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CONTRACT

Bibliometric Analysis: FCT Research Centres Evaluation Exercise 2013

FCT – Fundação para a Ciência e a Tecnologia, I.P., with headquarters in Av. D. Carlos I, 126, Lisbon, Portugal, with fiscal identification number 503904040 hereby represented by Dr. Pedro Cabrita Carneiro in the quality of vice-president of FCT's Board of Directors,

ELSEVIER B.V., with headquarters Radarweg, 29, 1043 NX Amsterdam, The Netherlands, with fiscal identification number NL 005033019B01, hereby represented by Martin O'Malley, in the capacity of Director of Group Publishing,

Have agreed on this contract that is ruled by the following clauses:

Article 1 (Scope)

1. The present Contract includes the clauses that rule the bibliometric analysis services described in this Contract provided by Elsevier to Fundação para a Ciência e a Tecnologia (FCT, I.P.).
2. Besides its own clauses, the contract to be signed will include:
 - a) the Tender Document;
 - b) the winning proposal;
3. In case of discrepancy between the various documents referred to in paragraph 2, the ones listed first in that paragraph will prevail.
4. In case of discrepancy between the documents referred to in paragraph 2 and the clauses of the contract, the first ones will prevail, except for the adjustments proposed under article 99 of the Portuguese Code of Public Procurement that are accepted by Elsevier under article 101 of the same code. Those adjustments will be included in annex II to the contract.

Article 2 (Successful bidder's obligations)

Among other obligations contemplated in the applicable law and in this Contract, Elsevier shall:

- a) assure that the services it provides comply with the required specifications;
- b) provide the required information;
- c) guarantee the secrecy of the information.

Article 3
(Specifications)

Elsevier will comply with the specifications laid down in Annex I to this Contract.

Article 4
(Term)

Elsevier shall comply with all defined terms for the fulfilment of its obligations. The terms are those that result from annex I to this Contract or from the other documents referred to in paragraph 2 of article 1.

Article 5
(Delivery of the service)

The service that Elsevier commits to provide is considered to be delivered after its formal acceptance by FCT, I.P.

Article 6
(Information)

Elsevier will provide FCT, I.P. all the information related to its activity covered by the contract.

Article 7
(Secrecy)

1. Elsevier commits to keep confidential and not disclose any information that it has access to during the fulfilment of the contract namely, information provided by FCT, I.P.
2. The confidentiality rule contemplated in this clause stands beyond the termination of the contract.

Article 8
(Price and payment conditions)

1. The base price for the acquisition that is contemplated in this Contract, meaning the maximum price that FCT, I.P. is willing to pay Elsevier for providing all the services referred to in the Contract is €70.000 (seventy thousand euros), plus VAT.

2. For the acquisition of the services provided by Elsevier, FCT, I.P. will pay the amount included in the proposal made by the winning bidder, plus VAT.
3. The amount referred above will be paid in two instalments, each representing half of the total amount. Elsevier will issue the first invoice within 60 days of the signing of the contract and the second invoice within 60 days after the acceptance of the final report, as mentioned in article 5.
4. The invoices will be paid within 60 days after having been received by FCT, I.P..

Article 9
(Term of the contract)

1. The contract will enter into force on the date of its signature.
2. The term of the contract will be on the date of the acceptance of the final report of Elsevier, under the conditions set out in article 5.

Article 10
(Liability)

1. To the maximum extent permitted by relevant laws (i) successful bidder shall not be liable for any of the following losses which may arise by reason of any breach of the Agreement or any implied warranty, condition or other term, any representation or any duty of any kind imposed on successful bidder by operation of law: (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Elsevier to any third party; (d) loss of any order or contract; or (e) any loss that was not foreseeable by FCT and successful bidder at the time this Agreement was entered into; or (f) any loss not caused by any breach on the part of successful bidder. Under no circumstances shall the damages exceed the total amount of the fees paid hereunder.
2. None of the parties is liable for damages caused to the other one by the breaching of any of the obligations resulting from the contract that result from an act of God or *force majeure*.
3. The party that wishes to benefit from the exemption of liability referred to in paragraph 4 must inform the other party of a breach resulting from an act of God or *force majeure* and mention the facts that, in its reasoning, are at the origin of the breaching. It must also inform the other party of the deadline it estimates necessary to fulfil the obligation.

Article 11
(Termination)

1. FCT, I.P. may terminate the contract if:
 - a) Elsevier defaults and does not fulfil its obligation within the time limit that is reasonably given by FCT, I.P.;

- b) there is a breach of the obligations set out in article 2 that causes an objective lack of interest in receiving the services that those obligations imply.

2. The termination of the contract under any of the circumstances referred to above determines the termination of any credits that Elsevier may hold against FCT, I.P.

Article 12
(Expenses)

All the expenses that Elsevier may incur in the fulfilment of the contract, are its own responsibility.

Article 13
(Applicable law)

The contract is ruled by Portuguese law.

Article 14
(Interpretation of the contract)

1. In case of doubt concerning the interpretation of the rules applicable to the fulfilment of the contract, Elsevier must ask, in writing, for a clarification from FCT, I.P.
2. Elsevier commits to take into account the guidelines that are transmitted by FCT, I.P as long as those guidelines do not collide with the rules applicable to the fulfilment of the contract.

Article 15
(Jurisdiction)

1. Any dispute arising from the contract will be submitted to arbitration under the terms of Law 63/2011, of the 14th December.
2. The court of arbitration will be composed by three arbitrators.
3. Each party will designate one arbitrator, the third one being co-opted by the two designated ones.
4. The arbitration will take place in the city of Lisbon.

Article 16
(Communications)

1. For the purposes of communications concerning the fulfilment of the contract the parties may use the following means of communication:
 - a) postal mail;
 - b) electronic mail;
 - c) other means of electronic data transmission.

2. For the purposes of establishing the communications referred to in this article, the parties identify the following contacts, through which those communications must occur:

a) For FCT, I.P.

Name of representative: João Mendes Moreira
Postal address: Av. Brasil 101, 1700-066 Lisboa, Portugal
E-mail: compras@fccn.pt
Fax number: +351 21 847 21 67

For Elsevier

Name of representative: Martin O'Malley
Postal address: Radarweg, 29, 1043 NX Amsterdam, The Netherlands

May 21, 2014

FCT,


(Dr. Pedro Cabrita Carneiro)

The signature is written in black ink over a circular official stamp. The stamp contains the text 'FCT, INSTITUTO DA EDUCAÇÃO E CIÊNCIA' and 'INSTITUTO PARA A CIÊNCIA E A TECNOLOGIA'.

ELSEVIER B.V.,



(Martin O'Malley)

The signature is written in black ink over a horizontal line.

ANNEX I

FCT – Research Centres Evaluation Exercise 2013

Bibliometric analysis

1. Summary

Most of the Portuguese scientific research is carried out in R&D units funded and evaluated by Fundação para a Ciência e a Tecnologia, I.P. (FCT, I.P.). The research carried out at these units encompasses all scientific fields and is organized in 49 scientific areas that cover the 4 scientific domains corresponding to the Scientific Councils of FCT, I.P.:

- Life and Health Sciences;
- Exact Sciences and Engineering;
- Natural and Environmental Sciences;
- Social Sciences and Humanities.

R&D institutions are regularly evaluated by FCT, with a periodicity of about 5 to 6 years. Evaluation involves international panels of scientists (approximately 150) recognized in their fields of research. The results of each evaluation determine the level of funding of the R&D units.

The 2013 evaluation exercise will be supported by a bibliometric analysis of all the research carried out by the units under evaluation. This exercise is expected to apply to around 15,000 researchers and 325 research units.

FCT staff is less than 300. From those, approximately 45 will be involved in this exercise.

FCT will ask researchers to list their articles, published between 2008 and 2012, in the ORCID platform. Subsequently, FCT will provide to the bidder the list of researcher's ORCIDs participating in the evaluation exercise. FCT expects the bidder to import from ORCID the list of articles of each researcher and carry out a bibliometric study of these articles.



Technical description

This annex describes the technical conditions to be observed by the winning bidder.

1. Building the dataset

Data will be made available from two different sources:

- i. ORCID – consisting of researchers profiles and publications metadata; and
- ii. FCT – consisting of research units and researchers affiliated with them.

Researchers will associate their ORCID and Unit during a time interval which is expected to be from the 25 of November 2013 to the 16th of December 2013.

The winning bidder must:

- a) Provide a tool where the researcher can include their own papers in the profile;
- b) Periodically provide (no less than on a weekly basis) the full list of publications (indexed and non-indexed) associated to the ORCID id/Research Unit list periodically provided by FCT; e
- c) The list of publications referred in b) must have, as minimum requirements, the following metadata associated: research unit code; researcher ORCID identifier; researcher name; publication DOI (whenever available in the bidder's database); publication referential database ID; publication name; publication date; publication title; authors names;
- d) Allow FCT to share and to reuse the list of publications referred in b).

Dataset consolidation will start upon FCT's request.

2. Delivering indicators

FCT, I.P requires that the winning bidder carries out:

- i. Bibliometric analysis by individual researcher and aggregated by research unit for the period 2008 to 2012 and for all scientific domains: report and synthesis of the data set used for the analysis.
- ii. The list of bibliometric indicators required for the study is:

Indicator	Metrics
Scholarly output	Number of outputs
	Number of outputs per FTE
Citation count	Number of citations
	Number of citations per output
	Number of citations per FTE
h-index	
Field-weighted citation impact	
Outputs in Top Percentiles	Number of outputs
	Percentage of total outputs
	Number of outputs per FTE
Collaboration	Number of outputs
	Percentage of total outputs
	Number of outputs per FTE

All should be calculated according to snowball metrics definitions - global standards for institutional benchmarking (www.snowballmetrics.com).

iii. Reports will be of two kinds:

- a. One author report for each research unit: one author in each line, one indicator-metric in each column (323 research units' reports);
- b. One research unit report for each scientific domain: one research unit in each line, one indicator-metric in each column (4 scientific domains' reports)

3. Access

FCT. I.P. requires the following minimum level of access:

	List of publications	Reports	Tool functionalities
FCT Staff	Y	Y	Y
Units	Y	Y	
Evaluators		Y	Y
Public		Y	

Trial access to the winning bidder's referential database is mandatory. This trial must be active until no sooner than the 15th of January 2014

The tool must be made available during 2014 (January to December).

4. Important dates

- a. The application process closes on the 16th of December 2013;
- b. The final dataset on which to do the bibliometric is expected to be finalized on the 15th of January 2014;
- c. Bibliometric studies is expected to be delivered by the 15th of February 2014.

5. Technical requirements

FCT will provide web services or file exchange for loading the list of research units (id, name, FTE) and authors (ORCID).

The bidder will provide the reports specified in 1b) and 2iii) in excel/pdf/xml formats.