

Publishing Agreement

This Publishing Agreement is made as of this 14 September 2020 between

Springer-Verlag Italia S.r.l., Via Decembrio 28, 20137 Milano, Italia
(hereinafter called "**Publisher**")

and

Universitat de Barcelona
Gran Via de les Corts Catalanes, 585
08007 Barcelona, Spain
(hereinafter called "**the University**").

WHEREAS, the University is the owner of a professional journal entitled
COLLECTANEA MATHEMATICA
(hereinafter called "**Journal**")

WHEREAS, the Publisher is an experienced publisher of professional journals.

WHEREAS, the University desires that the Publisher serve as the publisher of the Journal and undertake related activities with respect to the Journal, each as set forth in this Publishing Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Publishing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Publication

The Publisher will publish and distribute the Journal commencing with Volume 72, Issue 1, January 1, 2021 in accordance with its standard practices and procedures, and as set forth in this Publishing Agreement, whereas the Publisher intends to publish the Journal under the imprint **Springer**.

2. Title and Designation of the Journal

During the term of this Publishing Agreement, the Journal shall be designated as the official publication of the University, as follows:

- a. Each issue of the print edition of the Journal shall contain a prominent statement in the front matter and on the cover that the Journal is "An Official Journal of the University." Each issue of any electronic edition shall contain the same statement, prominently placed.
- b. The Publisher will appropriately acknowledge that the Journal is the official publication of the University in major Journal promotional materials.

3. Subscriptions

3.1. Institutional Subscriptions

“Institutional Subscriptions” shall mean subscriptions sold throughout the world to academic, medical, corporate, and other institutional libraries and other subscribers throughout the world. Institutional Subscriptions to the Journal shall include all regular issues of the Journal and any supplements. The Publisher shall be responsible for setting the annual Institutional Subscription rate. The Publisher recommends and the University agrees that the rate for the next five years (2021-2026) shall be €290,00.

3.2. Individual Subscriptions

“Individual Subscriptions” shall mean subscriptions sold throughout the world to individual persons who are not members of the University. Individual Subscriptions to the Journal shall include all regular issues of the Journal and any supplements. The Publisher shall be responsible for setting the annual Individual Subscription rate. The Publisher recommends and the University agrees that the initial annual rate shall be **€72,37**.

3.3. University Member Subscriptions

- a. “University Member Subscriptions” shall mean subscriptions sold to the University, and shipped to the University by the Publisher in bulk, solely for distribution to members of the University at a price determined and charged to their members by the University and as otherwise consistent with the terms of this Publishing Agreement. At least one University Member Subscription will be provided by the Publisher to each active member of the University. As part of the purchase price, the Publisher shall also provide to the University free access to the electronic edition of the Journal through the Publisher’s online information portal currently known as SpringerLink (or such other electronic format or system designated by the Publisher from time to time) for each active University member. University Member Subscriptions to the Journal shall include all regular issues of the Journal and any supplements.
- b. The University agrees that the Publisher, or affiliated companies of the Publisher, may provide each member of the University with email services, including but not limited to email alerts regarding upcoming issues of the Journal (so-called TOC alerts), unless the member refuses to obtain such services or wishes the email services to be limited to delivery of TOC alerts. Should the University’s member(s) not or no longer wish to receive the email services or should the University’s member(s) wish the services to be limited to the delivery of only TOC alerts, the University or respective member will promptly notify the Publisher, or affiliated companies of the Publisher that are involved in rendering these email services, hereof in writing in accordance with section 24 of this Publishing Agreement or through the unsubscribe link provided in every TOC alert email message. The University shall deliver to the Publisher the email address and other personal data needed of each member of the University. The University agrees that the processing of the data itself and rendering of the email services can be performed by a company not part of Publisher’s group or affiliated companies like e.g. Acxiom Corporation and its affiliated companies, who will render the email services in the name of the Publisher or affiliated companies of the Publisher. The transfer, storage and use of personal data are subject to national and international data protection statutes.
- c. The University guarantees that it maintains arrangements with its members during the term of this Publishing Agreement that allow the performance of the email services by the Publisher, affiliated companies of the Publisher or the Publisher’s sub-contractors, in particular, that the University has obtained the consent of each member to receive email communications as required by law and that it obliges the recipients to abide by applicable data protection laws. The University shall at its sole expense indemnify the Publisher, any affiliated companies of the Publisher and/or the Publisher’s sub-contractor

from any claim, including, but not limited to, claims for damages and/or costs, raised against the Publisher or any other indemnified party by any third-party, including the University's members, as a result of the performance of the email services.

- d. The University agrees to subsidize the Journal by an annual lump sum of **€8.500, 00 (+VAT 4%)** for a 5 calendar year period starting on 01/01/2021. In return, the Publisher supplies **150** copies free of charge of each issue, including handling and shipping. If the University is interested in buying more than 150 copies, Springer will offer additional copies at a special discounted rate. The aforesaid annual sum will be paid in three (3) installments upon receipt of the invoice after publication of each issue.

4. Ownership of Intellectual Property

- a. The University shall own the Journal and all trademarks, and other proprietary rights in the Journal and all other names or symbols supplied by the University to identify the Journal, except as provided in subsection 4(c).
- b. As between the parties, the University shall own the copyright in all articles and University -provided commentary contained in the Journal. The Parties acknowledge that during the term of this agreement it may become necessary to amend the regime whereby authors assign copyright to the University in favor of a license to publish. The Publisher therefore reserves the right to change content acquisition from an assignment of copyright to a license to publish. In the event that the content acquisition regime changes to a license, the authors will be required to agree to the Publisher's standard author license agreement (the "LTP") via the Publisher's workflows and systems. If an author refuses or otherwise fails to agree to such LTP and/or to work with the Publisher's workflows and systems the Publisher shall use reasonable endeavors to convince the author to use these. Without limitation of its rights under this Publishing Agreement, the Publisher, in consultation with the University, may refuse to publish such an article in the absence of such LTP or author co-operation. It is also agreed that, occasionally, a different licensing and copyright approach may be required for individual articles, for instance if mandated by funding agencies.
- c. Nothing in this Publishing Agreement shall be construed to give the University a claim to ownership of any intellectual property owned or provided by the Publisher or third parties and used in, or in connection with, the Journal.
- d. The Publisher will assign digital object identifiers (DOI) to the articles of the Journal and register them.
- e. The University shall own the subscription lists for the Journal (collectively, the "Subscription List"). However, during the term of this Publishing Agreement and for a reasonable period thereafter, the Publisher may send notices and information regarding publications and other products and services of potential professional interest to the addressees on that list. The University shall obtain consents from the individuals concerned on the Subscription List prior to sharing the Subscription List with the Publisher and shall oblige the individuals to abide by applicable data protection laws.

5. Rights Granted

- a. The University grants to the Publisher the exclusive right and license to produce, publish, distribute, archive, translate and sell the Journal in all languages, all forms and all media now known or later devised or perfected, throughout the world, for the term of this Publishing Agreement.
- b. Subject to the terms and conditions of this Publishing Agreement, the University hereby grants to the Publisher, for the term of this Publishing Agreement, the non-exclusive license to use the name of the University, the title of the Journal, and any trademarks, trade names or logotypes associated with them in

connection with the exercise of any rights granted to the Publisher in this Publishing Agreement and reasonably exercised in the pursuit of its rights as the publisher of the Journal.

- c. The University reserves a non-exclusive right to reproduce from time to time, in print and electronic form, University news, commentary and other material, but not peer-reviewed articles, that previously may have been published in the Journal. The University will not use that material in a manner that might divert revenue from the Journal or otherwise impair the Publisher's ability to market the Journal as a part of its worldwide publishing program, nor will the University seek third-party funding for, or any third-party participation in, the distribution of that material without the Publisher's approval, which shall not to be unreasonably withheld.
- d. The University grants to the Publisher the right to print single issues of material for which the Publisher does not have stock, in order to fulfil claims of valid subscribers, to fulfil back orders for historical volumes, etc. Revenues generated from these sales will be included in Net Revenues as defined in section 16.
- e. Digital Preservation Entities: Parties agree that the Publisher is entitled to entrust digital preservation entities such as Portico (www.portico.org) – or any other repository of similar nature or co-operating with other companies developing new forms of archiving later devised or perfected – to archive the content of the Journal published during the term of the Publishing Agreement.

6. Subsidiary Rights

The Publisher shall have the exclusive right to license, to any third party, the right to exercise, in all forms and formats now known or later devised or perfected, any subsidiary rights associated with the Journal, including, without limitation, the right to translate into any language, authorize, excerpt, and adapt the Journal in whole or in part. The Publisher shall take reasonable commercial efforts to select, as sub-licensees exercising any of the foregoing rights, entities that will maintain a high quality standard. The Publisher will advise the University, upon request, of the exercise of any of the foregoing rights.

7. Competing Works

- a. The University will not, during the term of this Publishing Agreement, enter into new affiliations with other professional journals or trade magazines, or otherwise engage officially in the publication of any peer-reviewed, professional journal or magazine, that, in the Publisher's judgment, might directly conflict with or compete with the successful publication of the Journal.
- b. To the extent it is legally able to do so, during the term of this Publishing Agreement, the University shall not permit the Editor-in-Chief of the Journal to serve in a similar capacity for a journal of similar content or character published by any party other than the Publisher. The Publisher acknowledges, however, that the Editor-in-Chief of the Journal may serve on the Editorial Boards of other journals.
- c. The University grants to the Publisher a first option, coupled with an interest, to obtain the exclusive right to publish any new journal (in any form or format) it shall seek to have developed during the term of this Publishing Agreement, subject to the terms and conditions of this Publishing Agreement. The University shall inform the Publisher by written notice as soon as the University shall make the decision to develop or begin publishing any such new journal. The Publisher shall have twenty-one (21) days in which to accept or reject the option to publish. If the Publisher shall accept, the University hereby grants to the Publisher the exclusive right to publish that journal or electronic product on terms and conditions substantially similar to those contained in this Publishing Agreement (subject to any third-party rights

contained in any third-party license agreement). In the event that the Publisher shall reject the option, or the University and the Publisher cannot agree on the terms and conditions within sixty (60) days following the Publisher's acceptance of the right to publish the journal or electronic product, after good-faith negotiations, the University shall be free to offer the right to publish the journal or electronic product to a third-party publisher. However, should any such third party obtain terms and conditions more favorable to it than last offered by the University to the Publisher under this subsection 7(c), the University shall first re-offer the opportunity to the Publisher for an additional thirty (30) day period during which the Publisher shall have the exclusive right to accept or reject that opportunity, substantially in accordance with those terms and conditions. Upon acceptance by the Publisher of any option or offer under this subsection 7(c), the parties shall negotiate in good faith either an amendment to this Publishing Agreement or a separate agreement.

8. Responsibilities of the University

- a. The University shall exercise sole control over the editorial development and editorial content of the Journal, subject to the Publisher's then-current guidelines to contributors and its editorial standards and practices, and shall be responsible for maintaining a consistently high quality for all published contributions.
- b. The University shall appoint an Editor-in-Chief who shall be responsible for all day-to-day aspects of editorial development and shall exercise control over the material to appear in the Journal. The Editor-in-Chief shall be responsible for peer review of all submitted articles; peer review shall be performed in accordance with the Publisher's guidelines to contributors and its editorial standards and practices, each as shall be in effect from time to time during the term of this Publishing Agreement, such as but not limited to the attached Code of Conduct for Editors-in-Chief as specified in **Annex A**.
- c. The University's editorial office shall be responsible for supplying the Publisher with peer-reviewed and accepted manuscripts, including but not limited to, all illustrations, graphs, tables, charts and captions, all according to the publication schedule as determined by the production department of the Publisher and submitted to the editorial office on an annual basis. All materials shall be delivered to the Publisher electronically in formats reasonably specified by the Publisher.
- d. The University, via its editorial office or otherwise shall provide the Publisher with all necessary permissions, work-made-for-hire agreements, copyright transfer agreements, and any other documentation reasonably deemed by the Publisher to be necessary for publication of the Journal, and shall reasonably cooperate with Publisher in securing that documentation.
- e. The University shall select an Editorial Board that shall provide both international representation and diverse expertise. Editorial Boards should reflect the diversity of the research communities they represent. The Editorial Board shall assist the Editor-in-Chief as reasonably required to keep publication of the Journal on schedule, to maximize quality and to enhance the reputation and sales of the Journal.

9. Responsibilities of the Publisher

- a. The Publisher shall be responsible for publishing the Journal, including the entire cost of manufacturing, distribution, maintaining inventory, pricing, promotion, advertising and collection of subscription payments.
- b. The Publisher shall be responsible for the design and layout for the Journal in all media, including cover design and paper stock (the "Journal Design"), the selection of paper and for determining the print runs. The University shall have the right to approve the initial Journal Design. However, if the University

requests that the initial Journal Design contain elements that are not reasonable or customary, including, but not limited to, special paper stock or color, the Publisher reserves the right to charge the University for the extra costs associated with fulfilling the request. Once the initial Journal Design shall have been finalized, if the University shall request changes to the Journal Design, the University shall bear the costs of those changes. In the event of potential costs to the University as a result of University requests under the previous two sentences, the University shall have the right to receive, on written request, a written, non-binding estimate of those costs. In the event that the Publisher shall desire to make any subsequent, material change to the Journal Design that shall not have been initiated by request of the University, the Publisher shall obtain the University's written approval before implementing the change.

- c. The Publisher shall be responsible for copyediting and production of the Journal, in all formats. Technical copyediting shall be of a consistently high quality and in keeping with the Publisher's journal publishing program. The Publisher's copyediting style sheet shall conform to generally accepted standards for professional publications in the sciences and, if the University shall so request, shall be developed in consultation with the University's editorial office.
- d. The Publisher shall be solely responsible for planning, implementing and managing the promotion, marketing and advertising of the Journal to appropriate worldwide markets, subject to discussions from time to time with the University.
- e. The Publisher shall provide an annual report to the University and if so requested to the Journal's Editor-in-Chief and Editorial Board. The report will include summary information regarding Journal subscription revenue, advertising pages and revenue, editorial-page budgets and usage, and abstract and indexing performance.
- f. At its own expense, the Publisher shall provide the University with a Web-based manuscript submission and handling system for tracking the progress and status of manuscripts through the submission and review process.

10. Frequency, Article Number and Format

- a. The parties agree that the Journal shall be published with the following frequency: one [1] volume per year, consisting of three [3] regular issues. The parties agree to use all reasonable efforts to ensure that the Journal publishes not fewer than twenty-five [25] articles a year, subject always to the Journal's editorial standards being safeguarded. Changes in the frequency of publication must be agreed upon in writing by the University and the Publisher by June 1 of the Subscription Year prior to which the changes are to take effect.
- b. The print edition of the Journal shall have a trim size of 15.5x23.5 cm, may have a four-color cover, and shall be perfect bound as long as the number of pages in each issue shall meet the specifications of the printer for perfect binding. The Publisher shall provide the University with up to four [4] free pages during each Subscription Year for reasonable University purposes. Should the University or Editor-in-Chief so request, all color illustrations provided in an appropriate electronic format will be published in color in the electronic edition.
- c. The electronic edition of the Journal may be published via SpringerLink or any other electronic format or means of electronic distribution provided by or through the Publisher from time to time. Electronic files currently appear on SpringerLink in both PDF and HTML formats.
- d. The Publisher will also provide two (2) free pages per issue to the University for announcements and other University information.

11. Contributors and the Publisher's Open Choice

- a. No page charges shall be levied on contributors, except as provided in this section 11.
- b. Contributors may elect to pay an additional fee to provide free access to the online version of their articles to the general public through the Publisher's "Open Choice" program, under the guidelines of that program, as they shall exist from time to time. The University acknowledges that an additional fee may be charged to contributors for opting into the Open Choice program or any successor to it. Any such additional fees collected from contributors shall be included as Journal Net Revenue.
- c. For every article published with Open Access as a result of the Publisher's Open Choice program it is agreed that:
 - the copyright of the article is retained by the author, and
 - the Creative Commons Attribution license is applicable.
- d. The Publisher reserves the right to levy page charges on contributors whose contributions contain color pictures, foldouts or similar, exceptional material that would increase the Publisher's costs of production by more than a *de minimis* amount. No charges collected from contributors shall be included as Journal Net Revenue.

12. Supplements

- a. From time to time, the University or the Publisher may sponsor or arrange sponsorship for supplements to the Journal. The sponsor will pay the Publisher for all costs, including, without limitation, the cost of production and distribution of supplements.
- b. For other supplements sponsored by the University (the "University -Sponsored Supplements"), the Publisher shall invoice the University only for pre-approved direct costs to produce the University -Sponsored Supplement. Costs for additional copies will be quoted prior to the press date of the University -Sponsored Supplement and will be based on manufacturing overrun costs of the issue, the size of the issue and the quantity to be purchased. Payments for University -Sponsored Supplements will not be included as Journal Net Revenue. The University shall pay for each University-Sponsored Supplement within thirty (30) days following receipt of the Publisher's invoice.
- c. For supplements sponsored by corporate or other commercial sources, the Publisher shall determine pricing on a case-by-case basis. Payments made to the Publisher in connection with any such supplements shall be considered Journal Net Revenue.

13. Digitization of Back Volumes

The Publisher agrees to continue to host the University's back issues of the Journal (the "Backfiles") from volume [2008] up to [2010] and to make them available electronically by or through the Publisher. During the term of this Publishing Agreement, the Publisher's right to create and to disseminate Backfiles shall be exclusive.

- a. The Publisher shall pay all costs of digitization of the Backfiles. The Publisher shall own the digital files and thus not be obliged to transfer them to the University unless otherwise agreed in writing. The University shall not use, dispose of, permit, make copies or disseminate the digital files itself unless otherwise permitted hereunder.
- b. The Publisher shall have the exclusive right to encode electronically and to sell or otherwise provide access to the complete Backfiles for the Journal.

- c. Publisher's proceeds from all Backfile sales shall be included in Journal Net Revenue.
- d. On expiration or termination of this Publishing Agreement, and without further compensation to the University, the Publisher shall have the non-exclusive right to maintain a perpetual digital archive of the Backfiles in order to provide continued online access to subscribers that shall have subscribed for access to the Journal as part of SpringerLink or any other database and that shall have received access to Journals via any such database at any time prior to that expiration or termination. In the alternative, the Publisher may deliver the applicable content to subscribers by any fixed storage medium, at which point online access for those subscribers shall be terminated.
- e. On termination or non-renewal of this Publishing Agreement (other than due to termination by the Publisher under subsection 17(b) or (c)), the University and the Publisher shall discuss in good faith any request by the University to purchase the Backfiles. However, nothing in this subsection 13(f) shall be construed to alter the Publisher's rights under subsection 13(e), and the parties expressly acknowledge the Publisher's perpetual right and non-exclusive license to the Backfiles for the limited purposes of subsection 13(e).

14. Complimentary Copies

- a. Publisher shall provide online access to the Editor-in-Chief and to the University's main office to view the electronic edition of the Journal on Publisher's Internet portal, currently known as SpringerLink. Furthermore, Editor-in-Chief has the right to download and disseminate for his/her private use single articles of the Journal and to share them with research colleagues for their own professional, non-commercial use, provided the author(s) of these articles agree. The access and download referred to in this section are for individual and personal use only. Downloaded articles may not be shared with libraries or with other institutions that subscribe (or potentially could subscribe) to Journal at the full published rate.
- b. Additionally the University shall receive one hundred and fifty [150] copies of each print issue of the Journal for the University's internal use and for promotional purposes but not for resale.
- c. The Editor-in-Chief shall receive one [1] copies of each print issue for use in the solicitation of manuscripts. In the event that the Editor-in-Chief or any member of the Editorial Board shall not receive the print edition of the Journal by virtue of membership in the University, the Publisher shall provide him with one (1) copy of each issue of that print edition, for personal use.

15. Advertising

- a. The Publisher and its media representatives (including external agencies) shall retain the sole right to solicit advertising, establish rates, and invoice for advertisements to appear in Journal. At the request of the University, the Publisher shall consult with the University about the use and appointment of external agencies. Advertisements will be consistent with the University's professional and educational mission and reputation.
- b. In the event a prospective advertiser approaches the Editor-in-Chief, a member of the Editorial Board or the University, the University agrees to use its reasonable best efforts to refer that prospective advertiser to the Publisher.
- c. The Editor-in-Chief shall have approval over all first-run advertising (i.e., the initial appearance of an advertisement that is to appear in multiple issues of the Journal), provided that approval is not unreasonably withheld and does not result in delay in publication.

- d. The Publisher reserves the right to run advertising for its own products on remnant full pages that may occur due to the lay-out and make-up of the Journal.

16. Payments to the University

- a. The Publisher shall pay to the University an annual royalty of **12%** of the Net Revenue from the Journal for each calendar year. For the purpose of this Publishing Agreement, "Journal Net Revenue" shall mean realized revenue from:
 - b. Print and print + online subscriptions sales, including Institutional and Individual Subscriptions and excluding University Member Subscriptions, less any customary discounts to subscriptions agents,
 - c. Online sales, including consortia sales and single e-only subscriptions, less any customary discounts to subscriptions agents, Reprint sales, License sales, such as sales from translations and income from the exercise of subsidiary rights, Advertising sales, not including any commissions paid to the Publisher's media representatives, Open Choice program revenues.
- d. The Publisher shall pay an annual royalty to the University on all electronic Backfile sales of **12%** of the "Net Backfile Receipts" for each Subscription Year. "Net Backfile Receipts" shall mean the amount actually received by the Publisher directly from Backfile sales, less all costs of digitization and distribution, including, without limitation, line charges, third-party vendor charges, taxes and fees.
- e. As an express exception to the royalty provisions of this Publishing Agreement, no royalties shall be paid with respect to print or electronic copies of the Journal provided for promotional or marketing purposes as provided under this Publishing Agreement, or as provided as a courtesy to the University, the Editor-in-Chief or the Editorial Board.
- f. A statement of account shall be issued annually by May for the preceding calendar year, and payments due to the University will be remitted within four weeks in Euros. The statement of account shall include written statements for the previous calendar year providing sufficient detailed accounts of realized revenue from each source category to support the Publisher's calculation of payments made to the University.
- g. The Publisher shall have the right, at all times during the term of this Publishing Agreement and thereafter, to set off any invoiced and unpaid amounts owed by the University to the Publisher against any sums owed by the Publisher to the University under this Publishing Agreement.
- h. The Publisher shall make all payments to be made by it without any deduction of withholding or other taxes ("Taxes"), unless a tax deduction is required by law. The tax liability, if any, will be borne by the University. The Publisher will arrange for timely remittance of the Taxes in the minimum amount required by law and –upon request by the University - provide for proof hereof. In case a reduction/exemption of Taxes can be claimed (e.g. on the basis of a tax treaty), the University will provide the Publisher with sufficient proof hereof that enables the Publisher to take into consideration the reduction or exemption. Where necessary, the Publisher will co-operate with the University to arrange for such a reduction/exemption.
 - Payments due to the University will be made only into the following bank account:
 - Account Number: 2013 050012 0202637727
 - Swift: CESCESBBXXX
 - IBAN: E\$81
 - Bank Name: Caixa d'Estalvis de Catalunya
 - Bank Country: Spain
- i. The University agrees to subsidize the Journal by an annual lump sum of **€8.500,00 (+VAT 4%)** for a 5 calendar year period starting on 01/01/2021. In return, the Publisher supplies **150** copies free of charge of each issue, including handling and shipping. If the University is interested in buying more than 150 copies,

Springer will offer additional copies at a special discounted rate. The aforesaid annual sum will be paid in three (3) installments upon receipt of the invoice after publication of each issue.

17. Term and Termination

- a. This Publishing Agreement shall become effective upon final signature by the parties and remain in force through the conclusion of the 2026 Subscription Year (the "Term"). For the avoidance of doubt, Subscription Years shall be deemed to end on the later of (i) December 31 of that Subscription Year and (ii) the date on which the last issue of that year's volume shall have been published.
- b. The Publisher and University shall use their best efforts to work together to renew the Publishing Agreement on mutually beneficial terms. The Publisher shall propose to the University in writing no later than 31 December 2025 the terms of the renewal agreement.
- c. Either party may immediately terminate this Publishing Agreement if (i) a receiver is appointed for the other party or its property; (ii) the other party becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors; (iii) the other party seeks relief or if proceedings are commenced against the other party or on its behalf under any bankruptcy, insolvency or debtor's relief law, and those proceedings have not been vacated or set aside within sixty (60) days from the date of their commencement; or (iv) if the other party is liquidated or dissolved, or is unable to perform fully under this Publishing Agreement.
- d. In the event that either party shall default in the performance of any material obligation under this Publishing Agreement, the other party shall have the right to issue written notice of the default. Upon failure of the defaulting party to cure the noticed default in all material respects within ninety (90) days following receipt of that notice, the party issuing that default notice shall have the right to terminate this Publishing Agreement by further written notice.
- e. Within sixty (60) days following expiration or prior termination of this Publishing Agreement other than due to termination by the Publisher pursuant to subsection 17(b) or 17(c), the Publisher shall provide the Subscription List to the University.
- f. Upon expiration or termination of this Agreement:

Publisher shall have the irrevocable, perpetual, royalty-free, non-exclusive right to distribute the issues of the Journal published during the Term and the Backfiles according to section 13 by any electronic means now known or later devised or perfected.

Publisher shall have the irrevocable, perpetual, royalty-free, non-exclusive right to license, to any third party, the right to exercise, in all forms and formats now known or later devised or perfected, any subsidiary rights associated with the issues of the Journal published during the Term and the Backfiles according to section 13, including, without limitation, the right to translate, into any language, authorize, excerpt, and adapt the issues of the Journal published during the Term in whole or in part according to section 6 of this Agreement.

18. Confidentiality

- a. For either party, its "Confidential Information" shall mean its secret or proprietary information maintained by that party as confidential. Tangible forms of Confidential Information must be clearly marked as "confidential" or "proprietary" at the time of disclosure. To be Confidential Information, any

information that is disclosed orally or visually must be designated as “confidential” or “proprietary” at the time of disclosure or with written confirmation within thirty (30) days following disclosure. Following information and all respective documents containing them shall be regarded as Confidential Information irrespective of the requirement to mark them as “confidential” or “proprietary” at the time of disclosure: Subscription List, unpublished articles, the pricing policies of the Publisher and other financial and business matters relating to and/or affecting the Journal, including unpublished Supplements.

- b. Neither party shall disclose or use other than for the purposes hereof any item of Confidential Information of the other gathered during the term of this Publishing Agreement unless: (i) the recipient shall have received the item of Confidential Information from sources lawfully permitted to disclose it, free from any confidentiality restrictions; (ii) the item of Confidential Information shall be available to the public by a person or entity not bound by any confidentiality restrictions and other than through the recipient; (iii) the item of Confidential Information shall have been known to the recipient prior to disclosure by the other party to this Publishing Agreement, its representatives or agents; (iv) the item of Confidential Information shall have been independently developed by the recipient without reference to, or reliance on, disclosure by the other party to this Publishing Agreement, its representatives or agents of the Confidential Information; or (v) the recipient shall be required to make such a disclosure by applicable law or at the direction of a court or governmental agency, but only after the discloser shall have had a reasonable opportunity to obtain a protective order, or similar relief.

19. Representations, Warranties and Indemnification

- a. The University represents and warrants that: (i) it has the right and authority to enter into this Publishing Agreement; (ii) the person executing this Publishing Agreement on its behalf has the right and authority to do so; and (iii) no material in the Journal (other than as provided by the Publisher) shall infringe any copyright, or patent or obligation of confidentiality or violate any property right or other right of any person or contain any matter that may be libelous or otherwise actionable, including, but not limited to, any action related to any injury resulting from the use of any practice or formula disclosed in the Journal and (iv) the University shall have the necessary rights to grant Publisher the right to digitize the Backfiles according to section 13 of this Publishing Agreement.
- b. The University shall indemnify and hold the Publisher harmless from any loss, damage, expense (including reasonable, actual and documented attorneys’ fees), recovery or judgment arising from any breach or alleged breach of any of the University’s representations, warranties or covenants, in particular with regard to digitizing the Backfiles, subject to the limitations stated below.
- c. The Publisher represents and warrants that: (i) it has the right and authority to enter into this Publishing Agreement; (ii) that the persons executing this Publishing Agreement on its behalf have the right and authority to do so; and (iii) no advertisement provided by it for publication in the Journal will infringe any copyright or trademark or violate any property right or other right of any person or contain any matter that may be libelous.
- d. The Publisher shall indemnify and hold the University harmless from any loss, damage, expense (including reasonable, actual and documented attorneys’ fees), recovery or judgment arising from any breach or alleged breach of any of the Publisher’s representations, warranties or covenants set forth in subsection 19(c), subject to the limitations stated below.
- e. Each party shall promptly inform the other of any claim made against either which, if sustained, would constitute a breach of any warranty made by the Publisher or the University in this Publishing Agreement. The University shall defend any such claim made against the University with counsel of the University’s

selection. The Publisher shall reasonably cooperate with the University in such defense and may join in such defense with counsel of the Publisher's selection at the Publisher's expense. After consultation with the Publisher and due consideration of any objections the Publisher may have, the University may settle any such claim made against the University.

20. Governing Law and Jurisdiction

This Publishing Agreement shall be governed by, and shall be construed in accordance with, the laws of **Italy**. The courts of **Milan, Italy** shall have the exclusive jurisdiction.

21. Force Majeure

Neither party will be liable for its delay or failure to perform to the extent caused by circumstances beyond its reasonable control, including, without limitation, fire, flood, strike, terrorism, civil, governmental or military authority or acts of God. Should a party's delay or nonperformance continue for a period of at least sixty (60) days, however, the other party may issue a notice of termination under subsection 17(b).

22. Relationship of Parties

Nothing contained in this Publishing Agreement shall be deemed or construed by the parties or by any third person to create a relationship other than that of independent contractor between the Publisher and the University. Neither party shall have the right or authority, or shall hold itself out to have the right or authority, to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

23. Value-added tax

All amounts mentioned in this Publishing Agreement are exclusive of any VAT or similar taxes. If VAT or similar taxes are chargeable/due, the Publisher and University shall pay to the University and the Publisher, respectively, (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT or similar taxes.

24. Notices and Addresses

All written notices under this Publishing Agreement shall be given by personal delivery, registered or certified mail; facsimile (confirmed by any of the foregoing methods); or overnight messenger service that regularly tracks its packages, to the named contact at the address set forth below. Notices shall be deemed effective upon actual receipt, provided that the sender shall retain confirmation of receipt. As express exceptions, however, (i) written notices from either party regarding the appointment of the Editor-in-Chief and Editorial Board members may be delivered by email to their respective contacts below or as otherwise designated in writing by the parties from time to time, and (ii) either party may change its named contact or address for notice by notifying the other party of its new address in writing, delivered by first-class mail or courier.

If to University:

Prof. Dra. Rosa M. Miró-Roig
Managing Editor of *Collectanea Mathematica*
University of Barcelona
Gran Via de les Corts Catalanes, 585-08007, Barcelona, Spain
Email: miro@ub.edu

If to Publisher:

Springer-Verlag Italia S.r.l., Via Decembrio 28, 20137 Milano, Italia

Attention: Razia Amzad

Publishing Editor

Email: Razia.Amzad@springer.com

Attention: Marc Strauss

Editorial Director

Email: Marc.Strauss@springer.com**25. Miscellaneous**

This Publishing Agreement shall be binding upon and inure to the benefit of the successors and assigns of the University and the successors and assigns of the Publisher. The Publisher may assign its rights and delegate its duties at its discretion. Because of the unique role of the University as the owner of the Journal, the University may not assign its rights or delegate its duties without the prior written consent of the Publisher. If one or more provisions of this Publishing Agreement are held to be unenforceable under applicable law, each such provision shall be excluded from this Publishing Agreement and the balance of the agreement shall be interpreted as if that provision were so excluded. This Publishing Agreement sets forth the entire agreement of the parties as to its subject matter and supersedes all previous or contemporaneous oral or written representations or agreements. It may not be modified or amended except by written agreement of the parties. Section 4, 13(e), 13(f), 16(f), 17(d), 17(e), 19, 20, 21, 23, 24 and 25 shall survive the expiration or prior termination of this Publishing Agreement.

IN WITNESS OF THE FOREGOING, the parties have caused this Publishing Agreement to be executed as of the Effective Date.

Universitat de Barcelona

DocuSigned by:

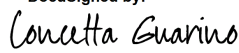
 7AB3D75C653F499...

Name: Josep Oriol Escardíbul Ferrà


Title: **Gerent/General Manager**

21 September 2020
 Date: _____

Springer-Verlag Italia S.r.l.

DocuSigned by:
 21 settembre 2020
 CBCBF8A4288746F...
 Concetta Guarino

Representative with power of attorney

DocuSigned by:

 428633160CEE4A5...
 Alessandro Gallo

General Manager with power of attorney

22 settembre 2020
 Date: _____

Journal Number: 13348

GPU/PD/PS/ED/DS/Date: 71/201/347/Math-1/Amzad

Legal Entity Number: **1132 Springer-Verlag Italia S.r.l.**

Springer - Journal Owning University

Annex A: Publisher's Code of Conduct for Editors of Academic Journals

The Publisher's Code of Conduct for Editors of academic journals

In this Annex the term "Journal" shall mean the journal for which the Editor is editorially responsible.

COPE

1. The Journal is a member of the [Committee on Publication Ethics](http://publicationethics.org) (COPE). Editor(s) are expected to follow the COPE *Core Practices*.
2. The Publisher has responsibility to ensure that journals published by the Publisher adhere to editorial and publication ethics standards recommended by COPE, and the Publisher will support Editor(s) in their pursuit of adhering to such standards. When dealing with publication and research ethics issues, Editor(s) are expected to follow COPE guidance and flowcharts or any guidance provided by the Publisher. The final course of action should be decided by the Editor(s). In difficult cases, or where there is no existing COPE guidance, the Editor(s) may seek advice from the Publisher, and some cases may need to be resolved in collaboration between Editor(s) and the Publisher. The *Core Practices* and general guidelines and flowcharts are available from the COPE website (<http://publicationethics.org>).
3. Editor(s) are expected to be aware of the editorial policies and information provided for authors by the Journal.
4. If there is more than one Editor(s) for the Journal, it is understood that the responsibility concerning Editorship of the Journal is shared between them.

Peer review

5. Editor(s) are expected to comply with the Journal's peer review policy (e.g. open, single-blind, double-blind).
6. Peer review is an essential component of research publication. It aims to assess the validity of the reported research and suitability for journals' scope and aims. In order to maintain the integrity of the published record Editor(s) are expected to ensure that all manuscripts reporting primary research, or secondary analysis of primary research, accepted for publication in the Journal are peer reviewed by reviewers who are competent in a relevant field and/or have expertise in a relevant methodology, as judged by their publication record. Editor(s) should ensure absence of conflicts of interest (e.g. recent collaboration with authors) for *all* peer reviewers; special attention should be given to peer reviewers suggested by the authors of the manuscript.
7. Editor(s) are expected to obtain a minimum of two peer reviewers for manuscripts reporting primary research or secondary analysis of primary research. It is recognized that in some exceptional circumstances, particularly in niche and emerging fields, it may not be possible to obtain two independent peer reviewers. In such cases, Editor(s) may wish to make a decision to publish based on one peer review report. When making a decision based on one report, Editor(s) are expected to only do so if the peer review report meets the standards set out in section 8 below.
8. Peer review reports should be in English and provide constructive critical evaluations of the authors' work, particularly in relation to the appropriateness of methods used, whether the results are accurate, and whether the conclusions are supported by the results. Editorial decisions should be based on peer reviewer comments that meet these criteria rather than on recommendations made by short, superficial peer reviewer reports which do not provide a rationale for the recommendations.
9. Editor(s) are expected to independently verify the contact details of reviewers suggested by authors or other third parties. Institutional email addresses should be used to invite peer reviewers wherever possible. Each manuscript should be reviewed by at least one reviewer who was not suggested by the author.
10. Manuscripts that do not report primary research or secondary analysis of primary research, such as Editorials, Book Reviews, Commentaries or Opinion articles, may be accepted without two peer review

reports. Such manuscripts should be assessed by the Editor(s) if the topic is in the area of expertise of the Editor(s); if the topic is not in the area of expertise of the Editor(s), such manuscripts should be assessed by at least one independent expert reviewer or Editorial Board Member.

Manuscript handling

11. Editor(s) are expected to provide a professional service to authors. Correspondence should be handled in a timely and professional manner. Arrangements should be in place to ensure editorial staff absences do not result in a reduced service to authors.
12. Editor(s) are expected to make full use of the online submission and peer-review system provided by the Publisher and, where necessary, maintain offline records, in order to preserve a full record of the peer review of each manuscript.

Confidentiality

13. Editor(s) are expected to respect and uphold the confidential status of materials submitted to the Journal and should ensure that material remains confidential while under review.

Libelous and defamatory content

14. Editor(s) are expected to seek advice from the Publisher if they believe a manuscript contains potentially libelous or defamatory content.

Editorial policies and field-specific standards

15. Editor(s) are expected to ensure that manuscripts accepted for publication comply with the Journal's editorial policies and specific research requirements and ethics standards for the relevant field. For example, where manuscripts contain any data from human or animal subjects, or endangered plants, Editor(s) are expected to ensure that the manuscript complies with internationally agreed or comparable national ethics standards for such research. For example, international standards for human research are set out in the World Medical Association's [Declaration of Helsinki](#) and national guidelines which are intended to protect the safety and rights of research participants. Research on endangered animal and plant species should be carried out in compliance with standards set out in the [IUCN Policy Statement on Research Involving Species at Risk of Extinction](#) and the [Convention on International Trade in Endangered Species of Wild Fauna and Flora](#). Further information on these standards and those for animal research is available from the Publisher. In cases of uncertainty, Editor(s) should seek advice from the Publisher.

Conflicts of interest of Editor(s)

16. Editor(s) are expected to inform the Publisher of any interests that may influence, or may be perceived to influence, their decisions as Editor(s) of the Journal. Financial and non-financial interests (including, but not limited to personal relationships, professional interests or personal beliefs) should be disclosed. Please note that the declaration of these interests does not disqualify the Editor(s) from the role as Editor(s) of the Journal.
17. Although Editor(s) may publish in the journal for which they are Editor(s), they are expected to ensure that a (senior) member of the Editorial Board is assigned to assume responsibility for overseeing peer review and making decisions regarding acceptance or rejection of any manuscript submitted and/or co-authored by the Editor(s). We would expect Editors-in-Chief to respect the confidentiality of the peer review and editorial process.
18. Where Editor(s) have a conflict of interest regarding a specific manuscript, a (senior) member of the Editorial Board should be assigned to assume responsibility for overseeing peer review and decision-making on that manuscript.
19. Editor(s) are expected to ensure that Editorial Board members are not involved with the peer review or decision-making process on any manuscript on which they are an author or on any manuscript where they may have a conflict of interest or potential conflict of interest.

20. Editor(s) submitting to the Journal any manuscript on which they are authors are expected to comply with the Journal's editorial policies for authors on disclosures of potential conflicts of interests.

Complaints, appeals and post-publication issues

21. Editor(s) are expected to have a written appeals and complaints procedure for the Journal and should seek advice from the Publisher where one does not exist. The Editor(s) should respond promptly to complaints (from non-anonymous, pseudonymous and anonymous complainers alike) and, in collaboration with the Publisher, where applicable, follow guidance set out in the COPE flow charts on whistleblowers. All actionable complaints should be handled within a timely manner. The Editor(s) should seek advice from the Publisher in difficult situations, particularly where an issue may necessitate the publication of a retraction or expression of concern. Unresolved cases may be referred to COPE for advice.
22. Complaints against Editor(s) will be investigated by the Publisher in the first instance, but may be referred to an independent ombudsman or COPE for advice if appropriate.

Miscellaneous

23. Editor(s) should not act as representatives of the Publisher or make statements to the media, post comments or write editorials claiming to represent the Publisher without the Publisher's prior agreement.



UNIVERSITAT DE BARCELONA

CONTRACTE ADMINISTRATIU DEL SERVEIS D'EDICIÓ, IMPRESSIÓ, DISTRIBUCIÓ I MANTENIMENT DE CONTINGUTS DE LA REVISTA COLLECTANEA MATHEMATICA DE L'INSTITUT DE MATEMÀTIQUES DE LA UNIVERSITAT DE BARCELONA.

EXPEDIENT 2020/45

REUNITS

D'una banda, el Sr. Josep Oriol Escardíbul Ferrà, Gerent de la Universitat de Barcelona, en nom i representació d'aquesta institució, en virtut de la resolució de delegació de competències en matèria contractual de data 7 de juny de 2018, amb domicili a la Gran Via de les Corts Catalanes núm. 585 (Barcelona 08007) i provista de CIF Núm. Q-0818001-J,

D'altra banda, el Sr. Alessandro Gallo i la Sra. Concetta Guarino, en nom i representació de Springer-Verlag Italia S.r.l., i número d'identificació 05117320159 en domicili a Via Decembrio 28, 20137 Milano, Italia.

Ambdues parts és reconeixen mútua i recíprocament la capacitat suficient per a l'atorgament del present document i,

MANIFESTEN

I.- Que en data 22 de maig de 2020, el gerent de la Universitat de Barcelona, va acordar incoar l'expedient administratiu per a la contractació del serveis d'edició, impressió, distribució i manteniment de continguts de la revista *Collectanea Mathematica* de l'Institut de Matemàtiques de la Universitat de Barcelona, expedient 2020/45 aprovant-se l'expedient i el plec de clàusules administratives particulars que regeixen la mateixa en data 27 de maig de 2020.

II.- Que en data 30 de juliol de 2020, el gerent de la Universitat de Barcelona va resoldre adjudicar el contracte a favor de Springer-Verlag Italia S.r.l per considerar la seva oferta avantatjosa als interessos de la Universitat de Barcelona.

III.- Atès que la Universitat és la propietària de la revista professional titulada **COLLECTANEA MATHEMATICA** (en endavant, «la revista»).

IV.- Atès que l'editor és un editor experimentat de revistes professionals.

V.- Atès que la Universitat vol que l'editor exerceixi com a editor de la revista i dugui a terme les activitats relacionades amb la revista, les quals s'estableixen en aquest contracte.

Per això, prenent en consideració els termes i les condicions d'aquest acord de publicació, així com

ADMINISTRATIVE CONTRACT FOR THE SERVICES FOR THE PUBLISHING, PRINTING, DISTRIBUTION AND CONTENT MAINTENANCE OF THE UNIVERSITY OF BARCELONA'S INSTITUTE OF MATHEMATICS' COLLECTANEA MATHEMATICA JOURNAL.

DOSSIER 2020/45

AT A MEETING BETWEEN

On the one hand, Mr Josep Oriol Escardíbul Ferrà, general manager of the University of Barcelona, acting for and on behalf of the said institution (by virtue of a decision dated June 7th, 2018) in matters of procurement, with registered address at Gran Via de les Corts Catalanes núm. 585 (Barcelona 08007), and fiscal identification no. Q-0818001-J

AND

On the other hand, Mr. Alessandro Gallo and Ms. Concetta Guarino, acting for and on behalf of the company Springer-Verlag Italia S.r.l., with the company identification 05117320159, and with registered office at Via Decembrio 28, 20137 Milano, Italy.

The parties mutually and reciprocally acknowledge sufficient legal capacity to authorize this document and

STATE:

I. That on May 22nd, 2020, the General Manager of the University of Barcelona issued an invitation to a tender for services for the publishing, printing, distribution and content maintenance of the University of Barcelona's Institute of Mathematics' *Collectanea Mathematica Journal*, tender dossier 2020/45, and that the tender dossier, as well as the specific administrative clauses governing the supply of the above equipment, were approved on May 27nd, 2020.

II.- That on July 30th, 2020, the General Manager of the University of Barcelona awarded the contract to Springer-Verlag Italia S.r.l., after having determined that its tender best served the interests of the University of Barcelona.

III.- WHEREAS, the University is the owner of a professional journal entitled **COLLECTANEA MATHEMATICA** (hereinafter called "**Journal**").

IV.- WHEREAS, the Publisher is an experienced publisher of professional journals.

V.- WHEREAS, the University desires that the Publisher serve as the publisher of the Journal and undertake related activities with respect to the Journal, each as set forth in this Publishing Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Publishing Agreement, and other good



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altres contraprestacions econòmiques vàlides, la recepció i suficiència de les quals queden aquí reconegudes, i d'acord amb l'establert a l'article 35 i 153 de la Llei 9/2017, de 8 de novembre, de contractes del sector públic, les parts contractants procedeixen a subscriure el present contracte administratiu de subministrament en base a les següents

CLÀUSULES

Primera.- És objecte del present plec la contractació promoguda per l'Institut de Matemàtiques de la Universitat de Barcelona (IMUB) de serveis d'edició, impressió, distribució i manteniment de continguts de la revista internacional *Collectanea Mathematica* (des d'ara CM) de la Universitat de Barcelona; així com, el subministrament de 100 exemplars de la revista en format paper, de manera gratuïta per a cada número publicat a la Universitat de Barcelona.

Aquest objecte compren:

- Disseny de la revista CM en tots els suports, incloent-hi la documentació de cartelleria, la selecció del paper i la determinació de les tirades.
- Còpia i producció de CM, en tots els seus formats.
- Planificació, implementació i gestió de la promoció, màrqueting i publicitat de CM.
- Preus i cobrament de pagament de subscripció a la revista CM.
- Informe anual a la Universitat de Barcelona (UB) amb informació resumida sobre els ingressos de subscripció CM, dades estadístiques i índexs de qualitat.
- Sistema web de maneig dels manuscrits sotmesos a publicació que permeti rastrejar el progrés i l'estat dels manuscrits en fase de revisió i/o edició.
- Publicació al lloc web de l'editor la taula de continguts dels treballs publicats a CM i crear un enllaç al dipòsit on els textos complets estaran a disposició dels subscriptors.
- Revisió entre iguals de tot el material que aparegui a la revista, conforme a les directrius de l'editor sobre els col·laboradors i les seves normes i pràctiques editorials per tal de mantenir una qualitat constantment elevada de totes les contribucions publicades.

Segona.- Aquesta contractació queda sotmesa:

1. Al plec de clàusules administratives que regeixen la present contractació, còpia del qual s'adjunta com annex 1.
2. Al plec de prescripcions tècniques, còpia del qual s'adjunta com annex 2.
3. A la Llei 9/2017, de 8 de novembre, de contractes del sector públic, així com de la normativa que el desplegui.
4. A l'Estatut de la Universitat de Barcelona i a les Bases d'Execució del Pressupost

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the provisions established in articles 35 and 153 of Royal Legislative Decree 9/2017, of 8 November, which approves the revised text of the Public Sector Contract Act (hereafter, LCSP), the contracting parties hereby sign this agreement in accordance with the following

CLAUSES

First. The object of these specifications is the procurement process undertaken by the University of Barcelona's Institute of Mathematics (IMUB) for the services of publishing, printing, distribution and content maintenance of the international journal *Collectanea Mathematica* (hereinafter, "CM") of the University of Barcelona, as well as the provision of 100 copies of every issue of the journal published in paper format to the University of Barcelona, free of charge.

This object encompasses:

- The design of the CM journal in every media, including layout planning, paper selection and print run determination.
- Copying and production of CM in all of its formats.
- Planning, implementing and managing the promotion, marketing and advertising of CM.
- Pricing and collecting subscription payments for CM.
- An annual report issued to the University of Barcelona (UB) containing summarized information about CM subscription revenues, statistical data and quality indices.
- An online system for managing manuscripts submitted for publication that allows tracking the progress and status of manuscripts in the review and/or editing phase.
- Publication of a table of contents of the articles published in CM on the publisher's website and providing a link to the repository where the full texts will be available to subscribers.
- Peer review of all material appearing in the journal, according to the publisher's guidelines on contributors and its editorial standards and practices, to maintain consistently high quality in all published contributions.

Second. This contract is subject to:

1. The list of administrative clauses which governs this procedure, a copy of which is attached as Appendix 1.
2. The list of technical prescriptions, a copy of which is attached as Appendix 2.
3. Law 9/2017, of 8 November, on public contracts, as well as the regulations that implement this law.
4. The Statute of the University of Barcelona and the budget execution regulations of the



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- d'aquesta Universitat.
5. A la normativa general sobre seguretat i higiene en el treball, a la normativa vigent en matèria de propietat intel·lectual i industrial, a la normativa mediambiental, i a les altres disposicions específiques que siguin d'aplicació per raó de l'objecte contractual.
 6. Supletòriament, a les disposicions de la Llei 39/2015, d'1 d'octubre, del procediment administratiu comú de les administracions públiques, i en defecte d'aquestes, les normes de dret privat que puguin ser d'aplicació.

Tercera.- El contractista s'obliga a executar el servei per la quantitat de 44.200,00€, dels quals 42.500,00€ corresponen a la base imposable i 1.700,00€ al 4% de l'IVA.

L'execució del contracte s'ha calculat a partir d'un import anual de 8.500,00€, de la subvenció anual a CM de la Universitat de Barcelona.

La quantitat anual esmentada es pagarà en tres (3) quotes al rebre la factura després de la publicació de cada número.

A canvi, l'editor subministra gratuïtament 150 exemplars de cada número, inclosos el maneig i l'enviament. Si la Universitat està interessada a comprar més de 150 exemplars, l'editor oferirà còpies addicionals a un preu especial amb descompte.

El preu del contracte es determina en base a preus unitaris, d'acord amb preus unitaris oferts per l'editor en els termes indicats al present plec i al plec de prescripcions tècniques que regeix la licitació.

El preu unitari màxim que el contractista ha ofert és el següent:

- Subscripcions institucionals: 290,00€.
- Subscripcions individuals: 72,37€ amb un increment no superior al IPC els propers anys.

D'altra banda, l'editorial pagarà a la UB una reialesa anual del 12% dels ingressos nets de CM per a cada any natural. A l'efecte del contracte, es tindran en compte els ingressos realitzats per les vendes de subscripcions impreses i/o en línia, tant de les subscripcions institucionals com de les subscripcions individuals.

També s'imputaran els ingressos que l'editorial obtingui del programa *Open Access*. Es a dir, de l'accés lliure, immediat i sense restriccions de material digital acadèmic procedent de la publicació de la revista científica especialitzada amb avaluació per experts.

La comptabilitat es farà anualment el 15 d'abril de l'any natural precedent i els pagaments a la UB es remetran al maig en euros. La comptabilitat inclourà suficients detalls dels ingressos realitzats de cada categoria de

University of Barcelona.

5. All general regulations governing occupational health and safety, environmental impact and industrial and intellectual property, and any other specific provisions applicable in the context of the contract.
6. Additionally, to the provisions of Spanish Law 39/2015, of October, 1st, governing the common administrative procedure of the public administrations, and, in the absence of the above, applicable regulations in private law.

Third. The contractor undertakes to perform the service for the amount of €44,200.00, of which €42,500.00 correspond to the taxable base and €1,700.00 to VAT at 4%.

The base tender budget has been calculated based on an annual amount of €8,500, which is the UB's annual funding for CM.

The aforesaid annual sum will be paid in three (3) installments upon receipt of the invoice after publication of each issue.

In return, the Publisher supplies 150 copies free of charge of each issue, including handling and shipping. If the University is interested in buying more than 150 copies, the Publisher will offer additional copies at a special discounted rate.

The price of the contract is determined based on unit prices, in accordance with the unit prices offered by the Publisher in the terms stated in this document and the technical specifications that govern the tender.

The maximum unit price that the contractor has offered is as follows:

- Institutional Subscriptions: €290,00.
- Individual Subscriptions: €72,37 with an increase not exceeding the CPI in subsequent years.

In addition, the publisher will pay the UB an annual royalty of 12% of CM's net revenue for each calendar year. This contract encompasses revenue from sales of printed and/or online subscriptions, including both institutional and individual subscriptions.

Any revenue that the publisher obtains from the open access programme will also be imputed. Open access refers to the free, immediate and unrestricted access to digital academic material from the publication of the specialized scientific journal with expert review.

The accounts will be prepared annually on 15 April for the preceding calendar year and payments to the UB will be remitted in euros in the month of May. The accounts will include sufficient details on the revenue



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font per donar suport al càlcul de pagaments realitzat per l'editorial a la UB.

Els ingressos previstos són:

- Vendes CM;
- Subscripcions estàndars de CM;
- Altres ingressos relacionats amb 'Open Access'.

Quarta.- El contracte serà per 5 anys a partir de l'1 de gener de 2021.

Cinquena.- Es publicarà un volum per any que constarà de tres exemplars que es lliuraran al gener, abril i setembre de cada any. La Universitat de Barcelona serà responsable de lliurar a l'editorial els manuscrits revisats i acceptats pel comitè de direcció de CM d'acord amb el calendari de publicacions que determini el departament de producció de l'editorial. Tots els materials seran lliurats a l'editorial electrònicament a través del sistema web dissenyat i/o proporcionat per l'editorial

Sisena.- Publicació

L'editor ha de publicar i distribuir la revista a partir del volum 72, número 1, d'1 de gener de 2021, de conformitat amb les seves pràctiques i els seus procediments estàndards, i tal com s'estableix en aquest acord de publicació, considerant que l'editor pretén publicar la revista amb el segell Springer.

Setena.- Títol i designació de la revista

Mentre aquest acord de publicació sigui vigent, la revista s'ha de designar com a publicació oficial de la Universitat, tal com s'estableix a continuació:

- Cada número de l'edició impresa de la revista ha d'incloure una declaració ben visible, tant a les pàgines preliminars com a la coberta, conforme és «una revista oficial de la Universitat». Cada número de qualsevol edició electrònica ha d'incloure la mateixa declaració, situada en un lloc ben visible.
- L'editor ha de reconèixer adequadament que la revista és una publicació oficial de la Universitat en els principals materials promocionals de la revista.

Subscripcions

Setena.- Subscripcions institucionals.

S'entenen per *subscripcions institucionals* totes aquelles subscripcions venudes per tot el món a agents acadèmics, mèdics, corporatius i biblioteques institucionals, així com a altres subscriptors d'arreu del món. Les subscripcions institucionals inclouen tots els números periòdics de la revista i qualsevol suplement. L'editor és el responsable d'establir la quota anual de la subscripció institucional. L'editor recomana i la Universitat accepta que la quota per als cinc anys següents (2021-2026) sigui de 290,00€.

generated by each source category to substantiate the calculation of payments made by the publisher to the UB.

The expected sources of revenue are:

- CM sales;
- Standard CM subscriptions;
- Other open access related revenues.

Fourth. The contract will be valid for five years starting on 1 January 2021

Fifth. One volume will be published annually, consisting of three issues to be published in January, April and September of each year. The University of Barcelona will be responsible for submitting to the publisher the manuscripts reviewed and accepted by the CM board of directors in accordance with the publication schedule established by the publisher's production department. All materials will be delivered to the publisher electronically by means of an online system designed and/or provided by the publisher.

Sixth. Publication

The Publisher will publish and distribute the Journal commencing with Volume 72, Issue 1, January 1, 2021 in accordance with its standard practices and procedures, and as set forth in this Publishing Agreement, whereas the Publisher intends to publish the Journal under the imprint Springer.

Seventh. Title and Designation of the Journal

During the term of this Publishing Agreement, the Journal shall be designated as the official publication of the University, as follows:

- Each issue of the print edition of the Journal shall contain a prominent statement in the front matter and on the cover that the Journal is "An Official Journal of the University." Each issue of any electronic edition shall contain the same statement, prominently placed.
- The Publisher will appropriately acknowledge that the Journal is the official publication of the University in major Journal promotional materials.

Subscriptions

Seventh. Institutional Subscriptions

"Institutional Subscriptions" shall mean subscriptions sold throughout the world to academic, medical, corporate, and other institutional libraries and other subscribers throughout the world. Institutional Subscriptions to the Journal shall include all regular issues of the Journal and any supplements. The Publisher shall be responsible for setting the annual Institutional Subscription rate. The Publisher recommends and the University agrees that the rate for the next five years (2021-2026) shall be €290,00.



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Vuitena.- Subscripcions individuals.

S'entenen per *subscripcions individuals* totes aquelles subscripcions venudes per tot el món a persones individuals que no siguin membres de la Universitat. Les subscripcions individuals inclouen tots els números periòdics de la revista i qualsevol suplement. L'editor és el responsable d'establir la quota anual de la subscripció individual. L'editor recomana i la Universitat accepta que la quota anual inicial sigui de **72,37€**.

Novè.- Subscripcions de membres de la Universitat.

a) S'entenen per *subscripcions de membres de la Universitat* totes aquelles subscripcions venudes a la Universitat, enviades en bloc per l'editor, únicament perquè es distribueixin entre membres de la Universitat a un preu establert i cobrat per la Universitat als seus membres, de conformitat amb els termes d'aquest acord de publicació. L'editor ha de facilitar, almenys, una subscripció de membres de la Universitat per cada membre actiu de la Universitat. Com a part del preu de compra, l'editor també ha de proporcionar a la Universitat accés gratuït a l'edició electrònica de la revista mitjançant el portal d'informació en línia actualment conegut com SpringerLink (o qualsevol altre format o sistema electrònic que designi l'editor, segons correspongui) per cada membre actiu de la Universitat. Les subscripcions de membres de la Universitat inclouen tots els números periòdics de la revista i qualsevol suplement.

b) La Universitat accepta que l'editor (o les empreses associades de l'editor) pugui facilitar a cada membre de la Universitat serveis de correu electrònic, incloses, sense caràcter exhaustiu, alertes per correu electrònic en relació amb els números següents de la revista (les anomenades *alertes TOC*), llevat que el membre rebutgi obtenir aquest servei o vulgui que el servei de correu electrònic es limiti al lliurament d>alertes TOC. Si el membre de la Universitat no vol o ja no desitja rebre el servei de correu electrònic o si vol que el servei es limiti al lliurament d>alertes TOC, la Universitat o el membre corresponent ho han de notificar immediatament a l'editor (o a les empreses associades de l'editor implicades en la prestació d'aquest servei de correu electrònic), per escrit, de conformitat amb la secció 31 d'aquest acord de publicació o mitjançant l'enllaç de cancel·lació de la subscripció que s'inclou en cada missatge de correu electrònic corresponent a una alerta TOC. La Universitat ha de facilitar a l'editor l'adreça electrònica i altres dades personals necessàries de cada membre de la Universitat. La Universitat accepta que el tractament d'aquestes dades i la prestació dels serveis de correu electrònic els pot executar una empresa que no formi part del grup de l'editor o empreses associades, com per exemple Acxiom Corporation i les seves empreses associades, que prestaran els serveis de correu electrònic en nom de l'editor o les empreses associades de l'editor. La transferència, l'emmagatzematge i l'ús de les dades personals estan subjectes a les normatives nacionals i internacionals en matèria de protecció de dades.

Eighth. Individual Subscriptions

"Individual Subscriptions" shall mean subscriptions sold throughout the world to individual persons who are not members of the University. Individual Subscriptions to the Journal shall include all regular issues of the Journal and any supplements. The Publisher shall be responsible for setting the annual Individual Subscription rate. The Publisher recommends and the University agrees that the initial annual rate shall be **€72,37**.

Ninth. University Member Subscriptions

a. "University Member Subscriptions" shall mean subscriptions sold to the University, and shipped to the University by the Publisher in bulk, solely for distribution to members of the University at a price determined and charged to their members by the University and as otherwise consistent with the terms of this Publishing Agreement. At least one University Member Subscription will be provided by the Publisher to each active member of the University. As part of the purchase price, the Publisher shall also provide to the University free access to the electronic edition of the Journal through the Publisher's online information portal currently known as SpringerLink (or such other electronic format or system designated by the Publisher from time to time) for each active University member. University Member Subscriptions to the Journal shall include all regular issues of the Journal and any supplements.

b. The University agrees that the Publisher, or affiliated companies of the Publisher, may provide each member of the University with email services, including but not limited to email alerts regarding upcoming issues of the Journal (so-called TOC alerts), unless the member refuses to obtain such services or wishes the email services to be limited to delivery of TOC alerts. Should the University's member(s) not or no longer wish to receive the email services or should the University's member(s) wish the services to be limited to the delivery of only TOC alerts, the University or respective member will promptly notify the Publisher, or affiliated companies of the Publisher that are involved in rendering these email services, hereof in writing in accordance with section 31 of this Publishing Agreement or through the unsubscribe link provided in every TOC alert email message. The University shall deliver to the Publisher the email address and other personal data needed of each member of the University. The University agrees that the processing of the data itself and rendering of the email services can be performed by a company not part of Publisher's group or affiliated companies like e.g. Acxiom Corporation and its affiliated companies, who will render the email services in the name of the Publisher or affiliated companies of the Publisher. The transfer, storage and use of personal data are subject to national and international data protection statutes.



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c) La Universitat garanteix que, durant la vigència d'aquest acord de publicació, té subscrits acords amb els seus membres que permeten executar els serveis de correu electrònic a l'editor, les empreses associades de l'editor o els subcontractistes de l'editor; en especial, que la Universitat ha obtingut el consentiment de cada membre per rebre comunicacions per correu electrònic tal com estableix la legislació, i que obliga els destinataris a complir la legislació aplicable en matèria de protecció de dades. La Universitat ha d'indemnitzar, per compte propi, l'editor, les empreses associades de l'editor i/o els subcontractistes de l'editor en cas de qualsevol reclamació, incloses, sense caràcter exhaustiu, les reclamacions per danys i perjudicis i/o les despeses plantejades contra l'editor o qualsevol altra part indemnitzada per un tercer, inclosos els membres de la Universitat, com a conseqüència de l'execució dels serveis de correu electrònic.

d) La Universitat accepta subvencionar la revista amb una suma anual global de **8.500,00 € (+4 % d'IVA)** durant un període de cinc (5) anys naturals amb data d'inici l'1 de gener de 2021. A canvi, l'editor subministra **150** còpies gratuïtes de cada número, incloent-hi la manipulació i l'enviament. Si la Universitat està interessada a comprar més de 150 còpies, Springer li oferirà còpies addicionals amb una tarifa reduïda especial. La suma anual abans esmentada s'ha d'abonar en tres (3) terminis en rebre la factura corresponent després de la publicació de cada número.

Decima.- Titularitat dels drets de propietat intel·lectual

a) La Universitat és la propietària de la revista i de totes les marques comercials, així com d'altres drets de propietat sobre la revista i de tots els altres noms o símbols facilitats per la Universitat per tal d'identificar la revista, excepte en els casos indicats a la subsecció 10c.

b) Amb respecte a les parts, la Universitat és la propietària dels drets d'autoria de tots els articles i dels comentaris aportats per la Universitat inclosos a la revista. Les parts acceptem que, durant la vigència d'aquest acord, pot esdevenir necessari esmenar el règim mitjançant el qual els autors assignen drets d'autoria a la Universitat a favor d'una llicència per publicar. Conseqüentment, l'editor es reserva el dret de modificar l'adquisició de continguts d'una assignació de drets d'autoria a una llicència per publicar. En el supòsit que el règim d'adquisició de continguts canviï a una llicència, se sol·licitarà als autors que acceptin l'acord estàndard de llicència d'autor de l'editor (LTP) a través dels fluxos de treball i sistemes de l'editor. Si un autor rebutja aquest LTP o hi mostra el seu desacord d'una altra manera i/o es nega a treballar amb els fluxos de treball i sistemes de l'editor, l'editor podrà esmerçar esforços raonables per convèncer l'autor que els utilitzi. Sense limitació dels seus drets de conformitat amb aquest acord de publicació, l'editor (d'acord amb la Universitat) pot refusar de publicar l'article en absència d'un LTP o la cooperació de

c. The University guarantees that it maintains arrangements with its members during the term of this Publishing Agreement that allow the performance of the email services by the Publisher, affiliated companies of the Publisher or the Publisher's sub-contractors, in particular, that the University has obtained the consent of each member to receive email communications as required by law and that it obliges the recipients to abide by applicable data protection laws. The University shall at its sole expense indemnify the Publisher, any affiliated companies of the Publisher and/or the Publisher's sub-contractor 3 from any claim, including, but not limited to, claims for damages and/or costs, raised against the Publisher or any other indemnified party by any third-party, including the University's members, as a result of the performance of the email services.

d. The University agrees to subsidize the Journal by an annual lump sum of **€8.500, 00 (+VAT 4%)** for a 5 calendar year period starting on 01/01/2021. In return, the Publisher supplies **150** copies free of charge of each issue, including handling and shipping. If the University is interested in buying more than 150 copies, Springer will offer additional copies at a special discounted rate. The aforesaid annual sum will be paid in three (3) installments upon receipt of the invoice after publication of each issue.

Tenth. Ownership of Intellectual Property

a. The University shall own the Journal and all trademarks, and other proprietary rights in the Journal and all other names or symbols supplied by the University to identify the Journal, except as provided in subsection 10(c).

b. As between the parties, the University shall own the copyright in all articles and University -provided commentary contained in the Journal. The Parties acknowledge that during the term of this agreement it may become necessary to amend the regime whereby authors assign copyright to the University in favor of a license to publish. The Publisher therefore reserves the right to change content acquisition from an assignment of copyright to a license to publish. In the event that the content acquisition regime changes to a license, the authors will be required to agree to the Publisher's standard author license agreement (the "LTP") via the Publisher's workflows and systems. If an author refuses or otherwise fails to agree to such LTP and/or to work with the Publisher's workflows and systems the Publisher shall use reasonable endeavors to convince the author to use these. Without limitation of its rights under this Publishing Agreement, the Publisher, in consultation with the University, may refuse to publish such an article in the absence of such LTP or author co-operation. It is also agreed that, occasionally, a different licensing and copyright approach may be required for



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l'autor. També s'acorda que, ocasionalment, pot ser necessari un enfocament diferent pel que fa a la llicència i drets d'autoria per a articles individuals, per exemple si així ho estipulen els organismes de finançament.

c) No es pot interpretar cap disposició d'aquest acord de publicació en el sentit que s'atorgui a la Universitat una reivindicació de titularitat d'alguna propietat intel·lectual que sigui propietat o proporcionada per l'editor o tercers i que s'empli a la revista o en relació amb la revista.

d) L'editor assigna identificadors digitals d'objectes (DOI, per l'anglès *digital object identifiers*) als articles de la revista i els registra.

e) La Universitat és propietària de les llistes de subscripció de la revista (col·lectivament, «la llista de subscripció»). Això no obstant, durant la vigència d'aquest acord de publicació i durant un període posterior raonable, l'editor pot enviar avisos i informació en relació amb publicacions i altres productes i serveis d'interès professional potencial als destinataris d'aquesta llista. La Universitat ha d'obtenir el consentiment de les persones de la llista de subscripció abans de compartir-la amb l'editor, i ha d'obligar aquestes persones a complir la legislació aplicable en matèria de protecció de dades.

Undècima.- Drets atorgats

a) La Universitat atorga a l'editor el dret i la llicència exclusius per produir, publicar, distribuir, arxivar, traduir i vendre la revista en tots els idiomes, tots els formats i tots els mitjans actualment coneguts o ideats o perfeccionats més endavant, a tot el món, durant la vigència d'aquest acord de publicació.

b) D'acord amb els termes i les condicions d'aquest acord de publicació, per mitjà d'aquest document, la Universitat atorga a l'editor, durant la vigència de l'acord de publicació, la llicència no exclusiva per emprar el nom de la Universitat, el títol de la revista, així com qualsevol marca comercial, nom comercial o logotip associats en relació amb l'exercici dels drets atorgats a l'editor en aquest acord de publicació i exercits de forma raonable en la defensa dels seus drets com a editor de la revista.

c) La Universitat es reserva un dret no exclusiu per reproduir segons correspongui, en format imprès i electrònic, notícies de la Universitat, comentaris i altres materials, però no articles amb avaluació d'experts que prèviament s'hagin pogut publicar a la revista. La Universitat no pot emprar aquest material de forma que pugui desviar els ingressos de la revista o afectar d'una altra manera la capacitat de l'editor de comercialitzar la revista com a part del seu programa editorial mundial. La Universitat tampoc no pot cercar finançament de tercers ni la participació de tercers en la distribució d'aquest material sense l'aprovació de l'editor, la qual no s'ha de denegar injustificadament.

individual articles, for instance if mandated by funding agencies.

c. Nothing in this Publishing Agreement shall be construed to give the University a claim to ownership of any intellectual property owned or provided by the Publisher or third parties and used in, or in connection with, the Journal.

d. The Publisher will assign digital object identifiers (DOI) to the articles of the Journal and register them.

e. The University shall own the subscription lists for the Journal (collectively, the "Subscription List"). However, during the term of this Publishing Agreement and for a reasonable period thereafter, the Publisher may send notices and information regarding publications and other products and services of potential professional interest to the addressees on that list. The University shall obtain consents from the individuals concerned on the Subscription List prior to sharing the Subscription List with the Publisher and shall oblige the individuals to abide by applicable data protection laws.

Eleventh. Rights Granted

a. The University grants to the Publisher the exclusive right and license to produce, publish, distribute, archive, translate and sell the Journal in all languages, all forms and all media now known or later devised or perfected, throughout the world, for the term of this Publishing Agreement.

b. Subject to the terms and conditions of this Publishing Agreement, the University hereby grants to the Publisher, for the term of this Publishing Agreement, the non-exclusive license to use the name of the University, the title of the Journal, and any trademarks, trade names or logotypes associated with them in connection with the exercise of any rights granted to the Publisher in this Publishing Agreement and reasonably exercised in the pursuit of its rights as the publisher of the Journal.

c. The University reserves a non-exclusive right to reproduce from time to time, in print and electronic form, University news, commentary and other material, but not peer-reviewed articles, that previously may have been published in the Journal. The University will not use that material in a manner that might divert revenue from the Journal or otherwise impair the Publisher's ability to market the Journal as a part of its worldwide publishing program, nor will the University seek third-party funding for, or any third-party participation in, the distribution of that material without the Publisher's approval, which shall not to be unreasonably withheld.



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d) La Universitat atorga a l'editor el dret d'imprimir números individuals de material dels quals l'editor no tingui estoc, per tal de donar resposta a les reclamacions de subscriptors vàlids, complir amb les comandes pendents de volums històrics, etc. Els ingressos generats amb aquestes vendes s'han d'incloure als ingressos nets, tal com s'estableix a la secció 22.

e) Entitats de preservació digital: les parts acordem que l'editor està autoritzat a encarregar a entitats de preservació digital, com ara Portico (www.portico.org) —o qualsevol altre repositori d'una naturalesa similar o mitjançant la cooperació amb altres empreses que desenvolupin noves formes d'arxiu ideades o perfeccionades més endavant—, l'arxiu del contingut de la revista publicada durant la vigència de l'acord de publicació.

Duodècima.- Drets subsidiaris

L'editor té el dret exclusiu de donar llicència, a qualsevol tercer, per exercir, en totes les formes i tots els formats actualment coneguts o ideats o perfeccionats més endavant, qualsevol dret subsidiari associat amb la revista, inclòs, entre d'altres, el dret a traduir a qualsevol idioma, autoritzar, fer extractes i adaptar la revista totalment o parcial. L'editor ha de fer un esforç comercial raonable per seleccionar, com a sublicenciataris que exerceix els drets abans esmentats, entitats que mantinguin un estàndard de qualitat elevat. L'editor ha d'informar la Universitat, si així ho sol·licita, sobre l'exercici de qualsevol dels drets abans esmentats.

Tretzena. Obres en competència

a) Durant la vigència d'aquest acord de publicació, la Universitat no pot iniciar noves associacions amb altres revistes professionals o publicacions comercials, ni participar oficialment d'una altra manera en la publicació d'alguna revista o publicació professional amb avaluació d'experts, que, segons el parer de l'editor, pugui entrar en conflicte directament o competir amb la publicació reeixida de la revista.

b) En la mesura en què estigui permès legalment, durant la vigència d'aquest acord de publicació la Universitat no pot permetre que el cap de redacció de la revista ocupi un càrrec similar en una revista de contingut o caràcter similar publicada per qualsevol altra part que no sigui l'editor. No obstant això, l'editor accepta que el cap de redacció de la revista pugui formar part dels consells editorials d'altres revistes.

c) La Universitat atorga a l'editor una primera opció, associada a un interès, per obtenir el dret exclusiu de publicar qualsevol revista nova (en qualsevol forma o format) que tingui per objectiu desenvolupar durant la vigència d'aquest acord de publicació, de conformitat amb els termes i les condicions d'aquest acord de publicació. La Universitat n'ha d'informar l'editor per escrit, tan bon punt hagi pres la decisió de desenvolupar o iniciar la publicació d'una revista nova d'aquestes característiques. L'editor tindrà vint-i-un

d. The University grants to the Publisher the right to print single issues of material for which the Publisher does not have stock, in order to fulfil claims of valid subscribers, to fulfil back orders for historical volumes, etc. Revenues generated from these sales will be included in Net Revenues as defined in section 22.

e. Digital Preservation Entities: Parties agree that the Publisher is entitled to entrust digital preservation entities such as Portico (www.portico.org) – or any other repository of similar nature or co-operating with other companies developing new forms of archiving later devised or perfected – to archive the content of the Journal published during the term of the Publishing Agreement.

Eleventh. Subsidiary Rights

The Publisher shall have the exclusive right to license, to any third party, the right to exercise, in all forms and formats now known or later devised or perfected, any subsidiary rights associated with the Journal, including, without limitation, the right to translate into any language, authorize, excerpt, and adapt the Journal in whole or in part. The Publisher shall take reasonable commercial efforts to select, as sub-licensees exercising any of the foregoing rights, entities that will maintain a high quality standard. The Publisher will advise the University, upon request, of the exercise of any of the foregoing rights.

Thirteenth. Competing Works

a. The University will not, during the term of this Publishing Agreement, enter into new affiliations with other professional journals or trade magazines, or otherwise engage officially in the publication of any peer-reviewed, professional journal or magazine, that, in the Publisher's judgment, might directly conflict with or compete with the successful publication of the Journal.

b. To the extent it is legally able to do so, during the term of this Publishing Agreement, the University shall not permit the Editor-in-Chief of the Journal to serve in a similar capacity for a journal of similar content or character published by any party other than the Publisher. The Publisher acknowledges, however, that the Editor-in-Chief of the Journal may serve on the Editorial Boards of other journals.

c. The University grants to the Publisher a first option, coupled with an interest, to obtain the exclusive right to publish any new journal (in any form or format) it shall seek to have developed during the term of this Publishing Agreement, subject to the terms and conditions of this Publishing Agreement. The University shall inform the Publisher by written notice as soon as the University shall make the decision to develop or begin publishing any such new journal. The Publisher shall have twenty-one (21) days in which to accept or



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(21) dies per acceptar o rebutjar l'opció de publicar. Si l'editor accepta, la Universitat atorga a l'editor el dret exclusiu de publicar aquesta revista o aquest producte electrònic amb uns termes i unes condicions similars en essència a les incloses en aquest acord de publicació (supeditat a altres drets de tercers inclosos a possibles acords de llicència de tercers). En el supòsit que l'editor rebutgi l'opció o que la Universitat i l'editor no es posin d'acord sobre els termes i les condicions en un termini de seixanta (60) dies a partir de l'acceptació per part de l'editor del dret de publicar la revista o el producte electrònic, després de dur a terme negociacions de bona fe, la Universitat és lliure d'ofertir el dret de publicar la revista o el producte electrònic a un tercer editor. No obstant això, si aquest tercer obtingués termes i condicions més favorables que les ofertes per la Universitat a l'editor en virtut d'aquesta subsecció 13c, la Universitat primer hauria de tornar a oferir la oportunitat a l'editor durant un període addicional de trenta (30) dies, durant el qual l'editor tindria el dret exclusiu d'acceptar o rebutjar l'oportunitat, en essència, de conformitat amb aquells termes i condicions. Un cop l'editor hagi acceptat qualsevol opció o oferta en virtut d'aquesta subsecció 13c, les parts hem de negociar de bona fe, ja sigui una esmena d'aquest acord de publicació o un acord separat.

Catorzena. Responsabilitats de la Universitat

a) La Universitat exerceix el control exclusiu sobre el desenvolupament editorial i el contingut editorial de la revista, d'acord amb les directrius aleshores vigents de l'editor per a col·laboradors i els seus estàndards i pràctiques editorials, i és la responsable de mantenir una qualitat elevada constant pel que fa a totes les contribucions publicades.

b) La Universitat ha de nomenar un cap de redacció, que és el responsable de tots els aspectes diaris del desenvolupament editorial i que ha de controlar els materials que es publiquen a la revista. El cap de redacció és el responsable de l'avaluació d'experts de tots els articles enviats; l'avaluació d'experts s'ha de dur a terme de conformitat amb les directrius de l'editor per a col·laboradors i els seus estàndards i pràctiques editorials, segons estiguin en vigor en cada cas durant la vigència d'aquest acord de publicació, com ara, sense caràcter exhaustiu, el Codi de conducta adjunt per a caps de redacció, tal com s'especifica a l'**annex A**.

c) L'oficina editorial de la Universitat és la responsable de proporcionar a l'editor manuscrits amb avaluació d'experts i acceptats, incloent-hi, sense caràcter exhaustiu, totes les il·lustracions, gràfics, taules, diagrames i llegendes, tot plegat de conformitat amb el calendari de publicació estipulat pel departament de producció de l'editor i enviat anualment a l'oficina editorial. Tots els materials s'han d'enviar electrònicament a l'editor, en els formats especificats de manera raonable per l'editor.

reject the option to publish. If the Publisher shall accept, the University hereby grants to the Publisher the exclusive right to publish that journal or electronic product on terms and conditions substantially similar to those contained in this Publishing Agreement (subject to any third-party rights contained in any third-party license agreement). In the event that the Publisher shall reject the option, or the University and the Publisher cannot agree on the terms and conditions within sixty (60) days following the Publisher's acceptance of the right to publish the journal or electronic product, after good-faith negotiations, the University shall be free to offer the right to publish the journal or electronic product to a third-party publisher. However, should any such third party obtain terms and conditions more favorable to it than last offered by the University to the Publisher under this subsection 13(c), the University shall first re-offer the opportunity to the Publisher for an additional thirty (30) day period during which the Publisher shall have the exclusive right to accept or reject that opportunity, substantially in accordance with those terms and conditions. Upon acceptance by the Publisher of any option or offer under this subsection 13(c), the parties shall negotiate in good faith either an amendment to this Publishing Agreement or a separate agreement.

Fourteenth. Responsibilities of the University

a. The University shall exercise sole control over the editorial development and editorial content of the Journal, subject to the Publisher's then-current guidelines to contributors and its editorial standards and practices, and shall be responsible for maintaining a consistently high quality for all published contributions.

b. The University shall appoint an Editor-in-Chief who shall be responsible for all day-to-day aspects of editorial development and shall exercise control over the material to appear in the Journal. The Editor-in-Chief shall be responsible for peer review of all submitted articles; peer review shall be performed in accordance with the Publisher's guidelines to contributors and its editorial standards and practices, each as shall be in effect from time to time during the term of this Publishing Agreement, such as but not limited to the attached Code of Conduct for Editors-in-Chief as specified in **Annex A**.

c. The University's editorial office shall be responsible for supplying the Publisher with peer-reviewed and accepted manuscripts, including but not limited to, all illustrations, graphs, tables, charts and captions, all according to the publication schedule as determined by the production department of the Publisher and submitted to the editorial office on an annual basis. All materials shall be delivered to the Publisher electronically in formats reasonably specified by the Publisher.



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d) Mitjançant la seva oficina editorial o altra, la Universitat ha de facilitar a l'editor tots els permisos necessaris, acords d'obres fetes per encàrrec, acords de transferència de drets d'autor, així com qualsevol altra documentació que l'editor consideri necessària per a la publicació de la revista, i també ha de cooperar de forma raonable amb l'editor per tal de protegir aquesta documentació.

e) La Universitat ha d'escollir un consell editorial que compleixi els criteris de representació internacional i diversitat de coneixements. Els consells editorials han de reflectir la diversitat de les comunitats de recerca que representen. El consell editorial ha d'ajudar el cap de redacció segons es requereixi de manera raonable per tal de mantenir el calendari de publicació de la revista, maximitzar-ne la qualitat i millorar-ne tant el prestigi com les vendes.

Quinzena. Responsabilitats de l'editor

a) L'editor és el responsable de publicar la revista, inclòs el cost íntegre de producció, distribució, manteniment d'inventari, fixació de preus, promoció, publicitat i cobrament dels pagaments de les subscripcions.

b) L'editor és el responsable del disseny i l'estructura de la revista a tots els mitjans, inclosos el disseny de la portada i el tipus de paper («disseny de la revista»), la selecció del paper i la determinació de les tirades d'impressió. La Universitat té dret a aprovar el disseny inicial de la revista. Tanmateix, si la Universitat sol·licita que el disseny inicial de la revista inclogui elements que no són raonables o habituals, incloent-hi, sense caràcter exhaustiu, un tipus de paper o color especial, l'editor es reserva el dret de facturar a la Universitat les despeses addicionals associades al compliment de la sol·licitud. Un cop el disseny inicial de la revista s'hagi donat per finalitzat, si la Universitat hi sol·licita modificacions ha d'assumir-ne el cost. En el supòsit de despeses potencials que hagi d'assumir la Universitat com a conseqüència de sol·licituds d'acord amb les dues frases anteriors, la Universitat té dret a rebre (prèvia sol·licitud per escrit) una estimació no vinculant per escrit d'aquestes despeses. En el supòsit que l'editor vulgui fer qualsevol modificació material posterior en el disseny de la revista que no s'hagi iniciat mitjançant una sol·licitud de la Universitat, l'editor ha d'obtenir l'aprovació per escrit de la Universitat abans d'implementar la modificació.

c) L'editor és el responsable de la correcció i producció de la revista en tots els formats. La correcció tècnica ha de ser d'una qualitat elevada constant i conforme al programa de publicació de la revista de l'editor. El full d'estil de correcció de l'editor s'ha de correspondre amb els estàndards generalment acceptats per a publicacions professionals del món científic i, si la Universitat ho sol·licita, s'ha de desenvolupar d'acord amb l'oficina editorial de la Universitat.

d) L'editor és l'únic responsable de la planificació, implementació i gestió de la promoció, el màrqueting i

d. The University, via its editorial office or otherwise shall provide the Publisher with all necessary permissions, work-made-for-hire agreements, copyright transfer agreements, and any other documentation reasonably deemed by the Publisher to be necessary for publication of the Journal, and shall reasonably cooperate with Publisher in securing that documentation.

e. The University shall select an Editorial Board that shall provide both international representation and diverse expertise. Editorial Boards should reflect the diversity of the research communities they represent. The Editorial Board shall assist the Editor-in-Chief as reasonably required to keep publication of the Journal on schedule, to maximize quality and to enhance the reputation and sales of the Journal.

Fifteen. Responsibilities of the Publisher

a. The Publisher shall be responsible for publishing the Journal, including the entire cost of manufacturing, distribution, maintaining inventory, pricing, promotion, advertising and collection of subscription payments.

b. The Publisher shall be responsible for the design and layout for the Journal in all media, including cover design and paper stock (the "Journal Design"), the selection of paper and for determining the print runs. The University shall have the right to approve the initial Journal Design. However, if the University requests that the initial Journal Design contain elements that are not reasonable or customary, including, but not limited to, special paper stock or color, the Publisher reserves the right to charge the University for the extra costs associated with fulfilling the request. Once the initial Journal Design shall have been finalized, if the University shall request changes to the Journal Design, the University shall bear the costs of those changes. In the event of potential costs to the University as a result of University requests under the previous two sentences, the University shall have the right to receive, on written request, a written, non-binding estimate of those costs. In the event that the Publisher shall desire to make any subsequent, material change to the Journal Design that shall not have been initiated by request of the University, the Publisher shall obtain the University's written approval before implementing the change.

c. The Publisher shall be responsible for copyediting and production of the Journal, in all formats. Technical copyediting shall be of a consistently high quality and in keeping with the Publisher's journal publishing program. The Publisher's copyediting style sheet shall conform to generally accepted standards for professional publications in the sciences and, if the University shall so request, shall be developed in consultation with the University's editorial office.

d. The Publisher shall be solely responsible for planning, implementing and managing the promotion,



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la publicitat de la revista als mercats internacionals pertinents, sotmès a deliberacions amb la Universitat segons correspongui.

e) L'editor ha de proporcionar un informe anual a la Universitat i, si se li requereix, al cap de redacció i al consell editorial de la revista. L'informe ha d'incloure un resum informatiu en relació amb els ingressos per subscripcions de la revista, les pàgines de publicitat i els ingressos, els pressuposts i l'ús de les pàgines editorials, així com la utilitat dels resums i la indexació.

f) Per compte propi, l'editor ha de proporcionar a la Universitat un sistema web d'enviament i gestió de manuscrits, per tal de fer un seguiment del progrés i l'estat dels manuscrits al llarg del procés d'enviament i revisió.

Setzena. Freqüència, número d'article i format

a) Les parts acordem que la revista s'ha de publicar amb la freqüència següent: un (1) volum l'any, el qual constarà de tres (3) números periòdics. Les parts acordem emprar tots els esforços raonables per tal de garantir que la revista no publiqui menys de vint-i-cinc (25) articles l'any, sempre que es salvaguardin els estàndards editorials de la revista. Els canvis en la freqüència de publicació han de ser acordats prèviament per escrit entre la Universitat i l'editor abans de l'1 de juny de l'any de subscripció anterior al d'entrada en vigor dels canvis.

b) L'edició impresa de la revista ha de tenir una mida final de 15,5x23,5cm, pot tenir una coberta en quatre colors i ha de tenir una enquadernació perfecta en la mesura en què el nombre de pàgines de cada número ha de complir les especificacions de la impremta per a una enquadernació perfecta. L'editor ha de facilitar a la Universitat fins a quatre (4) pàgines gratuïtes al llarg de cada any de subscripció per a finalitats raonables de la Universitat. Si el cap de redacció de la Universitat ho sol·licita, totes les il·lustracions en color lliurades mitjançant un format electrònic adequat es poden publicar en color a l'edició electrònica.

c) L'edició electrònica de la revista es pot publicar a través de SpringerLink o qualsevol altre format electrònic o mitjà de distribució electrònica proporcionat per l'editor o mitjançant l'editor segons correspongui. Actualment, els fitxers electrònics es mostren a SpringerLink tant en format PDF com HTML.

d) L'editor també facilita dues (2) pàgines gratuïtes per número a la Universitat per a anuncis i altres informacions de la Universitat.

Dissetena. Col·laboradors i programa Open Choice de l'editor

a) No es cobra cap taxa per pàgina als col·laboradors, excepte en els casos indicats en aquesta secció 22.

b) Els col·laboradors poden decidir pagar una quota addicional per oferir accés gratuït a la versió en línia dels seus articles al públic general a través del

marketing and advertising of the Journal to appropriate worldwide markets, subject to discussions from time to time with the University.

e. The Publisher shall provide an annual report to the University and if so requested to the Journal's Editor-in-Chief and Editorial Board. The report will include summary information regarding Journal subscription revenue, advertising pages and revenue, editorial-page budgets and usage, and abstract and indexing performance.

f. At its own expense, the Publisher shall provide the University with a Web-based manuscript submission and handling system for tracking the progress and status of manuscripts through the submission and review process.

Sixteenth. Frequency, Article Number and Format

a. The parties agree that the Journal shall be published with the following frequency: one [1] volume per year, consisting of three [3] regular issues. The parties agree to use all reasonable efforts to ensure that the Journal publishes not fewer than twenty-five [25] articles a year, subject always to the Journal's editorial standards being safeguarded. Changes in the frequency of publication must be agreed upon in writing by the University and the Publisher by June 1 of the Subscription Year prior to which the changes are to take effect.

b. The print edition of the Journal shall have a trim size of 15.5x23.5 cm, may have a four-color cover, and shall be perfect bound as long as the number of pages in each issue shall meet the specifications of the printer for perfect binding. The Publisher shall provide the University with up to four [4] free pages during each Subscription Year for reasonable University purposes. Should the University or Editor-in-Chief so request, all color illustrations provided in an appropriate electronic format will be published in color in the electronic edition.

c. The electronic edition of the Journal may be published via SpringerLink or any other electronic format or means of electronic distribution provided by or through the Publisher from time to time. Electronic files currently appear on SpringerLink in both PDF and HTML formats.

d. The Publisher will also provide two (2) free pages per issue to the University for announcements and other University information.

Seventeen. Contributors and the Publisher's Open Choice

a. No page charges shall be levied on contributors, except as provided in this section 22.

b. Contributors may elect to pay an additional fee to provide free access to the online version of their articles to the general public through the Publisher's "Open



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programa Open Choice de l'editor, d'acord amb les directrius del programa vigents segons correspongui. La Universitat accepta que es pugui cobrar una quota addicional als col·laboradors que decideixin participar en el programa Open Choice o qualsevol programa que el succeeixi. Les quotes addicionals que es cobrin als col·laboradors s'han d'incloure com a ingressos nets de la revista.

c) En relació amb cada article publicat amb Open Access com a resultat del programa Open Choice de l'editor, s'acorda:

- Que l'autor conservi els drets d'autor de l'article.
- Que sigui aplicable la llicència Creative Commons Attribution.

d) L'editor es reserva el dret de cobrar taxes per pàgina als col·laboradors, les contribucions dels quals continguin imatges en color, pàgines desplegable o similars, així com material excepcional que incrementi les despeses de producció de l'editor en una quantitat superior a l'import *de minimis*. Les taxes que es cobrin als col·laboradors no s'han d'incloure com a ingressos nets de la revista.

Divuitena. Suplements

a) Segons correspongui, la Universitat o l'editor poden patrocinar o acordar el patrocini de suplements de la revista. El patrocinador paga a l'editor totes les despeses, inclòs, entre d'altres, el cost de producció i distribució dels suplements.

b) Pel que fa a altres suplements patrocinats per la Universitat («suplements patrocinats per la Universitat»), l'editor únicament factura a la Universitat els costos directes preaprovat per a la producció del suplement patrocinat per la Universitat. Els costos per a còpies addicionals s'han de pressupostar abans de la data d'impressió del suplement patrocinat per la Universitat i es basen en l'excés de costos de fabricació del número, el volum del número i la quantitat que se'n vol comprar. Els pagaments corresponents a suplements patrocinats per la Universitat no s'inclouen com a ingressos nets de la revista. La Universitat abona cada suplement patrocinat per ella en un termini de trenta (30) dies després de rebre la factura de l'editor.

c) Pel que fa a suplements patrocinats per fonts d'origen corporatiu o comercials, l'editor ha de determinar-ne els preus cas per cas. Els pagaments efectuats a l'editor en relació amb qualsevol suplement d'aquestes característiques es consideren ingressos nets de la revista.

Dinovenena. Digitalització de volums anteriors

L'editor accepta continuar allotjant els números anteriors de la revista de la Universitat («fitxers històrics») des del volum [2008] fins al [2010], i donar-hi accés electrònic a través de l'editor. Durant la vigència d'aquest acord de publicació, el dret de l'editor per crear i difondre fitxers històrics és exclusiu.

a) L'editor ha de pagar totes les despeses de

Choice" program, under the guidelines of that program, as they shall exist from time to time. The University acknowledges that an additional fee may be charged to contributors for opting into the Open Choice program or any successor to it. Any such additional fees collected from contributors shall be included as Journal Net Revenue.

c. For every article published with Open Access as a result of the Publisher's Open Choice program it is agreed that: - the copyright of the article is retained by the author, and - the Creative Commons Attribution license is applicable.

d. The Publisher reserves the right to levy page charges on contributors whose contributions contain color pictures, foldouts or similar, exceptional material that would increase the Publisher's costs of production by more than a *de minimis* amount. No charges collected from contributors shall be included as Journal Net Revenue.

Eighteenth. Suplements

a. From time to time, the University or the Publisher may sponsor or arrange sponsorship for supplements to the Journal. The sponsor will pay the Publisher for all costs, including, without limitation, the cost of production and distribution of supplements.

b. For other supplements sponsored by the University (the "University -Sponsored Supplements"), the Publisher shall invoice the University only for pre-approved direct costs to produce the University -Sponsored Supplement. Costs for additional copies will be quoted prior to the press date of the University -Sponsored Supplement and will be based on manufacturing overrun costs of the issue, the size of the issue and the quantity to be purchased. Payments for University -Sponsored Supplements will not be included as Journal Net Revenue. The University shall pay for each University-Sponsored Supplement within thirty (30) days following receipt of the Publisher's invoice.

c. For supplements sponsored by corporate or other commercial sources, the Publisher shall determine pricing on a case-by-case basis. Payments made to the Publisher in connection with any such supplements shall be considered Journal Net Revenue.

Nineteenth. Digitization of Back Volumes

The Publisher agrees to continue to host the University's back issues of the Journal (the "Backfiles") from volume [2008] up to [2010] and to make them available electronically by or through the Publisher. During the term of this Publishing Agreement, the Publisher's right to create and to disseminate Backfiles shall be exclusive.

a. The Publisher shall pay all costs of digitization of the



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digitalització dels fitxers històrics. L'editor és el propietari dels fitxers digitals i, per tant, no està obligat a transferir-los a la Universitat, llevat que s'acordi el contrari per escrit. La Universitat no pot fer ús, desfer-se, permetre l'accés, fer còpies o difondre els fitxers digitals, llevat que estigui permès en endavant.

b) L'editor té el dret exclusiu de codificar electrònicament i de vendre o facilitar accés d'una altra manera als fitxers històrics complets de la revista.

c) Els guanys de l'editor provinents de totes les vendes dels fitxers històrics s'han d'incloure als ingressos nets de la revista.

d) Un cop venci o acabi aquest acord de publicació, i sense cap altra compensació per a la Universitat, l'editor té el dret no exclusiu de mantenir un arxíu digital perpetu dels fitxers històrics per tal de proporcionar un accés en línia continuat als subscriptors que s'hagin subscrit per accedir a la revista com a part de SpringerLink o qualsevol altra base de dades i que hagin rebut accés a les revistes a través d'aquesta base de dades en algun moment abans del venciment o terminació. Alternativament, l'editor pot proporcionar el contingut aplicable als subscriptors a través d'algun mitjà d'emmagatzematge fix, moment en el qual s'hauria de posar fi a l'accés en línia per a aquests subscriptors.

e) En cas de terminació o no renovació d'aquest acord de publicació (per motius diferents a la terminació per part de l'editor segons la subsecció 23b, la Universitat i l'editor han de negociar de bona fe qualsevol sol·licitud de la Universitat per comprar els fitxers històrics. No obstant això, res del que s'indica en aquesta subsecció 19f es pot interpretar per modificar els drets de l'editor segons la subsecció 19e, i les parts acceptem explícitament el dret perpetu de l'editor i la llicència no exclusiva respecte dels fitxers històrics per a les finalitats limitades de la subsecció 19e.

Vintena. Còpies gratuïtes

a) L'editor ha de proporcionar accés en línia al cap de redacció i a l'oficina principal de la Universitat per visualitzar l'edició electrònica de la revista al portal a internet de l'editor, actualment conegut com a SpringerLink. Així mateix, el cap de redacció té dret a descarregar i difondre per al seu ús privat articles individuals de la revista i a compartir-los amb companys/es de recerca per al seu propi ús professional no comercial, sempre que els autors d'aquests articles hi estiguin d'acord. L'accés i la descàrrega a què es fa referència en aquesta secció són únicament per a ús individual i personal. Els articles descarregats no es poden compartir amb biblioteques ni altres institucions que se subscriuïen (o potencialment es puguin subscriure) a la revista amb la quota publicada íntegra.

b) Addicionalment, la Universitat rep cent cinquanta (150) còpies de cada número imprès de la revista per a ús intern i per a finalitats promocionals, però no per a

Backfiles. The Publisher shall own the digital files and thus not be obliged to transfer them to the University unless otherwise agreed in writing. The University shall not use, dispose of, permit, make copies or disseminate the digital files itself unless otherwise permitted hereunder.

b. The Publisher shall have the exclusive right to encode electronically and to sell or otherwise provide access to the complete Backfiles for the Journal.

Publisher's proceeds from all Backfile sales shall be included in Journal Net Revenue.

d. On expiration or termination of this Publishing Agreement, and without further compensation to the University, the Publisher shall have the non-exclusive right to maintain a perpetual digital archive of the Backfiles in order to provide continued online access to subscribers that shall have subscribed for access to the Journal as part of SpringerLink or any other database and that shall have received access to Journals via any such database at any time prior to that expiration or termination. In the alternative, the Publisher may deliver the applicable content to subscribers by any fixed storage medium, at which point online access for those subscribers shall be terminated.

e. On termination or non-renewal of this Publishing Agreement (other than due to termination by the Publisher under subsection 23(b), the University and the Publisher shall discuss in good faith any request by the University to purchase the Backfiles. However, nothing in this subsection 19(f) shall be construed to alter the Publisher's rights under subsection 19(e), and the parties expressly acknowledge the Publisher's perpetual right and non-exclusive license to the Backfiles for the limited purposes of subsection 19(e).

Twenty. Complimentary Copies

a. Publisher shall provide online access to the Editor-in-Chief and to the University's main office to view the electronic edition of the Journal on Publisher's Internet portal, currently known as SpringerLink. Furthermore, Editor-in-Chief has the right to download and disseminate for his/her private use single articles of the Journal and to share them with research colleagues for their own professional, non-commercial use, provided the author(s) of these articles agree. The access and download referred to in this section are for individual and personal use only. Downloaded articles may not be shared with libraries or with other institutions that subscribe (or potentially could subscribe) to Journal at the full published rate.

b. Additionally the University shall receive one hundred and fifty [150] copies of each print issue of the Journal for the University's internal use and for promotional purposes but not for resale.



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revenda.

c) El cap de redacció rep una (1) còpia de cada número imprès per a l'ús en la petició de manuscrits. En el supòsit que el cap de redacció o qualsevol membre del consell editorial no rebin l'edició impresa de la revista per la seva condició de membres de la Universitat, l'editor els ha de facilitar una (1) còpia de cada número de l'edició impresa per al seu ús personal.

Vint-i-unena. Publicitat

a) L'editor i els seus representants als mitjans (incloses les agències externes) conserven el dret exclusiu de sol·licitar publicitat, establir tarifes i facturar els anuncis que apareixen a la revista. A petició de la Universitat, l'editor ha de consultar amb la Universitat l'ús i la designació d'agències externes. Els anuncis s'han d'ajustar a la missió professional i educativa, així com al prestigi de la Universitat.

b) En el supòsit que un anunciant potencial es dirigeixi al cap de redacció, a un membre del consell editorial o a la Universitat, la Universitat accepta fer tot el possible per trametre l'anunciant potencial a l'editor.

c) El cap de redacció ha d'aprovar tota la publicitat el primer cop (és a dir, l'aparició inicial d'un anunci que aparegui en diversos números de la revista), sempre que aquesta aprovació no es denegui injustificadament i no comporti un retard en la publicació.

d) L'editor es reserva el dret de fer publicitat dels seus propis productes en pàgines completes romanents que es puguin produir com a conseqüència del disseny o la composició de la revista.

Vint-i-dosena. Pagaments a la Universitat

a) L'editor ha de pagar a la Universitat un cànon anual del **12 %** dels ingressos nets de la revista per a cada any natural. A efectes d'aquest acord de publicació, s'entenen per «ingressos nets de la revista» tots aquells ingressos provinents de:

b) Vendes de subscripcions impreses i impreses + en línia, incloses les subscripcions institucionals i individuals, i excloent-ne les subscripcions de membres de la Universitat, menys qualsevol descompte habitual a agents de subscripció.

c) Vendes en línia, incloses vendes al consorci i subscripcions individuals només electròniques, menys qualsevol descompte habitual a agents de subscripció. Vendes de reimpressions, vendes de llicències, com ara vendes de traduccions i ingressos de l'exercici de drets subsidiaris. Vendes de publicitat, sense incloure les comissions pagades als representants als mitjans de l'editor. Ingressos pel programa Open Choice.

d) L'editor ha de pagar un cànon anual a la Universitat sobre totes les vendes electròniques dels fitxers històrics del **12 %** dels ingressos nets dels fitxers històrics per cada any de subscripció. S'entén per

c. The Editor-in-Chief shall receive one [1] copies of each print issue for use in the solicitation of manuscripts. In the event that the Editor-in-Chief or any member of the Editorial Board shall not receive the print edition of the Journal by virtue of membership in the University, the Publisher shall provide him with one (1) copy of each issue of that print edition, for personal use.

Twenty-one. Advertising

a. The Publisher and its media representatives (including external agencies) shall retain the sole right to solicit advertising, establish rates, and invoice for advertisements to appear in Journal. At the request of the University, the Publisher shall consult with the University about the use and appointment of external agencies. Advertisements will be consistent with the University's professional and educational mission and reputation.

b. In the event a prospective advertiser approaches the Editor-in-Chief, a member of the Editorial Board or the University, the University agrees to use its reasonable best efforts to refer that prospective advertiser to the Publisher.

c. The Editor-in-Chief shall have approval over all first-run advertising (i.e., the initial appearance of an advertisement that is to appear in multiple issues of the Journal), provided that approval is not unreasonably withheld and does not result in delay in publication.

d. The Publisher reserves the right to run advertising for its own products on remnant full pages that may occur due to the lay-out and make-up of the Journal.

Twenty-two. Payments to the University

a. The Publisher shall pay to the University an annual royalty of **12%** of the Net Revenue from the Journal for each calendar year. For the purpose of this Publishing Agreement, "Journal Net Revenue" shall mean realized revenue from:

b. Print and print + online subscriptions sales, including Institutional and Individual Subscriptions and excluding University Member Subscriptions, less any customary discounts to subscriptions agents,

c. Online sales, including consortia sales and single e-only subscriptions, less any customary discounts to subscriptions agents, Reprint sales, License sales, such as sales from translations and income from the exercise of subsidiary rights, Advertising sales, not including any commissions paid to the Publisher's media representatives, Open Choice program revenues.

d. The Publisher shall pay an annual royalty to the University on all electronic Backfile sales of **12%** of the "Net Backfile Receipts" for each Subscription Year. "Net Backfile Receipts" shall mean the amount actually received by the Publisher directly from Backfile sales,



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ingressos nets dels fitxers històrics la quantitat realment rebuda per l'editor directament per les vendes dels fitxers històrics, menys les despeses de digitalització i distribució, incloent-hi, entre d'altres, quotes per línia, càrrecs de tercers proveïdors, impostos i taxes.

e) Com a excepció expressa a les disposicions sobre els cànons d'aquest acord de publicació, no s'han de pagar cànons en relació amb les còpies impreses o electròniques de la revista proporcionades per a finalitats promocionals o de màrqueting segons s'estipula en aquest acord de publicació, o proporcionades com a cortesia a la Universitat, al cap de redacció o al consell editorial.

f) Anualment, al maig s'ha d'emetre un extracte del compte corresponent a l'any natural anterior, i els pagaments deguts a la Universitat s'han d'enviar en euros, en un termini de quatre setmanes. L'extracte del compte ha d'incloure resums escrits de l'any natural anterior que aportin informació comptable detallada suficient sobre els ingressos obtinguts per cada categoria d'origen, per tal de servir de suport al càlcul dels pagaments a la Universitat que fa l'editor.

g) L'editor té el dret (en tot moment durant la vigència d'aquest acord de publicació i amb posterioritat) de compensar els imports facturats i no pagats que la Universitat li deu amb les quantitats que l'editor deu a la Universitat en virtut d'aquest acord de publicació.

h) L'editor ha de fer tots els pagaments sense cap deducció de retencions o altres impostos («impostos»), llevat que la llei exigeixi una deducció impositiva. La responsabilitat impositiva, si existeix, l'assumeix la Universitat. L'editor s'encarrega de trametre puntualment els impostos segons la quantitat mínima exigida per llei i, si així ho demana la Universitat, n'aporta proves. En cas que es pugui demanar una reducció/exempció d'impostos (per exemple, d'acord amb un conveni tributari), la Universitat ha de proporcionar a l'editor proves suficients, per tal que pugui tenir en compte la reducció o exempció. Sempre que calgui, l'editor ha de cooperar amb la Universitat per tal de tramitar aquesta reducció/exempció.

Els pagaments deguts a la Universitat s'abonen únicament al compte bancari següent:

Número de compte: 2013 050012 0202637727
Swift: CESCESBBXXX
IBAN: E\$81
Nom del banc: Caixa d'Estalvis de Catalunya
País del banc: Espanya

j) La Universitat accepta subvencionar la revista amb una suma anual global de **8.500,00 € (+4 % d'IVA)** durant un període de cinc (5) anys naturals amb data d'inici l'1 de gener de 2021. A canvi, l'editor subministra **150** còpies gratuïtes de cada número, incloent-hi la manipulació i l'enviament. Si la Universitat està interessada a comprar més de 150 còpies,

less all costs of digitization and distribution, including, without limitation, line charges, third-party vendor charges, taxes and fees.

e. As an express exception to the royalty provisions of this Publishing Agreement, no royalties shall be paid with respect to print or electronic copies of the Journal provided for promotional or marketing purposes as provided under this Publishing Agreement, or as provided as a courtesy to the University, the Editor-in-Chief or the Editorial Board.

f. A statement of account shall be issued annually by May for the preceding calendar year, and payments due to the University will be remitted within four weeks in Euros. The statement of account shall include written statements for the previous calendar year providing sufficient detailed accounts of realized revenue from each source category to support the Publisher's calculation of payments made to the University.

g. The Publisher shall have the right, at all times during the term of this Publishing Agreement and thereafter, to set off any invoiced and unpaid amounts owed by the University to the Publisher against any sums owed by the Publisher to the University under this Publishing Agreement.

h. The Publisher shall make all payments to be made by it without any deduction of withholding or other taxes ("Taxes"), unless a tax deduction is required by law. The tax liability, if any, will be borne by the University. The Publisher will arrange for timely remittance of the Taxes in the minimum amount required by law and –upon request by the University - provide for proof hereof. In case a reduction/exemption of Taxes can be claimed (e.g. on the basis of a tax treaty), the University will provide the Publisher with sufficient proof hereof that enables the Publisher to take into consideration the reduction or exemption. Where necessary, the Publisher will co-operate with the University to arrange for such a reduction/exemption.

Payments due to the University will be made only into the following bank account:

Account Number: 2013 050012 0202637727
Swift: CESCESBBXXX
IBAN: E\$81 Bank Name: Caixa d'Estalvis de Catalunya
Bank Country: Spain

i. The University agrees to subsidize the Journal by an annual lump sum of **€8.500,00 (+VAT 4%)** for a 5 calendar year period starting on 01/01/2021. In return, the Publisher supplies **150** copies free of charge of each issue, including handling and shipping. If the University is interested in buying more than 150 copies, Springer will offer additional copies at a special discounted rate. The aforesaid annual sum will be paid



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Springer li ofereix còpies addicionals amb una tarifa reduïda especial. La suma anual abans esmentada s'abona mitjançant tres (3) terminis en rebre la factura corresponent després de la publicació de cada número.

Vint-i-tresena. Durada i terminació

a) L'acord de publicació entra en vigor després de la firma final de les parts i continua vigent fins a la conclusió de l'any de subscripció 2026 («durada»). Perquè no hi hagi cap dubte, els anys de subscripció s'entén que acaben (i) el 31 de desembre de l'any de subscripció en qüestió i (ii) la data en què s'hagi publicat el darrer número del volum d'aquell any, allò que es produeixi més tard.

b) Qualsevol de les parts pot posar fi immediatament a aquest acord de publicació, si:

- (i) es nomena un administrador per a l'altra part o la seva propietat;
- (ii) l'altra part esdevé insolvent o incapaç de pagar els seus deutes en vèncer, o fa una cessió en benefici dels seus creditors;
- (iii) l'altra part cerca empara o si s'inicien procediments contra l'altra part o en nom seu com a conseqüència de fallida, insolvència o la llei d'ajuda al deutor, i aquests procediments no s'han anul·lat o desestimat en un termini de seixanta (60) dies des de la seva data d'inici; o
- (iv) l'altra part es liquida o dissol, o és incapaç de complir plenament amb les disposicions d'aquest acord de publicació.

c) En el supòsit que una de les parts incompleixi qualsevol de les obligacions materials segons aquest acord de publicació, l'altra part estarà facultada a emetre una notificació per escrit sobre l'incompliment. Si la part infractora no corregeix l'incompliment notificat en tots els aspectes materials en un període de noranta (90) dies després de la recepció de la notificació, la part que ha emès la notificació d'incompliment estarà facultada a posar fi a aquest acord de publicació mitjançant una altra notificació per escrit.

d) En un termini de seixanta (60) dies després del venciment o la terminació prèvia d'aquest acord de publicació per motius diferents a la terminació per part de l'editor segons la subsecció 23b, l'editor ha de facilitar la llista de subscripció a la Universitat.

e) Després del venciment o la terminació d'aquest acord:

L'editor té el dret irrevocable, perpetu, exempt de cànon i no exclusiu per distribuir els números de la revista publicats durant la vigència i els fitxers històrics segons la secció 19 a través de qualsevol mitjà electrònic actualment conegut o ideat o perfeccionat més endavant.

L'editor té el dret irrevocable, perpetu, exempt de cànon i no exclusiu de llicenciar, a qualsevol tercer, el dret d'exercir, en totes les formes i tots els formats

in three (3) installments upon receipt of the invoice after publication of each issue.

Twenty-third. Term and Termination

a. This Publishing Agreement shall become effective upon final signature by the parties and remain in force through the conclusion of the 2026 Subscription Year (the "Term"). For the avoidance of doubt, Subscription Years shall be deemed to end on the later of (i) December 31 of that Subscription Year and (ii) the date on which the last issue of that year's volume shall have been published.

b. Either party may immediately terminate this Publishing Agreement if

- (i) a receiver is appointed for the other party or its property;
- (ii) the other party becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors;
- (iii) the other party seeks relief or if proceedings are commenced against the other party or on its behalf under any bankruptcy, insolvency or debtor's relief law, and those proceedings have not been vacated or set aside within sixty (60) days from the date of their commencement; or
- (iv) if the other party is liquidated or dissolved, or is unable to perform fully under this Publishing Agreement.

c. In the event that either party shall default in the performance of any material obligation under this Publishing Agreement, the other party shall have the right to issue written notice of the default. Upon failure of the defaulting party to cure the noticed default in all material respects within ninety (90) days following receipt of that notice, the party issuing that default notice shall have the right to terminate this Publishing Agreement by further written notice.

d. Within sixty (60) days following expiration or prior termination of this Publishing Agreement other than due to termination by the Publisher pursuant to subsection 23(b), the Publisher shall provide the Subscription List to the University.

e. Upon expiration or termination of this Agreement:

Publisher shall have the irrevocable, perpetual, royalty-free, non-exclusive right to distribute the issues of the Journal published during the Term and the Backfiles according to section 19 by any electronic means now known or later devised or perfected.

Publisher shall have the irrevocable, perpetual, royalty-free, non-exclusive right to license, to any third party, the right to exercise, in all forms and formats now known or later devised or perfected, any subsidiary



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actualment coneguts o ideats o perfeccionats més endavant, qualsevol dret subsidiari associat amb els números de la revista publicats durant la vigència i els fitxers històrics segons la secció 19, inclòs, entre d'altres, el dret a traduir a qualsevol idioma, autoritzar, fer extractes i adaptar els números de la revista publicats durant la vigència totalment o parcial, de conformitat amb la secció 11 d'aquest acord.

Vint-i-quatrena. Confidencialitat

a) En relació amb qualsevol de les parts, s'entén per *informació confidencial* la informació secreta i de propietat que la part conserva com a confidencial. Les formes tangibles d'informació confidencial s'han de marcar clarament com a «confidencial» o «de propietat» en el moment de la divulgació. Per tal que sigui informació confidencial, qualsevol informació que es divulgui oralment o visualment s'ha d'identificar com a «confidencial» o «de propietat» en el moment de la divulgació o mitjançant confirmació escrita en un termini de trenta (30) dies després de la divulgació. La informació següent i tots els documents corresponents en què estigui inclosa tindran consideració d'informació confidencial, independentment del requisit de marcar-los com a «confidencial» o «de propietat» en el moment de la divulgació: llista de subscripció, articles no publicats, polítiques de fixació de preus de l'editor i altres afers financers i comercials relacionats amb la revista i/o que l'afectin, inclosos els suplementos no publicats.

b) Cap de les parts no ha de divulgar ni utilitzar per a unes finalitats diferents de les que s'estableixen aquí cap peça d'informació confidencial de l'altra part obtinguda durant la vigència d'aquest acord de publicació, llevat que:

- (i) el destinatari hagi rebut la peça d'informació confidencial de fonts que tenen permès legalment divulgar-la, exemptes de restriccions de confidencialitat;
- (ii) la peça d'informació confidencial es trobi a disposició del públic a través d'una persona o entitat no subjecta a restriccions de confidencialitat i diferent al destinatari;
- (iii) el destinatari ja tingués coneixement de la peça d'informació confidencial abans de la divulgació que n'hagi fet l'altra part d'aquest acord de publicació, els seus representants o agents;
- (iv) la peça d'informació confidencial hagi estat desenvolupada de forma independent pel destinatari sense referència o dependència de la divulgació que n'hagi fet l'altra part d'aquest acord de publicació, els seus representants o agents de la informació confidencial; i
- (v) el destinatari hagi de fer aquesta divulgació forçat per la llei aplicable o per instrucció d'un tribunal o ens governamental, però només després de la part que divulga hagi tingut una oportunitat raonable d'obtenir una mesura cautelar o una empara similar.

Vint-i-cinquena. Declaracions, garanties i indemnitzacions

rights associated with the issues of the Journal published during the Term and the Backfiles according to section 19, including, without limitation, the right to translate, into any language, authorize, excerpt, and adapt the issues of the Journal published during the Term in whole or in part according to section 11 of this Agreement.

Twenty-fourth. Confidentiality

a. For either party, its "Confidential Information" shall mean its secret or proprietary information maintained by that party as confidential. Tangible forms of Confidential Information must be clearly marked as "confidential" or "proprietary" at the time of disclosure. To be Confidential Information, any information that is disclosed orally or visually must be designated as "confidential" or "proprietary" at the time of disclosure or with written confirmation within thirty (30) days following disclosure. Following information and all respective documents containing them shall be regarded as Confidential Information irrespective of the requirement to mark them as "confidential" or "proprietary" at the time of disclosure: Subscription List, unpublished articles, the pricing policies of the Publisher and other financial and business matters relating to and/or affecting the Journal, including unpublished Supplements.

b. Neither party shall disclose or use other than for the purposes hereof any item of Confidential Information of the other gathered during the term of this Publishing Agreement unless:

- (i) the recipient shall have received the item of Confidential Information from sources lawfully permitted to disclose it, free from any confidentiality restrictions;
- (ii) the item of Confidential Information shall be available to the public by a person or entity not bound by any confidentiality restrictions and other than through the recipient;
- (iii) the item of Confidential Information shall have been known to the recipient prior to disclosure by the other party to this Publishing Agreement, its representatives or agents;
- (iv) the item of Confidential Information shall have been independently developed by the recipient without reference to, or reliance on, disclosure by the other party to this Publishing Agreement, its representatives or agents of the Confidential Information; or
- (v) the recipient shall be required to make such a disclosure by applicable law or at the direction of a court or governmental agency, but only after the discloser shall have had a reasonable opportunity to obtain a protective order, or similar relief.

Twenty-fifth. Representations, Warranties and Indemnification

a. The University represents and warrants that:



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a) La Universitat declara i garanteix que:

- (i) té el dret i l'autoritat per concloure aquest acord de publicació;
- (ii) la persona que executa aquest acord de publicació en nom seu té el dret i l'autoritat per fer-ho;
- (iii) cap material de la revista (a part de l'estipulat per l'editor) infringeix drets d'autor ni patents ni obligacions de confidencialitat ni viola drets de propietat o altres drets de persones ni conté qüestions que puguin ser difamatòries o punibles d'altra forma, incloent-hi, sense caràcter exhaustiu, accions relacionades amb perjudicis resultants de l'ús de pràctiques o fórmules divulgades a la revista, i
- (iv) la Universitat té els drets necessaris per tal d'atorgar a l'editor el dret de digitalitzar els fitxers històrics de conformitat amb la secció 19 d'aquest acord de publicació.

b) La Universitat ha d'indemnitzar i eximir l'editor de tota responsabilitat per pèrdues, danys, despeses (inclosos els honoraris raonables, reals i documentats dels advocats), compensació o judici derivat d'incompliments o presumptes incompliments de qualsevol de les declaracions, garanties o clàusules de la Universitat, en especial, en relació amb la digitalització dels fitxers històrics, subjecte a les limitacions especificades a continuació.

c) L'editor declara i garanteix que:

- (i) té el dret i l'autoritat per concloure aquest acord de publicació;
- (ii) les persones que executen aquest acord de publicació en nom seu tenen el dret i l'autoritat per fer-ho; i
- (iii) cap anunci que proporcioni per a la publicació a la revista incomplirà drets d'autoria ni marques comercials ni violarà drets de propietat o altres drets de persones ni contindrà qüestions que puguin ser difamatòries.

d) L'editor ha d'indemnitzar i eximir la Universitat de tota responsabilitat per pèrdues, danys, despeses (inclosos els honoraris raonables, reals i documentats dels advocats), compensació o judici derivat d'incompliments o presumptes incompliments de qualsevol de les declaracions, garanties o clàusules de l'editor que s'estipulen a la subsecció 25c, subjecte a les limitacions especificades a continuació.

e) Cadascuna de les parts ha d'informar immediatament l'altra part de qualsevol reclamació feta contra qualsevol de les dues, la qual, en cas de continuar, constituïria l'incompliment de garanties fetes per l'editor o la Universitat en aquest acord de publicació. La Universitat ha de defensar-se d'aquestes reclamacions fetes contra la Universitat amb l'advocat escollit per la Universitat. L'editor ha de cooperar raonablement amb la Universitat en aquesta defensa i pot unir-se a la defensa amb l'advocat escollit per l'editor a càrrec de l'editor. Després de consultar-ho

(i) it has the right and authority to enter into this Publishing Agreement;

(ii) the person executing this Publishing Agreement on its behalf has the right and authority to do so; and

(iii) no material in the Journal (other than as provided by the Publisher) shall infringe any copyright, or patent or obligation of confidentiality or violate any property right or other right of any person or contain any matter that may be libelous or otherwise actionable, including, but not limited to, any action related to any injury resulting from the use of any practice or formula disclosed in the Journal and

(iv) the University shall have the necessary rights to grant Publisher the right to digitize the Backfiles according to section 19 of this Publishing Agreement.

b. The University shall indemnify and hold the Publisher harmless from any loss, damage, expense (including reasonable, actual and documented attorneys' fees), recovery or judgment arising from any breach or alleged breach of any of the University's representations, warranties or covenants, in particular with regard to digitizing the Backfiles, subject to the limitations stated below.

c. The Publisher represents and warrants that:

(i) it has the right and authority to enter into this Publishing Agreement;

(ii) that the persons executing this Publishing Agreement on its behalf have the right and authority to do so; and

(iii) no advertisement provided by it for publication in the Journal will infringe any copyright or trademark or violate any property right or other right of any person or contain any matter that may be libelous.

d. The Publisher shall indemnify and hold the University harmless from any loss, damage, expense (including reasonable, actual and documented attorneys' fees), recovery or judgment arising from any breach or alleged breach of any of the Publisher's representations, warranties or covenants set forth in subsection 25(c), subject to the limitations stated below.

e. Each party shall promptly inform the other of any claim made against either which, if sustained, would constitute a breach of any warranty made by the Publisher or the University in this Publishing Agreement. The University shall defend any such claim made against the University with counsel of the University's selection. The Publisher shall reasonably cooperate with the University in such defense and may join in such defense with counsel of the Publisher's selection at the Publisher's expense. After consultation with the Publisher and due consideration of any objections the Publisher may have, the University may settle any such



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amb l'editor i d'examinar degudament les objeccions que pugui tenir l'editor, la Universitat pot resoldre la reclamació feta contra la Universitat.

Vint-i-sisena. Dret aplicable i jurisdicció

Aquest acord de publicació es regeix i s'interpreta d'acord amb les lleis d'Itàlia. Els tribunals de Milà (Itàlia) tenen jurisdicció exclusiva.

Vint-i-setena. Dipòsit garantia definitiva.

Per garantir el compliment de les obligacions que es derivin del present contracte, s'ha constituït una garantia definitiva mitjançant transferència bancària per import de 2.125,00€, que serà retornada al finalitzat el termini del contracte, de conformitat amb l'establert en el PCAP.

Vint-i-vuitena. Força major

Cap de les parts és responsable del seu retard o incapacitat si els ocasionen circumstàncies que s'escapen del seu control raonable, incloent-hi, entre d'altres, incendis, inundacions, vagues, terrorisme, autoritat civil, governamental o militar, o fets impredecibles. Tanmateix, si el retard o l'incompliment d'una part continua durant un període de, com a mínim, seixanta (60) dies, l'altra part pot emetre una notificació de terminació de conformitat amb la subsecció 23.

Vint i-novena. Relació de les parts

Res del que s'inclou en aquest acord de publicació no pot ser considerat o interpretat per les parts o per una tercera persona com a base d'una relació diferent a la de proveïdor independent entre l'editor i la Universitat. Cap de les parts té el dret ni l'autoritat (o ha de sostenir que té el dret o l'autoritat) per vincular l'altra part, ni cap de les parts és responsable dels actes o omissions de l'altra part.

Trentena. Impost sobre el valor afegit

Tots els imports esmentats en aquest acord de publicació no inclouen IVA ni impostos similars. Si s'ha d'imputar/carregar IVA o impostos similars, l'editor i la Universitat han de pagar a la Universitat i a l'editor, respectivament (addicionalment i al mateix temps que paguen la contraprestació), un import equivalent a l'import de l'IVA o els impostos similars.

Trenta-i-unena. Notificacions i adreces

Totes les notificacions per escrit segons aquest acord de publicació s'han de lliurar mitjançant lliurament personal, correu registrat o certificat; facsímil (confirmat mitjançant qualsevol dels mètodes anteriors); o servei nocturn de missatgeria que faci un seguiment dels seus paquets, al contacte i a l'adreça especificats més avall. Les notificacions es consideren efectives en rebre-les, sempre que el remitent tingui la confirmació de recepció. Tanmateix, com a excepcions expresses:

- (i) les notificacions per escrit de qualsevol de les parts relatives al nomenament del cap de redacció i dels membres del consell editorial es poden lliurar per correu electrònic als contactes respectius detallats més endavant o segons

claim made against the University.

Twenty-sixth. Governing Law and Jurisdiction

This Publishing Agreement shall be governed by, and shall be construed in accordance with, the laws of **Italy**. The courts of **Milan, Italy** shall have the exclusive jurisdiction.

Twenty-seventh. Guarantee deposit

To guarantee compliance with the obligations arising from this contract, a final guarantee has been set up by bank transfer in the amount of € 2,125.00, which will be returned at the end of the term of the contract, in accordance with the provisions of PCAP.

Twenty-eighth. Force Majeure

Neither party will be liable for its delay or failure to perform to the extent caused by circumstances beyond its reasonable control, including, without limitation, fire, flood, strike, terrorism, civil, governmental or military authority or acts of God. Should a party's delay or nonperformance continue for a period of at least sixty (60) days, however, the other party may issue a notice of termination under subsection 23.

Twenty-ninth. Relationship of Parties

Nothing contained in this Publishing Agreement shall be deemed or construed by the parties or by any third person to create a relationship other than that of independent contractor between the Publisher and the University. Neither party shall have the right or authority, or shall hold itself out to have the right or authority, to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

Thirty. Value-added tax

All amounts mentioned in this Publishing Agreement are exclusive of any VAT or similar taxes. If VAT or similar taxes are chargeable/due, the Publisher and University shall pay to the University and the Publisher, respectively, (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT or similar taxes.

Thirty-one Notices and Addresses

All written notices under this Publishing Agreement shall be given by personal delivery, registered or certified mail; facsimile (confirmed by any of the foregoing methods); or overnight messenger service that regularly tracks its packages, to the named contact at the address set forth below. Notices shall be deemed effective upon actual receipt, provided that the sender shall retain confirmation of receipt. As express exceptions, however,

- (i) written notices from either party regarding the appointment of the Editor-in-Chief and Editorial Board members may be delivered by email to their respective contacts below or as otherwise designated in writing by the parties from time to time, and



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- indiquin per escrit les parts en cada cas;
- (ii) les parts podem modificar els contactes designats o les adreces de notificació, tot informant l'altra part de la nova adreça per escrit, mitjançant correu de primera classe o servei de missatgeria.

Si s'envia a la Universitat:

Prof. Dra. Rosa M. Miró-Roig
Directora editorial de *Collectanea Mathematica*
Universitat de Barcelona
Gran Via de les Corts Catalanes, 585, 08007
Barcelona, Espanya
A/e: miro@ub.edu

Si s'envia a l'editor:

Springer-Verlag Italia Srl, Via Decembrio 28, 20137
Milà, Itàlia

A l'atenció de: Razia Amzad
Revisora editorial
A/e: Razia.Amzad@springer.com

A l'atenció de: Marc Strauss
Director editorial
A/e: Marc.Strauss@springer.com

Trenta-i-dosena. Diversos

L'acord de publicació entra en vigor i roman efectiu en benefici dels successors i cessionaris de la Universitat, així com els successors i cessionaris de l'editor. L'editor pot cedir els seus drets i delegar les seves obligacions a la seva discreció. Com a conseqüència del rol únic de la Universitat com a propietària de la revista, no pot cedir els seus drets ni delegar les seves obligacions sense el consentiment previ de l'editor. Si una o més disposicions d'aquest acord de publicació es consideren no executables segons la llei aplicable, aquestes disposicions han de quedar excloses d'aquest acord de publicació i l'equilibri de l'acord s'ha d'interpretar com si la provisió n'hagués quedat exclosa. Aquest acord de publicació estableix la totalitat de l'acord entre les parts sobre l'objecte del contingut i substitueix totes les declaracions o els acords orals o escrits previs o contemporanis. No es pot modificar ni esmenar excepte mitjançant l'acord per escrit de les parts. Les seccions 10, 19e, 19f, 22f, 23c, 23d, 25, 26, 28, 30, 31 i 32 continuaran vigents després del venciment o la terminació prèvia d'aquest acord de publicació.

Les parts en donem fe i ens comprometem a executar aquest acord de publicació a partir de la seva entrada en vigor.

Per la Universitat de Barcelona
On behalf of the University of Barcelona

- (ii) either party may change its named contact or address for notice by notifying the other party of its new address in writing, delivered by first-class mail or courier.

If to University:

Prof. Dra. Rosa M. Miró-Roig
Managing Editor of *Collectanea Mathematica*
University of Barcelona
Gran Via de les Corts Catalanes, 585-08007,
Barcelona, Spain
Email: miro@ub.edu 13

If to Publisher:

Springer-Verlag Italia S.r.l., Via Decembrio 28, 20137
Milano, Italia

Attention: Razia Amzad
Publishing Editor
Email: Razia.Amzad@springer.com

Attention: Marc Strauss
Editorial Director
Email: Marc.Strauss@springer.com

Thirty-two. Miscellaneous

This Publishing Agreement shall be binding upon and inure to the benefit of the successors and assigns of the University and the successors and assigns of the Publisher. The Publisher may assign its rights and delegate its duties at its discretion. Because of the unique role of the University as the owner of the Journal, the University may not assign its rights or delegate its duties without the prior written consent of the Publisher. If one or more provisions of this Publishing Agreement are held to be unenforceable under applicable law, each such provision shall be excluded from this Publishing Agreement and the balance of the agreement shall be interpreted as if that provision were so excluded. This Publishing Agreement sets forth the entire agreement of the parties as to its subject matter and supersedes all previous or contemporaneous oral or written representations or agreements. It may not be modified or amended except by written agreement of the parties. Section 10, 19(e), 19(f), 22(f), 23(c), 23(d), 25, 26, 28, 30, 31 and 32 shall survive the expiration or prior termination of this Publishing Agreement.

IN WITNESS OF THE FOREGOING, the parties have caused this Publishing Agreement to be executed as of the Effective Date.

Per Springer-Verlag Italia S.r.l.
On behalf of Springer-Verlag Italia S.r.l.



UNIVERSITAT DE
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DocuSigned by:

Josep Oriol Escardíbul Ferrà

7AB3D75C653F499...

Josep Oriol Escardíbul Ferrà
Gerent/General Manager

DocuSigned by:

Concetta Guarino

22 settembre 2020

CBCBF8A4288746F...

Concetta Guarino,
Representant amb apoderament/Representative with
power of attorney

DocuSigned by:

Alessandro Gallo

22 settembre 2020

426633160CEE4A5...

Alessandro Gallo
Director General amb apoderament/
General Manager with power of attorney