

## **Purchase Agreement Pick&Choose from the Torrossa Platform**

### **1. Preamble**

The present Purchase Agreement (“Agreement”) concerns digital content of various publishers (“Publisher”) e-books (“Licensed Materials”) made available to 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.

#### 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 a reasonable portion of Licensed Materials in a copy for personal research only, excluding any direct or indirect commercial purposes;
- Download for eBooks: Authorized Users may download and save a reasonable portion of Licensed Material in a temporary copy that will expire after 14 (fourteen) days from download, for personal research only, excluding direct and indirect commercial purposes.

Single titles may have different usage options depending on the policies of each individual publisher. In such cases the customer will be notified at the time of ordering.

#### Concurrent Authorized Users

- The number of permitted concurrent Authorized Users is unlimited.

#### Archival/Back-up Copy

In the case that the publisher does not participate in the mutually accepted

long-term archive initiative CLOCKSS or Portico, Licensee may request from Licensor one copy of the Licensed Materials, for a cost recovery charge, to be maintained with the security best practices exclusively as a back-up and/or archival copy in accordance with this agreement.

### 3. **Content of Licensed Material.**

This agreement covers all single e-book purchases on the Torrossa platform.

### 4. **Effective Date and Duration**

The Effective Date is set December 15th, 2022.

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.

### 5. **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.

### 6. **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.

[Text deleted]

BY: \_\_\_\_\_

Signature of Authorized Signatory of Licensor

DATE: December 15<sup>th</sup> 2022

Print Name: [Text deleted]

Title: Managing Director

Address: Via Benedetto da Maiano 3  
50014 Fiesole FI (Italy)

Licensee:

University of California San Diego

BY: [\[Text deleted\]](#)

Signature of Authorized Signatory of Licensee

DATE: 1/3/2023

Print Name: [\[Text deleted\]](#)

Title: Associate University Librarian Scholarly Resources and Services

Address: 9500 Gilman Drive [\[Text deleted\]](#)  
La Jolla, CA 92093-0175

ANNEX 1: General Licensing Terms (GLT)

ANNEX 2: Administrative and technical data