

## ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 12 March 2014 by and between **University of Connecticut**, Storrs, CT 06269, USA (the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

### SECTION 1. SUBSCRIPTION.

#### 1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

#### 1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use.

#### 1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use; and
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a "Transaction".

The Subscriber may:

- Electronically deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the Subscribed Products to fulfill requests as part of the practice commonly known as "interlibrary loan" provided that the request comes from an academic or other non-commercial, non-corporate research library located within the United States, and provided that the Subscriber's staff reviews the requests and fulfills the requests in compliance with Section 108 of the U.S. Copyright Law the U.S. Copyright Law (17 U.S.C. § 108) and the Guidelines for the Proviso of Subsection 108(g)(2) . (Final Report of the National Commission on New Technological Uses of Copyrighted Works, 1978); and
- as a pilot to evaluate international interlibrary loan activities, deliver journal articles and, if any, book chapters from the Subscribed Products to fulfill requests from an academic or other non-commercial, non-corporate research library outside of the United States, subject to (i) the

maintenance of records of all such requests fulfilled for three (3) years after the request has been made and (ii) the delivery to a requesting library of only up to five (5) journal articles published within five (5) years prior to the date of the request from any given journal title during each calendar year or of only up to five (5) book chapters from a given book title during the entire copyright protection period and (iii) the provision of a copy of such records to Elsevier upon request. The Subscriber shall submit an annual report to NERL who will in turn create an aggregated and anonymized report concerning the number of deliveries per country for all publishers' content and will provide such report to Elsevier. Both parties agree to discuss the performance of the pilot and the annual report on an annual basis. Elsevier reserves the right to terminate the pilot after any annual review if in the opinion of Elsevier there is material abuse or negative impact on its business. The Subscriber agrees to take reasonable measures to implement the pilot on the terms described above, and to notify Elsevier promptly (with full particulars) in the event that it becomes aware of any actual or threatened misuse in connection with any breach or alleged breach of the pilot terms, and do all things reasonably required to assist Elsevier to reduce any such misuse;

Notwithstanding anything to the contrary contained in this Agreement, open access content in the Subscribed Products is subject to the terms and conditions stated in the applicable user license identified in the individual journal article.

#### **1.4     *Restrictions on Use of Subscribed Products.***

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

#### **1.5     *Intellectual Property Ownership.***

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially harm Elsevier and its suppliers.

### **SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.**

#### **2.1     *Access to Subscribed Products.***

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

#### **2.2     *Quality of Service.***

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

#### **2.3     *Withdrawal of Content.***

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

#### **2.4     *Usage Data Reports.***

Elsevier will make usage data reports on the Subscriber's usage activity accessible online on a monthly basis to the librarians/administrators employed by the Subscriber for internal use only. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice.

#### **2.5     *Accessibility.***

Elsevier will make commercially reasonable efforts to comply with the Web Content Accessibility Guidelines 1.0 published by the Web Accessibility Initiative of the World Wide Web Consortium (W3C).

#### **2.6     *Journal Transfer.***

Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 2.0, published by the UK Serials Group (UKSG).

### **SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.**

#### **3.1     *Authentication.***

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2.

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

The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

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

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within sixty (60) days of date of invoice. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

### **SECTION 5. TERM.**

#### **5.1     *Term.***

The term of this Agreement will commence on 01 January 2014 and continue until 31 December 2016.

#### **5.2     *Renewal.***

This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1, unless either party gives notice to the other by 1 September prior to the end of the then current term that it does not intend to renew.

**5.3**     *Early Termination Due To Insufficient Budgetary Allotment.*

The Subscriber may terminate this Agreement if sufficient funds are not provided or allotted in future budgets of the Subscriber for university library acquisitions (or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement.

**SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.**

**6.1**     *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

**6.2**     *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

**6.3**     *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6.4**     *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

**SECTION 7. GENERAL.**

**7.1**     *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, governmental restrictions, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

**7.2**     *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

**7.3 Entire Agreement.**

This Agreement and REQUIRED CONTRACT TERMS – STATE OF CONNECTICUT, dated Rev. 12/22/10; Non Discrimination Rev. 10/1/11 (“Addendum”), which is attached and incorporated by reference, contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein. In the event of any conflict, inconsistency, ambiguity or difference between the terms and conditions in this Agreement and in the Addendum, those in the Addendum will take precedence.

**7.4 Modification.**

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

**7.5 Assignment.**

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

**7.6 Privacy.**

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

**7.7 Notices.**

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 360 Park Avenue South, New York, NY 10010-1710, USA.

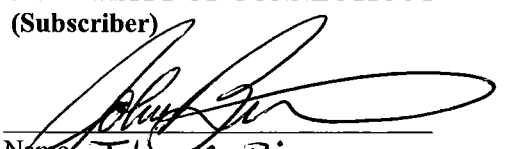
If to the Subscriber: University of Connecticut, Storrs, CT 06269, USA.

**7.8 Execution.**

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

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

**UNIVERSITY OF CONNECTICUT**  
(Subscriber)

  
Name: John M. Biancamano  
Title: Interim Exe. V.P. for Admin. + CFO

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

  
Name: Martin O'Malley  
Title: Managing Director, Global Sales & Customer Marketing, Science & Technology

No. 1-5841142410

**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 1**  
**Subscribed Products/Access/Fees**

**UNIVERSITY OF CONNECTICUT**

No. 1-5841142410

<b>Subscribed Products – publisher</b>	<b>Access</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<b>ScienceDirect® online – Elsevier B.V.</b>	sciencedirect.com			
<b>Complete Freedom Collection</b>				
• <i>Total Print Subscription</i>		\$80,029.16	\$83,230.33	\$86,559.54
• <i>Total Electronic</i>		\$1,825,627.20	\$1,815,421.96	\$1,888,038.84
• <i>Total Subscription Turnover</i>		\$1,905,656.36	\$1,898,652.29	\$1,974,598.38
• <b>Electronic Subscription Fee (10% discounted)</b>		\$1,571,038.60	\$1,633,880.14	\$1,699,235.35
• <b>Content Fee 7 %</b>		\$127,793.96	\$132,905.72	\$138,221.95
<b>Transferred Titles Fee</b>		\$1,146.60	\$1,192.46	\$1,240.16
• <b>Complete Freedom Collection Fee</b>		\$46,771.92	\$48,642.80	\$50,588.51
<b>TOTAL FEES</b>		<b>\$1,746,751.08</b>	<b>\$1,816,621.12</b>	<b>\$1,889,285.97</b>

**Calculation of Fees for Freedom Collection**

The Content Fee shall be calculated as 7% of the estimated value of the Subscriber's print (if any) and electronic subscriptions to the Subscribed Titles (defined below), set forth above as the "Total Subscription Turnover." The Electronic Subscription Fee shall be calculated as the estimated value of the Subscriber's electronic-only subscriptions to the Subscribed Titles, discounted by 10%, set forth above as the "Total Electronic Subscription." The Freedom Collection Fee shall be fixed as set forth above.

**Price Cap Credit**

The Subscriber shall receive a refund in the amount of a "price cap credit" to account for any increase in the prices of its paid print subscriptions that exceed the annual subscription price increase cap of 4% herein.

**Adjustment of Fees for Freedom Collection**

After the initial year of the term, the Content Fee and the Electronic Subscription Fee shall be subject to an adjustment to account for any titles removed from the Freedom Collection during the remainder of the term of this Agreement.

**Journal Collection(s)**

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

**Transaction Fee**

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

## ELSEVIER SUBSCRIPTION AGREEMENT

### Schedule 1.1

#### Journal Subscription

##### Journal Collection(s):

**Freedom Collection:** Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995, and from the titles that were accessed electronically from the IDEAL platform prior to the term of the Agreement published since 1 January 1993, set forth in the Freedom Collection Journal Title List at <http://www.info.sciencedirect.com/content/journals/titles>, as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

##### Option to Substitute Subscribed Titles

The Subscriber may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 ("Subscribed Titles") with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing. The foregoing does not apply to the Clinics Collection.

##### Option to Substitute or Refund Withdrawn Subscribed Titles

The Subscriber may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier. In the event that no substitute journal title is available, Elsevier will refund to the Subscriber the amount of the Fees paid for the withdrawn Subscribed Titles for the remainder of the term.

##### Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

##### Post Termination Access to Subscribed Titles

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500, and/or (3) access such Subscribed Titles online through the Portico® electronic archiving service provided by Portico (in which case the Subscriber shall execute a separate Portico Journal Archive License Agreement whose terms and conditions shall also govern the Subscriber's use of such Subscribed Titles and take precedence in the event of any conflict or inconsistency with the Agreement), (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee one time per year during regular business hours upon thirty (30) days written notice to Elsevier. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

**Print Subscriptions and Expenditure Commitment**

The Subscriber has provided to Elsevier a complete list of Subscribed Titles from its Freedom Collection in print, including multiple subscriptions, the value of which, set forth above, shall be separately invoiced to and paid by the Subscriber in full no later than 31 March of each calendar year of the term of the Agreement. If the Subscriber fails to make full payment on a timely basis, the Subscriber shall pay to Elsevier the value (in current year list price) of the unpaid print subscriptions. The Subscriber may substitute an electronic-only subscription for an existing print subscription during the term of the Agreement by giving Elsevier notice by 1 September prior to the start of the next calendar year of the Agreement, which substitution will not be considered a breach of the Subscriber's foregoing print expenditure commitment. An "e-only" discount of ten (10%) percent off the value of the then current year list price of the Subscriber's subscriptions that are accessed electronically only will be applied to the annual subscription renewal of the next calendar year and continue for each calendar year thereafter remaining in the term of this Agreement.



**Annex A to Schedule 1.1  
Subscribed Titles**

**UNIVERSITY OF CONNECTICUT**

Product ID	ISSN	Subscribed Title (available online and in print)
05000	0169-409X	Advanced Drug Delivery Reviews
05001	0166-3542	Antiviral Research
05014	0166-4328	Behavioural Brain Research
09015	0300-9084	Biochimie
05142	0301-4622	Biophysical Chemistry
02062	0956-5663	Biosensors and Bioelectronics
07617	8756-3282	Bone
08008	0009-3084	Chemistry and Physics of Lipids
08013	0376-8716	Drug and Alcohol Dependence
08014	0378-3782	Early Human Development
05029	0920-1211	Epilepsy Research
08018	0301-2115	European Journal of Obstetrics & Gynecology and Reproductive
05041	0378-1119	Gene
08025	0167-5273	International Journal of Cardiology
08028	0165-5876	International Journal of Pediatric Otorhinolaryngology
05051	0165-0327	Journal of Affective Disorders
05082	0168-1702	Virus Research

Product ID	ISSN	Subscribed Title (online only)
07802	1876-2859	Academic Pediatrics
13351	1076-6332	Academic Radiology
00486	0361-3682	Accounting, Organizations and Society
00221	1359-6454	Acta Materialia
00471	0306-4603	Addictive Behaviors
12005	0001-8708	Advances in Mathematics
02001	0309-1708	Advances in Water Resources
01001	1359-1789	Aggression and Violent Behavior
05320	0168-1923	Agricultural and Forest Meteorology
05085	0378-3774	Agricultural Water Management
05087	FS00-5087	Agriculture, Ecosystems & Environment with Applied Soil Ecology
13170	0196-6553	Ajic - American Journal of Infection Control
07500	0741-8329	Alcohol
13240	0002-8703	American Heart Journal
13226	0735-6757	American Journal of Emergency Medicine
13229	0272-6386	American Journal of Kidney Diseases
13246	0002-9378	American Journal of Obstetrics & Gynecology
07582	0002-9394	American Journal of Ophthalmology
13027	0889-5406	American Journal of Orthodontics and Dentofacial Orthopedics
13046	0196-0709	American Journal of Otolaryngology
07689	0749-3797	American Journal of Preventive Medicine
12002	0003-2697	Analytical Biochemistry
05138	FS00-5138	Analytica Chimica Acta with Vibrational Spectroscopy
12602	0003-3472	Animal Behaviour
05089	0378-4320	Animal Reproduction Science
09006	0294-1449	Annales de l'Institut Henri Poincare (C) Analyse Non Lineaire
14037	1081-1206	Annals of Allergy Asthma & Immunology
13239	0196-0644	Annals of Emergency Medicine
07601	1047-2797	Annals of Epidemiology
12006	0003-4916	Annals of Physics
05253	0168-0072	Annals of Pure and Applied Logic

Product ID	ISSN	Subscribed Title (online only)
13421	0890-5096	Annals of Vascular Surgery
12633	0195-6663	Appetite
12003	1063-5203	Applied and Computational Harmonic Analysis
05141	FS00-5141	Applied Catalysis A:General with B:Environmental
13158	0897-1897	Applied Nursing Research
05092	0044-8486	Aquaculture
05093	0304-3770	Aquatic Botany
05094	0166-445X	Aquatic
12007	0003-9861	Archives of Biochemistry and Biophysics
00203	0003-9969	Archives of Oral Biology
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13191	0883-9417	Archives of Psychiatric Nursing
08004	0021-9150	Atherosclerosis
00246	1352-2310	Atmospheric Environment
14032	0001-2092	AORN Journal
00265	0005-7967	Behaviour Research and Therapy
12666	1521-6896	Best Practice & Research: Clinical Anaesthesiology
12667	1521-690X	Best Practice & Research: Clinical Endocrinology & Metabolism
12668	1521-6918	Best Practice & Research: Clinical Gastroenterology
12669	1521-6926	Best Practice & Research: Clinical Haematology
12670	1521-6934	Best Practice & Research: Clinical Obstetrics & Gynaecology
12671	1521-6942	Best Practice & Research: Clinical Rheumatology
12009	0006-291X	Biochemical and Biophysical Research Communications
07505	0006-2952	Biochemical Pharmacology
05013	FS00-5013	Biochimica et Biophysica Acta Combined Subscription to All 9
02008	0006-3207	Biological Conservation
07615	0006-3223	Biological Psychiatry
05016	0301-0511	Biological Psychology
03004	0142-9612	Biomaterials
12014	0045-2068	Bioorganic Chemistry
00131	FS00-0131	Bioorganic & Medicinal Chemistry with Bioorganic & Medicinal Chem
12011	1079-9796	Blood Cells, Molecules and Diseases
12724	0268-960X	Blood Reviews
12010	0278-2626	Brain and
12015	0093-934X	Brain and
12008	0889-1591	Brain Behavior and Immunity
05018	0006-8993	Brain Research
12726	0266-4356	British Journal of Oral and Maxillofacial Surgery
07618	2210-7762	Cancer Genetics
05143	0920-5861	Catalysis Today
12020	0008-8749	Cellular Immunology
07520	0898-6568	Cellular Signalling
12711	0143-4160	Cell Calcium
05144	0301-0104	Chemical Physics
05145	0009-2614	Chemical Physics Letters
00362	0045-6535	Chemosphere
00586	0145-2134	Child Abuse & Neglect
07519	0009-9120	Clinical Biochemistry
03009	0268-0033	Clinical Biomechanics
12021	1521-6616	Clinical Immunology
08065	1388-2457	Clinical Neurophysiology
12713	0261-5614	Clinical Nutrition
00652	0272-7358	Clinical Psychology Review
12821	0009-9260	Clinical Radiology
07567	0149-2918	Clinical Therapeutics
05325	0378-3839	Coastal

Product ID	ISSN	Subscribed Title (online only)
05257	0010-0277	Cognition
04242	1077-7229	Cognitive and Behavioral Practice
07450	0885-2014	Cognitive Development
12022	0010-0285	Cognitive Psychology
12742	1744-3881	Complementary Therapies in Clinical Practice
12741	0965-2299	Complementary Therapies in Medicine
13295	0010-440X	Comprehensive Psychiatry
09022	1631-073X	Comptes Rendus Mathematique
05193	0927-0256	Computational Materials Science
05364	0167-9473	Computational Statistics & Data Analysis
07452	8755-4615	Computers and Composition
00351	0010-4825	Computers in Biology and Medicine
00300	0305-0548	Computers & Operations Research
00359	0045-7949	Computers & Structures
12024	1077-3142	Computer Vision and Image Understanding
07636	1551-7144	Contemporary Clinical Trials
12019	0361-476X	Contemporary Educational Psychology
00662	0278-4343	Continental Shelf Research
07629	0010-7824	Contraception
00260	0010-938X	Corrosion Science
15801	0010-9452	Cortex
12023	0011-2240	Cryobiology
02219	0958-1669	Current Opinion in Biotechnology
02220	0955-0674	Current Opinion in Cell Biology
02221	1367-5931	Current Opinion in Chemical Biology
02222	0959-437X	Current Opinion in Genetics & Development
02223	0952-7915	Current Opinion in Immunology
02224	1369-5274	Current Opinion in Microbiology
02225	0959-4388	Current Opinion in Neurobiology
02226	1369-5266	Current Opinion in Plant Biology
02229	1359-0286	Current Opinion in Solid State & Materials Science
02227	0959-440X	Current Opinion in Structural Biology
13235	0146-2806	Current Problems in Cardiology
13250	1538-5442	Current Problems in Pediatrics and Adolescent Health Care
13086	0011-3840	Current Problems in Surgery
00868	1359-6101	Cytokine & Growth Factor Reviews
05366	0167-9236	Decision Support Systems
00216	FS00-0216	Deep-Sea Research Part I: Oceanographic Research Papers with Part II: Topical Studies in Oceanography (Combined
13022	0011-8486	Dental Abstracts
02214	0109-5641	Dental Materials
12025	0012-1606	Developmental Biology
12026	0273-2297	Developmental Review
07639	0732-8893	Diagnostic Microbiology and Infectious Disease
08664	0301-4681	Differentiation
13237	0011-5029	Disease-A-Month
02168	1359-6446	Drug Discovery Today
07453	0885-2006	Early Childhood Research Quarterly
05328	0012-821X	Earth and Planetary Science Letters
05101	0925-8574	Ecological Engineering
05102	0304-3800	Ecological Modelling
06053	1388-2481	Electrochemistry Communications
00205	0013-4686	Electrochimica
02021	0955-7997	Engineering Analysis with Boundary Elements
02022	0269-7491	Environmental Pollution
12035	0013-9351	Environmental Research
07644	0141-0229	Enzyme and Microbial Technology

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12641	0272-7714	Estuarine Coastal and Shelf Science
05368	0014-2921	European Economic Review
00298	FS00-0298	European Journal of Cancer with Oral Oncology
10005	0171-9335	European Journal of Cell Biology
09032	0223-5234	European Journal of Medicinal Chemistry
05369	0377-2217	European Journal of Operational Research
05030	0928-0987	European Journal of Pharmaceutical Sciences
05031	0014-2999	European Journal of Pharmacology
00294	0014-3057	European Polymer Journal
07645	1090-5138	Evolution and Human Behavior
12028	0014-4827	Experimental Cell Research
12605	0014-4835	Experimental Eye Research
07530	0531-5565	Experimental Gerontology
07655	0301-472X	Experimental Hematology
12032	0014-4886	Experimental Neurology
12034	0014-4894	Experimental Parasitology
13364	1550-8307	Explore: the Journal of Science & Healing
05034	0014-5793	Febs Letters
07647	0015-0282	Fertility and Sterility
05105	0165-7836	Fisheries Research
12683	1050-4648	Fish and Shellfish Immunology
00237	0278-6915	Food and Chemical Toxicology
05106	0378-1127	Forest Ecology and Management
07531	0891-5849	Free Radical Biology & Medicine
12039	0091-3022	Frontiers in Neuroendocrinology
02233	1464-2859	Fuel Cells Bulletin
12038	1087-1845	Fungal Genetics and Biology
05107	0966-6362	Gait & Posture
13216	0016-5085	Gastroenterology
13078	0016-5107	Gastrointestinal Endoscopy
12033	0016-6480	General and Comparative Endocrinology
07654	0163-8343	General Hospital Psychiatry
12043	0888-7543	Genomics
00212	0016-7037	Geochimica et Cosmochimica Acta
05333	0016-7061	Geoderma
05334	0169-555X	Geomorphology
13166	0197-4572	Geriatric Nursing
01043	0959-3780	Global Environmental Change
12045	0090-8258	Gynecologic Oncology
08550	1568-9883	Harmful Algae
05043	0378-5955	Hearing Research
13169	0147-9563	Heart & Lung - the Journal of Acute and Critical Care
12915	1475-4916	Homeopathy
12046	0018-506X	Hormones and Behavior
05274	0167-9457	Human Movement Science
13064	0046-8177	Human Pathology
07410	1053-4822	Human Resource Management Review
05044	0165-2478	Immunology Letters
07454	0163-6383	Infant Behavior and Development
05573	1567-1348	Infection, Genetics and Evolution
00244	0306-4573	Information Processing & Management
05374	0378-7206	Information & Management
06052	1387-7003	Inorganic Chemistry Communications
00390	0965-1748	Insect Biochemistry and Molecular Biology
07455	0160-2896	Intelligence
12744	0964-3397	Intensive and Critical Care Nursing
12738	1755-599X	International Emergency Nursing

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00278	0020-7225	International Journal of Engineering Science
05109	0168-1605	International Journal of Food Microbiology
05378	0169-2070	International Journal of Forecasting
08026	0020-7292	International Journal of Gynecology & Obstetrics
00210	0017-9310	International Journal of Heat and Mass Transfer
12608	1071-5819	International Journal of Human-Computer Studies
00485	0360-3199	International Journal of Hydrogen Energy
05379	0167-7187	International Journal of Industrial Organization
00206	0020-7403	International Journal of Mechanical Sciences
00266	0020-7489	International Journal of Nursing Studies
12901	0901-5027	International Journal of Oral and Maxillofacial Surgery
05049	0378-5173	International Journal of Pharmaceutics
07551	0360-3016	International Journal of Radiation Oncology / Biology / Physics
05381	0167-8116	International Journal of Research in Marketing
00297	0020-7683	International Journal of Solids and Structures
07811	1936-878X	Jacc: Cardiovascular Imaging
07812	1936-8798	Jacc: Cardiovascular Interventions
09041	0021-7824	Journal de Mathematiques Pures et Appliquees
13340	2212-2672	Journal of the Academy of Nutrition and Dietetics
13450	0890-8567	Journal of the American Academy of Child & Adolescent
13309	0190-9622	Journal of the American Academy of Dermatology
07681	0735-1097	Journal of the American College of Cardiology
13357	1546-1440	Journal of the American College of Radiology
07682	1072-7515	Journal of the American College of Surgeons
02036	0955-2219	Journal of the European Ceramic Society
00334	0016-0032	Journal of the Franklin Institute
05063	0022-510X	Journal of the Neurological Sciences
05384	0165-4101	Journal of Accounting and Economics
07675	0278-4254	Journal of Accounting and Public Policy
12628	0140-1971	Journal of Adolescence
00337	0021-8502	Journal of Aerosol Science
07419	0890-4065	Journal of Aging Studies
12051	0021-8693	Journal of Algebra
13302	0091-6749	Journal of Allergy and Clinical Immunology
12050	0278-4165	Journal of Anthropological Archaeology
00801	0887-6185	Journal of Anxiety Disorders
07456	0193-3973	Journal of Applied Developmental Psychology
12053	0021-9045	Journal of Approximation Theory
12643	0305-4403	Journal of Archaeological Science
13133	0883-5403	Journal of Arthroplasty
05385	0378-4266	Journal of Banking & Finance
07430	2214-8043	Journal of Behavioral Economics
00339	0005-7916	Journal of Behavior Therapy and Experimental Psychiatry
00321	0021-9290	Journal of Biomechanics
12017	1532-0464	Journal of Biomedical Informatics
05111	0168-1656	Journal of Biotechnology
07687	0148-2963	Journal of Business Research
07688	0883-9026	Journal of Business Venturing
13051	1053-0770	Journal of Cardiothoracic and Vascular Anesthesia
12054	0021-9517	Journal of Catalysis
07518	0895-4356	Journal of Clinical Epidemiology
12056	0021-9797	Journal of Colloid and Interface Science
12060	0097-3165	Journal of Combinatorial Theory, Series A
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12055	0147-5967	Journal of Comparative Economics

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12735	1010-5182	Journal of Cranio-Maxillofacial Surgery
00366	0047-2352	Journal of Criminal Justice
13066	0883-9441	Journal of Critical Care Incorporating Seminars in Anesthesia
13453	0022-0302	Journal of Dairy Science
03053	0300-5712	Journal of Dentistry
08032	0923-1811	Journal of Dermatological Science
05388	0304-3878	Journal of Development Economics
07697	1056-8727	Journal of Diabetes and its Complications
12062	0022-0396	Journal of Differential Equations
06013	0304-4076	Journal of Econometrics
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05389	0167-2681	Journal of Economic Behavior & Organization
05390	0165-1889	Journal of Economic Dynamics and Control
05289	0167-4870	Journal of Economic Psychology
12066	0022-0531	Journal of Economic Theory
06014	1572-6657	Journal of Electroanalytical Chemistry
03054	1050-6411	Journal of Electromyography and Kinesiology
05161	0368-2048	Journal of Electron Spectroscopy and Related Phenomena
13165	0099-1767	Journal of Emergency Nursing
14027	0099-2399	Journal of Endodontics
12064	0095-0696	Journal of Environmental Economics and Management
13335	0737-0806	Journal of Equine Veterinary Science
13023	1532-3382	Journal of Evidence-Based Dental Practice
12063	0022-0965	Journal of Experimental Child Psychology
05112	0022-0981	Journal of Experimental Marine Biology and Ecology
12065	0022-1031	Journal of Experimental Social Psychology
06015	0304-405X	Journal of Financial Economics
12069	1042-9573	Journal of Financial Intermediation
07705	0094-730X	Journal of Fluency Disorders
12068	0889-1575	Journal of Food Composition and Analysis
12067	0022-1236	Journal of Functional Analysis
13136	0363-5023	Journal of Hand Surgery (American Volume)
14016	0894-1130	Journal of Hand Therapy
05393	0167-6296	Journal of Health Economics
08145	0168-8278	Journal of Hepatology
12637	0195-6701	Journal of Hospital Infection
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12626	0095-4470	Journal of Phonetics
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00229	0022-3697	Journal of Physics and Chemistry of Solids
10010	0176-1617	Journal of Plant Physiology
12727	1748-6815	Journal of Plastic, Reconstructive & Aesthetic Surgery
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05052	1874-3919	Journal of Proteomics
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03065	0308-597X	Marine Policy
00400	0025-326X	Marine Pollution Bulletin
06025	0254-0584	Materials Chemistry and Physics
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08037	0378-5122	Maturitas
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08040	0303-7207	Molecular and Cellular Endocrinology
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12664	0890-8508	Molecular and Cellular Probes
00457	0098-2997	Molecular Aspects of Medicine
00253	0161-5890	Molecular Immunology
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00841	0893-6080	Neural Networks
07541	0197-4580	Neurobiology of Aging
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07544	0892-0362	Neurotoxicology and Teratology
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13338	1541-4612	Nurse Leader
13175	0029-6554	Nursing Outlook
07740	0899-9007	Nutrition
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04249	1878-0318	Obesity Research and Clinical Practice Online SD
00320	0029-8018	Ocean Engineering



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05412	0167-6377	Operations Research Letters
07585	0161-6420	Ophthalmology: Journal of the American Academy of
12101	1068-5200	Optical Fiber Technology
05218	0925-3467	Optical Materials
05219	0030-4018	Optics Communications
13028	2212-4403	Oral Surgery, Oral Medicine, Oral Pathology and Oral Radiology
12100	0749-5978	Organizational Behavior and Human Decision Processes
07753	0090-2616	Organizational Dynamics
04273	1344-0241	Orthodontic Waves
12689	1063-4584	Osteoarthritis and Cartilage
05076	0304-3959	Pain
08803	1424-3903	Pancreatology
05302	0167-8191	Parallel Computing
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07756	0887-8994	Pediatric Neurology
10002	0031-4056	Pedobiologia
07547	0196-9781	Peptides
05304	0166-5316	Performance Evaluation
00603	0191-8869	Personality and Individual Differences
07546	0091-3057	Pharmacology Biochemistry and Behavior
07536	0163-7258	Pharmacology & Therapeutics
12875	1466-853X	Physical Therapy in Sport
05458	1386-9477	Physica E: Low-Dimensional Systems and Nanostructures
05239	FS00-5239	Physics Letters A and B with Physics Reports
07548	0031-9384	Physiology & Behavior
04065	0031-9406	Physiotherapy
10020	0944-7113	Phytomedicine
12629	0143-4004	Placenta
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05184	1386-1425	Spectrochimica Acta Part A: Molecular and Biomolecular
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00333	0960-0760	The Journal of Steroid Biochemistry and Molecular Biology
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03061	0968-0160	The Knee
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02286	0099-5355	The Lancet (North American Edition)
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07760	1529-9430	The Spine Journal
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12722	0040-8166	Tissue and Cell
05319	0166-8641	Topology and its Applications
08056	0300-483X	Toxicology
12116	0041-008X	Toxicology and Applied Pharmacology
00800	0887-2333	Toxicology in Vitro
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02201	1364-6613	Trends in Cognitive Sciences
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02121	1471-4922	Trends in Parasitology
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05133	0165-2427	Veterinary Immunology and Immunopathology
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00386	0305-750X	World Development
07765	1878-8750	World Neurosurgery
10016	0044-5231	Zoologischer Anzeiger
10003	0944-2006	Zoology

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E-mail: [galadriel.chilton@lib.uconn.edu](mailto:galadriel.chilton@lib.uconn.edu)  
Phone: 860-486-6016

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

**REQUIRED CONTRACT TERMS – STATE OF CONNECTICUT**  
**Rev. 12/22/10; Non Discrimination Rev. 10/1/11**

1. **Statutory Authority.** Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.
2. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
3. **Indemnification.** The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
4. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
5. **Non Discrimination.**  
(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs

of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes

§§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and

practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. **State Executive Orders (including Ethics Affidavit Requirements).**

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

7. **Insurance.** The Contractor agrees that while performing all services specified in this agreement (s)he will carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance will be filed with the contracting State agency prior to the performance of such services.

8. **Termination for Cause.** The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

(a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

(b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement at that time by written notice of such termination.

(c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.

(d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

(e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.

9. **SEEC Campaign Contribution Restrictions.** For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's

Notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein (*or attached hereto as Exhibit A*).





**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF  
CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or

bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates.

"Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



## STATE OF CONNECTICUT

### GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)*

#### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**    ☒ Initial Certification    ☐ 12 Month Anniversary Update (Multi-year contracts only.)  
                          ☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

#### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.



SEEN FOR LEGALISATION, by me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, the signature of Mr Martin O'Malley, born in Castlebar, Ireland on 27 March 1969, holder of an Irish passport with number L045638, with expiration date 18 June 2014.

Amsterdam, the Netherlands, 2 May 2014.



*[Handwritten signature of Mr. C.M. Stokkermans]*

نسخه اصلی

سفارت جمهوری اسلامی ایران - لاهه

صحت مهر و امضای وزارت امور خارجه هلد را که بروی این برگه به علامت (x) مشخص شده بدون توجه به مندرجات متن گواهی می نماید.

بابت حقوق کنسولی، مبلغ ۷۶۹۸۰ ریال به مبلغ ۲۰۸۰۰۰ ریال در بابت شد.

شماره: ۸۹۱۵

تاریخ: ۱۳۹۳/۲/۱۷ ردیف: ۵ از ۵ امضاء

Date: 07/05/2014 NO: 8915

SHAPOUR SALIMNABET  
FIRST COUNSELLOR

*[Handwritten signature of Shapour Salimnabet]*

Seen for authentication of the signature of:

mr. C.M. Stokkermans  
civil law notary in Amsterdam  
Amsterdam, 2 mei 2014

002172  
The Amsterdam District Court,  
On behalf of,

mr. L.G. van der Horst



Ministerie van Buitenlandse Zaken

Gezien voor legalisatie van de handtekening

van: *[Signature of L.G. van der Horst]*  
De minister van Buitenlandse Zaken voor deze,

Den Haag

07-MEI-14 0227 MW M.A.M. TAMINIAU



**STATE OF CONNECTICUT  
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE  
AUTHORIZED TO EXECUTE CONTRACT**

*Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10*

**INSTRUCTIONS:**

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

**CERTIFICATION:**

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Elsevier B.V.  
Contractor Name

University of Connecticut  
Awarding State Agency

[Signature]  
State Agency Official or Employee Signature

6/4/14  
Date

John M. Biancamano  
Printed Name

Interim Executive Vice President  
for Administration and Chief  
Financial Officer  
Title

Sworn and subscribed before me on this 4<sup>th</sup> day of June, 2014.

[Signature]  
**Commissioner of the Superior Court  
or Notary Public**

**DONNA M BALSUS**  
**My Commission Expires**  
**MY COMMISSION EXPIRES**  
**JULY 31, 2017**



# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.*

## INSTRUCTIONS:

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
Description of Services Provided:		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: \_\_\_\_\_  
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Elsevier B.V.  
Printed Name of Bidder or Contractor

\_\_\_\_\_  
Signature of Principal or Key Personnel Date

\_\_\_\_\_  
Martin O'Malley  
Printed Name (of above)

\_\_\_\_\_  
Awarding State Agency

Sworn and subscribed before me on this 30 day of April, 2014.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

\_\_\_\_\_  
My Commission Expires



ALLEN & OVERY

SEEN FOR LEGALISATION, by me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, the signature of Mr Martin O'Malley, born in Castlebar, Ireland on 27 March 1969, holder of an Irish passport with number L045638, with expiration date 18 June 2014.

Amsterdam, the Netherlands, 2 May 2014.



Handwritten signature of Mr. C.M. Stokkermans.

Seen for authentication of the signature of:

mr. C.M. Stokkermans  
civil law notary in Amsterdam  
Amsterdam, 2 mei 2014

002173  
The Amsterdam District Court,  
On behalf of,

mw. L.G. van der Horst



نسخه اصلي	سفارت جمهوري اسلامي ايران - لاهه
صحت مهر وامضاي وزارت امور خارجه هند را که بر روی این برگه به علامت (X) مشخص شده بدون توجه به مندرجات متن گواهي مينمايد.	تاریخ: ۱۳۹۳/۲/۱۷ رديف ۵ از ۵ امضاء
بابت حقوق کنسولي استندشماره . طی فيش شماره ۷۶۹۸ مبلغ ۲,۸۰۰ يورو دريافت شد.	شماره: ۸۹۱۵
Date : 07/05/2014	NO: 8915

شاپور ساليمينابي  
SHAPOUR SALIMINABI  
FIN. COUNSELLOR



Ministère van Buitenlandse Zaken

Gezien voor legalisatie van de handtekening

van: L.G. van der Horst

De minister van Buitenlandse Zaken voor deze,

6710

Den Haag,

07-MEI-14 0230 MW M.A.M. TAMINIAU





**STATE OF CONNECTICUT**  
**AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

*Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☒ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Martin O'Malley  
Printed Name

30 April 2014  
Managing Director Research Solutions Sales  
Title

Elsevier B.V.  
Firm or Corporation (if applicable)

Radarweg 29, 1043 NX Amsterdam, The Netherlands  
Address

UConn  
Awarding State Agency



ALLEN & OVERY

SEEN FOR LEGALISATION, by me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, the signature of Mr Martin O'Malley, born in Castlebar, Ireland on 27 March 1969, holder of an Irish passport with number L045638, with expiration date 18 June 2014.

Amsterdam, the Netherlands, 2 May 2014.



*[Handwritten signature]*

Seen for authentication of the signature of:

mr. C.M. Stokkermans  
civil law notary in Amsterdam  
Amsterdam, 2 mei 2014

002169

The Amsterdam District Court,  
On behalf of,

mw. L.G. van der Horst

*[Handwritten signature]*



نسخه اصلي	سفارت جمهوری اسلامی ایران - لاهه
صحت مهر و امضای وزارت امور خارجه هانگ را که بر روی این برگه به علامت (*) مشخص شده، بدون توجه به گذر اجازات متن گواهی مینماید.	
بابت حقوق کنسولی، سند شماره ۷۶۹۸ مبلغ ۲,۸۰۰ یورو دریافت شد.	
شماره: ۸۹۱۵	تاریخ: ۱۳۹۳/۲/۱۷
امضاء	ردیف ۵ از ۳
Date: 07/05/2014	Nº: 8915

*[Handwritten signature]*  
SHAPOUR SALIMINABI  
FIRST COUNSELLOR



Ministerie van Buitenlandse Zaken

Gezlen voor legalisatie van de handtekening  
van: *[Handwritten signature]*  
De minister van Buitenlandse Zaken voor deze,

6710

Den Haag.

*[Handwritten signature]*  
87 MEI-14 0229 MW M.A.M. TAMINIAU

**STATE OF CONNECTICUT**

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

**Respondent Name:** Elsevier B.V.

**INSTRUCTIONS:**

**CHECK ONE:** ☒ Initial Certification.  
☐ Amendment or renewal.

**A. Who must complete and submit this form.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

**Check applicable box:**

- ☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- ☒ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

**B. Additional definitions.**

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

**C. Certification requirements.**

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

☒ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Martin O'Malley  
**Printed Respondent Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

[Signature]  
**Signature of Authorized Official**

Subscribed and acknowledged before me this 30 day of April, 2014.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**



ALLEN & OVERY

SEEN FOR LEGALISATION, by me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, the signature of Mr Martin O'Malley, born in Castlebar, Ireland on 27 March 1969, holder of an Irish passport with number L045638, with expiration date 18 June 2014.

Amsterdam, the Netherlands, 2 May 2014.



Handwritten signature of Mr Martin O'Malley.



Ministerie van Buitenlandse Zaken

Gezien voor legalisatie van de handtekening

van: L.G. van der Horst Seen for authentication of the signature of:  
De minister van Buitenlandse Zaken voor deze,

6710 Den Haag, Mr. C.M. Stokkermans civil law notary in Amsterdam  
Amsterdam, 2 mei 2014  
07-MEI-14 0228 MW H.A.M. TAMINIAD 002170

The Amsterdam District Court,  
On behalf of,

mw. L.G. van der Horst



نسخه اصلی

سفارت جمهوری اسلامی ایران - لاهه	تاریخ: ۱۳۹۳/۵/۱۷	ردیف: ۴ از ۵	امضاء
صحت مهر و امضای وزارت امور خارجه هاند را که بروی این برگه پعلامت (x) مشخص شده بدون توجه به مندرجات متن گواهی مینماید.	شماره: ۸۹۱۵	Date: 07/05/2014	NO: 8915
بابت حقوق کنسولی سند شماره ۷۶۹۸ مبلغ ۲,۸۰۰ یورو دریافت شد.			

شاپور سلیمینابى  
SHAPUR SALIMINABI  
FIRST COUNSELLOR

19 May 2014

Attorney Holly Jean Bray  
Assistant Attorney General  
Office of the Attorney General  
at the University of Connecticut  
343 Mansfield Road Unit 1117  
Storrs, CT 06269 - 1117

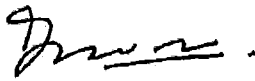
**Re: Elsevier B.V. - Opinion Letter**

Dear Attorney Bray:

As Legal Counsel to Elsevier B.V. I have the authority to deliver this opinion letter. In my capacity as Counsel, I have reviewed or am familiar with Elsevier B.V.'s Schedule of Authorisations and the Agreement with the University of Connecticut. Based upon the foregoing, I am of the opinion that:

1. ~~Elsevier B.V. is authorized to transact business with the State of Connecticut;~~
2. Martin O'Malley has the power and authority to execute and deliver the Agreement;
3. The Board of Directors, is the legally responsible body of Elsevier B.V.; and
4. Martin O'Malley, as Managing Director Research Solutions Sales of Elsevier B.V., has the requisite power and authority to execute the Agreement on behalf of and for Elsevier B.V. Such authority has not been modified, rescinded or revoked, and is at present in full force and effect.

Sincerely,

  
Jan Bij de Weg