

## Contract Document

# Acquisition of services of a technical project manager for management, monitoring and auditing of PTCRIS Data Governance Project

**“Programa Nacional de Ciência Aberta e Dados Abertos de Investigação”**

**Inserido na medida RE-C05-i08 do Programa de Recuperação e Resiliência**

Pela Fundação para a Ciência e a Tecnologia, I.P.

Francisco Santos 2024.05.04 09:26:01  
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Pela Sjr Research & Consulting LDA,

Assinado com Assinatura  
Digital Qualificada por:  
JOSÉ FRANCISCO SALM  
JUNIOR  
Data: 30-04-2024 13:32:00

Between:

A **FUNDAÇÃO PARA A CIÊNCIA E A TECNOLOGIA, I.P.**, with headquarters in Av. D. Carlos I, nº 126, 1249-074 Lisboa, with fiscal identification number 503 904 040, hereby represented by Professor Francisco Santos, in the capacity of vice- chairman of FCT's board, under the mandate conferred by Deliberation DEL/13/CD/2022

and

**Sjr Research & Consulting LDA.**, headquarters in Rua Almirante Barroso, nº 22, João Paulo, Florianopolis, SC, Brazil - CEP 88030-460, with fiscal identification number CNPJ/MF nº 53.204.539/0001-29, hereby represented by José Francisco Salm Junior, in the quality of managing partner.

This contract has been adjudicated by decision of professor Francisco Santos, dated 01/04/2024.

The total expense is guaranteed by the commitment number 920240000172, dated on march 13, 2024.

## ARTICLE 1

### SCOPE

1. The present Contract includes the clauses for the supply of services of a **“technical project manager for management, monitoring and auditing of PTCRIS Data Governance Project”**.
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 number 2 and the clauses of the contract, the first ones will prevail.

## ARTICLE 2.

### SUCCESSFUL BIDDER'S OBLIGATIONS

1. The successful bidder undertakes to perform the CONTRACT in terms that conform to the provisions of the tender document, the attachments that are an integral part thereof, and the applicable legislation.
2. Beyond other obligations provided for in the applicable law and in this CONTRACT, the successful bidder shall:
  - a) assure that the services it provides comply with the required specifications set out in the annex to this CONTRACT;
  - b) comply with the established deadlines, namely, for the performance of the services it is obligated to;
  - c) provide the required information;
  - d) guarantee the secrecy of the information.

### **ARTICLE 3.**

#### **TECHNICAL SPECIFICATIONS**

The successful bidder undertakes to ensure that the services it commits to carry out comply with the technical specifications set out in Annex I to this CONTRACT, of which they form an integral part.

### **ARTICLE 4.**

#### **DEADLINES**

The successful bidder undertakes to comply punctually with all the deadlines for performance of the services object of the CONTRACT, which are those contained in the clauses of this CONTRACT or other documents referred to in paragraph 2 of Article 1.

### **ARTICLE 5.**

#### **INFORMATION OBLIGATION**

The successful bidder undertakes to provide FCT, I.P., in writing, with all information requested concerning the contract's scope and its performance in compliance with the obligations arising from the CONTRACT.

### **ARTICLE 6.**

#### **SECRECY OBLIGATION**



The successful bidder undertakes not to disclose information he obtains as a result of the execution of the CONTRACT during its term and for a period of two years from the date of its termination.

## ARTICLE 7.

### PRICE AND PAYMENT CONDITIONS

1. For the acquisition of the service object of this procurement, FCT, I.P. shall pay the successful bidder the amount of 70,080.00 € (seventy thousand and eighty euros, plus VAT at the legal rate in force under the terms of the following number.
2. The amount foreseen in the previous paragraph must be satisfied through the payment of monthly invoices with the following values:
  - a. The first invoice after the coming into force of the contract, in the amount corresponding to 16% of the contractual price;
  - b. In the following months, an amount corresponding to 4% of the contractual price;The winning bidder will cease to issue the invoices contemplated in point b. when the total amount of the invoices issued under point a and b reaches 80% of the contractual price. In case the situation arises the winning bidder issues a final invoice in the amount of 20% of the contractual price after the completion of all its obligations under the contract.
3. Invoicing conditions different from those listed in number 3 of this article may be defined by agreement of both parties.
4. The invoices to be issued by the winning bidder shall be in the form of an electronic invoice, with the legal requirements, namely those resulting from article 299-B of the CCP.
5. The invoices referred to in the paragraph 3 shall be paid within thirty days of receipt.
6. The contracting authority uses the ilink EDI and electronic invoicing solution (accessible at <https://www.ilink.pt>, which can be registered free of charge, and all invoices issued by the contractor under this contract must be sent by this means<sup>1</sup>.

## ARTICLE 8.

### TERM

1. The CONTRACT comes into force on the date of its signature.

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<sup>1</sup> For any invoice uploading or system and billing connection/integration issues, please contact iLink at [apoio@ilink.pt](mailto:apoio@ilink.pt) or 707 451 451.

2. The contract terminates with the fulfillment by the parties of all the obligations that arise from the contract.
3. Article 6 shall cease to be valid on the date on which the period specified therein expires.

## ARTICLE 9.

### SUCCESSFUL BIDDER LIABILITY

1. The successful bidder shall be liable for damages caused to the FCT, I.P. as a result of culpable non-compliance with the obligations incumbent upon it, under the terms of the general rules of law and of this article.
2. The successful bidder is responsible, regardless of fault, for damages caused to the FCT, I.P. by the deficient execution of the CONTRACT.
3. 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*, including, but not limited to, a failure of utilities or services provided by third parties that may enable access to the winning bidder's database, data, and services provided under this CONTRACT and any resulting contract with FCT.
4. The party wishing to benefit from the system set forth in the preceding paragraph must, for this purpose, inform the other party of the existence of a situation of non-fulfillment resulting from unforeseeable circumstances or *force majeure*, stating the facts that, in its opinion, allow the non-fulfillment to be attributed to this cause and also the period of time it considers necessary to fulfill the obligation in question.

## ARTICLE 10.

### TERMINATION

1. FCT, I.P. may terminate the CONTRACT:
  - a) If the successful bidder is in default, and does not perform the services to which he/she has committed to within the period reasonably set by the FCT, I.P.;
  - b) Based on the non-fulfillment of the obligations foreseen in article 2 that determines the objective loss of interest in the fulfillment of the obligations that derive from that article to the winning bidder.

## ARTICLE 11.

### EXPENSES

The successful bidder is responsible for all expenses he has to incur due to the fulfillment of obligations arising from the CONTRACT.

## **ARTICLE 12.**

### **APPLICABLE LAW**

The CONTRACT is ruled by Portuguese law.

## **ARTICLE 13.**

### **INTERPRETATION OF THE CONTRACT**

1. In case of doubt concerning the interpretation of the rules applicable to the fulfillment of the contract, the winning bidder must ask, in writing, for a clarification from FCT, I.P.
2. The winning bidder 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 fulfillment of the CONTRACT.

## **ARTICLE 14.**

### **COMMUNICATIONS**

1. For the purposes of communications concerning the fulfillment 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. All communications must be written and produced in Portuguese or English.
3. 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: [REDACTED]

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

E-mail: [REDACTED]
  - b) For winning bidder:

Name of representative: José Francisco Salm Junior



Postal address: Rua Almirante Barroso, nº 22, João Paulo, Florianópolis, SC,  
Brazil - CEP 88030-460  
E-mail: [REDACTED]

## **ARTICLE 15.**

### **MANAGEMENT OF THE CONTRACT**

[REDACTED] is designated for the purposes of monitoring the performance of the CONTRACT under the terms of article 290 of the Code of Public Procurement.

## **ARTICLE 16.**

### **PERSONAL DATA**

1. When processing personal data on behalf of the contracting agency, the contractor undertakes to comply strictly with the General Data Protection Regulation (Regulation 2016/679) and other applicable legislation.
2. The processing referred to in the previous paragraph is only that which is necessary for the execution of the contract and is carried out during its term, applying, in particular, the provisions of paragraph 3 of Article 28 of the General Data Protection Regulation.

## **ARTICLE 17.**

### **WORKER ASSIGNED TO THE PROVISION OF SERVICES**

The successful tenderer must ensure that the worker assigned to the provision of the service complies, insofar as applicable, with the provisions of article 419-A of the Public Contracts Code.

## **ARTICLE 18.**

### **ASSIGNMENT OF THE CONTRACTUAL POSITION**

1. The assignment of the contractor's contractual position is possible under the terms of article 318 of the Public Contracts Code.
2. In the event of a breach of contract by the successful tenderer which may lead to cancellation of the contract, its contractual position may be assigned to the tenderers in the

pre-contractual procedure ranked after the successful tenderer, under the terms of Article 318-A of the Public Contracts Code.



## ANNEX I

### TECHNICAL ANNEX

The services to be provided by the winning bidder fall within the objective of implementing the National Program for Open Science and Open Research Data Programme included in the investment RE-C05-i08: More Digital Science of the Recovery and Resilience Plan for Portugal.

#### 1. BACKGROUND

Open Science contributes to significantly improve access by the general public to the results of knowledge generated by the scientific community, increasing confidence in those results and in solving problems. In this context, Open Science promotes the involvement of society in research and the openness of the scientific process as a whole.

In recent years, the Foundation for Science and Technology (FCT) has implemented a series of initiatives to implement research methodologies based on Open Science principles. The National Program for Open Science and Open Research Data Programme included in the investment RE-C05-i08: More Digital Science of the Recovery and Resilience Plan for Portugal aims to contribute to the improvement and development of these initiatives and encompasses several areas within this theme as example the FAIR Data Support Services (Science Management) where the national and international scientific and technological (S&T) ecosystem - PTCRIS includes.

The PTCRIS program<sup>2</sup> aims to sustainably develop an integrated information ecosystem to support national scientific activity. The development of such an ecosystem is crucial to ensuring, on the one hand, access to reliable, complete and up-to-date data on scientific activity and, on the other, the reduction of bureaucracy and simplification of administrative processes. In order to fulfill its objectives, PTCRIS has two main lines of action: a) developing a regulatory framework for interoperability and infrastructures focused on the basic entities of the scientific system (e.g. researchers, institutions, scientific production, etc.), and b) promoting the adoption of these regulations and infrastructures by the different services/entities operating in the science and technology ecosystem.

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<sup>2</sup> <https://PTCRIS.pt/>

In the scope of one of its main lines of activity, PTCRIS aims to build the model for PTCRIS Data Governance, beginning with describing the program and progressing to identifying difficulties, developing policies, monitoring, and measuring procedures.

## 2. CATEGORIES OF SERVICES TO BE PROVIDED

The winning bidder must provide the following services:

- a) Assuring the technical management, monitoring, and auditing of PTCRIS Data Governance project
- b) Elaborate studies aimed at defining the technical specifications for the PTCRIS Data Governance model.

## 3. TECHNICAL REQUIREMENTS

3.1. The successful bidder undertakes to assure the following:

3.1.1. Responsibilities:

- Elaboration and structuring of the PTCRIS Data Governance model (definition of procedures, profile of participants - roles and responsibilities, normative framework of reference based on two sources of data from the ecosystem), according with the Data Governance and Data Management Framework<sup>3</sup>.
- Definition of policies for metadata management, including update operations, quality procedures, data flow structure, protocols for establishing data flow, definitions, and standards for feedback from data sources, GDPR compliance procedures, data conflict management, rules for generating super-records, longevity of metadata.
- Definition of Guidelines and Good Practices for planning and promoting the adoption of the PTCRIS Data Governance model standard.
- Design the structure and establishment the Data Governance Advisory Board.
- Revision of the PTCRIS standards framework (current and future) in light of the proposed PTCRIS Data Governance model: identifiers, data models, semantics, controlled vocabularies.
- Definition of data quality metrics for the proposed PTCRIS Data Governance model.

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<sup>3</sup> Hopper, Mary Anne. Practitioner's Guide to Operationalizing Data Governance. Wiley, 2023.



- Conduction of thorough assessments and engage with the PTCRIS Data Governance team to identify and document requirements for the implementation of the PTCRIS Data Governance model.
- Evaluate and, in collaboration with the PTCRIS Data Governance team, provide recommendations on the service provider for implementing the PTCRIS data governance model and the most suitable technological solutions to support the model.
- Review and analysis the Program Roadmap for the PTCRIS Data Governance Model, including associated projects, as applicable.
- Review and analysis of effective project artifacts identifying key dependencies and deliverables and monitors projects for adherence to plans.
- Management of the implementation team, in accordance with the PTCRIS Governance team management practices, and monitorization of the project to ensure alignment of progress with the plan, collaborating with the implementation team to address any challenges that may arise during the course of the project.
- Review and analysis of all deliverables produced within the scope of the implementation services, and when warranted, provide recommendations based on the analysis, focusing, for instance, but not limited to, data architecture and technological solutions to be adopted in the implementation of the PTCRIS data governance model.
- Elaboration of periodic reports summarizing the progress and status of the PTCRIS Governance Model project and the implementation services, in particular.

### 3.1.2. Works under the PTCRIS Data Governance Project Management:

- Collaborates with the PTCRIS Data Governance team in the development and evolution of the project management structure for the PTCRIS Data Governance model implementation.
- Participates in weekly meetings, reviews work estimation, reviews project retrospectives, and release planning, and other Scrum-related meetings relative to the needs of PTCRIS Data Governance and Management.
- Creates the product backlog and, in collaboration with the PTCRIS Data Governance team, does the prioritization & product backlog grooming of requirements.
- Assists the PTCRIS Data Governance team and implementation team in practicing the core agile principles of collaboration, prioritization, team accountability, and visibility.



### 3.1.3. Elaboration of studies for define PTCRIS Data Governance model and Direction deliverables, including the following subjects:

- Document that establishes the requirements for all services related to implementing the PTCRIS Data Governance model.
- Periodic report for PTCRIS Data Governance Model implementation services monitoring.
- PTCRIS Data Governance model Document.
- PTCRIS Data Governance Policy Document for metadata management, including quality procedures, data flow, protocol for establishing data flow, feedback from sources, GDPR compliance, data conflict management, rules for generating super-records, longevity of metadata).
- PTCRIS Data Guidelines and Good Practices Document to promote the adoption of the PTCRIS Data Governance standard.
- Document specification for the establishment of the Data Governance Advisory Board.
- Updated version of the PTCRIS standards framework (current and future) in light of the established PTCRIS Data Governance model: identifiers, data models, semantics, controlled vocabularies.
- Document with the PTCRIS Data Quality Metric definition.
- Document with the Program Roadmap for the PTCRIS Data Governance Model, including associated projects, as applicable.

### 3.2. The successful bidder, in scope of studies detailed in number 3.1.3 undertakes to produce the following deliverables:

Activities	Deliverables
Study 1 /Part 1	Updated version of the PTCRIS standards framework (ver.1) (current) Appendix: Current Identifiers, current data models, semantics, controlled vocabularies.
Study 1 /Part 1	Updated version of the PTCRIS standards framework (ver.2) (future) Appendix: Proposed Identifiers, Proposed data models, semantics and controlled vocabularies.
Study 1 /Part 1	PTCRIS Data Governance Policy Document for metadata management (ver.1). Appendix - Quality procedures and data flow needed.
Study 1 /Part 1	Document with the PTCRIS Data Quality Metric definition. (ver.1)

Study 1 /Part 2	Document with the PTCRIS Data Quality Metric definition (ver.2) Appendix - Methodology for Profiling
Study 1 /Part 2	Document with the PTCRIS Data Quality Metric definition (ver. 3). Appendix - Profilling for 2 datasources
Study 1 /Part 2	PTCRIS Data Governance Policy Document for metadata management (ver. 2), Appendix - Longevity of metadata Study.
Study 1 /Part 3	Document with references to Data Architecture in international models used in Portugal (CERIF1.6-CERIF-XML, CERIF-Core- CIENCIAVITAE).
Study 1 /Part 3	PTCRIS Data Governance Policy Document for metadata management (ver. 3), Appendix - Protocol for establishing data flow, feedback from sources, GDPR compliance, data conflict management
Study 1 /Part 3	PTCRIS Data Governance Policy Document for metadata management (ver.4) Appendix Standard setup for pipelines
Study 1 /Part 4	PTCRIS Data Governance Policy Document - Training Slides
Study 1 /Part 4	PTCRIS Data Governance Policy Document - implementation Kit
Direction Deliverable 1	Document that establishes the requirements for all services related to implementing the PTCRIS Data Governance model.
Direction Deliverable 2	Periodic report for PTCRIS Data Governance Model implementation services monitoring
Direction Deliverable 3	Document with the Program Roadmap for the PTCRIS Data Governance Model

3.3. The above mentioned deliverables must be approved by the FCT|FCCN.

3.4. The FCT|FCCN will notify the contractor within 15 days whether it accepts the deliverable or whether it must be revised, in which case it will give reasons for its decision.

3.5. The service will be provided mostly through remote work, using collaborative tools.

3.6. The successful bidder shall provide all resources necessary for the proper execution of the planned work.

3.7. Copyright of all the deliverables and other work performed by the winning bidder will belong to FCT|FCCN.

#### 4. HUMAN RESOURCES REQUIREMENTS

4.1. The services described in section 3 must be provided by the technical project manager only.

4.2. The technical project manager to be assigned to this service provision must have qualifications and experience in their professional fields (Research Data structures and CRIS structures, Data Governance, etc.) and the contractor must provide the FCT|FCCN

with his/her curriculum vitae before work begins. The technical project manager must have the following qualifications:

- Major in Information Management or Related Areas and a graduate degree;
- 10+ years of experience in driving the creation and adaptation of Research Data structures and CRIS structures for National Research Information Systems;
- 10+ years of experience with a variety of Research metadata standards;
- Experience in requirement specifications, data standards and ontologies in Research Metadata;
- Knowledge of IT concepts, strategies, methodologies, architectures, and technical standards – preferably as it relates to data management and/or analytics.

4.3. Once validated by the FCT|FCCN, the human resources assigned to the provision of services may not be changed, except for reasons of force majeure, namely illness or termination of contract, in which case they must be replaced by another with an equivalent or more qualified profile and subject to the approval of the FCT|FCCN.