

Tender Document

“E-journal archive services”

ARTICLE 1.

SCOPE

The present tender document includes the clauses to be inserted in the contract to be signed between FCT,I.P. and winning tenderer.

ARTICLE 2.

TENDERER'S OBLIGATIONS

Among other obligations contemplated in the applicable law and in this Tender Document, the winning tenderer shall:

- a) assure that the services it provides comply with the required specifications set out in the annex to this tender document;
- b) comply with the applicable deadlines;
- c) provide the required information;
- d) respect the secrecy of the information.

ARTICLE 3.

SETUP OF THE SERVICE

The winning tenderer must:

1. Provide access credentials to the designated staff of FCT;
2. Setup immediate access to the former b-on member institutions listed in Schedule B;
3. Setup immediate access to former and present b-on member institutions listed in Schedules B and C for the cancelation and post securities covered by trigger events A, B and C mentioned in the Annex I to this Tender Document. Therefore, copyrighted materials contained in the winning tenderer's archive will be kept in the "dark" until a trigger event occurs, at which time they must be made available to authorized users.
4. Former and present members of b-on covered by this tender document are listed in Schedules B and C of Annex I to this Tender Document.
5. Access shall also be granted to future b-on member institutions.



ARTICLE 4.

INFORMATION

The winning tenderer will provide FCT under the terms and conditions referred to in Annex I to this tender document all the information related to its activity covered by the contract.

ARTICLE 5.

SECRECY

1. The winning tenderer commits to keep confidential and not disclose any information that it has access to during the fulfilment of the contract related to the activities of FCT.
2. The confidentiality rule contemplated in this clause stands beyond the termination of the contract.

ARTICLE 6.

PRICE AND PAYMENT CONDITIONS

1. The base price for the acquisition meaning the maximum price that FCT is willing to pay to winning tenderer for providing all the services referred to in this tender document is USD 77.000 (seventy-seven thousand dollars), plus VAT.
2. For the acquisition of the services to be provided by the winning tenderer to the institutions referred to in Schedules B and C, FCT will pay the amount corresponding to the sum of the prices proposed by the winning tenderer for the delivery of the services in 2025 and 2026, plus VAT.
3. FCT will also pay the price proposed by the winning tenderer for supplying the services referred to in paragraph 2 to additional institutions that are added during the contract's term.
4. The amount referred in paragraph 2 will be paid in two instalments, the first one in the amount proposed by the winning tenderer for the delivery of the services in 2025, and the second one in the amount proposed by the winning tenderer for the delivery of the services in 2026.
5. The first invoice will be issued within 30 days of the signing of the Contract, and the second one in February 2026.
6. The amount referred in paragraph 3 related to each new member institution will be paid in one instalment.



7. The winning tenderer will issue the invoices related to the supply of the services to new member institutions within 30 days of receiving a notification by FCT stating that a new institution will be accessing the services provided by the winning tenderer.
8. The invoices referred in this clause will be paid within 30 days after having been received by FCT.

ARTICLE 7.

TERM OF THE CONTRACT

1. Pursuant to article 287 of the Public Procurement Code, the contract shall be retroactively effective from the 1st January 2025.
2. The contract expires on 31st December 2026.

ARTICLE 8.

TERMINATION

1. FCT may terminate the contract if:
 - a) The winning tenderer defaults and does not fulfil its obligations within the deadline limit that is reasonably given by FCT;
 - b) There is a breach of any of the obligations set out in article 2 that causes an objective lack of interest in receiving the services that those obligations imply.
2. If FCT terminates the contract due to breach by the winning tenderer, the winning tenderer shall provide a pro rata refund of the annual fee for the unused portion of the current year.
3. In the event that the winning tenderer ceases to operate and no successor non-profit organization can be found to maintain the Archival Versions, the winning tenderer agrees to provide a copy of the Archival Versions available to the winning tenderer to an appropriate not-for-profit institution and assign its rights hereunder to such institution.
4. Upon termination of the contract all access to the archive by FCT, b-on member institutions, designated staff and authorized users shall be terminated. Copies of licensed materials printed or saved hereunder may be retained by FCT.
5. The winning tenderer may terminate the contract if it believes that FCT has materially breached any obligations under the contract, in which case the winning tenderer will notify FCT in writing.



ARTICLE 9.

APPLICABLE LAW

1. The contract is ruled by Portuguese law.
2. The legal provisions contained in articles 75 et seq. of the Portuguese Code of Copyright and Related Rights approved by Decree-Law 45/85, dated of 17 September which govern specific cases of unrestricted access to copyrighted works will not be deemed applicable to the use of the archive to the extent that said provisions are in conflict with the rationale behind the concept of a “dark archive” and, therefore, in contradiction with the scope of the License and the terms and conditions of the User Rules. Notwithstanding the foregoing, to the extent that the legal provisions contained in articles 75 et seq. of the Portuguese Code of Copyright and Related Rights approved by Decree-Law 45/85, dated of 17 are determined to be applicable to the Archive, it is understood and agreed that any use of the archive that exceeds the scope of the License and/or violates the terms and conditions of the User Rules will be (i) deemed to constitute use for direct or indirect commercial advantage; (ii) will be deemed to jeopardize the normal operation of the winning tenderer’s work; (iii) will constitute unjustified harm to the legitimate interests of the winning tenderer; and therefore any such contemplated use will be restricted under this contract.

ARTICLE 10.

INTERPRETATION OF THE CONTRACT

1. In case of doubt concerning the interpretation of the rules applicable to the fulfilment of the contract, the winning tenderer must ask, in writing, for a clarification from FCT.
2. The winning tenderer commits to take into account the guidelines that are transmitted by FCT as long as those guidelines do not collide with the rules applicable to the fulfilment of the contract and the specific nature of the winning tenderer’s archive.

ARTICLE 11.

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: Joana Novais

Postal address: Av. do Brasil, 101 1700-066 Lisboa

E-mail: compras@fccn.pt

Fax number: + 351 21 847 2167

b) For the winning tenderer:

Name of representative:

Postal address:

E-mail:

Fax number:



ANNEX I

TECHNICAL ANNEX

1. The Archive shall include Archival Versions of volumes, issues and articles from scholarly journals published or distributed in electronic or digital form. The list of contents and coverage of information should be made available on the winning tenderer's website or upon request from FCT.
2. The winning tenderer shall guarantee that it is permitted to deliver the Archival versions to FCT and b-on Member Institutions following the circumstances envisaged in this annex.
3. The winning tenderer shall provide access to bibliographic metadata and/or preservation metadata regarding the titles and issues for which Archival Versions have been created to FCT and the general public.
4. The winning tenderer must make available on its website or upon request a list of publications for hey must be replaced by another with an equivalent or more qualified profile and which the winning tenderer has been designated by the publisher as a provider of perpetual access¹. FCT may submit perpetual access claims by certifying, either electronically or in writing, that it was a purchaser or subscriber with respect to the electronic version of the applicable volume(s) or issue(s) of the publication to which it was trying to access. If an Archival version is available, the winning tenderer will provide a copy of the certification to the publisher for verification and will deliver the requested Archival version if the publisher has not notified the winning tenderer and FCT of an objection in writing within thirty (30) days.
5. If any of the following trigger events takes place and while it subsists, the winning tenderer will enable access to the Archival versions by FCT, b-on member institutions and their authorized users until the publication is once again available by the publisher or a successor as described below. A publisher may also request that the winning tenderer provides access on its behalf earlier than described below in the event of an interruption in service.

(A) **Publisher Ceases to be in Business.** The publisher ceases to be in business, or is no longer in the business of publishing or providing access to earlier published scholarly journals.

¹ Some of the publishers with content in the Archive have a policy of providing access to back issues to former purchasers or subscribers commonly referred to as "perpetual access."



- (B) **Title No Longer Available.** The publisher has stopped publishing and is no longer providing access to the publication and its back issues.
- (C) **Back Issues No Longer Offered.** The publisher has stopped publishing or providing access to some or all of the back issues of the publication for a period longer than ninety (90) days.
- (D) **Serious Failure.** The publisher has stopped publishing or providing access to the publication for a period longer than ninety (90) days due to technical problems or any business interruption, insolvency, bankruptcy, or business failure.

When the winning tenderer determines that any of the above events has happened and is continuing, the winning tenderer will give written notice to the publisher of the trigger event and of its intent to allow Authorized Users access to the Archival versions after an agreed upon period not to exceed sixty (60) days.

When the winning tenderer is permitted to deliver Archival versions as described above under points 4 and 5 copies of the Archival versions may be printed or saved only for educational, research or non-commercial use by Authorized User(s).

6. The winning tenderer must preserve e-journals of the publishers identified annex I in the percentage that is indicated in its proposal.
7. The winning tenderer must guarantee post cancellation access (PCA of the contents published by the publishers identified in annex I) in the percentage that is indicated in its proposal.



SCHEDULE A - ELECTRONIC SCIENTIFIC CONTENTS - PUBLISHERS

American Institute of Physics

American Chemical Society

Annual Reviews

Elsevier – Freedom collection

IEEE - ASPP & POP ALL

Institute of Physics

Sage – Premier collection

Society for Industrial and Applied Mathematics

Springer - Springer and Adis journals

Taylor & Francis - Social Science & Humanities Library; Science & Technology Library, Medical Collection

Royal Society of Chemistry

Wiley – Wiley Online Library

Nature Journal

Emerald*

AMA*

NEJM (MMS)*

RSNA*

* Publishers subscribed by smaller subgroups of members, as part of *some for some* content subscriptions, as follows: Emerald subscribed by 9 members (Universidade do Algarve; Universidade de Aveiro; Universidade de Lisboa; Universidade do Minho; Universidade do Porto; ISCTE-IUL - Instituto Universitário de Lisboa; Universidade Aberta; Universidade Católica Portuguesa; Escola Superior de Hotelaria e Turismo do Estoril (ESHTE)); AMA & NEJM (MMS) subscribed from 2019 to 2021 by 3 members (Universidade de Coimbra; Universidade de Lisboa; Universidade do Porto) and RSNA subscribed from 2019 to 2021 by 1 member (Universidade de Lisboa).



SCHEDULE B - FORMER MEMBERS OF B-ON

Instituições	in	out
Universidade Atlântica	2004	2009
CESPU - Cooperativa de Ensino Superior Politécnico e Universitário, CRL	2011	2012
Academia Militar	2005	2006
INDEG	2004	2006
ERSE - Entidade Reguladora dos Serviços Energéticos	2004	2009
Agência Portuguesa do Ambiente	2004	2010
Gabinete de Política Legislativa e de Planeamento	2005	2006
IPA - Instituto Português de Arqueologia	2004	2008
IPQ - Instituto Português da Qualidade	2005	2008
Alto Comissariado da Saúde - Coordenação Nacional da Infecção HIV/SIDA	2005	2009
CADIN - Centro de Apoio ao Desenvolvimento Infantil	2005	2010
INTELI - Inteligência em Inovação, Centro de Inovação	2004	2009
Centro Hospitalar do Porto, E.P.E.	2005	2010
Hospital CUF	2006	2006
Instituto Português de Oncologia do Porto Francisco Gentil, E.P.E.	2006	2010
Centro Hospitalar de Lisboa Ocidental, E.P.E.	2005	2009
ISLA - Instituto Superior de Línguas e Administração	2004	2004
	2005	2012
RECET - Associação dos Centros Tecnológicos de Portugal	2021	2023
ISFAFE - Instituto de Estudos Superiores de Fafe	2011	2012
ISVOUGA- Instituto Superior de Entre o Douro e Vouga	2012	2012
INIAV – Instituto Nacional de Investigação Agrária e Veterinária, I.P.	2014	2014
Instituto Hidrográfico	2005	2013
Escola Superior de Enfermagem da Cruz Vermelha Portuguesa	2006	2012
Instituto de Telecomunicações	2006	2012
INESC – ID - Instituto de Engenharia de Sistemas e Computadores	2006	2012
INESC Porto - Instituto de Engenharia de Sistemas e Computadores	2006	2012
LIP - Laboratório de Instrumentação e Física Experimental de Partículas	2008	2012
Ordem dos Enfermeiros	2007	2012
Secretaria Geral do Ministério da Educação	2007	2012
GPEARl - Gabinete de Planeamento, Estratégia, Avaliação e Relações Internacionais	2010	2012
Entidade Reguladora da Saúde	2007	2012
Hospital do Espírito Santo de Évora E.P.E.	2009	2012
	2005	2012
Hospital do Litoral Alentejano	2015	2017



IPC – Autoridade Nacional de Comunicações (ANACOM)	2005	2017
Autoridade da Concorrência	2005	2017
Unidade Local de Saúde do Litoral Alentejano	2012	2017
Hospital de Braga	2013	2019
RAIZ Instituto de Investigação da Floresta e Papel	2019	2021



SCHEDULE C - CURRENT MEMBERS OF B-ON

Institutions - 2025
ARDITI - Agência Regional para o Desenvolvimento da Investigação, Tecnologia e Inovação Associação
Banco de Portugal
CESPU - Cooperativa de Ensino Superior Politécnico e Universitário, C.R.L.
Egas Moniz School of Health & Science
ENSILIS - Educação e Formação, Unipessoal, Lda.
Escola Superior de Enfermagem de Coimbra
Escola Superior de Enfermagem de Lisboa
Escola Superior de Enfermagem do Porto
Escola Superior de Hotelaria e Turismo do Estoril
Escola Superior Náutica Infante D. Henrique
Fundação D. Anna de Sommer Champalimaud e Dr. Carlos Montez Champalimaud
Fundação Minerva - Cultura - Ensino e Investigação Científica (Universidade Lusíada)
Gulbenkian Institute for Molecular Medicine
INESC TEC - Instituto de Engenharia de Sistemas e Computadores, Tecnologia e Ciência
INFARMED - Autoridade Nacional do Medicamento e Produtos de Saúde, I.P.
INL - International Iberian Nanotechnology Laboratory
Instituto Nacional de Medicina Legal e Ciências Forenses, I.P.
Instituto Nacional de Saúde Dr. Ricardo Jorge, I.P.
Instituto Politécnico da Guarda
Instituto Politécnico de Beja
Instituto Politécnico de Bragança
Instituto Politécnico de Castelo Branco
Instituto Politécnico de Coimbra
Instituto Politécnico de Leiria
Instituto Politécnico de Lisboa
Instituto Politécnico de Portalegre
Instituto Politécnico de Santarém
Instituto Politécnico de Setúbal
Instituto Politécnico de Tomar
Instituto Politécnico de Viana do Castelo
Instituto Politécnico de Viseu
Instituto Politécnico do Cávado e do Ave
Instituto Politécnico do Porto
Instituto Português do Mar e da Atmosfera, I.P.
Instituto Português do Sangue e da Transplantação, I.P.
Instituto Universitário Militar



ISCTE-IUL - Instituto Universitário de Lisboa
ISPA - Instituto Universitário de Ciências Psicológicas, Sociais e da Vida
Laboratório Nacional de Energia e Geologia, I.P.
Laboratório Nacional de Engenharia Civil, I.P.
Maiêutica – Cooperativa de Ensino Superior, C.R.L.
Santa Casa da Misericórdia de Lisboa
Unidade Local de Saúde de Amadora/Sintra, E.P.E.
Unidade Local de Saúde de Coimbra, E.P.E.
Unidade Local de Saúde de Santo António, E.P.E.
Unidade Local de Saúde de São José, E.P.E.
Unidade Local de Saúde de Viseu Dão-Lafões, E.P.E.
Unidade Local de Saúde do Estuário do Tejo, E.P.E.
Universidade Aberta
Universidade Autónoma de Lisboa
Universidade Católica Portuguesa
Universidade da Beira Interior
Universidade da Madeira
Universidade de Aveiro
Universidade de Coimbra
Universidade de Évora
Universidade de Lisboa
Universidade de Trás-os-Montes e Alto Douro
Universidade do Algarve
Universidade do Minho
Universidade do Porto
Universidade dos Açores
Universidade Fernando Pessoa
Universidade Lusófona de Humanidades e Tecnologias
Universidade Nova de Lisboa
Universidade Portucalense Infante D. Henrique





FCCN, Serviços digitais da FCT
Av. do Brasil nº 101
(Campus do LNEC)
1700-066 Lisboa, Portugal
www.fccn.pt