



UNIVERSIDADE DOS AÇORES

CONTRACT

ACQUISITION OF A LICENSE (SUBSCRIPTION) TO THE SCOPUS DATABASE

Between:

FIRST PARTY: The University of the Azores, Legal Person number 512 017 050, with registered office in Rua da Mãe de Deus, 9500-321 Ponta Delgada, in this act represented by Francisco [REDACTED] Franco, Director of Financial Resources Services, in substitution for the Administrator of the University of the Azores, in accordance with the dispatch of July 20th, 2022, and exercising the power sub-delegated to her by the Rector of the University of the Azores, through determination number 10026/2022, published in Diário da República, 2nd series, number 156, of august 12th, 2022;

SECOND PARTY: Elsevier B.V., VAT Number NL005033019B01, with registered office in Radarweg 29, 1043 NX Amsterdam, in this act represented by Thong-Li Lim, holder of Passport Number [REDACTED]

§ This contract was preceded by direct adjustment procedure, authorized by deliberation of Management Board of the University of the Azores, dated August 22nd, 2024, and under the terms of the article 36^o, number 1, and article 38^o, of the Public Procurement Code, approved by Decree-Law number 18/2008, of January 29, hereinafter referred to by the Public Procurement Code or PPC, in conjunction with article 17^o, number 1, paragraph a), of Decree-Law number 197/99, of June 8.

§ The contract decision and the contract draft were approved by Director of Financial Resources Services, in substitution for the Administrator of the University of the Azores, in accordance with the dispatch of July 20th, 2022, and exercising the power sub-delegated to her by the Rector of the University of the Azores, through determination number 10026/2022, published in Diário da República, 2nd series, number 156, of august 12th, 2022.

§ Elsevier B.V. presented on September 20th, the documents proving that has its situation regularized in relation to social security contributions, as well as taxes, with the respective authorities in the Netherlands, where their main establishment is located.



UNIVERSIDADE DOS AÇORES

§ Under the terms and for the purposes of article 290.º-A of the PPC, the Contract's Manager on the part of the University of the Azores is [REDACTED]

First clause

Object

- 1 - The main object of this contract is the acquisition of a license (subscription) to the Scopus database, in accordance with the tender specifications, the accepted proposal, dated 27th August 2024, and the Elsevier's Subscription Agreement for the use of Scopus, with all its terms, restrictions on use and limitations of liability.
- 2 - The Elsevier Subscription Agreement for the use of Scopus is signed by the parties.

Second clause

Contractual price

- 1 - For the execution of the object of this contract, as well as other obligations arising from it, the FIRST PARTY will pay the SECOND PARTY the contractual price of 51.524,68€ (fifty-one thousand, five hundred and twenty-four euros and sixty-eight cents), excluding value-added tax (VAT).
- 2 - VAT at the rate of 16%, which is the rate applicable in the Autonomous Region of the Azores, where the FIRST PARTY has its registered office, will be paid to the Portuguese State by the FIRST PARTY.
- 2 – The contractual price is applicable to financing source 513, economic classification 020225, and will be paid in accordance with fifth clause of the tender specifications, which is transcribed below:

"Clause 5

Payment conditions

- 1 – The contractual price must be paid each year by UAc to the service provider after the UAc is given access to the database and within 30 days of receipt of the respective yearly invoice. The price (excluding VAT) for each year is as follows:*
2024 - € 16,669.80
2025 - € 17,169.89
2026 - € 17,684.99
- 2 – In case of disagreement on the part of the UAc as to the amount indicated on the invoice, it must notify the service provider, in writing, of the respective grounds, and the service provider is obliged to provide the necessary clarifications or issue a new corrected invoice.*
- 3 – The payment is made via bank transfer and for this the service provider must provide the necessary data."*



UNIVERSIDADE DOS AÇORES

Third clause

Term of execution of the contract

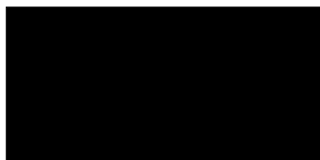
- 1 – The term of execution of the contract is 36 (thirty-six) months, without prejudice to the ancillary obligations that must last beyond the termination of the contract.
- 2 – The contract will commence on 1 October 2024 and end on 30 September 2027, without prejudice to the provisions of the following paragraph.
- 3 – If, for whatever reason, the contract is not published on the public procurement portal (Portal Base) before 1 October 2024, the contract will begin on the date on which publication occurs and will end 36 months after that date.

This contract, after being read and found to be complying, will be signed by the parties.

FIRST PARTY

SECOND PARTY

Assinado por: **Francisco** [redacted] **Francisco**
Num. de Identificação: [redacted]
Data: 2024.09.23
Certificado por: [redacted]
Atributos certificados: **Diretor do Serviço de Recursos Financeiros -
Universidade dos Açores**



Thong-Li Lim