

Barcelona, 14 de gener de 2019

EXP-LIC-NSP-2019-69196

REUNITS

D'una part el Sr. Josep Maria Ciervo Ruedas amb DNI núm. 37680721-M, Director General d'UPCnet, Serveis d'Accés a Internet de la Universitat Politècnica de Catalunya, S.L.U. (en endavant, UPCnet), i en representació d'aquesta, amb CIF B-61832119 i domicili social al carrer Gran capità 2-4 edifici Nexus I, planta 0 de Barcelona, i amb poders documentats [REDACTED]

[REDACTED]

I de l'altra, el Sr. Marc Estapé Solernou, amb NIF núm. 46642608-B, en representació de l'empresa International Business Machines, S. A., amb NIF núm. A-28010791 amb domicili social a C/Santa Hortensia, 26-28, 28002 de Madrid i constituïda [REDACTED]

[REDACTED]

Les facultats per aquest acte deriven de la seva condició d'apoderat, [REDACTED]

[REDACTED]

[REDACTED] parts es reconeixen competència i capacitat per formalitzar el present contracte.

ANTECEDENTS

PRIMER.- Que d'acord amb l'expedient **EXP-LIC-NSP-2019-69196**, tramitat mitjançant el procediment negociat sense publicitat per causes d'exclusivitat tècnica, a l'empara de l'article **168.a).2º de la Llei 9/2017, de 8 de novembre** de Contractes del Sector Públic i acomplerts els tràmits procedimentals necessaris per a la justificació de la contractació del Subministrament de la Llicència IBM SPSS Statistics Premium Campus Edition Campus Value Unit Term License Subscription amb suport de 12 Mesos per personal i estudiants a la Universitat Politècnica de Catalunya per 2020

SEGON.- Que per Resolució del 16 **de desembre de 2019** es va adjudicar la contractació del Subministrament de la Llicència IBM SPSS Statistics Premium Campus Edition Campus Value Unit Term License Subscription amb suport de 12 Mesos per personal i estudiants a la Universitat Politècnica de Catalunya per 2020, amb caràcter definitiu a l'empresa, amb caràcter definitiu a l'empresa **International Business Machines, S. A.**, amb NIF núm. **A-28010791** representada pel Sr. **Marc Estapé Solernou**, que ACCEPTA l'adjudicació.

CLÀUSULES DEL CONTRACTE

PRIMERA.- El present contracte té per objecte la contractació del Subministrament de la Llicència IBM SPSS Statistics Premium Campus Edition Campus Value Unit Term License Subscription amb suport de 12 Mesos per personal i estudiants a la Universitat Politècnica de Catalunya per 2020.

SEGONA.- Aquest contracte es regirà per l'estipulat en la Llei 9/2017, de 8 de novembre, de Contractes del Sector Públic.

TERCERA.- El servei s'ha de realitzar amb subjecció estricta a L'oferta presentada per **International Business Machines, S. A.**, amb referència: Oferta número: 18561109 i annexada a l'expedient de referència.

QUARTA.- El preu del contracte és de 14.625,27€ dels quals 12.087,00€ corresponen al preu del contracte i 2.538,27€ corresponen a l'impost sobre el Valor Afegit (IVA).

CINQUENA.- el contracte té una durada d'un any i finalitza el 31 de desembre de 2020. Es contempla la possibilitat de prorroga d'un any.

SISENA.- en aquest contracte no hi haurà revisió de preus. En cas de pròrroga s'aplicarà un increment corresponent a l'IPC fins a un màxim del 3%.

SETENA.- El preu del contracte s'abonarà d'acord amb la proposta econòmica presentada per **International Business Machines, S. A.**, amb referència: Oferta número: 18561109 i annexada a l'expedient de referència.

VUITENA.- Forma part integrant d'aquest contracte els termes i condicions recollits a l'Annex 1 referents a l'Acord de llicència del programa per a l'Opció de valor del Campus acadèmic IBM SPSS.

NOVENA.- El proveïdor, amb renúncia al seu fur, se sotmet expressament a la jurisdicció dels tribunals i jutjats de Barcelona de qualsevol ordre, per a totes les incidències que directament o indirectament poguessin sorgir del contracte.

I per deixar constància del que ha estat convingut, ambdues parts signen aquest contracte, per duplicat, en el lloc i la data abans esmentats.

José María Ciervo Ruedas
Director General
UPCNET

Marc Estapé Solernou
Apoderat
IBM

Addendum to the Program License Agreement for IBM SPSS Academic Campus Value Option



The terms of this Addendum to the Program License Agreement for IBM SPSS Campus Value Option ("Addendum") are in addition to or modify the terms of the IBM International Program License Agreement ("IPLA") or the Client Relationship Agreement ("CRA") license and govern IBM's provision of selected IBM SPSS Programs, on a limited use basis, to "Licensee" (also called "Client"). If there is a conflict between the terms of this Addendum and those of the IPLA or CRA, including its License Information document ("LI"), the terms of this Addendum prevail. The IPLA or CRA and its LIs are available on the Internet at ibm.com/software/sla.

You accept the terms of this Addendum by signing below.

To participate in the IBM SPSS Academic Campus Value Option under the Agreement, Licensee must be an Accredited Education Institution and meet the requirements set forth in this Addendum.

An Accredited Education Institution is defined as a public or privately funded body. The institution may take the form of:

1. a university or college offering education leading to nationally recognized qualifications or levels of academic achievement, accredited by a regional or national accrediting council or commission or appropriate government agency or board of education of the state or country in which the educational institution is located,
2. an academic research institution or
3. a primary, elementary or secondary level school, either publicly or privately funded, where education is the principal objective leading to nationally recognized qualifications or levels of academic achievement, accredited to deliver education by national or regional councils or agencies.

1. Campus Value Option License Grant & Restrictions

If Licensee acquires a license to use the Program(s) listed in Section 3 under the "Campus Value Unit" licensing model, ("CVU License") as indicated by the notation "Campus Value Unit" in a Proof of Entitlement ("PoE") for the Program, the following additional terms and conditions apply:

- a. Campus Value Units are calculated based upon the number of full time equivalent students ("FTE") of Licensee's institution and the projected number of users during the fixed term specified by the start and end dates on Quotation Number **18561109** ("Quotation") that accompanies this Addendum and as indicated in the PoE for the Program. "Full Time Equivalent" or "FTE" students are defined as the sum of full time enrolled students plus one-half of the total number of part time enrolled students.
- b. Licensee may use the Program(s) listed below only during the fixed term specified in the Quotation and on Licensee's PoE.
- c. Except for Home Use, Licensee may use the Program(s) listed below without restriction as to quantity during the applicable fixed term.
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2. Home Use, Academic Hospital Use, and Virtual Computer Lab Use Extensions

Licensee may elect "Home Use", "Academic Hospital Use" or "Virtual Computer Lab Use" in Section 3 as part of their Campus Value Option.

2.1 Authorization for Home Use:

If Licensee obtains the proper entitlement for Home Use as indicated in Section 3, then Licensee's students and faculty of Licensee's institution may use the Program(s) listed below at home on computers that are owned or leased by the students or faculty ("Home Use") up to the entitled number of Authorized Users in Section 3 for the purposes set forth in Section 1d above. Institutions who purchase the home user rider need to develop a method to deliver the SPSS Statistics software to their students. Students and faculty can no longer use the SPSS Statistics trial to download the software. The Home Use edition will mirror the purchased Campus edition in features and functionality.

2.2 Authorization for Academic Hospital Use

If Licensee obtains the proper entitlement for Academic Hospital Use as indicated in Section 3 and the Licensee hospital is at minimum partially owned by Licensee, non-profit, and serving as a teaching hospital, then Licensee may use the Program(s) listed below in connection for the purposes set forth in Section 1d above ("Academic Hospital Use").

2.3 Authorization for Virtual Computer Lab Use

If Licensee obtains the proper entitlement for Virtual Computer Lab Use as indicated in Section 3, then Licensee may use the Program(s) listed below in a virtualized computing environment on computers that are owned or leased by Licensee and students and faculty of Licensee's institution may access and use the Program(s) on or off campus for the purposes set forth in Section 1d above ("Virtual Computer Lab Use"). Virtual Computer Lab Use is restricted to Licensee's campuses covered by this Campus Value Option.

3.0 Campus Value Option Programs

CAMPUS VALUE OPTION EXTENSIONS		AUTHORIZATION
Number of IBM SPSS Statistics Authorized Home Users		0
Number of IBM SPSS Modeler Authorized Home Users		0
IBM SPSS Statistics Virtual Computer Lab Use		N
IBM SPSS Modeler Virtual Computer Lab Use		N
IBM SPSS Statistics Academic Hospital Use		N

PART NUMBER	PART NUMBER DESCRIPTION	QUANTITY
D0EVSLL	IBM SPSS Statistics Premium Campus Edition Campus Value Unit Term License Subscription and Support 12 Months	82
D0EUNLL	IBM SPSS Amos Campus Value Unit Term License Subscription and Support 12 Months	82

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Agreed to:
UPCnet SLU

By _____
Authorized signature

Name:

Title:

Date:

Customer identification number: 060380

Customer address: C/ Gran Capità 2-4

Edifici Nexus 1

08034- Barcelona

Agreed to:
IBM S.A.

By _____
Authorized signature

Name:

Title: Sales Manager

Date:

Customer site number: 7642360

IBM address: C/ Santa Hortensia 26-28
28.002- Madrid