

## Call-Off Contract

concerning  
OCRE 2024

This Contract is made by and between Customer and the Counterparty under the Framework Agreement specified in the Appendix 1, Contract Details.

### IT IS AGREED AS FOLLOWS:

#### 1. Definitions, Structure

- 1.1. A number of terms in this Contract are written with initial capitals. These terms are defined in the GÉANT Terms and Conditions or in this clause 1.

Term	Definition
Customer	The party identified as Customer in Appendix 1.
Fees	The prices (exclusive of any VAT as and if applicable), payable to the Counterparty by the Customer under the Contract.
Framework Agreement	The agreement identified in Appendix 1.
GÉANT Terms and Conditions	The terms and conditions attached as Appendix 3.
OIP Enrolment	If any, OIP's agreement governing the delivery of Deliverable to Customer. Counterparty has submitted a draft of the OIP Enrolment with the Service Terms as Appendix 5. .
Order	An order for the Deliverable sent by the Customer to the Counterparty which is made by using the template attached as Appendix 2. An Order is part of the Contract; the other part of the Contract is this Call-Off Contract including the Appendices referred to in clause 1.2.
Party	Customer or the Counterparty, jointly "Parties"

- 1.2. This Contract comprises its clauses and the Appendices:

Appendix	Title
1	Contract Details
2	Order
3	GÉANT Terms and Conditions for IT contracts
4	Deliverable and Fees
5	Service Terms and, if any, OIP Enrolment

## **2. Subject Matter of the Contract**

- 2.1. This Contract sets out the terms under which the Counterparty agrees to deliver the Deliverable. The Counterparty is legally bound to deliver the Deliverable; the actual delivery of the Deliverable may or may not take place, in whole or in part, by an OIP.
- 2.2. The Contract is concluded after Customer has sent an Order, along with the other documents of the Contract to Counterparty and the Counterparty has accepted the Contract.

## **3. Contract Term**

- 3.1. The Contract becomes effective and expires on the dates stated in the Appendix 1 and has a maximum term of 5 years, unless terminated early according to the Contract (including the GÉANT Terms and Conditions or the Service Terms).
- 3.2. The provisions of clauses 5 up to and including 10 shall survive the termination or expiry of this Contract, together with any other provision which is either expressed to or by implication is intended to survive termination.

## **4. Fees and Invoicing**

5. In consideration of the Counterparty's provision of the Deliverable, the Customer shall pay the Fees according to the prices set out in Appendix 4 and following the Counterparty's invoice issued after the provision of Deliverable in accordance with Appendix 4.
  - 5.1. Subject to any terms and conditions described in Appendix 4, Fees are inclusive of any and all data transport (ingress and egress as derived from the ITT) related Fees, and the Counterparty shall not Fee Customer for any data transport in and out of Counterparty's infrastructure.
  - 5.2. The Counterparty's billing portal shows Platform currency and all invoices raised shall be in Euro, except for Customers outside of the Eurozone whose billing and invoices shall be in the currency local to the Customer, unless the Parties expressly agree otherwise. Any exchange rate mechanism applied shall be as indicated in Appendix 4.
  - 5.3. The Counterparty shall ensure that invoices comply with applicable legislation. Invoices shall contain at least:
    - period of consumption
    - all appropriate references
    - a description of the Deliverable supplied
    - all taxes applied
    - date of invoice
    - amount of the Fee
  - 5.4. When using e-invoicing, Counterparty shall without any additional cost use e-invoicing for all aspects of invoicing (including but not limited to invoicing, credit notes, reminders) and in accordance with relevant national requirements on the implementation of e-Invoicing.
  - 5.5. In case of a mini competition, the prices and rates applicable to the maximum price that may be tendered by the Counterparty to Customer in response to a further call for competition.
  - 5.6. All payments made by Customer shall be made by bank transfer to the bank account indicated in the contract or by separate official Counterparty notification. Payments will be free and clear of all bank Fees imposed by Customer bank. For the avoidance of doubt, Customer is not responsible for any Fees imposed by the Counterparty's bank or any intermediary bank required by the Counterparty.

## **6. Confidentiality**

7. In addition to any disclosures permitted under the confidentiality clause in the GÉANT Terms and Conditions and the Service Terms, the Counterparty may disclose to GÉANT as part of the reporting duties it has under the Framework Agreement certain Customer's information that have been disclosed to the Counterparty, although marked as confidential or normally considered confidential information under the circumstances.

## **8. Contacts**

- 8.1. The persons who liaise on behalf of the Parties in relation to this Contract are listed in Appendix 1.
- 8.2. The Counterparty shall provide regular, accurate and complete reports on the required data to Customer comprising as defined in Volume 2 of the ITT documents and additional information requested in the Order, if any.
- 8.3. Parties will use the English language for all aspects of this Contract, including the execution of it, unless the local language of the Customer, or any other language, is agreed by Parties.

## **9. Professional services**

- 9.1. This clause only applies if professional services as meant in amongst others the MRs and ACs of Volumes 2 of the ITT documents are delivered.
- 9.2. In case services are delivered on Customer's premises, the Counterparty shall comply with any security instructions and Customer rules which have been provided to the Counterparty to the extent they do not violate any applicable law (including privacy laws), place resources in harm, or require resources to undergo background checks or other screening. The Counterparty shall also cooperate with security checks (including ID checks).
- 9.3. The Counterparty will replace Staff only with the prior consent of the Customer. The Customer may not withhold its consent unreasonably and may attach conditions to its consent.

## **10. Waiver**

- 10.1. No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **11. Entire Agreement**

- 11.1. This Contract (inclusive of its elements stated in the clause 1.2) is the entire agreement between the Parties in relation to its subject-matter and governs the relationship of the Parties to the exclusion (to the extent permitted by law) of any other terms and conditions.
- 11.2. In the event of and only to the extent of any conflict or ambiguity involving the clauses of this Contract, including any document forming part of the Contract, the conflict shall be resolved in accordance with the following order of precedence:
  - a. the Order;
  - b. the clauses of this Contract (excluding any Appendix);
  - c. all other Appendices to this Contract in their original sequence excluding the Order, including any updates thereof;
  - d. any other document referred to in this Contract.
- 11.3. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

- 11.4. Customer may accept standard or special terms required for the use of the Services and deliverables such as shrink-wrap and click-wrap licenses. The Counterparty guarantees to Customer that such acceptance will not restrict the use as agreed between Customer and Counterparty or OIP in any way.

## 12. Notices

- 12.1. Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing (including email or online portals) by or on behalf of the Party sending the communication, and sent to the address of the Party mentioned in Appendix 1, or such address of the Counterparty specified in the Service Terms. Each Party can change their address by serving a notice thereof in accordance with this clause.
- 12.2. The following table sets out the method by which notices or other communication may be served under this Contract and the respective deemed time of receipt:

Method of Service	Deemed time of receipt
Email	First (1 <sup>st</sup> ) Working Day after being sent, or, if earlier, when the recipient acknowledges receipt.
By registered post or courier	Seventh (7 <sup>th</sup> ) Working Days after the day on which the letter was posted or couriered or, if earlier, when the recipient acknowledged the receipt.

- 12.3. Communications shall not be deemed received if they are returned as undelivered.

## 13. Governing Law and Jurisdiction

- 13.1. Article 29 of the GÉANT Terms and Conditions applies. For the purpose of this clause, including the reference in the previous sentence, the Customer's seat shall be regarded the country that is indicated in Appendix 1.
- 13.2. Notwithstanding the reference of any dispute, the Parties shall continue to perform their obligations under the Contract.

For and behalf of the Counterparty

LUIS MANUEL MACEDO DE CASTRO VIEIRA  
Assinado de forma digital por LUIS MANUEL MACEDO DE CASTRO VIEIRA  
Dados: 2025.06.11 10:53:38 +01'00'

Signature: .....  
Name: Luís Manuel Macedo de Castro Vieira

Title: Managing Director

Date:

For and on behalf of the Customer

Signature: .....  
Digitally signed by Francisco Santos  
Date: 2025.06.11 12:27:37 +01'00'

Name: Professor Francisco Santos

Title: Vice-president of FCT's board

Date:

## APPENDIX 1

### Contract Details

Clause ref.	Term	Provision
-	Customer	Name: Fundação para a Ciência e a Tecnologia I.P.
		Avenida do Brasil, 101 – Lisboa/PT – 1700-066
		PT 503904040
		[REDACTED]
		Customer Contract reference: 8325766
-	Counterparty	Bechtle Direct Portugal, Unipessoal, Lda.
		Av. dos Congressos da Oposição Democrática, Edifício Plaza n.º 65, Lote (H/I)
		PT 508832209
		[REDACTED]
		Counterparty Contract reference: 148-1012508
-	Contract made pursuant to the Framework Agreement GEANT awarded to the Counterparty no.:	21/12/2024 Portugal-Azure-Bechtle-AG-2024FW01
-	OIP	Azure
3	Contract effective date:	01-06-2025
3	Contract expiry date:	31-07-2030
4	Currency	EURO
9	Customer email:	[REDACTED]
9	Counterparty's email:	[REDACTED]