**AMENDMENT NO. 1**

**TO THE ANALYSIS AGREEMENT**

Reference number: **NTK/675/2024**

entered into by and between

1. **Národní technická knihovna (National Library of Technology)**

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: *redigováno*

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, United Kingdom

Reg. No.: 12929631

registered with the Companies 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. On 20 February 2024, the Parties entered into a contract for the preparation of 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 CARDS project (the “**Agreement**”). The Provider has contractually committed to perform an analysis evaluating the potential, implementation and further use of PIDs in the VaVaI (R&D&I) environment (the “**Analysis**”). The Analysis is to be carried out in accordance with the schedule under Annex 2 to the Agreement and according to the Client’s requirements under Annex 1 to the Agreement. The Analysis will be comprised of several documents, one of which being the methodology for the Analysis.
2. During the preparation of the Analysis methodology, new circumstances have arisen, in particular regarding the data recorded in Czech R&D&I information systems, and other activities conditioning the successful implementation of both stages of the Analysis, which the Client could not foresee, and therefore could not have taken into account already in the terms and conditions of the tender procedure for the public contract that preceded the execution of the Agreement.

In particular, the following new circumstances/facts should be taken into account:

* **After identifying the R&D&I IS as a key source of data for the Analysis, it was necessary to analyse the data in detail, compare them with sources available abroad and verify that they were fully sufficient and comprehensible for the Analysis.**
* **To successfully implement Stage II of the Analysis, it is necessary to quantify the current status of PIDs implementation in the Czech Republic through a survey that must be conducted after Stage I of the Analysis and then at least once before Stage II. The Provider will consult the Client about the content of the survey to ensure that it complies with the defined methodology of the Analysis and will work closely on it between Stage I and Stage II of the Analysis.**
* **The Provider will consult the Client between the Stages about the strategy for communicating the results of the Analysis, or its main message and clarity for the Client’s main stakeholders, including any revisions to the texts that summarise and present the results of the Analysis.**

These new facts have a major impact on the implementation of the entire project and require further consultations with the Provider, which will affect both the price of the performance under the Agreement and the schedule of Stage I of the Analysis. Stage I of the Analysis or its implementation has been partially delayed by NTK due to an event entitled ‘PIDfest’ held on 11 to 13 June 2024, or more precisely the allocation of capacity for the preparation for the conference.

1. As a result, the Parties have decided to enter into this Amendment 1 (the “**Amendment**”) to amend certain contractual provisions pursuant to Article 15.1. of the Agreement. These changes are in accordance with Article 5.8 of the rules for the award and control of public contracts financed from the Jan Amos Komenský Operational Programme. At the same time, the amendment to the Agreement complies with the provision of section 222 of Act No. 134/2016 Sb., on Public Procurement, as amended. The changes in question are shown **in bold** in the original wording of the Agreement.

# SUBJECT MATTER OF THE AMENDMENT

1. The Parties amend the existing wording of Article 3.1 of the Agreement to read as follows:

"*The Client undertakes to pay the Provider for the orderly provided performance the price of* ***EUR 70,000******(seventy thousand euros)*** *excluding VAT (the “Price”).”*

1. The Parties amend the existing wording of Article 3.3 of the Agreement to read as follows:

“*The Price will be paid in four (4) instalments as follows:*

* + 1. *an advance payment of EUR 13,000, a maximum of 20% (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 24,500, a maximum of 35% (twenty-four*** *thousand and 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 I of the Analysis.*
    3. *an advance payment EUR 13,000, a maximum of 20% (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 as part of Stage II of the Analysis;*
    4. a *payment of EUR 19,500, a maximum of 30% (nineteen thousand and five hundred euros) of the total Price excl. VAT, providing 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 final deliverables of the Analysis at the end of Stage II of the Analysis*.”

1. The Parties amend the existing Annex 1 to the Agreement – Analysis Requirements to include a new, Updated Analysis Requirements, which are attached as Annex 1 to this Amendment. The Provider acknowledges that the new Updated Analysis Requirements as per Annex 1 to the Amendment continue to be binding in terms of further performance of the obligations under the Agreement.
2. The Parties amend the existing Annex 2 to the Agreement – Schedule to include a new, Updated Schedule, which is attached as Annex 2 to this Amendment. The Provider acknowledges that the new Updated Schedule as per Annex 2 to the Amendment continues to be binding in terms of further performance of the obligations under the Agreement.

# FINAL PROVISIONS

1. This Amendment will be signed in electronic form only, in Czech and English. In the event of any discrepancy between the language versions, the Czech language version will prevail.
2. This Amendment takes effect on the date of its publication through the Register of Contracts in accordance with the applicable provisions of 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 Register of Contracts Act), as amended, and the Parties declare for this purpose that the Amendment does not contain any trade secrets of either Party and the Parties consent to such publication. The Parties further agree that the publication of the Amendment in the Register of Contracts will be made by the Client.
3. This Amendment will become an integral part of the Agreement. The provisions of the Agreement and the Annexes thereto not affected by this Amendment remain unchanged. Capitalised terms not defined in this Amendment have the meanings set forth in the Agreement.
4. The Parties declare that they have duly read this Amendment before signing it, have familiarised themselves with its content and with all the documents referred to in this Amendment and agree with the content hereof, in witness whereof they affix their signatures.
5. Annex 1 – Updated Analysis Requirements and Annex 2 – Update Schedule form an integral part of this Amendment.

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| **for the National Library of Technology (Národní technická knihovna)** | **MoreBrains Cooperative Ltd** |
| Place: Prague, Czech Republic  Date: as per electronic signature | Place: Chichester, United Kingdom  Date: as per electronic signature |
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| Name: *redigováno*  Title: *redigováno* | Name:  Title: |

**ANNEX 1 TO THE AMENDMENT**

**ANNEX 1 TO THE AGREEMENT**

**UPDATED 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 practic*e 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 the initial state of PIDs use in the Czech R&D&I 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 R&D&I 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:
3. mapping the Czech R&D&I environment (institutions, projects, Czech research deliverables, R&D&I systems);
4. initial definition of the analysis questions, proposal for and definition of the methodology, parameters and data collection area;
5. collecting data on defined parameters of the Czech R&D&I environment and on the level of implementation of PIDs in systems and research institutions;
6. calculation/analysis of potential savings for the Czech R&D&I environment (both in terms of funds and time), with a more significant expansion of individual PIDs and a higher level of implementation;
7. analysis of the costs to date and a qualified estimate of the financial costs of supporting work with PIDs for the Czech R&D&I environment in the long term. **The costs analysed will be salary costs and direct costs attributable to the Client’s current PID programme, subject to availability of data to be supplied by the Client;**
8. comparison of identified costs and potential savings in the R&D&I environment;
9. checks on /review of data measured and identified **to ensure that the structure of the data is fit for purpose for the analysis. The Client acknowledges that the Provider cannot guarantee the material accuracy of data from the IS VaVaI system.**
10. regular consultations with the Client;
11. formulation of results, conclusions, risks and recommendations.
12. **detailed analysis and familiarisation with the IS VaVaI system, the key source of data for the entire Analysis, evaluation whether the data are sufficient for the preparation of the Analysis;**
13. **consultation and recommendations for communicating the results of the Analysis.** **These activities will be linked to the timeline of the overall project and the Provider’s role will consist of:**
    * + - 1. **Advising the Client on a communications plan covering the results of the Stage I of the analysis and the ongoing rationale and process of the surveys and Stage II of the analysis in 2028,**
          2. **Contributing to the Client’s communications activity promoting the analysis results via two webinars and two blog posts,**
          3. **Advising the Client on communications around the surveys;**
14. **consultation and recommendations on the R&D&I environment survey that proved to be a necessary prerequisite for the implementation of Stage II of the Analysis. Assistance will be also provided between the two stages. The Provider’s role in this activity will comprise:**
    * + - 1. **Working with the Client to develop survey questions and format,**
          2. **Advising the Client on targeting and distribution of survey,**
          3. **Reviewing responses for each iteration of the survey to assure relevance and levels of completeness.**
15. **Stage II**
    1. Target. Evaluation of the shift in the use of PIDs in the Czech R&D&I 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 R&D&I 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:
16. 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;
17. collecting data on defined parameters of the Czech R&D&I environment and on the level of implementation of PIDs in systems and institutions;
18. 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;
19. repeating the analysis of potential savings for the Czech R&D&I 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;
20. 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;
21. regular consultations with the Client;
22. a summary of the results with a focus on the difference between the initial and the current state;
23. formulation of conclusions, further recommendations for further development of PIDs support at national level.
24. **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:
25. map the initial state of PIDs use in the Czech R&D&I environment at the beginning of the CARDS project;
26. evaluate the results and impact of the centralised financial, administrative and methodological support to PIDs during the CARDS project on the Czech R&D&I environment;
27. formulate further plans and strategies for supporting PIDs after the completion of the CARDS project.

**Annex 2 to the Amendment**

**Annex 2 to the Agreement**

**UPDATED Schedule**

**STAGE I**

Time allotment: **11 months**

STAGE I processing period and deadline for delivery of the first stage of the Analysis: 1 February 2024 to **31 December 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