ricerca ed imprese nazionali e internazionali.

Già nella seduta del Senato Accademico del 17 settembre 2013, inoltre, il Presidente ha dato ampia comunicazione dei risultati della negoziazione, informando il Senato dell'intenzione di selezionare 800 dei 1.000 ricercatori complessivi tra gli *under 45* (ricercatori associati e ordinari) ed i restanti 200 tra i *top leader*, così da mettere in evidenza anche quei profili di ricercatori che, avendo oggi circa 45 anni, rappresentano l'investimento dell'ateneo sul prossimo futuro e possono svolgere un ruolo di polo d'attrazione per il panorama industriale e culturale esterno.

Allegati parte integrante:

- 1) Delibera n 355/13 del Senato Accademico del 16 luglio 2013
- 2) Lettera Rettore Sapienza del 5 agosto 2013;
- 3) SciVal Experts proposal for Università degli Studi di Roma la Sapienza del 16 settembre 2013.



24 SET. 2013

..... O M I S S I S .....

**DELIBERAZIONE N. 222/13**

**IL CONSIGLIO DI AMMINISTRAZIONE**

- **Letta la relazione istruttoria;**
- **Considerata l'importanza di avviare una profilazione scientifica dei ricercatori Sapienza;**
- **Considerate le finalità della Suite SciVal Experts;**
- **Vista la delibera del Senato Accademico n. 355/13 del 16 luglio 2013;**
- **Vista la lettera del Rettore del 5 agosto 2013 prot. 0048019;**
- **Vista la SciVal Experts proposal for Università degli Studi di Roma la Sapienza del 16 settembre 2013;**
- **Considerata la comunicazione del Presidente alla seduta del Senato Accademico del 17 settembre 2013;**
- **Presenti 12, votanti n. 10: con voto unanime espresso nelle forme di legge dal rettore e dai consiglieri: Polimeni, Barbieri, Azzaro, Pasinelli, Gras, Di Simone, Chiaranza, Lucchetti e Di Pietro**

**DELIBERA**

- **di approvare la stipula del Contratto SciVal Experts per la profilazione delle competenze scientifiche interne all'Ateneo, autorizzando il Rettore alla sottoscrizione dell'atto in parola;**
- **il costo della Suite Scival Experts graverà:**
  - **per le spese relative all'esercizio 2013 sul conto A.C. 11.02.100.010 "Altre spese per servizi", previo storno di bilancio dal conto A.C. 13.05.070.010 "Contributi di ateneo per la ricerca scientifica";**
  - **per le spese relative all'esercizio 2014 sul conto A.C. 11.02.100.010 "Altre spese per servizi" bilancio di previsione 2014;**
  - **per le spese relative all'esercizio 2015 sul conto A.C. 11.02.100.010 "Altre spese per servizi" bilancio di previsione 2015.**

**Letto, approvato seduta stante per la sola parte dispositiva.**

**IL SEGRETARIO**

**Carlo Musto D'Amore**

**IL PRESIDENTE**

**Luigi Frati**

..... O M I S S I S .....



**SAPIENZA**  
UNIVERSITÀ DI ROMA

Settore  
Accademico

Seduta del

16 LUG. 2013

**DELIBERAZIONE N. 355/13**

**IL SENATO ACCADEMICO**

**LETTA** la relazione predisposta dal Settore Grant Office dell'Ufficio Progetti e Fund Raising dell'Area Supporto alla Ricerca;

**CONSIDERATO** l'importanza di avviare una profilazione scientifica dei ricercatori Sapienza;

**CONSIDERATE** le finalità della Suite SciVal Experts;

Presenti e votanti 29, maggioranza 15: con 28 voti favorevoli del Rettore e dei prof.ri Avallone, Torrisi, Baumgartner, Ragozzino, Zicari, Graziani, Catucci, Asquini, Alfonzetti, Mastrangelo, Saggioro, Piras, Caglioti, Betti, Cerreto, Morano, Biffoni, Santoro Passarelli, D'Angelo, Panarese, dei rappresentanti del personale Ligia, D'Addio, dei rappresentanti degli studenti Santu, Condello, Lucatelli, Roscioli, Capodileci e 1 astensione del rappresentante del personale Maloli.

**DELIBERA**

di approvare il progetto SciVal Experts per la profilazione delle competenze scientifiche interne all'Ateneo e dà mandato al Rettore per avviare una negoziazione economica sugli importi relativi agli anni successivi al primo.

Letto e approvato seduta stante per la sola parte dispositiva.

**IL SEGRETARIO**  
Carlo Musto D'Amore

**IL PRESIDENTE**  
Luigi Frati

MINUTA

AREA SUPPORTO  
ALLA RICERCA



**SAPIENZA**  
UNIVERSITÀ DI ROMA

Università degli Studi di Roma  
"LA SAPIENZA"  
Amministrazione Centrale

USCITA  
prot. n. 0048019  
del 05/08/2013  
classif. III/8

Spett.le Elsevier B.V.  
Radarweg 29  
1043 NX AMSTERDAM  
THE NETHERLANDS

*c.e. dott. A. CASCINO*  
*ANTICIPATA PER EMAIL*

Oggetto: negoziazione contratto SciVal Experts

Con delibera del 16 luglio 2013, il Senato Accademico della Sapienza, esaminata la proposta sottoposta dall'Area Supporto alla Ricerca, di adesione alla suite SciVal Experts, mi ha incaricato di procedere alla definizione delle condizioni economiche relative al nuovo contratto.

Pertanto, considerato che:

- Sapienza ha stipulato con Elsevier un contratto per l'utilizzo del database SciVal Strata, con decorrenza 1 novembre 2011 e scadenza 31 ottobre 2013;
- il database SciVal Strata è risultato scarsamente utilizzato e non ritenuto aderente alle aspettative;
- Elsevier ha successivamente proposto di acquisire la suite SciVal Experts "in parziale sostituzione di SciVal Strata";

Sapienza è favorevole a valutare la possibilità di acquisire SciVal Experts.

Tuttavia l'impegno economico dell'Ateneo, per il triennio 2013-2015, non potrà oltrepassare quanto concordato per il contratto SciVal Strata (€26.000 per il periodo 01.11.2011-31.10.2012 e €29.000 per il secondo 1.11.2012-31.10.2013), non potendo Sapienza assumere maggiori e più gravosi impegni economici.

Ciò premesso, si propone di concludere l'accordo per l'utilizzo di SciVal Experts prevedendo un costo di €19.383 per il periodo residuale dell'esercizio 2013 fino al 31.10.2014 e di 29.000 €/anno per i due periodi successivi, eventualmente riducendo il numero di ricercatori profilati.

In attesa di un cortese cenno di riscontro, si inviano i più cordiali saluti

Il Rettore

Sapienza Università di Roma  
Area Supporto alla Ricerca  
Ufficio Progetti e Fund Raising - Settore Convenzioni  
Tel. 0649910234 - Fax 0649910606  
CF 80209930587 PI 02133771002  
P.le Aldo Moro, 5 - 00185 Roma  
www.uniroma1.it

*2*  
*un*  
*P*



## SCIVAL EXPERTS™ AGREEMENT

This agreement ("Agreement") is entered into as of 26<sup>th</sup> September 2013 by and between **Università degli Studi di Roma I "La Sapienza"**, Piazzale Aldo Moro 5, Rome, 00185, Italy (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 permitted by the Subscriber to access the Subscribed Products.

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products;
- display or provide print or electronic copies of and post or transmit links to individual items from the Subscribed Products for the Subscriber's internal purposes; and
- provide print or electronic copies of individual items from the Subscribed Products for purposes of grant applications, conference proceedings, research papers, and scholarly publications and presentations by or for the benefit of the Subscriber, provided that each copy will carry appropriate acknowledgement in the following format: *SciVal Experts™* database, Elsevier B.V., [http://www.experts.scival.com/\[SubscriberSubdomain\]](http://www.experts.scival.com/[SubscriberSubdomain]) (downloaded on [date]).

The Subscriber may:

- load structured datasets delivered by Elsevier consisting of bibliographic metadata used by Elsevier to create the Application (as defined herein) ("Subsets"), onto a server that enables access to and use of such Subsets by Authorized Users for purposes of internal analysis, supplementing internal datasets and usage within analytical software; and
- publicly display such Subsets, except for the abstracts, citations, keywords and index terms contained therein that are not sourced from registered open access or Medline journals, on its external websites or in its implementation of research networks (e.g. VIVO), approved by Elsevier, provided that the Subscriber notifies Elsevier at least thirty (30) days in advance and, when applicable, the Subsets are accompanied by the acknowledgement "powered by SciVal Experts" or other substantially similar text determined by Elsevier.

#### 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; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

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 of the Subscribed Products could materially 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 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.

#### 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 provide Web Site (as defined herein) usage data reports upon request on a monthly basis or make usage data reports accessible online, to the librarians/administrators employed by the Subscriber for internal use only. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Web Site for the Subscriber.



### **2.5     *Set-Up, Configuration and Maintenance.***

Elsevier will set-up, configure and maintain the Subscribed Products for the Subscriber as further described in Schedule 1. Elsevier will perform such services in a good and workmanlike manner.

### **2.6     *Data Security.***

Elsevier will use reasonable efforts to preserve the security, integrity and accessibility of all information received from the Subscriber during the term of this Agreement using administrative, technical and physical measures that conform to generally recognized industry standards and best practices based on the relevant data classification.

## **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.

### **3.2     *Protection from Unauthorized Access and Use.***

The Subscriber will use 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 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
- 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 suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber 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 willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

## **SECTION 4. FEES AND PAYMENT TERMS.**

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within sixty (60) days of date of invoice. Elsevier will invoice the Fees for the initial year of the term of this Agreement upon activating access to the Subscribed Products and invoice the Fees for each subsequent year annually. Late payments will be subject to interest charges of 1% per month on the unpaid balance. 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. The Subscriber will be charged Dutch value added tax (VAT) 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 October 2013 and continue for three (3) years after activation of access to the Subscribed Products.

### **5.2     *Renewal.***

This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew.

## **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, or 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. 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.

**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.

**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 of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

**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: Università degli Studi di Roma I "La Sapienza", Piazzale Aldo Moro 5, Rome, 00185, Italy.

**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 or except as required by law the financial terms and commercial conditions of this Agreement. Elsevier and its employees, officers, directors, agents and subcontractors will maintain as confidential and not disclose to any non-affiliated third party without Subscriber's prior written consent or except as required by law all non-public information received from the Subscriber during the term of this Agreement. The Subscriber acknowledges and agrees that it will not supply Elsevier with any confidential, proprietary or regulated institutional/university data, including but not limited to financial information, trade secrets, privileged material or software, or any sensitive personal data, including but not limited to Social Security numbers, credit card numbers, bank account information, student grades, disciplinary information or other education records, salary or employee performance information, donations, patient health information or passwords.

**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 The Netherlands, without regard to conflict of law principles, and the parties irrevocably consent to the exclusive jurisdiction of the courts of The Netherlands with respect to any action or suit arising out of or pertaining to this Agreement.

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

**UNIVERSITÀ DEGLI STUDI DI ROMA I "LA SAPIENZA"**  
**(Subscriber)**

\_\_\_\_\_  
Name:

Title:

**ELSEVIER B.V.**  
**(Elsevier)**

\_\_\_\_\_  
Name: Martin O'Malley

Title: Managing Director, Global Sales & Customer Marketing, Science & Technology

No. 1-5184400525 & 1-5184422789

**SCIVAL EXPERTS™ AGREEMENT**  
**Schedule 1**  
**Subscribed Products/Access/Fees**

**UNIVERSITÀ DEGLI STUDI DI ROMA I "LA SAPIENZA"**

No. 1-5184400525 & 1-5184422789

| Subscribed Products – publisher | Access             | 1 October 2013<br>30 November 2013 |
|---------------------------------|--------------------|------------------------------------|
| SciVal Experts™ – Elsevier B.V. | experts.scival.com |                                    |
| SciVal Experts Set-up Services  |                    | EUR 20,000.00                      |
| <b>TOTAL FEES</b>               |                    | <b>EUR 20,000.00</b>               |

| Subscribed Products – publisher                     | Access             | 1 December 2013<br>30 November 2014 | 1 December 2014<br>30 November 2015 | 1 December 2015<br>30 November 2016 |
|-----------------------------------------------------|--------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| SciVal Experts™ – Elsevier B.V.                     | experts.scival.com |                                     |                                     |                                     |
| SciVal Experts Application Hosting and Subscription |                    | EUR 10,000.00                       | EUR 18,000.00                       | EUR 18,000.00                       |
| SciVal Experts Profile Content Management           |                    | EUR 6,000.00                        | EUR 11,000.00                       | EUR 11,000.00                       |
| SciVal Scopus Data Extraction                       |                    | EUR 0.00                            | EUR 0.00                            | EUR 0.00                            |
| <b>TOTAL FEES</b>                                   |                    | <b>EUR 16,000.00</b>                | <b>EUR 29,000.00</b>                | <b>EUR 29,000.00</b>                |

**SciVal Experts Additional Terms and Conditions**

- 1) Within twenty (20) days of full execution of this Agreement, the Subscriber will provide Elsevier via email: (i) the metadata as described on Annex A to Schedule 1 for up to 1000 researchers affiliated with the Subscriber (the “Researchers”) in an Excel spreadsheet provided by Elsevier to the Subscriber upon full execution of this Agreement (“Master Spreadsheet”); and (ii) the completed configuration document—provided by Elsevier to the Subscriber upon full execution of this Agreement—outlining the elements that the Subscriber wishes to have displayed on the SciVal Experts website at the internet address set forth above (“Web Site”) for Elsevier’s review and approval.

- 2) Within forty-five (45) days of receipt of such data, Elsevier will develop, set up and make accessible from the Web Site the SciVal Experts profiling application, as requested by the Subscriber and approved by Elsevier, featuring individual expertise profiles for the Researchers based on the data timely received by Elsevier (the "Application"). Elsevier will not be obligated to fulfill its obligations hereunder if it does not timely receive such data from the Subscriber.
- 3) Elsevier will integrate into the Application abstracts, citations and other publication data extracted from the Scopus® database, at no additional charge, provided that the Subscriber continues to maintain its Scopus subscription, that match the profiles of the applicable Researchers.
- 4) The Subscriber grants Elsevier a non-exclusive, royalty-free, worldwide license to use and incorporate its plain text trade name and associated word mark(s) and design mark(s) that it delivers to Elsevier solely for purposes of branding of the Web Site. The branding of the Web Site is subject to Subscriber approval and may be adjusted once annually upon request of the Subscriber.
- 5) The Subscriber may add, delete or substitute Researchers to reflect current affiliations by providing to Elsevier via email the updated metadata in the Master Spreadsheet quarterly, or at any time upon mutual agreement of the parties in writing, not to exceed four (4) times per calendar year. Elsevier will process such changes at no additional charge provided that the total number of Researchers indicated in paragraph 1 does not increase and the total number of Researchers added, deleted or substituted in any one (1) calendar year period constitutes less than ten percent (10%) of the total number of Researchers indicated in paragraph 1.
- 6) The profiles will be updated automatically with data extracted from the Scopus database on a weekly basis. Elsevier will review the profiles for all Researchers on a quarterly basis to ensure that Scopus publications are correctly assigned to each Researcher. Weekly updates to profiles may be temporarily suspended during those times when Elsevier is implementing Subscriber requested changes to the list of Researchers in the Master Spreadsheet.
- 7) The Subscriber will obtain all consents or approvals necessary for authorizing Elsevier to use any data that the Subscriber delivers to Elsevier hereunder to develop and provide the Application. The Subscriber warrants that Elsevier's use of such data for the purposes as set forth in the Agreement will not infringe the intellectual property rights or violate any privacy, publicity or other rights of any third party. The Subscriber will indemnify, defend and hold harmless Elsevier 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 such use of such data infringes or violates the rights of such third party. If any such action or claim is made, Elsevier will promptly notify and reasonably cooperate with the Subscriber. This indemnity obligation will survive the termination of this Agreement.
- 8) Upon termination of this Agreement, at the written request of the Subscriber no later than ninety (90) days following the effective date of termination of this Agreement, Elsevier will make accessible to the Subscriber through electronic transfer by means of File Transfer Protocol ("FTP") an electronic copy of the Researchers' profiles in the Application. The Subscriber's use of such data will continue to be subject to the usage provisions of the Agreement, which provisions will survive the termination of the Agreement. The electronic copy may not contain links and other features and functionality associated with the online version.

**Annex A to Schedule 1**  
**SciVal Experts Researcher Metadata**

**Required Fields:**

- First Name
- Middle Initial (blank, if none)
- Last Name
- Department affiliation (e.g., Hematology/Oncology)
- Parent department rollup (e.g., Internal Medicine)

**Optional Fields:**

- Job Title
- Institutional postal address
- Institutional phone number
- Institutional email address\*
- Link to public institutional directory entry
- Filename for faculty photo (if providing for all Researchers)
- Other (if acceptable to technical development team)

\*Required for Profile Enhancer

**Annex B to Schedule 1**  
**SciVal Experts Subscriber Content**

**Required Fields:**

- Type of content (see table below)
- Format of content (xml, csv. etc)
- Estimated number of total records for initial build
- Estimated number of records per update
- Frequency of updates (weekly, quarterly, or annually, etc)
- Delivery method (Bulk, web service)
- Additional Required Fields will be determined at the time of integration

**Optional Fields:**

- Option Fields will be determined at the time of integration.

**Type of content**

- Awards and Honors
- Artistic and Professional Performances and Exhibits
- Software
- Research Interest Keywords
- Research Statement
- Patents
- Certifications and Licenses
- Clinical Service
- Editorial Boards/Editorship
- Education
- Employment, Positions & Ongoing Activities
- Engagements
- Languages
- Memberships
- Professional Trainings and Experiences
- Partnerships
- Publications
- Written Works
- Technical Reports
- Presentations
- Meeting Abstracts
- Journal Publications
- Conference Proceedings
- Book Chapters
- Books



- Scheduled Teaching
- Non-Credit Instruction Taught
- Directed Student Learning (for credit)
- Research in Progress
- Grant Awards
- Contracts
- Clinical Trials

# SCIVAL EXPERTS™ AGREEMENT

## Schedule 2

### Sites/Authentication/Contacts

**Subscriber:** Università degli Studi di Roma I "La Sapienza"

| <b>Sites:</b>                            | <b>#Relev. Auth. Users:</b> | <b>Authentication:</b>                                                                                                                                                                                                                                                    |
|------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Piazzale Aldo Moro 5, Rome, 00185, Italy | 1000                        | 141.108.(1-7).(0-255)<br>141.108.(9-10).(0-255)<br>141.108.(12-14).(0-255)<br>141.108.(16-21).(0-255)<br>141.108.(23-28).(0-255)<br>141.108.(30-34).(0-255)<br>141.108.(36-41).(0-255)<br>151.100.(0-255).(0-255)<br>193.205.(218-218).(0-255)<br>194.183.(12-12).(39-39) |

Estimated total number of Authorized Users: 1000

Estimated total number of relevant Authorized Users for SciVal Experts: 1000

For the avoidance of doubt, other institutions and 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.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

#### Primary Contact

Name:

Title:

Name/Address:

E-mail:

Phone:

Antonella Cammisa

Area Supporto alla Ricerca

Università degli Studi di Roma "La Sapienza",

Piazzale Aldo Moro 5, Rome, 00185, Italy

antonella.cammisa@uniroma1.it

#### Billing Contact

Name:

Title:

Name/Address:

E-mail:

Phone:

Monica Mignucci

N/A

Università degli Studi di Roma "La Sapienza",

Piazzale Aldo Moro 5, Rome, 00185, Italy

monica.mignucci@uniroma1.it

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.