Allegato beterminazione n. 384 del 2/2/2013-1/11

ISTITUTO TUMORI "GIOVANNI PAOLO II"



ISTITUTO DI RICOVERO E CURA A CARATTERE SCIENTIFICO

UOC Oncologia Medica ad Indirizzo Sperimentale

Direttore Dr. Angelo Paradiso

70124 BARI - Viale Orazio Flacco, 65 - ITALY-www.oncologico.bari.it

Prot. 13647 del 18713

BARI

Direttore Scientifico Antonio Moschetta SEDE

Oggetto: Pubblicazione supplemento su Annals of Oncology

A CAPATIERE SCIENTIFICA
Ospedita Onsologico - Paril
DE Z. SCIENTIFICA

2 2 LUG 2013

In relazione alla pubblicazione di un Supplemento di Annals of Oncology (guest editors Franco Muggia, Stefania Tommasi, Henry Lynch, Angelo Paradiso), si specifica trattarsi dei Proceedings del congresso che si è tenuto a New York a settembre 2011 in collaborazione tra il nostro Istituto e la New York University (in allegato copertina evento).

La scelta della pubblicazione sulla rivista Annals of Oncology è stata motivata dalle seguenti considerazioni:

- garantire continuità rispetto ai ns supplementi precedenti sullo stesso argomento, già pubblicati dalla stessa rivista;
- l'enorme diffusione della rivista soprattutto in Europa;
- il valore aggiunto rappresentato dall'essere quella rivista organo ufficiale della European Society of Medical Oncology (ESMO)
- l'alto ranking in ambito oncologico ed in termini assoluti di impact factor (IF 7.384) che caratterizza la rivista.

Precisando che i costi relativi alla pubblicazione a ns carico fanno riferimento a copertura parziale dei costi editoriali (Oxford University Press, casa editrice di Annals) ed ai costi di gestione scientifica dell'intero supplemento da parte di ESMO, cordiali saluti

Angelo Paradiso

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www.oncologico.bari.it

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Area Affari Generali 003668843 egali



European Society for Medical Occology



ISTITUTO DI RICOVERO E CURA A CARATTERE SCIENTIFICO Ospedale Oncologico - BARI

2 2 LUG. 2013

Istituto Tumori « Giovanni Paolo II » v. Orazio Flacco 65 70124 Bari Italy

19 July 2013

Re: Editorial quotation for ANNONC 2012-13 HEREDITARY BREAST & OVARIAN CANCERS: LESSENING THE BURDEN"

Dear Stefania,

Thank you for your query. The editorial handling charge from ESMO for editing the supplement to Annals of Oncology HEREDITARY BREAST & OVARIAN CANCERS: LESSENING THE BURDEN will be GBP 5275.

The first GBP 500 is payable now, the rest (GBP 4775) on completion of the editorial work.

Sincerely,

Lewis Rowett

Executive Editor - Annals of Oncology

Lll Pow tell

Area Affari Generali e Legali



JOURNALS DIVISION - Corporate Services

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Email caroline bracken@oup.com

ANNONC 2012-13

HEREDITARY BREAST & OVARIAN CANCERS: LESSENING THE BURDEN

OUP JOURNALS SUPPLEMENT SPONSORSHIP QUOTATION

1. DATE OF QUOTATION:

26.4.13

2. PUBLISHER: THE CHANCELLOR MASTER AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as Oxford University Press of Great Clarendon Street, Oxford OX2 6DP, United Kingdom

SPONSOR:

New York University Cancer Institute, and Istituto Tumori "Giovanni

Paolo II", Bari

3. SPONSOR CONTACT DETAILS:

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a.paradiso@oncologico.bari.it

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5. AGENCY CONTACT DETAILS: N/A

Area Affari Generali e Legali BARI

ISTITUTO DI RICOVERO E CURA A CARATTERE SCIENTIFICO Ospedale Oncologico - BARI

29 AGO. 2013

Name:

N/A

Address: Tel/ Fax:

E-mail: Web site:

6. JOURNAL:

Annals of Oncology

7. SOCIETY:

European Society for Medical Oncology

8. SPECIFICATION OF SUPPLEMENT:

Number of pages

80pp

Number of subscriber copies

6,800 subscriber copies or number at time of going to

press

Number of colour pages at a cost of Euro 500

2

per page

Minimum quantity to be purchased by Sponsor

Subscriber copies

Is there a deadline for a conference or

No

symposium?

Is there an embargo for online publication?

No

Number of run-on copies for sponsor

50

Online availability

Yes, to all subscribers

Online availability through consortia

Yes, to all networked institution and developing

arrangements, and to developing countries

countries' sites

'Free to view' required

No

9. PRODUCTION SCHEDULE:

Deadline for manuscripts to be sent for peer

review

Please advise when papers will be submitted for peer

review.

Format

Pdf

Final proofs to be returned to OUP

According to the production schedule to follow

11. EDITORIAL OFFICE CHARGES: there may be editorial office charges in connection with this supplement dependent upon the size and complexity of the supplement. These are separate to the publisher's charges, and subject to a separate agreement between the sponsor and the society.



12. PUBLISHER'S CHARGES: The following charges are based on the information given in points 1-10 above. Any changes to the information which would result in a change to the following charges must be agreed in advance by both parties:

Charges

These costs are for 2013 publication only

80pp

Euros 31,316 for print subscriber copies + 50 run on copies @ Euro 98 + delivery to F Muggia + 50 run on copies for Angelo Paradiso @ Euro 98 +

delivery

Colour printing:

Colour will be charged at Euros 500 per page

Payment Dates

Amount

Invoice upon

Should the final pagination result in fewer pages the costs would be reduced.

publication:

increase pagination would increase the costs

The costs are to be divided as follows:

F Muggia, NYU Cancer Institute to pay Euro Euro 22,215 (\$30,000) of the cost of publishing, the remaining amount will be paid by Istituto Tumori "Giovanni

Invoice if

If supplement is cancelled at any stage after final peer reviewed manuscripts

supplement is

cancelled

arrive at OUP then 80% of the above charges will still be invoiced.

13. INVOICE ADDRESS:

PLEASE SUPPLY YOUR INVOICE ADDRESS Franco Muggia, MD

AND CONTACT NAME AND PURCHASE

ORDER & OR VAT NUMBER

NYU Cancer Institute, BCD 556

550 First Avenue

New York, NY 10016;

INVOICE ADDRESS:

PLEASE SUPPLY YOUR INVOICE ADDRESS Angelo Paradiso

AND CONTACT NAME AND PURCHASE

ORDER & OR VAT NUMBER

Scientific Director.

Istituto Tumori "Giovanni Paolo II"

v.le Orazio Flacco 65, 70124 Bari, Italy

VAT n. 00727270720



THE PUBLISHER AND THE SPONSOR EACH ACCEPT AND AGREE TO THE TERMS OF THIS QUOTATION, WHICH CONSISTS OF THIS SCHEDULE AND THE ATTACHED STANDARD TERMS AND CONDITIONS

Signed by and line Brule	Signed by - Nam
For and on behalf of THE CHANCELLOR	For and on behalf of NYU Cancer Institute
MASTERS AND SCHOLARS OF THE	Name: France Muggia
UNIVERSITY OF OXFORD TRADING AS	Position Professor of Medicine
OXFORD UNIVERSITY PRESS	Date: 5/1/2013
Name:Caroline Bracken	
Position: Supplements Development Manager	Signed by
Date: 8/5/13	For and on behalf of Istituto Tumori "Giovanni Paole
/ /	11 A 1 1
	Name: Mulu Mus
	Position Scientific Drzector
	Date:

STANDARD TERMS AND CONDITIONS

PUBLISHER'S OBLIGATIONS

- 1.1 The Publisher agrees to publish the Supplement in accordance with the Specification and the Production Timetable and to deliver the Supplement to the Sponsor by the Delivery Date, subject to the terms and conditions of this Agreement.
- 1.2 The Publisher agrees to use reasonable skill and care in performing its obligations hereunder. However, the Publisher is not responsible for any delay outside of its reasonable control.
- 1.3 The Publisher's obligations under this Agreement are conditional upon the Sponsor working separately with the Society which owns the Journal in respect of all editorial matters, including peer review of the material to be included in the Supplement where this is required by the Society. The Publisher is not obliged to publish any paper in the Supplement unless:
 - 1.3.1 it has been approved by the Supplement Editor appointed by the Society; and
 - 1.3.2 the Publisher has received prior to publication an exclusive copyright licence/assignment of copyright in favour of the Society from each author of that paper as well as all relevant copyright permissions as described in clause 2.2.3 below.



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 - 2,2.3 ensure that contributors execute an exclusive copyright license/assignment of copyright in favour of the Society in respect of the contributor's original work and obtain copyright permissions in all cases where they have made quotations or reproduced illustrations/tables from material published elsewhere;
 - 2.2.4 ensure that all papers are submitted to the specifications outlined in the Journal's instructions to authors as provided to the Sponsor by the Editor(s), including arranging peer review where required;
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3 CHARGES

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- 3.2 The Sponsor shall purchase the minimum quantity of the Supplement specified in the Schedule to this Agreement.
- 3.3 Payment is due within 30 days of the due date
- 3.4 The Charges in this Agreement are exclusive of any separate charges which may be payable by the Sponsor to the Editor and/or the Society in respect of the Supplement.
- 3.5 The Charges are exclusive of any value added tax which may be payable on the sums specified.

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- 4.1 Without prejudice to any right or remedy either party may have against the other for breach or non-performance of this Agreement, each party shall have the right to terminate this Agreement by notice in writing to the other party with immediate effect if:
 - 4.1.1 the other party commits a material breach of the terms of this Agreement or, in the case of any such breach capable of remedy, fails to remedy or repeats such breach after receiving written notice from the party seeking to terminate the Agreement to remedy it within a period of at least 30 days;
 - 4.1.2 an order is made or resolution passed for the winding-up or bankruptcy of the other party, any distress or execution is levied on any of its property or effects, a receiver is appointed over any of its assets, the other party compounds or makes any voluntary arrangement with its creditors or any class thereof, or the other party is dissolved or otherwise ceases to exist, or such dissolution or ceasing to exist is imminent, or the other party ceases its usual business operations.
- 4.2 Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the parties accruing up to the date of termination.

5 GENERAL

- 5.1 Neither party hereto shall have any right without the written consent of the other to make any representations for the other party or to assume or create any obligation or liability on behalf of or in the name of the other party, save as expressly provided in this Agreement. Neither this Agreement nor the relationship entered into between the parties shall comprise a partnership.
- 5.2 Neither party hereto shall be entitled to assign this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld).
- 5.3 This Agreement constitutes the entire agreement between the parties in relation to the subject matter hereof and shall supersede all previous communications, representations, agreements or understandings, either oral or written between the parties with respect to the subject matter hereof save that this Clause

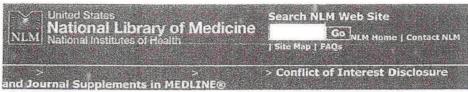


shall not apply to any statement, representation or warranty made fraudulently.

- 5.4 If any term condition or other provision of this Agreement is held to be invalid void or unenforceable or to render this Agreement or any part of it void or unenforceable then that provision shall be severable from the remaining terms conditions and provisions of this Agreement which will continue in force and be construed as if such provision had never been contained in this Agreement.
- 5.5 Neither party shall be liable for any loss damage injury or delay due to any reasonable cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of Government, strikes, lock-outs, fire, lightning, explosion, flood, storm, riot, civil commotion, acts of war, or theft.
- 5.6 This Agreement shall not be amended, varied or supplemented except in writing signed by duly authorised representatives of both parties.
- 5.7 No provision of this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 5.8 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; (ii) If posted to an address in the UK 48 (forty-eight) hours after posting; or (iii) if posted to an address outside of the UK 72 (seventy two) hours after posting. All notices to the Publisher shall be marked for the attention of the Group Legal Director. All notices to the Sponsor shall be marked for the attention of the Sponsor Contact whose details are given in the Schedule.
- 5.9 This Agreement is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English courts.



Appendix 1



Fact Sheet Conflict of Interest Disclosure and Journal Supplements in MEDLINE®

Printer-friendly Version

Journals indexed for MEDLINE® sometimes publish supplements devoted to a specific topic and that may be financed by profit-making organizations or by organizations representing for-profit interests. The supplements may have a guest editor or may be produced outside of the routine editorial and peer review processes of the journal. Citation of these supplements in MEDLINE may give the appearance that for-profit interests have acquired a place in the scholarly literature while working outside of the usual standards for publication that were considered when the journal was approved for indexing in MEDLINE by NLM's Literature Selection Technical Review Committee. Supplements will thus be cited and indexed for MEDLINE only if certain conditions are met.

If a supplement is sponsored by an outside organization, or reports on a conference or other activity that was sponsored by an outside organization, or is devoted to a special topic that is in any way related to a proprietary product, then the articles in the supplement will not be cited and indexed for MEDLINE unless the supplement includes the disclosure information that is described below. An "outside organization" does not include the organization for which the journal is the publishing organ (e.g., the American Academy of Dermatology and the Journal of the American Academy of Dermatology), nor does it include any U.S. or non-U.S. government agency.

Disclosure information must include any financial relationship that each author has with the sponsoring organization and the for-profit interests the organization represents, and with any for-profit product discussed or implied in the text of the article. When there is special or guest editorship for the supplement, then the same disclosure information must appear for each editor. For authors, it is preferable that the disclosure information appear within the paginated text of the article, and not elsewhere in the issue. (Note that for supplements published in 2008 and later, it will be required that author disclosure statements appear within the paginated text of the article.)

The disclosure information must be specific and address any financial relationship the guest editors and authors have with the sponsoring organization and any interests that organization represents, as well as with any for-profit product discussed or implied in the supplement and/or individual articles. Helpful guidelines related to disclosure statements have been published by the International Committee of Medical Journal Editors (see http://www.icmje.org/#conflicts).

This policy will be applied to all supplements or special issues that are separately published by a journal, but may also be applied to special sections or groups of articles within a regularly-numbered issue of a journal if outside sponsorship, guest editorship or



a proprietary product as a topic are indicated. The policy will also apply to supplements containing the proceedings of a conference, congress or other type of meeting sponsored or financed by an outside group.

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