**Analysis Agreement**

**between**

**Národní technická knihovna**

as the Client of the one part

and

**MoreBrains Cooperative Ltd**

as the Provider of the other part

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**Analysis Agreement**

entered into under Sections 2586 ff. and Sections 2358 ff. of Act No. 89/2012 Sb., the Civil Code, as amended

(the “**Agreement**”)

**Parties**

1. **Národní technická knihovna**

state-funded institution established by the Ministry of Education, Youth and Sports

with its registered office at Technická 6/2710, 160 80 Prague 6

ID No.: 61387142

VAT ID: CZ61387142

Represented by: Ing. Martin Svoboda, Director

Data box ID: syd69w9

(the “**Client**”)

and

1. **MoreBrains Cooperative Ltd**

a company incorporated under the laws of England and Wales

with its registered office at Appledram Barns, Birdham Road, Chichester, England, PO20 7EQ, UK

ID No.:

entered in the Commercial Registermaintained byCompanies House, Cardiff, Wales on 5 October 2020

VAT ID: GB382 7370 76

(the “**Provider”)**

(The Client and the Provider are hereinafter jointly referred to as the “**Parties**” and each individually as a “**Party**”)

# Recitals

1. The Client wishes to commission a cost-benefit analysis concerning selected persistent identifiers (“**PIDs**”) in the systems of research institutions and universities in the Czech Republic, as part of the Project CARDS (Czech Academic and Research Discovery Services), project registration number: CZ.02.01.01/00/22\_004/0004342. The analysis will primarily focus on DOIs (for publications and datasets) and ORCID iDs. Any additional PIDs will be identified as part of the determination of the overall analysis methodology. The purpose of the analysis is to independently evaluate and quantify the real benefit of the use of selected PIDs in the Czech **VaVaI** environment (as defined below) and the potential benefit of further expanding the use of PIDs compared to the cost of centralised support for their use, which is part of the CARDS project implemented by the Client.
2. The Client has initiated a procedure outside a public procurement procedure in accordance with the provisions of Section 31 of the PPA for a small-scale public contract within the meaning of § Section 27(a) of the PPA entitled “*Preparation of a cost-benefit analysis of the use of selected persistent identifiers”* (the “**Public Contract**”). The object of the Public Contract is the preparation of a cost-benefit analysis concerning selected persistent identifiers (“PIDs”) in the systems of research institutions and universities in the Czech Republic.
3. On 15 February 2024, the Provider submitted to the Client its tender for the Public Contract (the “**Tender**”), which the Client has assessed as the most economically advantageous from among all evaluated tenders submitted for the Public Contract. The Client has decided to implement the Public Contract via the Provider and the Provider is willing to participate in the implementation in accordance with the terms and conditions set out in this Agreement and the tender terms and conditions of the Public Contract. The provisions of this Agreement must at all times be interpreted in accordance with the terms and conditions of the Public Contract in order to accomplish the purpose of the Public Contract as far as possible.
4. The Provider has familiarised itself with the Client’s plan and has sufficient experience and expertise to provide the Client with the required services, consisting, in particular, in performing a cost-benefit analysis of PIDs and providing accompanying consultations, to the extent and subject to the terms of this Agreement.

# Definitions and interpretation

* 1. The following terms have the meanings defined in this Article 1.1 and are always capitalised in this Agreement:
		1. “**Acceptance Criteria**” means the conditions or characteristics of carrying out the Performance that must be met in order for the Performance deliverable to be accepted by the Client and such Performance deliverable to be carried out, whereby the Acceptance Criteria are set out in:
			1. the body of the Agreement;
			2. **Annex 1** *[Analysis Requirements*];
			3. demonstrable agreement of the Parties; or
			4. if none of the above documents/agreements contain criteria relating to a particular deliverable of the Performance in the above order of priority, then these are the characteristics that the deliverable of the Performance must have to be fully fit for its purpose and the characteristics that are common for such deliverable in the market;
		2. “**Acceptance Procedure**” has the meaning set out in Article 5.1;
		3. “**Acceptance** **Report**” has the meaning set out in Article 5.5
		4. “**Agreement**” means this Agreement entered into between the Parties;
		5. “**Analysis**” has the meaning set out in Article 2.1
		6. “**Civil Code**” means Act No. 89/2012 Sb., the Civil Code, as amended;
		7. “**Client**” has the meaning set out on the cover page of this Agreement;
		8. “**Client’s IT environment**” means, for the purposes of this Agreement, hardware owned by the Client and software in relation to which the Client is the copyright holder, or hardware and software used by the Client under a legal title other than this Agreement (such as a licence);
		9. “**Confidential Information**” has the meaning given in Article 7;
		10. “**Contact Persons**” has the meaning set out in Article 11.1;
		11. “**Copyright Act**” means Act No. 121/2000 Sb., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended;
		12. "**Copyrighted** **Work**” means a work within the meaning of Section 2 of the Copyright Act;
		13. “**Database**” means a database within the meaning of Section 88 of the Copyright Act and any unprotected database;
		14. “**Exclusive Licence”** means an exclusive authorisation (licence and/or sub-licence) to exercise the right to use the Copyrighted Works and to exercise the right to extract and exploit the Databases created to order for the Client, in unlimited scope and in all known forms of use, for any purpose, for the entire term of existence of the author’s economic rights, and to assign (in whole or in part) or grant the rights forming part of the licence (sub-licence) in whole or in part to any third party, including the permission to alter, modify, otherwise interfere with, combine with other works and incorporate them into complete works, or complete such unfinished Copyrighted Works and Databases, including through third parties, in all forms of expression, including machine and source code. The Exclusive Licence also extends to any configurations, modifications, alterations and customisations of the Copyrighted Works and the Databases; and
		15. “**Implementation team**” means persons who have demonstrated to the Client that they meet the requirements for education, professional competence and other prerequisites according to the tender documentation of the Public Contract;
		16. “**Index**” has the meaning set out in Article 3.11;
		17. “**Insolvency Act**” means Act No. 182/2006 Sb., on Bankruptcy and its Resolution (Insolvency Act), as amended;
		18. “**Internal Regulations**” means the occupational health and safety regulations and other internal regulations binding on the Client’s employees, which the Client has demonstrably made known to the Provider;
		19. “**Invoice**” has the meaning set out in Article 3.4;
		20. “**Performance**” means the Analysis and any other performance under this Agreement, in particular performance not expressly stated in the Agreement, but which the Provider, as an expert in the field, knows or should know that is necessary to carry out;
		21. “**Performance Right**” means the right to exercise all economic rights in all Copyrighted Works and Databases created to order for the Client, in all forms of expression, including machine and source code. The Performance Right also applies to any configurations, changes, modifications and customisations of the Copyrighted Works and Databases;
		22. “**Personal Data**” means personal data within the meaning of the Regulation, including special categories of personal data within the meaning of Article 9 of the Regulation and personal data relating to criminal convictions and offences within the meaning of Article 10 of the Regulation;
		23. “**PIDs**” has the meaning given in in Recital (A);
		24. “**PPA**” means Act No. 134/2016 Sb., on Public Procurement, as amended;
		25. “**Price**” has the meaning set out in Article 3.1;
		26. “**Provider**” has the meaning set out on the cover page of this Agreement;
		27. “**Public Contract**” has the meaning given in Recital (B);
		28. “**Regulation**” means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), CELEX: 32016R0679;
		29. “**Schedule**” has the meaning set out in Article 2.2;
		30. “**Stage II Analysis Price**”has meaning in Article 3.11;
		31. “**VAT**” means value added tax within the meaning of the VAT Act;
		32. “**VAT Act**” means Act No. 235/2004 Sb., on Value Added Tax, as amended;
		33. “**VaVaI”** means information system designed for searching the publicly accessible data of the research, experimental development and innovation information system;
	2. The interpretation of this Agreement is governed by the following rules: references to the “Recitals”, “Articles” and “Annexes” will be construed as references to the relevant provisions of the Recitals, Articles and Annexes of this Agreement; terms defined in this Agreement in the plural have the same meaning in the singular and vice versa; references to “days” are references to calendar days; references to “business days” are references to any day other than Saturday and Sunday and days on which a public holiday or other holiday falls under the applicable and effective laws of the Czech Republic; the term “hard-copy” or “documentary” means a document printed on paper, stapled together in a manner that reduces the possibility of unstapling and bearing the handwritten signatures of the persons acting for each Party; the Annexes to this Agreement form an integral part of this Agreement and references to this Agreement include reference to such Annexes; in the event of a conflict between the body of this Agreement and the Annexes hereto, the body of this Agreement will prevail; headings are used in this Agreement for reference only and have no impact on the interpretation of the provisions of this Agreement.
	3. Subject matter and purpose of the Agreement
	4. The subject matter of the Agreement is the Provider’s obligation to:
		1. prepare for the Client a cost-benefit analysis concerning the selected PIDs in accordance with and subject to the terms set out in this Agreement, in particular, without limitation, in accordance with the terms defined in Article 2 hereof (the “**Analysis**”);
		2. provide the Client or any other person designated by the Client with consultations and other similar services within the agreed scope that may be necessary to fulfil the purpose of the Analysis;
		3. and the Client’s obligation to pay the Provider for the orderly and timely provision of the Performance the agreed Price within the scope and under the terms of this Agreement.
	5. The purpose of this Agreement is to create the Analysis in accordance with the Agreement so that the following can be made without any further condition:
		1. evaluate and quantify the benefits of using PIDs in the VaVaI environment in the Czech Republic;
		2. evaluate the benefits of using PIDs in the future, including in view of the possibilities of expanding the use of PIDs in relation to the costs incurred in supporting the introduction of PIDs, in particular as part of the CARDS project.

# Conditions for the preparation of the Analysis

* 1. The Analysis must constitute a complete, unambiguous and definite basis that can be used, without any further condition, to evaluate the potential, implementation and further use of PIDs in the VaVaI environment, and that is sufficiently detailed, commented and comprehensible to the Client and any third party with appropriate expertise so that the Client or such third party is objectively able to exploit the potential of PIDs, their implementation and support for the Client based solely on the Analysis performed.
	2. The Provider is obliged to carry out the Analysis in two stages in accordance with the schedule set out in **Annex 2***[Schedule*] (the “**Schedule**”). The deliverable of the Analysis is a document or more documents in Czech and English in an editable electronic format and in a non-editable electronic copy.
	3. As part of the Analysis, the Provider must fulfil and process the items of the Analysis required by the Client according to **Annex** **1** *[Analysis Requirements],* providing that at each stage of the Analysis, the Provider will first prepare and pass on to the Client for the Acceptance Procedure a draft methodology for the Analysis, based on which the Provider will prepare the Analysis, and which must be included in the Analysis and must be prepared in accordance with, to the extent and subject to the terms of this Agreement and **Annex 1** [*Analysis Requirements*].
	4. The Analysis must be prepared in accordance with:
		1. this Agreement; and
		2. **Annex 1** [*Analysis Requirements*]; and

so that the Analysis is created in accordance with all applicable legal regulations and so that the Client or any third party is able to implement based on the Analysis future plans and strategies regarding the support of PIDs on the basis of the above documents. The content of individual documents must be interpreted in correlation so as to avoid inconsistencies among the documents. If a discrepancy is of a material nature (i.e. the Analysis cannot be performed properly), the Provider is obliged to notify the Client in writing accordingly and, at the Client’s request, enter into negotiations with the Client, which will result in a further possible course of action that must at all times be advantageous to the Client and protect its financial interests.

* 1. If **Annex 1** [*Analysis Requirements*] is modified before the completion of the Analysis, the Client will promptly provide the modified version to the Provider, and the Parties will agree to enter into an amendment reflecting this modification in terms of content and any changes to the Price (a modification of **Annex 1** *[Analysis Requirements*] may only be proposed by the Client).

# Price of the Performance

* 1. The Client undertakes to pay the Provider for the orderly provided Performance the price of **EUR** **65,000 (in words: sixty-five thousand euros) excl. VAT** (the “**Price**”).
	2. The Price is set as the maximum possible amount that must not be exceeded, unless otherwise provided in this Agreement. VAT will apply in accordance with the laws valid and effective on the date of the taxable supply.
	3. The Price will be paid in four (4) instalments as follows:
		1. an advance payment of **EUR** **13,000, A MAXIMUM OF 20% (in words: thirteen thousand euros) of the total Price excl. VAT**, providing the right to this advance payment, and thus the issue of the relevant advance invoice to the Provider, arises after the signing of the Acceptance Report for the draft methodology of the Analysis during Stage I of the Analysis;
		2. a payment of **EUR 19,500, A MAXIMUM OF 30% (in words: nineteen thousand, five hundred euros) of the total Price excl. VAT**, providing that the right to this payment, and thus the issue of the relevant Invoice to the Provider, arises after the signing of the Acceptance Report for the final deliverables of the Analysis at the end of Stage I of the Analysis;
		3. an advance payment of **EUR** **13,000, A MAXIMUM OF 20% (in words: thirteen thousand euros) of the total Price excl. VAT**, providing that the right to this advance payment, and thus the issue of the relevant advance invoice to the Provider, arises after the signing of the Acceptance Report for the draft methodology of the Analysis during Stage II of the Analysis;
		4. a payment of **EUR** **19,500, A MAXIMUM OF 30% (in words: nineteen thousand, five hundred euros) of the total Prices excl. VAT**, whereby the right to this payment, and thus the issue of the relevant Invoice to the Provider, arises after the signing of the Acceptance Report of the final deliverables of the Analysis at the end of Stage II of the Analysis.
	4. The Price or a part thereof and any other payments arising from the Agreement will be paid against of a tax document (an invoice) that must contain information in accordance with Section 29 of the VAT Act, Section 435 of the Civil Code, the identification of this Agreement and other essential elements set out in this Agreement (the “**Invoice**”). In addition to the statutory information, the Invoice must also contain the CARDS project registration number.
	5. The Price or a part thereof will be paid directly to the Provider’s bank account specified on the Invoice or to another bank account of the Provider published by the tax administration, which will be notified in writing to the Client later and stated on the Invoice. Each Invoice will be due and payable within thirty (30) days of delivery. The Invoice will be sent in electronic form to the following e-mail address faktury@techlib.cz and, at the same time, to the e-mail address of the Client’s Contact Person. If the payment date falls on a day that is not a business day, the payment date will move to the next business day.
	6. The Provider is obliged to issue an Invoice and deliver it to the Client no later than within fifteen (15) days after the date on which the Provider has become entitled to the payment of the relevant part of the Price, i.e. after the relevant payment milestones for the Analysis have been met.
	7. The original of each Invoice, with the exception of the advance Invoice, must be accompanied by copies of all relevant Acceptance Reports or any other confirmations signed by the Client.
	8. Throughout the payment period of the Invoice, the Client will be entitled to assess whether the Invoice has been issued without errors (fulfils the terms of the Agreement) and complies with all of the requirements of a tax document within the meaning of the laws of the Czech Republic and to return the Invoice, even more than once, if it has not been issued without errors or does not fulfil all of the requirements of a tax document within the meaning of applicable laws of the Czech Republic or if it is not accompanied by the documents under Article 3.7. The return of such Invoice will render interrupted the payment period and the period for assessing the correctness of the Invoice, and a new period will begin to run following delivery of a corrected Invoice.
	9. If the Provider acquires the status of an unreliable taxpayer under Section 106a of the VAT Act during the term of the contractual relationship established by this Agreement by a tax authority’s decision, the Client will pay the value added tax on the supply provided – under Section 109a of the VAT Act – directly to the competent tax authority in lieu of the Provider and subsequently pay to the Provide the Price reduced by the tax so paid. The Provider undertakes to state on the Invoice the account published by the tax authority in a manner allowing remote access. If the Invoice issued by the Provider contains an account other than the account specified in the preceding sentence, the Client is entitled to send the Invoice back to the Provider for correction due to its incorrectness in accordance with the procedure set out in Article 3.8.
	10. The Parties agree that the Price includes all activities that are the subject matter of this Agreement, the fee for the grant of the licence under Article 6 *(Copyright*), as well as cost and expenses that the Provider will or may incur in connection with the provision of the Performance. The Parties agree that no advances of any kind will be made for the purpose of providing the Performance unless expressly provided for in this Agreement.

Inflation clause

* 1. In view of the schedule of Stage II of the Analysis, the Parties agree that the Provider will be entitled, with effect from the commencement of Stage II of the Analysis, to increase portions of the Price under Article 1.1(c)1.1(d) of the Agreement (the “**Stage** **II Analysis Price**”) in the manner set out below based on the Consumer Price Index published annually by Eurostat for the previous calendar year as the “Harmonised Index of Consumer Prices” for the European Union (the "**Index**").
	2. The Stage II Analysis Price will be increased by the percentage corresponding to the positive value of the Index valid on the date of commencement of Stage II of the Analysis. However, if the published value of the Index is higher than 5%, the percentage by which the Stage II Analysis Price may be increased is capped at 5%. (Example: If the Index is announced at 7%, the Stage II Analysis Price may be increased by 5%.) If the Index published by Eurostat is a negative value, for the purposes of this clause, the Stage II Analysis Price will not be reduced in any way.
	3. The Provider will notify the Client of the new amount of the Stage II Analysis Price by means of a written request no later than within one (1) month of the publication of the data under Article 3.11 of the Agreement by Eurostat. If the Provider fails to fulfil this obligation by the deadline, its right to increase the Stage II Analysis Price under this clause will extinguish.
	4. In the event of an adjustment to the Stage II Analysis Price under this clause, it is not necessary to enter into an amendment to the Agreement between the Parties and a written notice of the amended Stage II Analysis Price sent by the Provider to the Client will be sufficient.
	5. Should Eurostat cease to publish the Index during the term of this Agreement, or should Eurostat’s powers be transferred to another authority, the Parties undertake to act in good faith to enter into an amendment to this Agreement to replace the Index with a similar index as soon as possible after such an event. A similar index is deemed to mean an index that is announced by a generally recognised authority or by an authority to which Eurostat has transferred its powers, relates to a similar subject in terms of the matter, is based on similar principles and the annual average growth of such an index (both for the previous period and expected in the future) is as close as possible to the Index being replaced.

Currency clause for price charged in CZK

* 1. If the Czech Republic joins the Eurozone and adopts the euro as its official currency, the part of the Price to which the Provider becomes entitled after the adoption of the Euro as the official currency of the Czech Republic will be converted to euros according to the official foreign exchange market rate for CZK/EUR published by the Czech National Bank on the day on which the Provider becomes entitled to the relevant part of the Price.
	2. If the foreign exchange market rate for CZK/EUR is equal to or lower than CZK 23.50 / EUR 1 on the designated conversion date, the conversion rate of CZK 23.50 / EUR 1 EUR will be applied. However, the maximum possible total amount of the Price after such conversion may not exceed CZK 2,000,000, or the corresponding amount in EUR converted according to the official foreign exchange market rate for CZK/EUR published by the Czech National Bank on the designated conversion date.

# Other terms of provision of the Performance

* 1. The Provider is obliged to:
		1. carry out the Performance using the knowledge and care that can be expected of a Provider who has all the required knowledge and the latest relevant experience available with performing analyses in the fields of research, development and innovation or academia, academic publishing, reporting of scientific results or persistent identifiers;
		2. carry out the Performance in an objective, impartial and professional manner, uninfluenced by any particular commercial interest of the Provider or any member of the Implementation Team or staff, without any relation to the receipt of any remuneration in connection with the performance of this Agreement from any person other than the Client;
		3. perform the activities in accordance with the Agreement and the instructions of the Client or its Contact Persons. In performing the Agreement, the Provider must comply with generally binding legal regulations, proceed according to the agreed scope of performance, deliver its deliverables on time and in adequate quality, and must not disrupt the Client’s operations in the performance of its obligations and must comply with the Client’s Internal Regulations if the performance is provided on the Client’s premises;
		4. regularly consult the Client about the implementation of the Analysis, as agreed by the Parties. The Parties agree to provide each other with all possible assistance in connection with any Performance;
		5. immediately notify the Client in writing of any obstacles that prevent the performance of the subject matter of the Agreement and the performance of other activities related to the performance of the subject matter of the Agreement, which the Provider has discovered or should and could have discovered in the exercise of due professional care; if the Provider fails to do so, the Provider will be liable for any damage incurred;
		6. enable audits performed by the Ministry of Education, Youth and Sports of the Czech Republic and to provide all necessary assistance thereto, even after the termination of this Agreement, without entitlement to any fee or compensation in excess of the Price paid under this Agreement. The Provider is obliged to contractually bind all of its potential subcontractors to provide assistance at least to the same extent;
		7. The Provider is be obliged to carry out the Performance exclusively through members of the Implementation Team or employees of the Provider; the Provider may use third parties (subcontractors), which are deemed to mean any third-party implementing subcontracts for the Provider in connection with this Agreement, only with the prior written consent of the Client.
	2. All persons, including subcontractors, used by the Provider for its activities under this Agreement must meet all the prerequisites required for such activities by applicable laws, must have a clean record of criminal convictions and must be fully aware of the consequences of potential corporate criminal liability.
	3. Any change in the composition of the Implementation Team or in the person of a subcontractor approved by the Client in accordance with this Agreement is subject to the prior written approval of the Client.
	4. The Client is obliged to:
		1. provide the Provider with electricity and internet connection or other necessary items by prior agreement of the Parties if the performance under this Agreement is provided on the Client’s premises. Unless the Parties agree otherwise, the Client is not obliged to provide the Provider with any SW or HW beyond the Client’s IT Environment;
		2. inform the Provider in a timely manner of any organisational changes, findings from audit activities, or other events relevant to the Performance.

# Acceptance Procedure

* 1. General rules for the Acceptance Procedure. The handover and acceptance of the Performance and its individual parts and deliverables will take place on the basis of the acceptance procedure described in this Article 5 *(Acceptance Procedure*), i.e. by gradual acceptance processes and the signing of the Acceptance Report for the Performance or parts and deliverables thereof (the “**Acceptance Procedure**”). The Client is entitled to determine for a specific case that a certain part of the Performance or its deliverables will not be subject to the Acceptance Procedure.
	2. The Acceptance Procedure includes comparison of the actual characteristics of the Performance, or its parts and deliverables, with the relevant specification according to this Agreement, its annexes and the Acceptance Criteria.
	3. For the successful implementation and completion of the Acceptance Procedure, the following Acceptance Criteria, including the following outputs and activities, must be met separately in each stage of the Analysis:
		1. the development of a draft methodology for conducting the Analysis;
		2. the creation of structured data that was used for the Analysis including documentation and a database of contacts of the institutions with which the Provider will be in contact for the purpose of carrying out the Analysis;
		3. the preparation of documentation on the methodology employed to carry out the Analysis prepared in such a way that the results of the Analysis can be verified by a third party and the Analysis can be reproduced;
		4. the preparation of textual documentation of the Analysis in Czech and English;
		5. the presentation of the results of the Analysis to the Client’s senior management in Czech or English.
	4. The Performance, or any of its parts and deliverables subject to the Acceptance Procedure, will be implemented by successful completion of the Acceptance Procedure (i.e. by marking “**Accepted**” in the Acceptance Report); in the case of the Performance as a whole, by successful completion of the Acceptance Procedure for the Performance as a whole. Each of the deliverables according to the Acceptance Criteria is subject to a separate Acceptance Procedure, unless otherwise decided by the Client at least by e-mail. The Acceptance Procedure for the Performance as a whole is initiated by the commencement of the Acceptance Procedure of the first part of the Performance and closes with the signing of the Acceptance Report after the completion of the Acceptance Procedure of the last part of the Performance.
	5. After the Acceptance Procedure is completed, the Client and the Provider undertake to sign the relevant written report confirming the implementation of the Performance, or a part thereof, which the Provider is obliged to prepare (the “**Acceptance Report**”), the template of which is attached as **Annex 4** hereto. The Acceptance Report must contain in particular (i) the specification of the Performance, or a part thereof, subject to the relevant Acceptance Procedure; (ii) the relevant deliverables and the performance of activities according to the Acceptance Criteria; and (iii) other information and documents necessary for undertaking the Acceptance Procedure of the relevant Performance or a part thereof. Where possible, the Provider undertakes to submit the Acceptance Report on the day of the commencement of the Acceptance Procedure, i.e. at the moment of handing over the relevant Performance, or a part or deliverable thereof, to the Client for the Acceptance Procedure.
	6. The Client is obliged to sign the Acceptance Report and approve the relevant Performance or a part thereof within twenty (20) business days of verifying the quality of the Performance or a part thereof as part of the Acceptance Procedure, or to notify the Provider of any defects in the Performance or a part thereof that prevent its acceptance and performance. If the Acceptance Criteria are met, the Client is obliged to mark “**Accepted**” in the Acceptance Report. In the event of failure to meet the Acceptance Criteria, the Client will mark “**Not accepted**” in the Acceptance report and indicate all the Acceptance Criteria that it considers to be unfulfilled, stating the reasons for the failure; in such a case, the Client will be entitled to set reasonable deadlines for the Provider in the Acceptance Report for the remedy of the defects identified, and the Acceptance Procedure for the unaccepted Performance, or a part thereof, will be repeated after the defects are remedied no later than by the deadline set by the Client.
	7. By signing the Acceptance Report and marking “**Accepted**” therein, the relevant part of the Performance will be accepted, performed and completed. Acceptance or takeover of the Performance for the Acceptance Procedure is without prejudice to the Client’s claims arising from liability for defects.
	8. If the deliverables of the Performance, or parts thereof, are documents, and unless otherwise specified by the Client at least by email, the Acceptance Procedure for such documents will take place as follows:
		1. The Provider undertakes to consult the implementation of deliverables with the Client on an ongoing basis before the commencement of the Acceptance Procedure and to provide the Client with up-to-date working versions of documents or other deliverables that the Provider is obliged to submit to the Client on an ongoing basis. The Client undertakes to provide the Provider with the necessary assistance during ongoing consultations and to comment on the Provider’s ongoing deliverables in a relevant and factual manner to a reasonable extent. For the avoidance of doubt, however, the Parties state that the Client’s involvement under the preceding sentence has only the nature of assistance, and the Client is not obliged to independently change, rewrite or copy the Provider’s outputs;
		2. The Provider undertakes to hand over the first version of the document to the Client, including the related Acceptance Report, so that its execution and acceptance can take place by the deadline set out in the Schedule or within the period specified by agreement of the Parties and, if not specified, so that the Acceptance Procedure can be completed in time. On the date of sending the first version of the document to the Client’s Contact Person, the Acceptance Procedure of the respective document will be initiated without the need for prior notice.

# Copyright

* 1. At the moment of creation of a Copyrighted Work or Database contained in the Performance, the Provider assigns the Performance Right to the Client and the Client accepts the Performance Right. These provisions will also apply to all subsequent versions (updates) of such Copyrighted Works and Databases and to all development phases of the Copyrighted Works and Databases from the time of their creation.
	2. The fee for the assignment of the Performance Right is included in the Price. The Client is not obliged to exercise the Performance Right.
	3. Licences to Copyrighted Works and Databases made to order. If the assignment of the Performance Right under Article 6.1 turns out to be invalid, even in part, or objectively unenforceable for the Provider, even with the making of every effort, the Provider will grant the Client an Exclusive Licence to the extent of such invalidity or unenforceability (without prejudice to the Client’s claims arising out of the defect of such invalid assignment of the Performance Right). The fee for the Exclusive Licence is included in the Price.
	4. The Provider represents that the legitimate interests of the author cannot be substantially adversely affected by the Client’s failure to use the Exclusive Licence at all or in part. Notwithstanding the foregoing, the Parties hereby agree that the Provider’s right of withdrawal under Section 2378 of the Civil Code may not be exercised by the Provider before the expiry of ten (10) years from the grant of the Exclusive Licence.
	5. Grant of an Exclusive Licence by a third party. For all cases in which the Provider cannot, for objective reasons beyond its control, grant the Client an authorisation within the scope of the Exclusive Licence to a Copyrighted Work or Database created for the Client as part of the Performance, or a part thereof, or an individual deliverable, the Provider will ensure that a third party who exercises economic rights to the relevant Copyrighted Work, or rights of the maker of a Database, will grant the Client an Exclusive Licence free of charge, so that the relevant authorisation is granted to the Client in writing no later than on the date of handover of the relevant deliverable of the Performance, which includes the Copyrighted Work or the Database for the Acceptance Procedure. If, for objective reasons, it is not possible to grant an Exclusive Licence, the Provider will ensure the grant of a non-exclusive licence. If the Client is not presented with a written authorisation by a third party under the preceding sentence on the date of handover of such Performance or its deliverable, it will mean that the relevant authorisations have been granted to the Client by the Provider under the preceding Articles of the Agreement.
	6. General provisions regarding the authorisations granted.For the avoidance of doubt, the Provider further represents and undertakes to ensure in relation to the assigned Performance Right and the granted Exclusive Licence and/or the non-exclusive licence that:
		1. the Client will be entitled to, among other things, (i) alter, examine, reverse engineer, disassemble, compile or otherwise modify or translate any Copyrighted Works and Databases, their titles, author designations and any other information relating to the designation of the relevant Copyrighted Works and Databases; (ii) combine or use any Copyrighted Works and Databases with any other works, material, products or other intellectual property items and to include any Copyrighted Works and Databases in any collective works; (iii) disseminate, rent, loan, display, communicate to the public and otherwise use any and all Copyrighted Works and Databases without being obligated to state the author of any relevant Copyrighted Works; and (iv) exercise, in its own name and on its own account, the Performance Right and the Exclusive Licence to the extent provided in this Agreement in respect of all Copyrighted Works and Databases.
		2. The Performance Right and the Exclusive Licence are freely assignable to other persons. The Provider grants its express consent to any further assignments of the Performance Right and the Exclusive Licence and represents that no further consent of the Provider or other third parties is required for such assignments.
	7. The Provider represents that, with respect to the nature of the proceeds from the authorisations granted under this Article 6 *(Copyrights*), the conditions for the application of the provisions of Section 2374 of the Civil Code cannot arise, i.e. that the remuneration for the grant thereof cannot be in apparent disproportion to the profit from the use of such authorisations and the importance of the relevant Copyrighted Work for the achievement of such profit. The Client is not obliged to use any of the granted authorisations.
	8. The Parties agree that if it becomes necessary or advisable for any reason to determine the amount of the fee for the grant of the authorisation under this Article 6 *(Copyright*), then the Parties represent that the fee will be ten percent (10%) of the Price attributable to the relevant Performance.
	9. In the event of a breach of the obligation under this Article 6 *(Copyright*) by the Provider, the Provider will be obliged to indemnify the Client against all damage incurred, including the costs of legal representation in any litigation.
	10. The Provider is obliged to carry out all Performance without legal defects. In all cases, the Provider is liable for any infringement of third-party intellectual property rights by the Client as a result of the proper use of all deliverables under this Agreement. If any third party exercises a right to any deliverable under this Agreement, the Provider undertakes to indemnify the Client for any damage caused thereby, as well as for the costs incurred in defending the Client’s rights. In such a case, the Provider further undertakes to provide the Client with all possible assistance to protect the Client’s rights at its own expense.

# Confidential information

* 1. The Parties are obliged to keep confidential all information they become aware of in the context of the execution and performance of this Agreement, and any information, materials, files and any other documents they disclose to each other or otherwise arise from the performance of the Agreement (“**Confidential Information**”). For the purposes of this Agreement, Confidential Information will be considered a trade secret of the Parties under Section 504 of the Civil Code. This is without prejudice to the obligations of the Parties set out in generally binding legal regulations for the treatment of information designated as confidential by such regulations.
	2. The Parties have agreed not to disclose Confidential Information to any third party and to adopt measures to prevent access to the Confidential information by third parties. The provision of the preceding sentence does not apply to Confidential Information that:
		1. is publicly known at the time of disclosure;
		2. has become or will become generally known or available other than through a breach of obligations of the Parties, its subcontractors, advisers or consultants arising from this Agreement;
		3. has been disclosed on the basis of an obligation imposed by generally binding laws or on the basis of a final court decision or a final decision of state administration authorities;
		4. to the disclosure of which the other Party has granted its express written consent.
	3. The Provider is entitled to disclose Confidential Information to third parties that will be used for the performance of its obligations under this Agreement. The Client is entitled to disclose the Copyrighted Works and Databases and to allow their use to third parties, if appropriate for the use of its authorisations under Article 6 *(Copyright*). If the Provider uses any third parties to perform its obligations and makes them aware of the Confidential Information, the Provider must ensure that such persons comply with the rules for the protection of Confidential Information at least to the extent to which the Confidential Information is protected under this Agreement; otherwise the Provider will be liable for any damage arising in connection with a breach of the obligation under this Article 7 *(Confidential Information*).
	4. If a Party becomes aware that the Confidential Information has been or may be disclosed or acquired by an unauthorised person, it undertakes to immediately inform the other Party accordingly and to take all steps necessary to prevent the occurrence of damage or to limit the damage to the maximum extent possible, unless the Parties agree otherwise.
	5. The Provider is entitled to include a reference to the subject matter of this Agreement in reference documents, including the Client’s name and logo. The Provider will take into account the Client’s reputation when including the references and will not disclose more than is strictly necessary to describe the subject matter of the performance of this Agreement.

# Personal data protection

* 1. If the data to which the Provider gains access in connection with the Performance have the nature of Personal Data, the Provider is obliged to inform the Client accordingly, adopt all measures to prevent unauthorised or accidental access to, alteration, destruction or loss, unauthorised transfer or any other misuse of such Personal Data, and, enter into an agreement with the Client for the processing of Personal Data in accordance with the requirements of the Regulation or any other applicable regulations at the Client’s request within ten (10) business days.

# Rights from defective performance

* 1. The Provider grants the Client a warranty for the quality of the Analysis and all of its parts for a period of two (2) years from the date of execution and acceptance of the entire Analysis, i.e. for both its stages in accordance with this Agreement. The Provider will be liable for obvious, latent and legal defects in the Analysis at the time of acceptance by the Client, as well as for those that occur during the warranty period under this Article 9.1, and undertakes, in addition to other claims of the Client, to remedy them free of charge and without delay. Any inaccuracy, lack of clarity or factual incorrectness that would cause the Analysis to be inconsistent with the Agreement and its Annexes, in particular **Annex 1** *[Analysis Requirements*], will also be considered a defect (beyond the scope of the Civil Code).
	2. The Provider is responsible for the formal, economic and factual accuracy of the Analysis. The Provider is not liable for defects if they were caused by intervention in the Analysis by the Client or a person authorised by the Client after completion. The Client is obliged to report to the Provider the occurrence of a defect at any time during the warranty period under Article 9.1 in writing or by e-mail, specifying the defects identified of and the preferred method of remedy of such defects.
	3. Rights from defective performance do not exclude the Client’s claim for damages under Article 10 *(Liability for Damage)*.

# Liability for damage

* 1. The term “damage” means, at all times, damage to property within the meaning of Section 2894(1) of the Civil Code and also, at all times, non-pecuniary harm within the meaning of Section 2894(2) of the Civil Code (the Parties hereby expressly agree on the obligation of the Parties to compensate for non-pecuniary harm in cases of breach of obligations under this Agreement).
	2. Each Party is obliged indemnify the other Party for damage caused by its breach of this Agreement in accordance with generally binding laws and this Agreement. Any damage will be compensated in cash.
	3. The Provider acknowledges that if the Provider fails to notify the Client of any imminent or incurred damage and fails to enable the Client to take action to prevent or mitigate the damage, the Client will have a right to compensation against the Provider for the damage incurred by the Client.
	4. The Provider will indemnify the Client for any damage resulting from the loss of or damage to data as a consequence of the Provider's activities, including recourse compensation for any adjudicated third-party claims against the Client. This does not apply if the consequences in question were caused solely by the activities of the Client or persons authorised by the Clients or other providers of the Client.
	5. Neither Party is obliged to compensate for any damage incurred by the other Party in connection with the performance of this Agreement, if such damage is caused by circumstances excluding the obligation to compensate for damage within the meaning of Section 2913(2) of the Civil Code. If a Party is prevented from fulfilling its obligations due to the existence of a circumstance excluding the obligation to compensate for damage, that Party is obliged to notify the other Party thereof without undue delay.
	6. However, circumstances arising from the personal or economic circumstances of the breaching Party, as well as obstacles to performance which the Party was obliged to overcome or remove under this Agreement, trade usage or generally binding legal regulations, and circumstances which only became apparent at a time when the breaching Party was already in default, shall not be considered as circumstances excluding the obligation to compensate for damage.

# Communication between the Parties, Contact Persons

* 1. All communications between the Parties under this Agreement will be made via the contact persons or their designated representatives as listed in **Annex 3** [*Contact Persons*] (“**Contact Persons**”). For the avoidance of doubt, the Parties agree that the Client’s Contact Person, or his/her representative, is in particular authorised to send instructions to the Provider on behalf of the Client regarding the performance of the Analysis, to give instructions to the Provider for the proper performance of its obligations and for all communication with the Provider; the Provider’s Contact Person, or his/her representative, is authorised to act to a similar extent.
	2. The content of **Annex 3** [*Contact Persons*] may be changed by the Parties without the need to enter into an amendment to this Agreement by written notice of a change to **Annex 3** [*Contact Persons*] delivered to the other Party, including by electronic communication.

# Penalty arrangements

* 1. The Parties agree on the following contractual penalties:
		1. if a Party breaches the confidentiality obligation under Article 7 *(Confidential Information*), the other Party will be entitled to payment of a contractual penalty of [EUR 4,000 (in words: four thousand euros) / CZK 100,000 (in words: one hundred thousand Czech crowns)] for each individual breach;
		2. if the Provider breaches its obligation to perform the Analysis in accordance with Article 2.1 or Article 2.3, the Client will be entitled to demand from the Provider the payment of a contractual penalty of [EUR 4,000 (in words: four thousand euros) / CZK 100,000 (in words: one hundred Czech crowns)], for each individual breach of the said obligation;
		3. if the Provider breaches its obligation to perform the Analysis in a proper and timely manner according to the Schedule, the Client is entitled to demand from the Provider the payment a contractual penalty of [EUR 40 (in words: forty euros) / CZK 1,000 (in words: one thousand Czech crowns)] for each day of delay until the proper fulfilment of this obligation.
	2. Payment of contractual penalties under this Agreement is without prejudice to the right of the Parties to damages in full.
	3. The contractual penalty shall be due and payable within fourteen (14) days of the date of delivery of the written request for payment. The Client is entitled to set off the claim for payment of the contractual penalty against the Provider's claim for payment of the Price or any part thereof even before the expiry of the due date of the relevant contractual penalty.

# Effect and termination

* 1. Effect. This Agreement comes into force on the date of signing by the last of the Parties. This Agreement comes into effect on the date of its publication in the Register of Contracts under Act No.340/2015 Sb., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Contracts Register), as amended. Publication in the Register of Contracts will be ensured by the Client.
	2. Termination of the contractual relationship. The contractual relationship established by this Agreement will terminate by written agreement of the Parties or by withdrawal from the Agreement in documentary form in the cases specified below in this Agreement.
	3. The Parties agree that if the Client becomes entitled to withdraw from this Agreement, it may, at its option, withdraw from the Agreement in its entirety or only from a part of the Performance specified by the Client. The Parties agree to exclude the application of Section 1978(2) of the Civil Code, which provides that the lapse of a grace period determined for performance may result in the withdrawal from the agreement without any further condition. The Provider will not have the right to withdraw from this Agreement in the event of improper orders by the Client or the provision of improper items by the Client under Section 2595 of the Civil Code.
	4. Withdrawal from the Agreement by the Client. The Client is entitled to withdraw from this Agreement if:
		1. the Provider is in delay with any part of the Performance for more than thirty (30) days and fails to remedy the delay within fourteen (14) days of receipt of the Client’s written notice of the delay;
		2. the Provider is in default on any part of the Performance for more than two (2) months, even without the need to send a prior notice;
		3. any of the cases provided for by law, and in particular in cases of a material breach of the Provider’s obligations set out in this Agreement, which are deemed to mean, in particular, without limitation, that the Provider is repeatedly in default on the Performance or a part thereof or in breach of confidentiality of the Confidential Information;
		4. the Provider breaches any of its obligations under this Agreement in a manner other than material and fails to remedy the breach within thirty (30) days of receipt of written notice from the Client.
	5. Withdrawal from the Agreement by the Provider. The Provider is entitled to withdraw from this Agreement only in the event of a material breach if:
		1. the Client has failed to pay any amount due for the Performance, i.e. the Price, under this Agreement as and when due and has failed to remedy such breach within sixty (60) daysof receipt of a written request for remedy; or
		2. the Client breaches any other obligation under this Agreement in a material manner and fails to remedy the breach within forty (40) daysof receipt of a written request for remedy.
	6. Either Party may withdraw from this Agreement if:
		1. the other Party files an insolvency petition as a debtor within the meaning of Section 98 of the Insolvency Act, or the insolvency court does not rule on the insolvency petition against the Party within six (6) months of the commencement of the insolvency proceedings, or the insolvency court issues a bankruptcy decision regarding the Party within the meaning of Section 136 of the Insolvency Act;
		2. a decision is made to dissolve the other Party, either compulsorily or voluntarily (except in the case of a merger or consolidation); and
		3. the circumstance excluding the obligation to compensate for damage of either Party continues for more than sixty (60) days.
	7. The Provider is not entitled to withdraw from this Agreement in relation to the part of the Performance which has already been paid to the Provider by the Client.
	8. Surviving provisions. The Parties agree that the following provisions of this Agreement survive the termination of this Agreement by any of the methods set out herein and remain in full force and effect: Article 6 *(Copyright*), Article 7 *(Confidential Information*), Article 9 *(Rights from Defective Performance*), Article 10 *(Liability for Damage*), Article 11 *(Communication between the Parties, Contact Persons*), Article 12 *(Penalty Arrangements*), Article 13 *(Effect and Termination*), Article 14 *(Governing law and dispute resolution*) and the provisions of this Article 13.8.

# Governing law and dispute resolution

* 1. The Agreement will be governed by and construed in accordance with the laws of the Czech Republic, in particular the Civil Code. The Parties agree that trade usage will not take precedence over any provision of law, even those provisions of law which do not have coercive effect.
	2. The Parties agree to resolve any disputes that may arise between them in connection with the performance or interpretation of this Agreement by negotiation and mutual agreement. If a relevant dispute cannot be resolved within thirty (30) days of the date of occurrence, the dispute may be referred by either Party to a court having subject-matter and local jurisdiction. The Parties hereby agree upon the local jurisdiction of the Client’s general court.

# Final provisions

* 1. This Agreement may only be amended or cancelled in documentary form, and in the case of changes to the Agreement, by numbered amendments that must be signed by all Parties. The exception is the situation under Article 11.2.
	2. If any provision of this Agreement is or becomes putative, invalid or unenforceable, the validity and enforceability of the remaining provisions this Agreement will not be affected. The Parties agree to replace the putative, invalid or unenforceable provision with a new provision, the wording of which is consistent with the intent expressed in the original provision and this Agreement as a whole.
	3. For the purpose of entering into this Agreement and any amendments hereto, the Parties exclude entering into a contractual obligation in the absence of full consensus of the wills of the Parties. The Provider acknowledges that all clauses contained in this Agreement are understandable to it, are not disadvantageous to it, and the Agreement does not deviate from the usual terms and conditions negotiated in similar cases.
	4. The Provider is not entitled to assign the Agreement or any of its claims against the Client under the Agreement to a third party without the prior written consent of the Client. Any set-off of the Provider’s claims against the Client’s claims may only be made with the prior written consent of the Client. The Client is entitled to assign the Agreement or any of its claims against the Provider under the Agreement to a third party without the Provider’s prior consent. The Client is entitled to set off any of its claims against the Provider’s claims without the Provider’s prior consent.
	5. If either Party overlooks or excuses any default, breach, delay or failure to perform any obligation arising from this Agreement, such act will not constitute a waiver of such obligation in respect of any continuing or subsequent default, breach, or failure to perform, and no such waiver will be deemed effective unless given in writing in each individual case.
	6. The Parties declare that no legal, administrative or arbitration proceedings are currently pending or imminent against them or their property which could have a material adverse effect on their business, obligations, property or the proper performance of the Agreement.
	7. The Parties hereby expressly exclude the application of the provisions of Sections 1740(3), 1799 and 1800 of the Civil Code to the Agreement. The Provider assumes the risk of a change in circumstances within the meaning of Sections 1765(2) and 2620(2) of the Civil Code.
	8. The Parties agree that the Agreement is signed only in electronic form, namely in Czech and English. In the event of any discrepancy between the language versions, the Czech language version will prevail.
	9. The following annexes form an integral part of this Agreement:
		1. **Annex 1**: Analysis Requirements
		2. **Annex 2**: Schedule
		3. **Annex 3**: Contact Persons
		4. **Annex 4:** Acceptance Report Template

**The Parties hereby expressly declare that this Agreement is made as a free act and deed, in witness whereof they affix their signatures below.**

|  |  |
| --- | --- |
| **for Národní technická knihovna**  | **for MoreBrains Cooperative Ltd** |
| Place: Prague, CZDate: according to the electronic signature | Place: Chichester, UKDate: according to the electronic signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Title: | Name: Title:  |

# ANNEX 1

**ANALYSIS REQUIREMENTS**

1. **ANALYSIS REQUIREMENTS**
	1. The Analysis must include the activities and deliverables listed below in this Annex. The Analysis and recommendations derived therefrom must be supported by credible data collection / research in accordance with best practice procedures and must be regularly consulted with the relevant Client’s Contact Persons in accordance with this Agreement by agreement of the Parties, but not less than once every two weeks unless otherwise agreed by the Parties.
2. **STAGE I**
	1. Target. Mapping of the initial state of PIDs use in the Czech VaVaI environment at the beginning of the CARDS project, including quantification of the potential to move this initial state to a more effective use of PIDs and their wider implementation in the systems of the institutions concerned.
	2. Desired primary outcome. The primary outcome of the first stage of the Analysis will be to map the level of implementation of selected PIDs in the VaVaI environment in the Czech Republic, specifically at research institutions and universities. The Analysis will also provide recommendations for further support to PIDs after the completion of the CARDS project.
	3. Conclusions of Stage I of the Analysis. The conclusions of Stage I of the Analysis will quantify the potential for effective implementation of PIDs. These conclusions will be taken into account by the Client in the implementation of Key Activity 3 of the CARDS project and applied in cooperation with individual Czech research and academic institutions.
	4. The Provider will carry out the following sub-activities and deliverables as part of the preparation of Stage I of the Analysis:
		1. mapping the Czech VaVaI environment (institutions, projects, Czech research deliverables, VaVaI systems);
		2. initial definition of the analysis questions, proposal for and definition of the methodology, parameters and data collection area;
		3. collecting data on defined parameters of the Czech VaVaI environment and on the level of implementation of PIDs in systems and research institutions;
		4. calculation/analysis of potential savings for the Czech VaVaI environment (both in terms of funds and time), with a more significant expansion of individual PIDs and a higher level of implementation;
		5. analysis of the costs to date and a qualified estimate of the financial costs of supporting work with PIDs for the Czech VaVaI environment in the long term;
		6. comparison of identified costs and potential savings in the VaVaI environment;
		7. checks on /review of data measured and identified;
		8. regular consultations with the Client;
		9. formulation of results, conclusions, risks and recommendations.
3. **STAGE II**
	1. Target. Evaluation of the shift in the use of PIDs in the Czech VaVaI environment and the contribution of activities of central support for work with PIDs within the CARDS project.
	2. Desired primary outcome. The primary outcome of Stage II of the Analysis will be an assessment of the state of use and implementation of PIDs at the end of the CARDS project and a quantification of the benefits of supporting the implementation of PIDs. The deliverables will thus define the real benefit of the implementation of PIDs in the Czech VaVaI environment and the results of the PID Centre’s activities so far and, at the same time, provide recommendations for further support of PIDs.
	3. The Provider will carry out the following sub-activities and deliverables as part of the preparation of Stage II of the Analysis:
		1. a review of the range of parameters monitored; adjustment and inclusion (if any) of additional variables, but taking into account the ability to compare the results of both measurements;
		2. collecting data on defined parameters of the Czech VaVaI environment and on the level of implementation of PIDs in systems and institutions;
		3. an assessment of the benefit of costs incurred as part of the CARDS project over the 2023-2027 period, taking into account the financial and time savings brought by the investment in PIDs;
		4. repeating the analysis of potential savings for the Czech VaVaI environment for the next years - financial and time savings in further methodological support of individual PIDs by the PID Centre and with a higher level of implementation;
		5. repeating the analysis of the projected costs to support the implementation at the time of measurement of fee-based PIDs in all Czech research organisations, including a prediction of costs by year, taking into account the growth of the institutions using the PID Centre services to date;
		6. regular consultations with the Client;
		7. a summary of the results with a focus on the difference between the initial and the current state;
		8. formulation of conclusions, further recommendations for further development of PIDs support at national level.
4. **USE OF THE ANALYSIS**
	1. The Provider will perform the Analysis in accordance with the Client's requirements for the use of the Analysis, i.e., the Analysis will serve to:
		1. map the initial state of PIDs use in the Czech VaVaI environment at the beginning of the CARDS project;
		2. evaluate the results and impact of the centralised financial, administrative and methodological support to PIDs during the CARDS project on the Czech VaVaI environment;
		3. formulate further plans and strategies for supporting PIDs after the completion of the CARDS project.

# ANNEX 2

**SCHEDULE**

**STAGE I**

Time allotment: **8 months**

STAGE I processing period and deadline for delivery of the first stage of the Analysis: **1 February 2024 to 30 September 2024**

Submission of the draft methodology for the Analysis for the Acceptance Procedure: no later than within **two (2) months of the effective date of the Agreement**

**STAGE II**

Time allotment: **6 months**

STAGE II processing period and deadline for delivery of the second stage of the Analysis: **1 February 2028 to 31 July 2028**

Submission of the draft methodology for the Analysis for the Acceptance Procedure: no later than within **two (2) months of the Client’s instruction to start Stage II of the Analysis**

# ANNEX 3

**CONTACT PERSONS**

* + - 1. **CLIENT:**

**Contact person**

Name and surname: Hana Heringová

Title: Head of the National Centre for NTK Persistent Identifiers

Phone:

E-mail:

**Representative (executive body):**

Name and surname: Martin Svoboda

Title: Managing Director of NTK

Phone:

E-mail:

**Client’s data box ID:** syd69w9

* + - 1. **PROVIDER**

**Contact person**

Name and surname: *Fiona Murphy*

Title: *Co-founder, Partnerships & Community Development*

Phone:

E-mail:

**Representative (executive body):**

Name and surname: *Josh Brown*

Title: *Co-founder, Research & Strategy*

Phone:

E-mail:

**Provider’s data box ID:** *Not Applicable*

# ANNEX 4

**Acceptance Report Template**

|  |  |
| --- | --- |
|   |  |
|  | **ACCEPTANCE REPORT** |

|  |  |
| --- | --- |
| **PROJECT** |  |
| **Project identification** | Czech Academic and Research Discovery Services (CARDS) |
| **Registration number** | CZ.02.01.01/00/22\_004/0004342 |
| **Public contract identification** | Cost-benefit analysis of the use of selected persistent identifiers |
| **Project Manager for the Client** | [TO BE ADDED] |
| **Author of the Report** | [TO BE ADDED] |
| **Report number** | [TO BE ADDED] |

**PARTIES**

|  |
| --- |
| **CLIENT:** |
| **Name** | Národní technická knihovna |
| **Registered office** | Technická 2710/6, Prague 6 Dejvice |
| **ID No.** | 61387142 |
| **Person in charge** | Ing. Martin Svoboda |
| **Title** | Director |
| **PROVIDER** |
| **Name** | [TO BE ADDED] |
| **Address**  | [TO BE ADDED] |
| **ID No.** | [TO BE ADDED] |
| **Person in charge**  | [TO BE ADDED] |
| **Title** | [TO BE ADDED] |

**OBJECT ACCEPTED**

|  |  |
| --- | --- |
| **Agreement** | Analysis Agreement of [TO BE ADDED] |
| **Analysis stages** | [Stage I / Stage II] |
| **Acceptance criterion** | [TO BE ADDED IN ACCORDANCE WITH ART. 6.3 OF THE AGREEMENT] |
| **Reason for acceptance** | Completion of the acceptance criteria under Article [TO BE ADDED] of the Agreement |
| **Form of acceptance** | [TO BE ADDED, such as delivery of documentation by e-mail / in hard-copy form/ handover of data carriers] |

**LIST OF PERFORMANCE PROVIDED**

|  |  |
| --- | --- |
| **Date** | **Description of deliverables and activities carried out in compliance with the acceptance criteria** |
|  |  |
|  |  |
|  |  |
|  |  |

**RESULT OF THE ACCEPTANCE PROCEDURE**

**[ACCEPTED / NOT ACCEPTED\*]**

\*If not accepted, fill in the following:

|  |  |  |
| --- | --- | --- |
| **Acceptance criterion**  | **Description of the defect** | **Deadline for defect removal** |
|  |  |  |
|  |  |  |
|  |  |  |

**ANY OTHER COMMENTS**

|  |  |
| --- | --- |
| **Deliverable type**  | **Description of the comment**  |
|  |  |

**APPROVAL TABLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **CLIENT** | Name and surname | Date | Signature |
| **Project Manager** |  |  |  |
| **Authorised person as stated in the Agreement** |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **PROVIDER** | Name and surname | Date | Signature |
| **Project Manager**  |  |  |  |
| **Authorised person as stated in the Agreement** |  |  |  |