

**DEVELOPMENT OF THE NATIONAL ECOSYSTEM FOR THE RECOGNITION AND ANALYSIS OF
THE INFORMATION EFFECT PHENOMENA (NAAS)**

PRE-COMMERCIAL PROCUREMENT CONDITIONS

Contracting Authority (Purchaser):

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I. GENERAL INFORMATION

1. The pre-commercial procurement shall be carried out in accordance with the Article 15(2)(2) of the Law on Procurement of the Republic of Lithuania, Resolution No. 22 of 15 January 2020 of the Government of the Republic of Lithuania *Regarding the Approval of the Description of the Procedure for Procurement of Research and Experimental Development Services* (hereinafter referred to as the **Description**) and these Pre-commercial Procurement Conditions (hereinafter referred to as the **Conditions**).
2. **Purchaser** (Contracting Authority) – General Jonas Žemaitis Military Academy of Lithuania (MAL). The procurement is carried out together with the Partner (Contracting Authority) Mykolas Romeris University (MRU). The Contracting Authorities are value-added tax (VAT) payers.
3. Terms used in the Conditions: **Pre-commercial Procurement** means a procurement of scientific researches and/or experimental development (hereinafter referred to as the **R&D**) services having the codes from 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5 according to the Common Procurement Vocabulary, other than those where the benefits accrue exclusively to the Contracting Authority for its use in the conduct of its own affairs and are remunerated by the Contracting Authority or that constitute state aid in order to develop an innovative product; **R&D Tenderer** (hereinafter referred to as the **Tenderer**) means a provider who submits a tender for participation in the R&D pre-commercial procurement; **R&D Provider** (hereinafter referred to as the **Provider**) means a natural or legal person or a group of such persons, economic entity or its unit able to offer R&D services in the market; **Coordinating Body** means the Agency for Science, Innovation and Technology. Other terms used in the Conditions correspond to the terms defined in the Description.
4. The pre-commercial procurement shall be conducted according to the principles of equality, non-discrimination, transparency, rationality, economy, competitiveness, proportionality, confidentiality and impartiality, innovativeness, risk-benefit sharing and value for money.
5. The Purchaser shall publish all the information about the implemented project, its aims, results and information about the funding from the European Union Regional Development Fund on the official website (<http://www.lka.lt/lt/titulinis.html>). At the beginning of the project, at least one poster on at least A3 format will be hung in a publicly visible place presenting the information about the project and the funding from the European Union Regional Development Funds.

II. OBJECT OF THE PRE-COMMERCIAL PROCUREMENT

6. The pre-commercial procurement shall be aimed at purchasing the service *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)*. The description of the pre-commercial procurement object is provided in the Description of the Pre-Commercial Procurement Object (see Annex 1). The requirements for the pre-commercial procurement object are set forth in the Technical Specifications (see Annex 2) that the Providers can receive from the Purchaser by signing a promise of confidentiality (e-mail for inquiries: naas.projektas@lka.lt).
 - 6.1. During the project, the Contracting Authority shall not plan to acquire equipment or licenses. Where justified and necessary to achieve the objectives of the project, the provision of such licenses and equipment shall be at the Tenderer's own expense or risk. The aim of the project shall be to develop the NAAS system and perform its testing, while its further operation conditions, operating model and necessary resources shall be introduced till the end of the Stage II. For the evaluation of the Stage II results (see Score Values of the Evaluation of the Results of the Stage II), the Tenderers shall provide the annual price for the maintenance of the NAAS system. The price shall be valid for 3 years. Upon the successful completion of all the stages, the Tenderer shall undertake to provide the NAAS support services at the cost of the support for the evaluation of the Stage II, if necessary.
 - 6.2. During the Stage II, the Tenderer shall evaluate and define necessary additional human and financial resources, qualifications, processes and other measures required from the Contracting Authority, potential users and third parties for the use and maintenance of the developed NAAS system, including expenses related to the management of Tenderer or third parties' intellectual property rights prior to the project and the intellectual property rights created during the project.
7. Considering the results of the stages and seeking to achieve the pre-commercial procurement aims, the Contracting Authority may establish additional reasonable requirements and/or update the existing conditions. If such a need arises, the Contracting Authority shall discuss additional requirements or their updates with Tenderers and Coordinating Body. Having approved a respective decision, the additional requirements and/or their updates shall be incorporated in the pre-commercial procurement documents and all the Tenderers shall be notified.

III. STAGES, DURATION AND BUDGET OF THE PRE-COMMERCIAL PROCUREMENT

8. The pre-commercial procurement shall consist of **3 stages**. At the end of each stage, the Tenderers shall compete and their number shall be reduced after each stage in order to select the Tenderers whose Tender corresponds mostly to the aims of the pre-commercial procurement.
9. The total duration of all the pre-commercial procurement stages shall be **24 months**. For important reasons, the Contracting Authority may extend the duration of the stages as follows: Stage I – up to 3 months, Stage II – up to 3 months, Stage III – up to 3 months.

Stage	Duration, months	Maximum number of financed Tenderers
Stage I (development of the concept)	6	4
Stage II (evaluation of alternatives and prototype development)	12	3
Stage III (development of the test batch of the innovative product)	6	2

10. Pre-commercial procurement budget – EUR 1.704.550,00 (including VAT).

	Stage I (development and validation of the concept)	Stage II (development of the prototype)	Stage III (development of the test batch)
Budget, Eur	296.443,00	1.000.497,00	407.610,00
Maximum fixed price per Tenderer, Eur	74.110,75	333.499,00	203.805,00

11. The costs exceeding the fixed price referred to in III (10) shall be borne by the Tenderer. The Tenderers of the Stages II and III of the pre-commercial procurement may be paid up to 30 per cent advance payment (from the maximum fixed price per Tenderer of a respective stage) in accordance with the procedure established in the contract.
12. If the Contracting Authority shall determine that the pre-commercial procurement object or its technical, functional, quantitative and qualitative criteria do not comply with the requirements set forth in the pre-commercial procurement contract and pre-commercial procurement documents, the fixed price to be paid to the Tenderer or the part of the price financed shall be reduced in accordance with the procedure laid down in the pre-commercial procurement contract in proportion to the obtained results or shall not be paid if the contractual obligations are not fulfilled.
13. The costs for the development of the Tenderer's pre-commercial procurement result shall not be eligible under this procurement, if they have already been or are allocated from the Operational Programme for European Union Structural Funds Investments for 2014–2020 or if an application for funding under other measures of the mentioned programme has been submitted for the development of the innovative product. If it is established that the Tenderer's costs for the development of the pre-commercial procurement result have already been or are financed from the funds allocated for the measures of the Operational Programme for European Union Structural Funds Investments for 2014–2020 or if an application for financing under other measures of the mentioned programme has been submitted for the development of the pre-commercial procurement result, the price to the Tenderer shall not be paid.
14. The Tenderers who are members of the same cluster as the Contracting Authority may not participate in the procurement. The concept of cluster is understood as it is defined in the Order No. 4-601 of 12 October 2017 *Regarding the Amendment of the Order No. 4-131 of 27 February 2014 'Regarding the Approval of the Lithuanian Cluster Development Concept'* of the Minister of the Economy and Innovation of the Republic of Lithuania.

IV. PROCEDURES AND TERMS OF THE PRE-COMMERCIAL PROCUREMENT

15. Information on this pre-commercial procurement (conditions, time limits for submission of tenders, progress of the procedure, answers to Tenderers, winning Tenderers of each pre-commercial procurement, etc.), excluding confidential information, shall be published on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Coordinating Body (<https://mita.lrv.lt>).
16. The Contracting Authority, no later than 5 working days prior to the end of the term established for the submission of Tenders, shall have the right to update the Conditions and extend the term for the submission of Tenders. The amendments to the Conditions shall be published in the same form and at the same place as the first version of the pre-commercial procurement documents. The Tenderers shall be notified in writing no later than within 5 working days prior to the time limit fixed for the receipt of Tenders.
17. The Tenderers shall have the right, no later than within 5 working days prior to the end of the time limit fixed for the receipt of Tenders, to request from the Contracting Authority for clarification of the Conditions and additional information related to the pre-commercial procurement. In accordance with the information procedure established in the Conditions. The Pre-Commercial Procurement Commission must provide answers to the Tenderers' requests no later than within 3 working days of the receipt of written requests. The Contracting Authority shall publish the answers to the Tenderers' requests but shall not specify from whom in particular the request for clarification was received. The answers regarding the Conditions and additional information shall be published in the same form and at the same place as the pre-commercial procurement documents.
18. The Tenderers shall send their requests for clarification (specification) of the pre-commercial procurement documents to the Contracting Authority by e-mail: naas.projektas@lka.lt. The Tenderers shall actively ask questions or ask for clarification (specification) of the pre-commercial procurement documents immediately after acquaintance with the provisions of the pre-commercial procurement documents. The updates of the Conditions shall be published no later than within 10 working days from the deadline for the submission Tenders and the date of publication of the adjustments and the Tenderers who have already submitted the Tenders shall be informed thereof.
19. The Contracting Authority, on its initiative but no later than within 14 working days prior to the time limit fixed for the receipt of Tenders shall organize a public consultation on the pre-commercial procurement documents publishing an announcement about that in the same form and at the same place as the pre-commercial procurement documents. A meeting with Tenderers shall be recorded in the minutes of the meeting. The minutes shall record all the questions about the pre-commercial procurement documents and answers to them. The minutes shall be published on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Coordinating Body (<https://mita.lrv.lt>).

V. REQUIREMENTS FOR THE PREPARATION AND SUBMISSION OF TENDERS

20. The time limit for the receipt of Tenders for Stage I: **23 July 2020, 10:00**. The Contracting Authority shall have the right to extend the time limit for the submission of Tenders any time till the end of the established time limit but no longer than 45 working days. If the limit for the receipt of Tenders is extended, the information shall be published on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Coordinating Body (<https://mita.lrv.lt>). The Tenderers shall be notified in writing. The time limits for the evaluation of the results of other stages shall be set after the evaluation of the results of the Stage I. The Tenderers shall be notified about the time limits for the evaluation of the results of other stages by e-mail and the information shall be published additionally on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Contracting Body (<https://mita.lrv.lt>).
21. The Tenderers may submit their Tenders signed with safe e-signature only by e-mail: naas.projektas@lka.lt. The Tenders submitted in a paper form or not by electronic means specified by the Contracting Authority shall be rejected as not complying with the requirements of the pre-commercial procurement documents.
22. Composition of the Tenderer's Tender:
 - 22.1. Form of the Tender (see Annex 3);
 - 22.2. Declaration of the Tenderer (see Annex 4);
 - 22.3. Documents supporting the Tenderer's qualifications (i.e. qualification requirements established in the Conditions);
 - 22.4. Digital copy of the power of attorney or other document (e.g. job description) authorizing the signing of the Tender (applicable when the Tender is electronically signed by the person authorized by the head of the company);
 - 22.5. The Tenderer shall indicate the Sub-providers intended to perform the Pre-Commercial Procurement Contract and the scope of services they are assigned;

- 22.6. Other documents to be submitted according to the Conditions (e.g. a joint activity agreement, when a Tender is submitted by a group of economic entities, other relevant information necessary for the evaluation of the Tenderer's Tender).
23. The price in the Tenders shall be indicated in Euros. The Price shall be expressed and calculated in the manner specified in the the Annex 3 to the Conditions. The price shall be calculated taking account of the total volume indicated in the Technical Specifications of the pre-commercial procurement object, price components, etc. The price shall be inclusive of all taxes and all costs of the Tenderer. Where the proposed services are subject to the VAT, the VAT shall be specifically indicated in the Tender.
 24. A fixed price shall be set for all Tenderers in each respective pre-commercial procurement stage. The price shall not exceed the common fixed price set forth in the Conditions for a Tenderer at an appropriate stage.
 25. The language used for the submission of the Tender and other correspondence shall be the Lithuanian or English language. If the relevant documents are issued in other language, they shall be submitted with a duly certified translation into the Lithuanian or English language. **Such translation must be approved by the signature of the Tenderer or his/her authorized person or by the signature of the translator and the seal of the translation bureau.**
 26. All the documents of the Tender (Form of the Tender, documents confirming the compliance of the Tenderer's qualifications with the qualification requirements established in the Conditions, other documents included in the Tender) must be **submitted in the folder of digital documents encrypted by electronic means** (the encrypted folder must be in ZIP format). The document encryption instruction is available at: http://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf.
 27. The submitted documents or their digital versions shall be accessible using non-discriminating and publicly available data file formats (e.g. pdf, doc, etc.) by providing digital copies of the respective documents signed using a safe electronic signature. Where the Tender and/or other documents accompanying the Tender are signed by an authorized person, the Tenderer must submit a digital facsimile copy of the power of attorney or other document whereby the person was authorized to sign the Tender and/or other documents. The Contracting Authority shall retain the right to sign the original documents.
 28. The Tender must be encrypted. The Tenderer who submits an encrypted folder of documents shall:
 - 28.1. submit the Tender with the encrypted folder of documents before the time limit fixed for the receipt of Tenders (**23 July 2020, 10:00**) by e-mail: naas.projektas@lka.lt;
 - 28.2. after the time limit for the receipt of Tenders (**23 July 2020, 10:00**) till the beginning of the Tender envelopes' opening procedure (meeting) (**23 July 2020, 11:00**), i.e. in an hour, provide the password by e-mail: naas.projektas@lka.lt to the Contracting Authority for decoding the submitted document.
 29. If, before the beginning of the Tender envelopes' opening procedure (meeting), the Tenderer, through his own fault, fails to submit the password or submits a wrong password using which the Contracting Authority could not decode the submitted information, the Tenderer's Tender shall be rejected as not complying with the requirements specified in the procurement documents.
 30. The validity period of the Tender shall be specified in the Tender. The Tender shall be valid for at least 90 calendar days after its submission. If the validity period of the Tender is not indicated in the Tender, it shall be considered that the Tender is valid for 90 calendar days from the submission of the Tender.
 31. The Tenderer shall have the right to modify or withdraw the Tender before the deadline for the submission of the Tenders. To withdraw or modify the Tender, the Tenderer shall send an e-mail message (signed by the authorized person) notifying of the withdrawal of the Tender. To submit the withdrawn and modified Tender again, the Tenderer shall re-submit it.
 32. Where a group of economic entities participates in these pre-commercial procurement procedures, it shall submit a digital copy of the joint activity agreement. The joint activity agreement shall state the obligations of each party to the agreement in performing the purchase contract planned to be concluded with the Contracting Authority and the percentage share of the value of the obligations in the total value of the purchase object. The joint activity agreement shall specify the joint liability of all parties to the agreement for the default on obligations to the Contracting Authority. In addition, the joint activity agreement shall specify the person representing the group of economic entities (with whom the Contracting Authority will communicate on the issues arising during the evaluation of the Tender and provide information relating to the evaluation of the Tender).
 33. The Contracting Authority shall not require the group of economic entities to assume a specific legal form where the Tender submitted by the group of economic entities is recognized to be the winning Tender and the Contracting Authority proposes concluding the contract.
 34. In each stage, the Tenderer may involve Sub-providers. The Tenderer must indicate the Sub-providers and the scope of services to which they are assigned to perform the pre-commercial procurement contract.
 35. **The Contracting Authority shall not be liable for the contingencies because of which the Tender was not received or received late. The Tender received late shall not be evaluated.**

36. The Tenderer, either individually or as a member of the group of economic entities, may submit only one Tender regarding the pre-commercial procurement object. Where the Tenderer, either individually or as a member of the group of economic entities, submits more than one Tender regarding the pre-commercial procurement object, all such Tenders shall be rejected. The Tenderer or member of the group of economic entities may not be a Sub-provider when submitting another Tender.
37. Alternative Tenders shall not be accepted. If the Tenderer submits an alternative Tender, the Tender and alternative Tender(s) shall be rejected. The Tenderer submitting an individual Tender may not participate in the group of Tenderers submitting another Tender. The Tenderer submitting a Tender may not offer his/her capability to other Tender or participate in the group of Tenderers submitting another Tender in the same procurement.

VI. REQUIREMENTS FOR TENDERERS

38. The Tenderer must meet the qualification requirements specified below.

Seq. No.	Qualification requirement	Documents supporting the compliance with the requirement
38.1.	The Tenderer has not acquired the status of an entity which is bankrupt or in bankruptcy, under restructuring or is being wound-up.	<p>If the Tenderer is a legal person registered in the Republic of Lithuania, he/she shall not be required to present the documents confirming the qualification requirements. The Contracting Authority shall check the data in the information system of the State Enterprise Centre for Registers on the last day of the deadline for submission of Tenders.</p> <p>A legal person of another state shall submit a certificate issued by competent judicial or public administration authorities of the state where the Tenderer is registered or the state he/she came from. The specified document must be issued no earlier than 30 days prior to the end for the submission of Tenders. If the document was issued earlier but its term of validity is longer than the time limit for the submission of Tenders, such document is acceptable during its validity period.</p> <p>If the Tenderer cannot present the aforementioned documents because they are not issued in a respective country, the Tenderer must explain the reasons for which he/she cannot present the documents supporting such circumstances and submit the Declaration of the Tenderer in a free form.</p>
38.2.	Has no record of conviction (or conviction has expired or has been cleared); during past 5 years, the Tenderer (legal person) has not been the subject of a conviction by final judgment for crimes against property, property rights and property interests, intellectual or industrial property, the economy or business order, financial system, civil service and public interests.	<p>The document issued by the court, Information Technology and Communications Department under the Ministry of the Interior of the Republic of Lithuania or State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania confirming the data jointly processed by competent authorities or by respective foreign authorities issued no earlier than 30 days before the end of submission of Tenders. If the document was issued earlier, but its term of validity is longer than the time limit for the submission of Tenders, such document is acceptable during its validity period.</p> <p>If the Tenderer cannot submit the aforementioned documents because they are not issued in a respective country, the Tenderer must explain the reasons for which the Tenderer cannot present the documents supporting such circumstances and submit the Declaration of the Tenderer in a free form.</p>
38.3.	The Tenderer has fulfilled the obligations relating to the payment of taxes, including social security contributions, according to the requirements of the country where he/she is registered or of the country of the Contracting Authority; the Tenderer shall be considered to have fulfilled the obligations relating to the payment of taxes, including social security contributions, where the amount of his/her outstanding obligations is smaller than EUR 50 (fifty euro).	<p>1) The document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or State Enterprise Centre of the Republic of Lithuania in accordance with the procedure established by the Government of the Republic of Lithuania confirming the data jointly processed by competent authorities or by a competent state institution of a country where the Participant is registered.</p> <p>2) If the Tenderer is a legal person registered in the Republic of Lithuania, he/she shall not be required to present the documents confirming the Tenderers' obligations relating to the payment of social security contributions. The Contracting Authority shall check the data on the official website of the State Social Insurance Fund Board on the last day of the deadline for submission of Tenders.</p> <p>A legal person of another state shall submit a certificate issued by competent judicial or public administration authorities of the state where the Tenderer is registered or the state he/she comes from. The specified document must be issued no earlier than 30 days prior to the end for submission of Tenders. If the document was issued earlier but its term of validity is longer than the time limit</p>

		for the submission of Tenders, such document is acceptable during its validity period. If the Tenderer cannot submit the aforementioned documents because they are not issued in a respective country, the Tenderer must explain the reasons for which the Tenderer cannot present the documents supporting such circumstances and submit the Declaration of the Tenderer in a free form.
38.4.	During the last one year, the Tenderer (legal person) has not been the subject of a conviction by final judgment for crimes specified in the Article 292 ¹ (1) of the Criminal Code of the Republic of Lithuania.	The Declaration of the Tenderer (see Annex 4) confirming that during the last one year the Tenderer has not employed illegally third country nationals in the Republic of Lithuania, or has not employed 5 or more illegal third country nationals in the Republic of Lithuania, or has not employed an illegal third country national in the Republic of Lithuania under particularly exploitative working conditions, or has not employed an illegal third country minor in the Republic of Lithuania. If the Tenderer cannot submit the aforementioned documents because they are not issued in a respective country, the Tenderer must explain the reasons for which the Tenderer cannot present the documents supporting such circumstances and submit the Declaration of the Tenderer in a free form.
38.5.	Qualification requirements for the Tenderer's management staff and persons responsible for the performance of the Pre-commercial Procurement Contract:	
38.5.1.	Project Manager: 1. University degree in technology or social sciences (at least Master's degree) 2. At least 1 implemented R&D project 3. At least 7 years of project management experience 4. Completed project management training or courses	1. Curriculum Vitae (CV) 2. List of implemented/ongoing projects 3. Copies of diplomas certifying education 4. Documents certifying project manager qualifications (e.g. PMi, PMP, <i>CompTIA Project+</i> or equivalent documents)
38.5.2.	Senior Researcher: 1. University degree in technology or social sciences (at least the degree of Doctor of Science) 2. At least 5 years of R&D projects experience	1. Curriculum Vitae (CV) 2. Copies of diplomas certifying the compliance with educational requirements 3. List of implemented/ongoing R&D projects
38.5.3	Researcher: 1. University degree in technology or social sciences (at least the degree of Doctor of Science) 2. At least 3 years of R&D projects experience	1. Curriculum Vitae (CV) 2. Copies of diplomas certifying the compliance with educational requirements 3. List of implemented/ongoing R&D projects
38.5.4.	Engineer: 1. University degree in technology (at least Master's degree) 2. At least 5 years of equivalent work experience	1. Curriculum Vitae (CV) 2. Copies of diplomas certifying the compliance with educational requirements
38.5.5.	Researcher-Programmer/Architect: 1. University degree in technology or physical sciences (at least Master's degree) 2. At least 5 years of equivalent work experience	1. Curriculum Vitae (CV) 2. Copies of diplomas certifying the compliance with educational requirements
38.5.6.	Data Analysis Specialist: 1. University degree in technology or physical sciences (at least Master's degree) 2. At least 5 years of experience of equivalent work experience	1. Curriculum Vitae (CV) 2. Copies of diplomas certifying the compliance with educational requirements
38.5.7.	Programmer: 1. University degree in technology or physical sciences (at least Bachelor's degree) 2. At least 3 years of experience of equivalent work experience	1. Curriculum Vitae (CV) 2. Copies of diplomas certifying the compliance with educational requirements
38.6.	During the last 5 years (if the Tenderer has been in operation for less than 5 years, then from the beginning of the date of the Tenderer's registration) to the day of the submission of Tenders, the Tenderer must have been successfully performed at least 1 contract concerning the services relating to data analysis, multilingual text analysis, unstructured large-scale data processing, artificial intelligence and/or machine learning development, content analysis and/or processing. The value of at least 1 contract must be at least EUR 425.000.	To prove the compliance with the requirement, the Tenderer may provide the following: - A list of performed or ongoing projects during the last 5 years or during the period from the date of registration of the Tenderer (if the Tenderer has been operating for less than 5 years) together with the clients' certificates that the works have been performed properly. The certificates must indicate the amount, date and place of the contract, procurement object and whether the work has been properly completed. Digital copies of the documents are required.
38.7.	During the last 5 years (if the Tenderer has been in operation for less	To prove the compliance with the requirement, the Tenderer may provide the

	than 5 years, then from the date of the Tenderer's registration) to the day of the submission of Tenders, the Tenderer must have been successfully performed or performing at least 3 R&D projects with a total value of at least EUR 375 000.	following: - A list of performed or ongoing projects during the last 3 years or during the period from the date of registration of the Tenderer (if the Tenderer has been operating for less than 3 years). The certificates must indicate the title, essence, value, date, place and duration of the project. Digital copies of the documents are required.
38.8.	The Tenderer is registered and operates in one of the countries of the EU, NATO or Schengen Area.	To prove the compliance with the requirement, the Tenderer may provide the following: - An extract from the register of a respective country or - A document confirming the registration of the Tenderer issued by the authorized institutions of a respective country.
38.9.	The Tenderer has a company reliability certificate issued in Lithuania or an equivalent certificate issued by the relevant authorities in a respective country or is registered in the procurement system of international organizations (e.g. NSPA) that performs the evaluation of the companies' reliability, or other document issued by relevant public bodies confirming the reliability of the Tenderer (conclusion, certificate, etc.). If the Tenderer does not have the documents mentioned in this clause, he/she may request the Contracting Authority to apply to the respective public institutions for a conclusion on the reliability of the Tenderer (due to the lengthy inspection process, the Tenderer is advised to contact the Contracting Authority immediately). The reliability of the Tenderer must be confirmed by an appropriate document prior to the beginning of the evaluation of Tenders, whereas for the selected Tenderers for the Stages I, II and III – throughout a respective stage of the pre-commercial procurement stage. The Tenderer whose reliability was not confirmed by a valid document (the document has not been submitted or its validity has expired) is excluded from the pre-commercial procurement.	To prove the compliance with the requirement, the Tenderer may provide the following: - A certificate confirming the Tenderer's reliability; - An equivalent certificate of assurance issued by the relevant authorities of a foreign state; - A certificate of registration of participation of international organizations in the public procurement system; - A positive conclusion on the credibility of the Tenderer provided by the relevant public authorities; - Other documents issued by the relevant public bodies confirming the reliability of the Tenderer (a conclusion, certificate, etc.).

39. The Tenderer must meet all the requirements set forth in the Clauses 38.1–38.9.
40. If the Tenderer wishes to rely on the capacity of the Sub-providers, he/she must prove to the Contracting Authority in the Tender that the resources of the Sub-providers on whose capacity he/she relies will be available to him/her.
41. If the Tenderer has submitted inaccurate or incomplete data on the compliance with the established qualification requirements, the Pre-Commercial Procurement Commission, without prejudice to the principles of the pre-commercial procurement, must request the Tenderer to revise, supplement or explain the data within a reasonable time, that may not be less than 5 working days, set by the Pre-Commercial Procurement Commission.
42. If the Tender is submitted by a group of economic entities, every member of such group must meet the qualification requirements set forth in the Clauses 38.1, 38.2, 38.3, 38.4, 38.8 ir 38.9 and submit the specified documents. At least one member of an economic entity must meet the qualification requirement set forth in the Clause 38.5 and submit the specified documents. At least one member of an economic entity must meet the qualification requirement set forth in the Clause 38.6 and submit the specified documents. At least one member or all members of a group of an economic entity must meet the qualification requirement set forth in the Clause 38.7 and submit the specified documents.

VII. EVALUATION OF TENDERS AND DEVELOPMENT OF THE LIST OF TENDERERS

43. Familiarization with the received Tenders shall take place during the meeting of the Pre-Commercial Procurement Commission to be held at the Contracting Authority's place: General Jonas Žemaitis Military Academy of Lithuania, Šilo St 5A, Vilnius, on **23 July 2020, 11:00**. All the Tenderers who submitted the Tenders shall be notified of the received Tenders (the name of the Tenderer submitting the Tender and the price) by electronic means. The procedures of examination and evaluation of the Tenders shall be carried out by the Pre-Commercial Procurement Commission, without participation of the Tenderers or their authorized representatives. The Pre-Commercial Procurement Commission may use experts for the evaluation of the Tenders.
44. The procedure for the evaluation of the Tenders and the results of stages is provided for in the Procedure for the Evaluation of the Tenders and Results (see Annex 5) to the Conditions. The duration of the Tenders' evaluation shall be 90 days from the deadline for submission of Tenders.
45. The Tender shall be rejected in the following cases:

- 45.1. The Tender does not comply with the requirements specified in the pre-commercial procurement documents (the Tender is not signed in the manner specified in the pre-commercial procurement documents, the Tenderer does not meet the qualification requirements, the Tender does not meet the conditions and requirements for the provision of services established in the Technical Specifications, etc.);
- 45.2. the Tenderer fails to update or supplement the submitted inaccurate or incomplete data about his/her qualifications on the request of the Pre-Commercial Procurement Commission within the fixed time limit;
- 45.3. the Tenderer provides false information about the compliance with the established requirements and the Pre-Commercial Procurement Commission proves by any lawful means that the information is false;
- 45.4. the Tenderer submits more than 1 Tender for the procurement object both individually and as a member of a group of economic entities;
- 45.5. the Tender is submitted after expiry of the time limit for the receipt of Tenders.
46. The Pre-Commercial Procurement Commission shall evaluate the received Tenders and develop the list of Tenderers for the respective stage of the pre-commercial procurement according to the evaluation scores and **no later than within 3 working days** from the decision of the Pre-Commercial Procurement Commission shall send the list to all Tenderers participating in the pre-commercial procurement. If the total of the evaluation scores of several Tenderers is the same, the list shall give priority to the Tenders that best meet the needs of the Contracting Authority and/or meet the requirements of the Technical Specifications. The list shall also be published on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Coordinating Body (www.mita.lrv.lt).
47. The winners who will implement a relevant stage of the pre-commercial procurement shall be the Tenderers whose Tenders according to the ranking established on the basis of the evaluation scores are included in the maximum number of the financed Tenderers (see the maximum number of the financed Tenderers above).

VIII. IMPLEMENTATION OF THE PRE-COMMERCIAL PROCUREMENT

48. The winners shall be the Tenderers whose Tenders have been recognized as the best throughout all stages of the pre-commercial procurement.
49. The maximum number of winners:
- 49.1. Stage I: 4 winners
- 49.2. Stage II: 3 winners
- 49.3. Stage III: 2 winners
50. Each stage of the pre-commercial procurement shall start with the conclusion of the contract with the Tenderer. At the end of each stage, the results of Tenderers shall be evaluated according to the procedure specified in the Conditions (see Annex 5. Procedure for the Evaluation of the Tenders and Results). On the basis of the evaluations, the Pre-commercial Procurement Commission shall develop the ranking and decide on the Tenderers selected for the participation in the next stage of the pre-commercial procurement.
51. The pre-commercial procurement shall end when:
- 51.1. the objective specified in the pre-commercial procurement documents is achieved and the obligations established in the contracts for the implementation of the Stage III are fulfilled;
- 51.2. the pre-commercial procedures are terminated;
- 51.3. the time limit of the Contracting Authority's proposal to conclude the pre-commercial procurement contracts for the implementation of a respective stage expires and the pre-commercial procurement contract for the implementation of the stage is not concluded with any of the Tenderers for the reasons that do not depend on the Contracting Authority;
- 51.4. all the Tenderers withdraw their Tenders before the conclusion of the pre-commercial procurement contract for the implementation of a stage or refuse to conclude the pre-commercial procurement contract for the implementation of a stage;
- 51.5. no Tenders are received until the end of the time limit fixed for the submission of the Tenders for a stage.
52. The Contracting Authority shall have the right to terminate the pre-commercial procurement if the minimum number of Tenderers, with whom the contracts have been concluded for a specific stage, do not achieve the result specified in the pre-commercial procurement contract; if, in the opinion of the Contracting Authority, it is inexpedient to continue the pre-commercial procurement; there are circumstances due to which the pre-commercial procurement does not comply with the principles set out in the Clauses 10 and 11.
53. The result of the Stage III of the pre-commercial procurement, after its testing and making necessary improvements observed during the test, are transferred to the ownership of the Contracting Authority.

IX. CONTRACTS OF THE PRE-COMMERCIAL PROCUREMENT

54. **No later than within 14 (fourteen) calendar days** after the publication of the list of Tenderers developed on the basis of the number of the evaluation scores, the Contracting Authority shall submit a written proposal (by e-mail) to the invited Tenderers to conclude the pre-commercial procurement contract for the implementation of a respective stage.
55. The draft pre-commercial procurement contract is provided in Annex 6 to the Conditions.
56. If the Tenderer, who was offered to conclude the pre-commercial procurement contract, refuses in writing to conclude it, fails to sign the pre-commercial procurement contract by the time limit specified in the procurement documents or refuses to conclude the pre-commercial procurement contract under the conditions specified in the procurement documents, it shall be considered that the Tenderer has refused concluding the pre-commercial procurement contract. In that case, the Contracting Authority, immediately but no later than within 3 working days, shall offer to sign the pre-commercial procurement contract to the Tenderer the evaluation of whose Tender according to the established ranking is the first after the Tenderer who has refused to conclude the pre-commercial procurement contract.
57. The Contracting Authority shall not request that the performance of the pre-commercial procurement contract is secured by a bank guarantee or by a surety of an insurance undertaking.

X. INTELLECTUAL PROPERTY AND PROTECTION OF CONFIDENTIAL INFORMATION

58. Intellectual property objects that are developed or appear when the Tenderer participates in the pre-commercial procurement and/or supplies R&D services or that are created before that and are used by the Tenderer in the pre-commercial procurement and/or in the provision of the R&D services shall be the ownership of the Tenderer. The Tenderer who owns the intellectual property objects created in the pre-commercial procurement shall grant to the Contracting Authority an unlimited right to use free of charge the intellectual property objects created by the Tenderer in the pre-commercial procurement for its own needs and to modify, adapt and recompile them for the use of the intellectual property objects for their intended purpose for which they were acquired and to the third parties – a nonexclusive right (e.g. a license under market conditions). If the Tenderer's results of the pre-commercial procurement are inextricably linked to the tangible property (e.g. developed prototype, database or a pilot batch of an innovative product), the Tenderer must transfer the property to the Contracting Authority. The intellectual property objects belonging to the Tenderer and that are not developed in the pre-commercial procurement but are used by the Tenderer to perform the pre-commercial procurement must be licensed to the Contracting Authority on fair, reasonable and non-discriminatory terms.
59. Protection of confidential information:
 - 59.1. Without a prior written consent of the Tenderer with whom a pre-commercial procurement contract is not concluded, the Coordinating Body and the Contracting Authority must not disclose to third parties the confidential information received from such Tenderer in the pre-commercial procurement for at least 4 years after the day of submission of the Tender of such Tenderer;
 - 59.2. Without a prior written consent of the Tenderer with whom the pre-commercial procurement contract is concluded, the Coordinating Body and the Contracting Authority must not disclose to third parties the confidential information received from such Tenderer in the pre-commercial procurement for at least 4 years after the communication of the results of the last stage of the pre-commercial procurement contract implemented by the Tenderer.
 - 59.3. If the Pre-Commercial Procurement Commission has doubts about the confidentiality of the information provided in the Tender, it must request the Tenderer to prove why the information is confidential.
 - 59.4. The Providers and Tenderers must keep and not disclose the confidential information received from the Contracting Authority during the pre-commercial procurement for a period specified by the Contracting Authority but no less than 4 years from the date of submission of such information to the Providers and/or Tenderers.

XI. SUBMISSION AND HANDLING OF COMPLAINTS

60. The Tenderers who disagree with the Contracting Authority's decisions or acts (omissions) relating to the pre-commercial procurement shall have the right, within 10 working days after receiving a written notification of the Contracting Authority of the decision taken thereby or after becoming aware of the acts (omissions), to file a written claim with the Contracting Authority and/or Coordinating Body. The bringing of claim shall be a mandatory procedure for the out-of-court settlement of disputes.

Upon the receipt of the claim, the Contracting Authority shall immediately suspend the procurement procedure until the claim is examined and a decision is made.

61. Further to the receipt of the Tenderer's claim, the Coordinating Body shall, within 3 working days, request the Contracting Authority to present, no later than within 5 working days, the reasoned explanations regarding the filed claim. Considering the filed claim, explanations and other evidence, the Coordinating Body shall, no later than within 15 working days after the receipt of the claim, take a reasoned decision to satisfy or reject the claim and communicate the decision to the Tenderer and the Contracting Authority.
62. Further to the receipt of the Tenderer's claim, the Contracting Authority shall, no later than within 5 working days, submit reasoned written explanations regarding the filed claim to the Coordinating Body. Considering the filed claim, explanations and other evidence, the Coordinating Body shall, no later than within 15 working days after the receipt of the claim, take a reasoned decision to satisfy or reject the claim and communicate the decision to the Tenderer and the Contracting Authority.

XII. ANNEXES

Annex 1	Description of the Pre-commercial Procurement Object
Annex 2	Technical Specifications
Annex 3	Form of the Tender
Annex 4	Declaration of the Tenderer
Annex 5	Procedure for the Evaluation of the Tenders and Results
Annex 6	Draft Contracts of the Pre-commercial Procurement
Annex 7	Delivery and Acceptance of Deed of the Pre-commercial Procurement Result

DESCRIPTION OF THE PRE-COMMERCIAL PROCUREMENT OBJECT

1.	Title of the pre-commercial procurement	<i>Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)</i>
2.	The compliance of the pre-commercial procurement object with the priority direction of the Smart Specialization ¹	<input type="checkbox"/> Energy and sustainable environment <input type="checkbox"/> Health technologies and biotechnologies <input type="checkbox"/> Agroinnovations and food technologies <input type="checkbox"/> New production processes, materials and technologies <input checked="" type="checkbox"/> Transport, logistics and information and communication technologies <input checked="" type="checkbox"/> Inclusive and creative society <input type="checkbox"/> Not applicable

¹ According to the Priority Scientific Research and Experimental (Social and Cultural) Development and Innovation Development (Smart Specialization) Directions and Their Priorities Implementation Programme approved by the Resolution No. 411 of 30 April 2014 *Regarding the Approval of the Priority Scientific Research and Experimental (Social and Cultural) Development and Innovation Development (Smart Specialization) Directions and Their Priorities Implementation Programme* of the Government of the Republic of Lithuania.

		<p>Specify the priority and its thematic specifics (if applicable): The project complies with the provisions of the Priority Scientific Research and Experimental (Social and Cultural) Development and Innovation Development (Smart Specialization) Directions and Their Priorities Implementation Programme as the project aims to <i>develop an innovative product and use it responding to global trends and long-term national challenges</i> (see Clause 19.1).</p> <p>The implementation of the project will contribute to the priority scientific research and experimental development and innovation development priority directions Transport, Logistics and Information and Communication Technologies and Inclusive and Creative Society:</p> <ul style="list-style-type: none"> • Priority: Advanced Electronic Content, Technologies for Its Development and Information Interaction: <ul style="list-style-type: none"> ○ Semantization technologies of information resources and services (partially) ○ Mathematical modeling technologies of data analysis and visualization (partially) ○ Technologies for integration of the Lithuanian written and spoken language and culture into the digital space (partially) ○ Electronic content security and secure information interaction technologies • Priority: Infrastructure of the Information and Communication Technologies, Cloud Computing Solutions and Services <ul style="list-style-type: none"> ○ Methods and technologies for modeling and integration of activity processes and regulations (partially) ○ Data visualization, cloud computing and digital media technologies (partially) ○ Security technologies for e-services and cloud computing • Priority: Modern Educational Technologies and Processes Promoting the Development of Creative and Productive Personality <ul style="list-style-type: none"> ○ Competence recognition models and their e-systems (partially) ○ Socio-cultural cluster models increasing the effectiveness of competence development ○ New generation thinking models, educational strategies and technologies ○ Interactive and experiential educational systems and technologies for higher education, vocational training, general education and non-formal education <p>Also, the implementation of the action plan in accordance with the clauses 22.1, 22.2, 24.2, 24.3, 26.2, 26.3, 28.1, 28.3, and 28.5 shall also be pursued:</p> <ul style="list-style-type: none"> • 22.1. to develop and implement new and substantially improved blended or hybrid competence development technologies, including: <ul style="list-style-type: none"> • 22.1.1. traditional and new media technologies ensuring learning accessibility, flexibility, attractiveness and efficiency; • 22.1.2. autonomous learning technologies that improve the quality of learning; • 22.1.3. development of technologies for a curriculum integrating a variety of teaching and learning methods and processes to achieve learning effectiveness and optimal impact on learning and acquisition of skills; • 22.2. to develop and implement new or substantially improved didactic technologies for formal and non-formal education technologies ensuring the interaction of teaching and learning tools (e.g. e-learning tools, simulation programmes, educational e-games, etc.), visual and experiential learning (e.g. 3D printing, virtual environments, etc.) focused on the development of a creative personality open to changes and innovation; • 24.2. to develop blended competence development technologies ensuring the relevance, accessibility, attractiveness and persuasiveness of content and the flexibility and efficiency of the learning media; • 24.3. to develop the prototypes and services of mixed competence development allowing to ensure the development of the required competences and skills in a timely and efficient manner adapting to the constantly changing environment of working and public sector; • 26.2. to develop the models and technological solutions for interactive and experiential learning, problem-based learning systems and models of their effectiveness and technological solutions in higher education, vocational training, general education and non-formal education subsystems; • 26.3. to develop the prototypes of interactive, experiential and problem-based teaching and learning methods allowing a holistic and systematic development of a creative personality open to changes and innovations; • 28.1. to implement interactive, experiential and problem-based learning didactic methods and educational systems covering them; • 28.3. to create and implement virtual and remotely controlled teaching and learning laboratories for formal education (general education, vocational and higher education schools); • 28.5. to create and develop the infrastructure and platforms (including e-platforms) for the development of competences needed to update the content of education and to create, implement, adapt and apply new educational systems in the fields of formal and non-formal education fields. <p>The project will also contribute to the priority directions Information and Communication Technologies and Inclusive and Creative Society of the scientific research and experimental development and innovation development:</p> <p>Priority: Information and Communication Technologies Implementation subjects:</p> <ul style="list-style-type: none"> • Artificial intelligence, big and distributed data • Diverse analysis, processing and implementation <p>Priority: Inclusive and Creative Society Implementation subjects:</p> <ul style="list-style-type: none"> • Modern educational technologies and processes • Social and cultural innovations to develop products and services for the development of the society, innovative working models
3.	An innovative product to be developed during the	The pre-commercial procurement aims to create an efficient and modern ecosystem of science and studies enabling higher education institutions to train public security specialists and carry out research activities, including information security, information and hybrid threat analyses,

	pre-commercial procurement	integrated (Internet and kinetic) information space monitoring and analysis of potentially criminal content. The ecosystem will integrate a concept model, methodological base and measures to implement the vision of modern studies, thus enabling a direct cooperation between education institutions and participants to those cooperative activities. For this purpose, it is planned to develop the National Science and Studies Platform for the Recognition and Analysis of the Information Security and Information Threat (NAAS). The newly developed ecosystem integrating technological, software and methodological instruments is intended for training the specialists of integrated electronic and physical space analysis and scientific research. The ecosystem will contribute greatly to more effective mitigation of the impact of hybrid threats at the national and international levels and ensuring public security.
4.	The problem of the pre-commercial procurement to be solved by the Contracting Authority after completing the pre-commercial procurement	<p>Information space has a big impact on strategic decision-making in geopolitics in the modern world. Unlike traditional geopolitics, the measures of the geopolitics of information are used to exploit the society's vulnerability and to complicate the decision-making processes significant to the society and influence political, social and economic environment.</p> <p>The actions of the information effect manifest through large-scale disinformation campaigns. Using social media, political developments are controlled, individuals are radicalized, recruited and tasked to destabilize the society, incite strife in social groups and thus downplay the fundamental values and freedoms of democracy. The information space has become a standard platform allowing a hostile state or anti-state subjects to convey the image of their reality by shaping public attitude usefully directed and motivating people's behavior.</p> <p>Manipulation of the information in the electronic and physical spaces is a relatively new phenomenon, especially in the context of the impact in the electronic space and social networks. The novelty of the phenomenon presupposes several problems related to its identification, evaluation, prevention and planning of other responses and measures:</p> <ul style="list-style-type: none"> - No knowledge, experience and skills directed towards the detection, analysis and evaluation of the mentioned phenomena. - In the absence of specialized studies, there are no trained specialists capable of understanding and managing this phenomenon. - Due to the problems identified above, the institutions related to the phenomenon do not have established positions related to the management of the mentioned phenomenon, or the respective functions are not included in the existing job descriptions. - The phenomenon is very dynamic (both technologically and methodologically and in terms of content) and the institutions concerned are currently unable to adapt to the changing environment and take timely actions. - The nature and extent of the change formed by this phenomena, its long-term and short-term consequences are not known. - Very limited regulation of cyberspace activities allowing for a wider range of measures than in the physical environment where freedom of action is more precisely defined. - There is no definition of legitimate actions in the electronic space for law enforcement and other public security institutions. <p>To create effective complex measures to solve the above mentioned problems, it is necessary to use the latest scientific achievements, expert resources and technological tools that would allow to monitor the information space and to assess the risks of vulnerabilities in the strategic areas. Such tools need to be designed with regard to a very wide range of aspects presupposing the versatility and complexity of the measures. Some aspects of concern are as follows:</p> <ul style="list-style-type: none"> - Although propaganda and manipulation of information is not a new phenomena, the cyberspace has provided opportunities for new manifestations of it, such as: <ul style="list-style-type: none"> - Fragmentation, where the information is provided to small target groups operating in closed information spaces; - Uncontrollability, when information is formed in such a way that it is difficult (sometimes impossible) to identify the primary sources, the dissemination of information takes place especially fast in closed information systems, where the lawful participation of law enforcement authorities is not possible; - Palpability of the widespread use of non-normative language in the electronic space (unlike the public information space) and standard tools adapted to normative language do not work. - Especially big changes in the volume of digitized information in the electronic space which determine the parameters of technological solutions and analytical capabilities. - Technological and social changes are particularly rapid, therefore, the measures developed must be able to adapt to them. - As the phenomenon is new and evolving, there is no established practice yet. It means that it is not possible to take over the methodologies and tools developed by other countries or to use their experience in developing such tools. - Information in cyberspace is multilingual, however, the instruments intended to address the components of certain measures are not adapted to the Lithuanian normative or non-normative language. - The aim is to detect and analyze the versatility of information which determines the need to involve many public bodies. Accordingly, the definition of the information field, analysis process and development of the information effect methodology is a very complex task. - Information space includes both physical and electronic space, therefore, the integration of these spaces into a common system requires innovative solutions. - Many different methodological and technological solutions are currently offered for the monitoring and analysis of the information space, however, they are intended to perform certain narrower functions. Thus, the selection, testing and evaluation of such solutions as well as the development and maintenance of their integrity is another important aspect. - The novelty of the problems to be solved also determines the need to create a structure of relevant competences. The required sets of knowledge and skills currently are not known. - Infrastructure needs, including the development of open data and social web archive, are not currently formulated. <p>The NAAS project will focus on the following mentioned issues and challenges:</p>

		<ul style="list-style-type: none"> • To develop public information security as a doctrine; • To define and develop new specialist competences enabling the comprehensive training of public information security specialists; • Using the latest achievements of the information technology science and industry, to integrate artificial intelligence, self-learning systems, Internet monitoring, automated language technologies; to develop/adapt/integrate/implement the tools to detect and analyze public information security phenomena, events published publicly by individuals or organizations in open access electronic space channels and physical space. • To create and develop an immediate ecosystem of cooperation among practitioners, researchers and academics enabling timely problem solving and training of specialists in line with operational practices.
5.	A potential added value of an innovative object created during the pre-commercial procurement in Lithuania and the European Union	<p>To create, implement and promote the NAAS ecosystem, various social, scientific, technological, methodological and organizational tasks will be addressed during the project implementation by aiming:</p> <ul style="list-style-type: none"> • To identify and structure current and known future challenges in the areas of information threats and information security risk management addressed (or as part of the solution) by advanced security and analytical technologies (data mining, artificial intelligence, cost-effective systems and other advanced science and IT technologies); • To enable and ensure the availability of data necessary for research and effective training of information security specialists by applying innovative technological means; • Using the latest achievements in advanced analytics and information security science, to design and develop reliable methods, techniques and tools enabling the trained specialists to effectively control risks, threats and manage information security processes. • To reduce the complexity of new methods, tools and technologies for analysis and information security by creating accessible and understandable easy-to-use science and research infrastructure for specialists and researchers.
6.	Brief description of the R&D service to be procured	<p><i>Stage I. Development of the Solution Concept</i> This stage involves the R&D Stages 2 and 3 according to the Description of the Classification of Research and Experimental Development Stages approved by the Resolution No. 650 of 6 June 2012 <i>Regarding the Approval of the Description of the Recommended Classification of the Research and Experimental Development Stages</i> of the Government of the Republic of Lithuania.</p> <p>To create the product that best meets the needs of the Contracting Authority, the Stage I shall involve the following activities:</p> <ul style="list-style-type: none"> • Preparation of the NAAS operating model (forecasting the scope of activities, identification of necessary resources, preparation of methods for implementation of activities, application of the model in the institutional activities); • Definition of the analysis process (preparation of the analysis process model, detailed description of the analysis process, evaluation of the possibilities for automation of the analysis process); • Development of the methodology for the recognition of the information effect (definitions of the information effect, monitored field, information dimensions, compilation of sets of phenomena, testing and adjustment of developed methodologies); • Development of the methodology for the evaluation of the information effect processes and applied measures; • Preparation and implementation of the plan of measures for strengthening civic motivation and the methodology for evaluation of their effectiveness on the basis of the prepared ecosystem: development of the methodology for determination of the civic motivation of the Lithuanian population; determination of the civic motivation of the Lithuanian population; development of a plan for strengthening the civic motivation of the Lithuanian population; • Development of a conceptual model for combining kinetic and electronic information (formation of connecting dimensions (time, geographic location, personal name, topic, etc.); attribution of information units, evaluation of technological viability and possibilities for further development); • Development of the information system architecture (general architecture of the information system, evaluation and selection of information sources, design of technical solutions for information collection, adaptation of computational linguistic tools (developed in other projects) and development of the new ones; <p><i>Stage II. Evaluation of the Alternative Solution and Development of the Prototype.</i> This stage involves the R&D Stages 4-7 according to the Description of the Classification of Research and Experimental Development Stages approved by the Resolution No. 650 of 6 June 2012 <i>Regarding the Approval of the Description of the Recommended Classification of the Research and Experimental Development Stages</i> of the Government of the Republic of Lithuania.</p> <p>In this stage, the following activities shall be implemented contributing to the development of the prototype model:</p> <ul style="list-style-type: none"> • Implementation of the conceptual model combining kinetic and electronic information (selection/adaptation/development of technological tools enabling combination of information); • Selection and implementation of the information system architecture solutions (creation/selection of the set of analytical tools for the analysis of the linguistic, video and audio data; development/selection of the set of analytical tools for forecasting future events and modeling possible scenarios; development/selection of an integration platform for integration of data collected from different sources; development/selection of analytical tools for data visualization); • Testing, evaluation, selection and pilot operation of the reliability and applicability of the developed methodologies, technical solutions, integration platform, selected/developed/adapted tools and analysis process.

		<p>Stage III. Development of the Test Batch of an Innovative Product. This stage involves R&D Stages 8 and 9 according to the Description of the Classification of Research and Experimental Development Stages approved by the Resolution No. 650 of 6 June 2012 <i>Regarding the Approval of the Description of the Recommended Classification of the Research and Experimental Development Stages</i> of the Government of the Republic of Lithuania.</p> <p>This stage shall involve the production of the trial version, field testing and presentation of the platform to the final users. The Stage III shall involve the following activities:</p> <ul style="list-style-type: none"> • Identification of missing undeveloped components (preparation of competence structure, open data and social Internet archive model, description of infrastructure needs and development) and solution transfer and testing under close-to-real operating conditions (i.e. at the Department of Strategic Management of the Lithuanian Armed Forces); • Demonstration of the prototype operation in the real environment to the interested institutions in order to create a model of inter-institutional cooperation (identification of potentially interested public bodies at the national and international level); preparation of the communication process; inter-institutional development of the methodology for the evaluation of a situation and analysis of the possible directions of a situation development; inter-institutional development and implementation of a system of situation evaluation, analysis of possible directions of situation development, forecasting, tendency evaluation and applied decision-making process support measures; definition of the opportunities for cooperation with educational and scientific institutions; preparation of the process of cooperation with educational and scientific institutions. • Development of guidelines for possible further development and continuous improvement; • Development of guidelines for the solution for the application of intellectual property protection elements; • Development of guidelines for the possible application of the solution for commercial and non-commercial purposes in other areas.
7.	The need for R&D services to develop an innovative product	<p>Having assessed the availability of both methodological and technological solutions at the international level and considering the specifics of institutional activities, it can be concluded that currently available solutions only partially fill certain parts of the ecosystem, and a suitable complex solution integrating necessary instruments presently is not available. This limitation is due to the following factors:</p> <ul style="list-style-type: none"> • This type of solution is associated with a newly evolving area of public security, therefore, the supply is limited. It means that it is not possible to take over the methodologies and instruments developed by other countries or use their experience of developing such measures. • Information in cyberspace is multilingual, however, the instruments intended to address the components of certain foreseen measures are not adapted to the Lithuanian normative and non-normative language. <p>The availability of possible related solutions and the use of existing practices and instruments are described in the Annex 1 Clause 5 Description of the Procedures for the Evaluation of the Pre-Commercial Procurement Documents at the Agency for Science, Innovations and Technologies (Results of the Product Planned to Be Developed or the Search for Its Analogue in the Market).</p> <p>Scientific researches and technological solutions described in Technical Specifications (see Annex 2) are necessary to address new public security challenges.</p>
8.	Expected beneficiaries of the pre-commercial procurement result	<p>The implementation of the NAAS project would create a unique solution allowing Lithuania to accumulate experience, competence and capabilities that could be used by other EU member states. It is important to note that this type of solution and the related competences would allow for competitive participation in various EU (Horizon Europe), NATO and other scientific research programmes.</p> <p>The range of applications of such a solution is highly varied and can cover many areas of public security:</p> <ul style="list-style-type: none"> • Monitoring, forecasting and prevention of crises and other critical phenomena; • Monitoring of propaganda and determination of the information effect (inside-outside of the country); • Monitoring of criminal content on the Internet (dissemination of false information, incitement to discord, anti-racist statements, use of prohibited symbols, incitement to war); • Organized crime prevention; • Statistical, sociological, social and neural networks, computational linguistics, political science and other researches.

TECHNICAL SPECIFICATIONS

I. GENERAL PART

Information space has a big impact on strategic decision-making in geopolitics in the modern world. Unlike traditional geopolitics, the measures of the geopolitics of information, poorly regulated and limitless cyberspace and society's vulnerability are used to complicate decision-making processes significant to the society and influence political, social and economic environment. Cyberspace frequently becomes a scene for crime, such as incitement to sex, sexual orientation, race, nationality, language, origin, social status, convictions or views hatred, incitement, child pornography and organizing or committing crimes.

Information threats, i.e. information-based operations and information attacks during economic or political crises or state of emergency, etc., are carried out anytime focusing on individuals, social groups and the whole society. They differ only in subject, intensity and lethal level. Information attacks in peacetime pursue self-beneficial political goals, like disrupt democratic processes and break citizens' will to resist in the event of obvious invasion. The actions of the information effect manifest through large-scale disinformation campaigns using social media, controlled political developments, radicalized and recruited individuals who are tasked to destabilize the society, incite strife in social groups and commit crime against separate groups, downplay fundamental values and freedoms of democracy. The information space has become a standard platform allowing a hostile state or anti-state subjects to convey the image of their reality by shaping public attitude usefully directed and motivating people's behavior.

A group of information effect actions is comprised of but not limited to: Information Security, Electronic Fight, Deception (Propaganda), Public Security, Psychological Operations, Computer Network Defence and Offense (Cyber Operations) and Physical Destruction.

The global tendencies summarized in the report of the Homeland Security Institute on the Internet as a tool of radical forces to reach the youths outline that the cyberspace has been increasingly used for spreading different extremist and hostile ideology and has become an effective measure of manipulation and impact. The following are the aspects of impact of the cyberspace:

- Due to the evolution of the media technologies, the Internet technologies have been increasingly integrating into the daily life of the society. Social processes, especially the ones related to the spread of information and the use of information products and services has changed during the last decade. The evolution of self-organized services, development of user-oriented content, new channels of communication and information (Wiki-type databases, user-dedicated self-organized information search engines, blogs, forums and groups in social media portals, online training courses, etc.) have formed new habits. Many self-organized services have created an environment for an individual to easily access all types of information without using any filters. These changes enable the freedom of information spread, however, they also open door to a dangerous, negative and possibly violent criminal content.
- The tools of anonymisation allow users to camouflage their online activities and interests. For example, a person is an active and recognized member of a kinetic community and an active member of the radicalization process in the virtual space at the same time.
- Radicalization processes in the cyberspace is becoming increasingly easier to implement. Although the forms of violent and radical phenomena remain a threat, the radicalization process has changed and has to be reviewed to understand its new features. As the electronic and kinetic environments have become closely related in crime and radical cases, their recognition and differentiation are necessary to have a full knowledge of the analyzed cases.

The cyberspace can have a big impact on human behavior and influence socialization processes, awareness of personal responsibility, etc. Accordingly, it determines a relation between cause and effect, balance between emotional and cognitive stimuli, organization of presence (work or society) and thus create new models of behavior, develop new skills and habits and necessity for new analytical forms, tools and methods enabling changes.

Today, it is acknowledged that shaping the attitudes of citizens is a new type of tool to influence other states and that has been used as a latent or concentrated impact weapon. Manipulating the information in the electronic and physical spaces is a relatively new

phenomenon especially in the cyberspace and social networks. The novelty of the phenomenon entails a series of problems of planning the actions and measures related to its recognition, evaluation, prevention and response.

To create efficient complex means to solve the mentioned problems, it is necessary to use the latest scientific achievements, expert resources and technological tools allowing to monitor the information space and assess vulnerability risks to strategic areas.

The NAAS ecosystem can be defined as a set of tangible and intangible set of decisions including new operational models for institutions, competencies, methodologies, technological solutions, means, processes and attitude to societal processes.

The evaluation of methodological and technological solutions' accessibility internationally and considering the specifics of institutions, it can be generalized that current market solutions only partially fill certain parts of the developing ecosystem, whereas a right complex solution integrating necessary instruments is not currently available in the market. Access to the existing technological and methodological solutions allowing to operate more efficiently is very limited due to the following factors:

- As the solutions of this kind are related to the newly developing area of public safety and security, their supply is limited. It means that there is no possibility to take over the methods and instruments of other countries and make use of their experience in the development of such measures.
- Information in the electronic environment is multilingual, however, the instruments designed to address the components of intended measures are not applicable for normative and non-normative Lithuanian language.

The implementation of the NAAS project would create a unique solution enabling Lithuania to collect experience, expertise and abilities to be shared with other states. It is important to note that such a solution and related competences would allow a competitive participation in the international programmes of science and innovations.

II. FUNCTIONAL REQUIREMENTS FOR THE PRE-COMMERCIAL PROCUREMENT OF AN INNOVATIVE PRODUCT

When procuring the R&D services, the Contracting Authority seeks for an innovative methodology for identification and monitoring of the information space threats and developed/found/adapted/implemented software and hardware for target content monitoring and assurance of teaching process. It should also involve the preparation of requirements for target content in the information space monitoring and analysis platform including general architecture of the information system, technical solutions for information collection, adaptation of computational linguistic tools (developed by other projects) and development of the new ones.

As a model and typical set of measures for monitoring and analyzing the information space and a primary set of solutions for selection of components (partial solutions), the NAAS development will be based on but not limited to the following sources:

- Open Source Intelligence Tools and Resources Handbook 2018, Aleksandra Bielska, 2018 i-intelligence GmbH (<https://www.i-intelligence.eu/>)
- A set of measures selected and evaluated by the market analysis (see Annex 3)

A developed solution should be classified as a medium or high volume information system.

The R&D services should:

- Develop/select tools designed to collect data from defined cyberspace sources in an authorized and semi-automatic way;
- Develop/select a set of analytical tools for language, video and sound data analysis;
- Develop/adapt innovative data processing methods based on learning systems, sentiment analysis and big data-based analysis;
- Compile a dictionary of target content terminology;
- Develop/select analytical sets of tools to forecast future events and model possible scenarios;
- Develop/select an integration platform to integrate collected data from different sources;
- Integrate/link open-source and national statistics databases as well as other data sources of structured information; develop/select analytical tools for data visualization.

The table below presents the main functional requirements for the ecosystem, product and its components, including related methodological and operational modeling aspects.

Requirements	Characteristics and description
I. Development of the concept and methodological part	
Development of the NAAS operating model	To develop an operating model enabling higher education schools to prepare public security specialists and carry out scientific activities including information security, information and hybrid threats analyses, integrated monitoring of information space (the Internet and cyberspace) and analysis of possible criminal content. The operating model should include and integrate a conceptual model, methodological base and means for the implementation of the vision of modern studies and science enabling immediate cooperation between education institutions and participating parties. Issues and objectives could be set by the representatives of operating institutions, whereas their decision and research would be carried out by scientific and industry partners. The operating model should reflect and consolidate the principles of high confidence and strategic partnership that are necessary for public information safety.
Definition of the cooperation process between the public information security science and studies ecosystem and practitioners	To create and develop an ecosystem of immediate cooperation among practitioners, scientists and academics enabling a timely problem-solving and training of specialists of operational practices. The ecosystem should involve new models of institutions' activities, competencies, methods, technological solutions, means, processes and approach to public information security processes.
Development of public information security methodology (discipline)	It shall involve the development of methodology for detection of target content manifestations in the information field and monitoring and analysis of their dynamics (development of vocabulary of relevant specific terms, references of

	<p>online sources and methodology for identification and evaluation of target content indicators in the information space); legal framework (possibilities, limits and conditions for monitoring, collection, analysis and use of the target and mass public information in the information space (portals, social networks, broadcasts, etc.) in accordance with the Lithuanian and the European Union law; as appropriate, formulation of proposals for possible changes of the legal framework).</p> <p>To make the target content analysis relevant, its process shall be determined as to keep the data continuously updated. To ensure a continuous flow of data, it is necessary to automate as many separate stages of the analysis process as possible.</p> <p>The process of the automated analysis consists of the following constantly repeated stages:</p> <ol style="list-style-type: none"> 1) Beginning of the cycle: definition of the target content and development of vocabulary. 2) Setting information field: selection of cyberspace sources. 3) Collection of data: a software-supported process for collecting keyword data from defined cyberspace according to a set time period. 4) Data processing: a process for cleaning all the collected data from information junk, classified, indexed, analyzed and interpreted linguistically and thematically. Processed data is kept in a data archive. 5) Information display: a process for displaying processed data in accordance with the user's chosen graphic representation. 6) Interpretation of the results: a relation between the user's experience of the analyzed area and displayed result. <p>The analysis process shall include and detail all the mentioned aspects of the automated analysis cycle.</p> <p>Currently, law enforcement agencies involved in crime prevention face a limited regulation of activities in the cyberspace. Unlike physical space, cyberspace is less regulated, therefore, it is crucial to analyze and determine the legitimacy of law enforcement and national and public security institutions' actions in cyberspace throughout the project implementation period.</p> <p>Based on the interim results of operation, it is intended to develop a methodology for the detection of target content in the information field and monitoring of their dynamics and analysis. The methodology shall include the definitions of information impact, manipulation and potentially criminal content, observed field, and information dimensions; compilation of the sets of phenomena. Developed methodologies shall be tested and adjusted. The principles for response to changes in the information space shall be established.</p> <p>To meet the requirement, it is necessary:</p> <ul style="list-style-type: none"> • To acquire fundamental knowledge of the target content phenomena; to understand causes and additional factors influencing informational impact and effectiveness; to analyze risk factors leading to violence or other crimes; to develop risk evaluation methods; • To create the sets of attributes, phenomena and models specific to the typical information effect; • To carry out a research on social behavior model, social networks and their dynamics in the context of cyberspace, including social platforms; • To carry out a research on the data analysis of information resources, mathematical modeling and visualization methods; • To carry out a research on intervention measures and their impact on preventing the information impact and criminal content distribution in the information space.
<p>Solution architecture of the means and common science platform of the public information security science and studies</p>	<p>The development of a common platform is necessary to ensure effective cooperation. Both scientific and academic processes have to be performed through the conditions as close to the living environment as possible. It shall involve:</p> <ul style="list-style-type: none"> • Software, equipment and technological tools; • Type of information used in the process reflecting subject matter, sources and linguistic aspects; • Scope of information used in the process: sources, availability and physical volume; • Different real-life scenarios and their constant change; • Dynamics of emerging and evolving scientific, technological and methodological uncertainties. <p>A common platform should also create preconditions for practitioners' immediate involvement in scientific and academic processes in efficient ways both working in laboratory conditions and remotely.</p>
<p>II. Development of the information system architecture, selection of solutions and their implementation</p>	
<p><u>Functionality 1:</u> Ability to identify the manifestations of information effect-based actions and criminal content (hereinafter referred to as target content) in the cyberspace</p>	<p>To implement the functionality, it is necessary:</p> <ul style="list-style-type: none"> • To acquire fundamental knowledge of the target content phenomena, used methods and desired changes; • To carry out a research on the model of social behavior, social networks and their dynamics in the context of cyberspace and social platforms; • To carry out a research on data analysis of the information sources and methods of mathematical modeling

<p>using past and present information;</p>	<p>and visualization.</p> <p>Also, it is necessary:</p> <ul style="list-style-type: none"> To define the analysis process of target information, including model design, detailed description and evaluation of automation possibilities. <p>Based on the operational results, it is intended to develop a methodology for the recognition of the impact of information including the definition of the impact of information and potentially criminal content, definition of the information-effect based actions and potentially criminal content, definition of the monitored field, definition of the information dimensions and compilation of the sets of phenomena. Also, it is planned to test and correct developed methodologies and formulate the principles of response to changes in the information space.</p>
<p><u>Functionality 2:</u> To use the set of innovative tools for the analysis of cyberspace;</p>	<p>The cycle of automated analysis consists of the following stages:</p> <ol style="list-style-type: none"> 1) Identification of the key event and development of dictionary; 2) Identification of the information field; 3) Data collection; 4) Data processing; 5) Representation of information; 6) Interpretation of the results. <p>The implementation of the functionality shall include:</p> <ul style="list-style-type: none"> Setting the requirements for the information system, including general architecture, designing technical solutions for the collection of information, adapting linguistic tools (designed by other projects) and development of the new ones. Selecting and installing the following components on the information system: <ul style="list-style-type: none"> Developing and/or selecting a set of analytical tools for the analysis of linguistic, video and audio data; Developing and/or selecting a set of analytical tools for forecasting future events and constructing potential scenarios; Developing and/or selecting an integrating platform for the integration of data collected from different sources; Integrating and relating the data of open sources, national statistics databases and other data sources of structured information; Developing and/or selecting analytical tools for data visualization.
<p><u>Functionality 3:</u> Ability to have a general and holistic view of a situation by integrating kinetic and cyberspace phenomena;</p>	<p>The system shall be able:</p> <ul style="list-style-type: none"> To relate the processes on the Internet to the real-life incidents using appropriate profiling methods; To define commonalities and differences of target content in physical space and on the Internet; To analyze the information from the kinetic and virtual environments investigating potential links between different events, incidents, phenomena and target content processes. <p>The implementation of the functionality shall include:</p> <ul style="list-style-type: none"> Development of a conceptual model to combine kinetic and cyber information reflecting connecting dimensions, such as time, geographic location, name, subject, etc.; Installation of a conceptual model to combine kinetic and cyber information, including technological tools enabling the integration, selection, adaption and creation of information; Attribution of the units of information and evaluation of technological viability and opportunities for further development.
<p><u>Functionality 4:</u> Possibility to transfer operational activities from reactive to proactive and preventive activities;</p>	<p>The system shall be able:</p> <ul style="list-style-type: none"> To use past and present cases to form a basis for behavioral patterns and phenomena that could be used to analyze present and future cases, thus notice and warn about suspicious and potentially dangerous events in the cyberspace and develop a solid foundation for an early warning system; To analyze social media networks and hierarchical structures of organizations involved in this type of activities; to recognize the most influential group of persons and use the insights to monitor their activities and intentions and foresee further steps; To monitor organized processes of target content, including their mechanics and potential success using qualitative and quantitative methods; To foresee the status of transformation when a virtual target content leads to physical violence and crime and warn about the most violence-encouraging activities in the cyberspace, thus creating an opportunity to prevent the acts of violence from transferring to the physical world.
<p><u>Functionality 5:</u> An opportunity for different institutions to share capabilities of the ecosystem;</p>	<p>The system shall be able:</p> <ul style="list-style-type: none"> To encourage national and international cooperation of public bodies involving institutions of different level to the monitoring and analysis process of the information space. Interested institutions should be able to use the technological solution to develop a common information field. <p>The implementation of the functionality shall include:</p>

	<ul style="list-style-type: none"> • Demonstration of the ecosystem in the actual environment to the interested institutions with the aim to develop an inter-institutional cooperation model (identification of potential interested public bodies nationally and internationally); • Preparation of the communication process; • Development and implementation of the system of measures supporting the decision-making process; • Definition of the cooperation opportunities with scientific and educational institutions. <p>The implementation of the functionality shall intend:</p> <ul style="list-style-type: none"> • To develop a conceptual model for combining kinetic and cyber information and reflecting the formation of connecting dimensions, such as time, geographic location, name, subject, etc.; • To install a conceptual model for combining kinetic and cyber information, including technological tools enabling the integration/selection/adaption and creation of information; • To attribute the units of information and assess technological viability and opportunities for further development.
III. Development of the methodological tools for the development of the NAAS ecosystem	
Development of the public information security competence structure and training programme	This activity aims to develop and carry out training in the methodology of monitoring target content in the information space and the use of monitoring tools. It shall include the identification of target groups and roles related to the exploitation of the ecosystem, analysis and decision-making process. Identification of target groups and roles will enable the identification of missing competences relating them to training programmes. If necessary, new training programmes and methodologies will be developed.
Development of an archive model for open data and social Internet necessary for the public information security measures	Based on the operational activities, potential open data storage scenarios shall be developed including a comparative analysis.
Preparation of the description of the infrastructure needs and development	This activity aims to assess the investment needs related to the set up and management of the archive and support of the ecosystem. With regard to the requirements of the information system, the analysis of the infrastructure needs shall be carried out.
Development of the inter-institutional cooperation model (science – MAL – state – industry)	<p>Development of the inter-institutional cooperation model (science – MAL – state – industry) defining a common process of the ecosystem use by different institutions and formulating the guidelines for further development of the ecosystem.</p> <p>This activity aims to encourage national and international cooperation of public bodies involving the institutions of different levels to the monitoring and analysis of the information space. Interested bodies shall be able to use the technological solution for a more efficient performance of their activities.</p> <p>The implementation of this activity shall include:</p> <ul style="list-style-type: none"> • A cooperation model enabling different bodies to exploit the ecosystem and generally develop it; • A model of cooperation with scientific and educational institutions enabling them to use the ecosystem for scientific purposes and involving them into the development process of the ecosystem; • Guidelines for further development of the ecosystem providing possible financial instruments for the development of individual components of the ecosystem.
Development of methodology for increasing motivation	An action plan for civil motivation, motivating scientists, researchers, academics, practitioners and students and development of methodology for the evaluation of their performance efficiency.
Preparation of guidelines for further development and applicability of intellectual property protection	<p>New ways to improve the scientific and academic performance of the MAL and MRU by applying the following advanced organizational and technological tools:</p> <p>The developed and implemented NAAS ecosystem shall:</p> <ul style="list-style-type: none"> • strengthen the capacity of the institutions to use language processing technologies and tools to detect, analyze, assess and prevent criminal content from distribution by individuals or organizations using open channels in the cyberspace; • support the strategic decision-making process nationwide by addressing the aspects of hybrid threats; • contribute to the partial automation of operational activities of the institutions enabling a more efficient use of available resources. • A new model of cooperation between the academic community and the state based on the co-creation in the field of monitoring and analysis of the information space. The model shall ensure a continuous application of innovations and new methodologies, integration of new scientific disciplines, continuous development of the process and improvement of the institutions' performance results. • It shall contribute to the improvement of the model of increased vigilance and situational awareness based on strategic communication.

III. REQUIREMENTS FOR THE R&D SERVICES

Stage 1. Development and Validation of the Innovative Product Concept

The performance of researches have to include a review of analytical methods, their efficiency and, if necessary, optimization and application of the research area or developed product. Some of the key criteria for the information system are versatility, accuracy and efficiency; therefore, in parallel with the research on the application of the methods for identification and analysis of the information effect phenomena, the research includes mathematical, computer and other advanced methods and algorithms allowing to accelerate and facilitate processing, analysis and classification of primary data, thus accelerating implementation of the set tasks, extension of the existing models, development of the new ones and obtaining analysis results. To solve specific tasks and analyze and classify different information, text analysis, analysis of large amounts of data, media analysis and automated analytical methods and their results, a broad range of software solutions (multi-purpose software packages focused on a specific task) and mathematical methods are applied. The development of the system concept includes applied statistical researches in accordance with the proposed methods for the identification and analysis of the information effect phenomena. By developing optimal software solutions and tools, the initial data obtained using the proposed methods for the identification and analysis of the information effect phenomena will be examined to solve the task of primary data processing, normalization, analysis and classification. This task is focused on processing the data received from information effect primary sources, actors and expedience and progression analysis carried out using a proposed method. The versatility and accuracy metrics of analytical, automation and mathematical-statistical and computer software methods and solutions are examined as well.

The applied research is performed to prove the feasibility of the formulated concept, theoretical parameters of the individual system components and their inter-operability are determined using analytical methods and primary data processing and analysis (classification and regression) methods and algorithms. Based on the applied research results, this stage determines preliminary characteristics of the data analysis system components obtained by the proposed research methods; describes and refines the operating principles of the system, methodological aspects of identification and analysis of the researched information effect phenomena (the rationale and feasibility stage of the concept).

1.1 *Formulation of the Concept of Knowledge Application (R&D 2)*

Aim: to create a concept of information impact recognition and analysis ecosystem based on the methods of artificial intelligence and recognition of the latest information impact phenomena at the theoretical level based on fundamental and applied researches.

Scientific uncertainties to be addressed:

- The lack of knowledge of the exact methods for the identification and analysis of the information effect phenomena that could quickly and accurately identify complex cases of the information effect phenomena and their development trends;
- The lack of knowledge of the statistical characteristics of the results (data) of the recognition and analysis of the information effect phenomena methods for the research of complex cases of the information effect phenomena and their development;
- The lack of knowledge of the mathematical methods (classifier) for quantitative and qualitative identification of the quality of data used for the recognition and analysis of the information effect phenomena; based on the methods, it could be determined whether the data is suitable for the analysis.
- The lack of knowledge of characteristics of typical data distortion methods of the identification and analysis of the information effect phenomena and mathematical methods of their elimination when they are applied for the recognition and analysis of the information effect phenomena research.

Necessary research and desired results: Formulated concept of theoretical and applied research and application of knowledge, i.e. recognition and analysis of the information effect ecosystem based on artificial intelligence methods and unstructured large amount data and model concept that provides a set of analytical, automation, process organization and mathematical-statistical methods necessary for the product/system development and methodological aspects allowing further development of the system model and research methodology in actual conditions. The feasibility of the recommended methods of recognition and analysis of the information

effect phenomena based on theoretical research and the effectiveness of the chosen solution for solving the problem. A detailed overview of global fundamental and applied researches will be carried out in the course of the planned researches. The analysis and generalization of the overview results will identify problematic aspects of the research methodology (accuracy limits, sample preparation, research performance, data primary processing and analysis of the methods of recognition and analysis of the information effect phenomena used in different researches and works); at the theoretical level, it is intended to use problem-solving ways improving accuracy of the proposed methods or solutions and conditions and processes for data analysis and preparation and implementation of experiments. A detailed statistical analysis of the recommended recognition and analysis methods of the information effect phenomena focusing on processing large-scale quantities and multilingual data and solutions to the normalization and classification problems. A research analysis will concentrate on the need for detailed identification of data quality and preparation of initial data.

1.2 Validation of the Concept Feasibility (R&D 3)

Aim: to prove the efficiency of the system, methods and its components defined by the concept based on the theoretical and experimental research and the feasibility of the concept (system) itself.

Uncertainties to be addressed:

- The lack of knowledge of the efficiency of the recognition and analysis methods of the information effect phenomena in determining and identifying phenomena manifestations, participants, primary sources, development, tendencies and related potential threats.
- The lack of knowledge of the universal, quick and reliable methods for the identification and development monitoring of the information effect phenomena and evaluation data analysis and interpretation enabling accurate identification of complex cases of the information effect phenomena, primary sources and their development.

Necessary research and desired results: In the course of the applied and theoretical researches, it is intended to establish essential theoretical parameters of the developed system and its components, prove the feasibility of the concept and confirm by research the efficiency of the concept-recommended identification and monitoring methods of the information effect phenomena. Applied researches, preliminary characteristics of individual product or system components, preliminary architecture of the system and interrelation of the components (analytical analysis methods, methods and algorithms of primary data processing and classification). The researches will address the accuracy of mathematical-statistical methods and theoretically assess the impact of external and internal factors on the obtained results. To accomplish this task, optimal data analysis algorithms and parameters will be sought and investigated, preliminary data analysis algorithm, classifier architecture, methodological aspects of necessary data analysis and processing will be specified and the identified and described theoretical methods of data processing and classification will be tested.

Stage 2. Development of the Prototype of the New Product

Based on the results of the Stage I, a reliable database and a system or product model tested by simulating actual conditions will be developed. The database development will include the researches on the recognition and monitoring of the information effect phenomena under laboratory conditions, selection of data using intended methods, analysis of primary sources, process participants, interrelations of phenomena and development.

Developed typical cases (examples) of the identification and monitoring of the information effect phenomena will be used for testing the model and prototypes. The model will be developed by programming artificial intelligence, analyzing multilingual texts and using unstructured large-scale data processing, media content analysis and statistical-mathematical computer methods and algorithms capable of distinguishing complex cases of information effect phenomena, identifying primary sources, participants and their interrelations, analyzing phenomena development, identifying related threats and developing models integrated into a unified system model.

Throughout the research stage, standardized laboratory methods will enable the evaluation of accuracy and inaccuracies of the system components and methods. Testing of individual system components, their optimization and integration or connection, verification, accuracy evaluation of the individual system components and overall accuracy of the system using the phenomena identified in the real information space and comparing received results with standardized laboratory methods.

Specification of final technical characteristics and parameters of the system. With regard to the results, a prototype of the system for recognition and monitoring of the information effect phenomena is developed and evaluation of its functionality is carried out.

2.1 Development and Testing of the Model (R&D 4)

Aim: to develop a system model of the identification and monitoring of the information effect phenomena based on artificial intelligence, analysis of multilingual texts and methods of unstructured large-scale data processing and media content analysis under laboratory conditions.

Uncertainties to be addressed:

- The lack of reliable data (data base) of the identification and monitoring of the information effect phenomena that could be used for the experiments on the analysis models of the identification and monitoring of the information effect phenomena system.
- The lack of knowledge on the accuracy of the artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing and media content analysis methods for the efficiency of the identification and monitoring methods of the information effect phenomena, data processing algorithms and process automation.
- The lack of knowledge on the validation accuracy of the artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing and media content analysis regression methods for the architecture of the identification and monitoring methods of the information effect phenomena and efficiency of mathematical processing of data and normalization methods.
- The lack of knowledge on the efficiency of mathematical processing of data of artificial intelligence, analysis of multilingual texts, unstructured large-scale data and media content analysis to determine specific architecture of the mathematical processing of data methods for the identification and monitoring of the information effect phenomena and efficiency of mathematical processing of data and normalization methods.

Necessary research and desired results: A reliable database based on the recommended methods of artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing, media content analysis for the analyzed information effect phenomena; a database-based initial model of the identification and monitoring of the information effect phenomena system. Experimental researches under laboratory conditions using artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing, media content analysis methods; the researches focus on a broad range of information effect phenomena. Data libraries of the analysis and identification criteria of the researched information effect phenomena and their types. Obtained results are assessed statistically and used as reference data for working models (classifier, regression analysis and anomaly detector) that are tested for accuracy using the established database.

2.2 Model Test Simulating Actual Conditions (R&D 5)

Aim: to assess the correspondence between the identification and monitoring methods of the information effect phenomena, used software products and algorithms under actual conditions and their values determined by laboratory tests, i.e. analysis of actual data and system model test.

Uncertainties to be addressed:

- The lack of knowledge on the versatility of the methods of artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing and media content analysis and their applicability to other researches of the identification and analysis of the information effect phenomena aiming to expand the number of the analyzed information effect phenomena avoiding high costs for researches.

Necessary researches and desired results: Developed model of the identification and monitoring of the information effect phenomena system functioning in an actual operating environment; tested methodology of the research performance and its process and experiment or analysis under actual conditions. To analyze the actual phenomena in the information space, the researches will test the reliability and accuracy of the final model and final technical parameters of its operation, such as the speed of analysis and data processing, etc. Having examined the features of the actual phenomena initial data processing, the most promising final set of methods of artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing and media content analysis will be selected. Performing mathematical statistical analysis, the results of the research of the actual information space phenomena will be

compared with the results of the research simulating actual conditions obtained during laboratory tests. The aim will also be to extend the developed prototype to new phenomena and, based on the developed methodology, to develop new analytical models the accuracy and other statistical characteristics of which could be assessed automatically.

In this stage, the validation of the developed system will be performed and the suitability, selectivity, accuracy and repeatability will be tested (a detailed description of the validation procedure is provided in the Part IV).

2.3 Development of the Prototype (Trial Version) (R&D 6)

Aim: to design and implement a prototype version of the system.

Uncertainties to be addressed:

- Unknown process and functionality of the identification and monitoring of the information effect phenomena.
- Unknown process and functionality of the data quality identification (classification) of the result of the identification and monitoring of the information effect phenomena.
- Unknown functionality of the data classification software used for the evaluation methods of the information effect phenomena.
- Unknown functionality of the data regression analysis software of the identification and monitoring methods of the information effect phenomena.
- Unknown functionality of the participants of the information effect phenomena and software methods for the identification and monitoring of related phenomena.
- Unknown functionality and process of researching developed algorithms and application of methods to new phenomena.
- Unknown need for software and hardware necessary for data analysis of the methods for the identification and monitoring of the information effect phenomena.

Necessary research and desired results: developed prototype of software for the data analysis methods for the system of identification and monitoring of the information effect phenomena based on the methods of artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing and media content analysis, i.e. developed automated computer environment of data processing and analytical tools and documentation of software functionality, architecture, test report and prototype.

2.4 Demonstration of the Prototype (Trial Version) (R&D 7)

Aim: to finally test a software prototype of the identification and monitoring system of the information effect phenomena based on the methods of artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing and media content analysis under actual conditions with unknown phenomena using the principle of *black box* to demonstrate the effectiveness of decisions.

Uncertainties to be addressed:

- Unknown accuracy of the prototype in researching the information effect phenomena of unknown origin and characteristics

Necessary research and desired results:

Ready for testing final software prototype of the identification and monitoring system of the information effect phenomena. To test the identification and monitoring system of the information effect phenomena with unknown phenomena and assess the reliability, stability, result processing and accuracy of the analysis of the software.

Stage 3. Implementation and Testing of the Innovative Product

Implementation and testing of the software of the identification and monitoring of the information effect phenomena system. This stage consists of R&D 8 and 9 in accordance with the Classification of Research and Experimental Development Stages. This stage

addresses functionality of the final product, its implementation, monitoring of its functionality and operation under actual market and user conditions.

3.1 *Production of the Test Batch (Test of the Final Version) (R&D 8)*

Aim: to install the final version of the product in the production environment and do a trial test.

Activities:

- To prepare equipment and accumulate resources for the production of the test batch of the final product;
- To develop a final software system for the identification and monitoring of the information effect phenomena;
- Testing of the final version of the software system for the identification and monitoring of the information effect phenomena in the user's laboratory.

Result: produced test batch of the final product and tested final version.

3.2 *Evaluation of the Newly Developed Product (samples tested by the user and/or customer) (R&D 9)*

Aim: to provide the the final version of the system software for the identification and monitoring of the information effect phenomena to the user and evaluate its quality.

Activities:

- To present the software system for the identification and monitoring of the information effect phenomena to the user;
- To evaluate the functionality and compliance of the software system for the identification and monitoring of the information effect phenomena with the intended technical parameters.

Result: evaluated operation of the final version of the software system for the identification and monitoring of the information effect phenomena in the production environment.

(Tenderer's name)

(Legal form of the legal person, head office address, contact details, name of the register collecting and storing the Tenderer's data, name, legal entity number, VAT number, if applicable)

GENERAL JONAS ŽEMAITIS MILITARY ACADEMY OF LITHUANIA

**TENDER FOR THE PRE-COMMERCIAL PROCUREMENT
“DEVELOPMENT OF THE NATIONAL ECOSYSTEM FOR THE RECOGNITION AND ANALYSIS OF THE
INFORMATION EFFECT PHENOMENA (NAAS)”**

__-__-20__

Tenderer's name (if a group of economic entities participates, all names of economic entities shall be specified)	
Tenderer's address (if a group of economic entities participates, all addresses of economic entities shall be specified)	
Full name and position of the person responsible for the Tender	
Phone number	
E-mail address	

Description of the concept of the proposed innovative product
A rationale for researches and experimental development necessary for the product development²
Technical capabilities (the Tenderer may provide additional documentation to evaluate a criterion)

2

For the rationale, please follow the *Frascati Manual 2015: Guidelines for Collecting and Reporting Data on Research and Experimental Development*.

Quality <i>(the Tenderer may provide additional documentation to evaluate a criterion)</i>
Tenderer's innovativeness <i>(the Tenderer shall provide additional documentation to evaluate a criterion)</i>

The contract will be performed with the involvement of the following Sub-providers:

Names of Sub-providers	Designation and extent of services to be provided with the involvement of the Sub-providers	Percentage share of services to be transferred to the Sub-providers	Stage(s)

This Tender also contains confidential information:

<i>Please specify what information and/or parts of the Tender are confidential.</i>

Price of the Tender:

Stages	The price provided by the Tenderer, if the intellectual property objects created in the pre-commercial procurement belong to the Contracting Authority and the Tenderer is not authorized to use them	Fixed price paid by the Contracting Authority*, Eur	Preliminary contribution of the Tenderer, if the fixed price is not sufficient for the development of the procurement object
I		74.110,75	
II		333.499,00	
III		203.805,00	
*The price paid to the the Tenderer by the Contracting Authority. If the fixed price is not sufficient for the development of the procurement object, the Tenderer can contribute at its own expense. In such a case, the Tenderer shall indicate the preliminary contribution in the column. Financial contribution of the Tenderer is optional.			

Overall price of the Tender (the price provided by the Tenderer and financial contribution of the Tenderer): Euro
(please specify the price in figures and words).

Documents accompanying the Tender:

Title of the submitted documents	Number of pages

The Tender is valid until _____ (please specify the date).

By submitting this Tender, we acknowledge our agreement with all the conditions of the Pre-Commercial Procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)*.

The Tender is signed by e-signature.

DECLARATION OF THE TENDERER

[...] [...] 2020

I, _____ ,
 (position and full name of the Tenderer's manager or authorized person)

hereby confirm that _____ managed (represented) by me,
 (Tenderer's name)

participating in _____
 (name of the Contracting Authority)

performing _____
 (name of the procurement object, method of purchase)

_____ ,

has not acquired the status of a natural or legal person who is bankrupt or in bankruptcy or the status of a legal person who is being restructured, reorganized or liquidated;

has no record of conviction (or conviction has expired or has been cleared); during past 5 years the Tenderer (legal person) has not been the subject of a conviction by final judgment for crimes against property, property rights and property interests, intellectual or industrial property, the economy or business order, financial system, civil service and public interests;

has fulfilled the obligations relating to the payment of taxes, including social security contributions, according to the requirements of the country where the Tenderer is registered or of the country of the Contracting Authority; the Tenderer shall be considered to have fulfilled the obligations relating to the payment of taxes, including social security contributions, where the amount of the Tenderer's outstanding obligations is smaller than EUR 50 (fifty euro);

during the last one year, the Tenderer (legal person) has not been the subject of a conviction by final judgment for crimes specified in the Article 292¹(1) of the Criminal Code of the Republic of Lithuania.

I have been informed that if the declaration I have provided is false, the Tender submitted by the Tenderer will be rejected. The Tenderer is responsible for the accuracy of the information provided in the declaration in accordance with the procedure established by law.

If a group of economic entities participates in the procurement, the declaration shall be completed by each economic entity individually.

On behalf of the Tenderer:

PROCEDURE FOR THE EVALUATION OF THE TENDERS AND RESULTS

I. GENERAL INFORMATION ON THE EVALUATION PROCEDURE OF THE TENDERS

1. The Tenders submitted for the pre-commercial procurement shall be examined and evaluated by the Pre-Commercial Procurement Commission and/or engaged experts.
2. The Tender shall be evaluated in the following two stages:
 - 2.1. Administrative evaluation. The examination of the compliance of the submitted documents and Tenderers' qualifications with the formal requirements of the procurement conditions.
 - 2.2. Evaluation of quality. The technical part of the Tender is evaluated by giving points in accordance with the evaluation criteria.
3. The evaluation of quality is carried out following the evaluation criteria specified in the Part III.
4. The Pre-Commercial Procurement Commission forms the ranking of evaluations and makes a decision on the Tenderers' participation in the next stage.
5. The winners of the Stage I shall be the Tenderers who fall within the maximum number of funded Tenderers set out in these pre-commercial procurement documents according to the established ranking of evaluations. The maximum number of winners of the Stage I is 4.

II. GENERAL INFORMATION ON THE EVALUATION PROCEDURE OF THE RESULTS OF THE PRE-COMMERCIAL PROCUREMENT STAGES

1. The results of a respective stage of the pre-commercial procurement shall be examined and evaluated by the Pre-Commercial Procurement Commission and/or engaged experts.
2. The evaluation of the results of the pre-commercial procurement shall be carried out in accordance with the evaluation criteria specified in the Part IV.
3. The Contracting Authority shall have the right to invite the Tenderers to the meeting of the Pre-Commercial Procurement Commission to present the results.
4. Based on the evaluations, the Pre-Commercial Procurement Commission forms a ranking of evaluations and makes a decision on the Tenderers' participation in the next stage of the pre-commercial procurement. The Tenderers who score the most points shall enter the next stage.

III. EVALUATION CRITERIA

Evaluation Criteria for Tenders Maximum Score

Evaluation criterion	Maximum score
1. Description of the idea (<i>T1</i>)	15
1.1 Perception of the problems and aims of the project (<i>T1.1.</i>)	5
1.2 Compliance of the description of the idea with the requirements of the procurement (<i>T1.2.</i>)	5
1.3 Vision of the final solution, fulfillment of the procurement object (<i>T1.3.</i>)	5
2. Technical capabilities (<i>T2</i>)	
2.1 Technical capabilities (<i>T2.1</i>)	10
2.2 Team quality (<i>T2.2</i>)	10
3. Quality (<i>T3</i>)	
3.1. Management quality (<i>T3.1</i>)	5
3.2. Risk management quality (<i>T3.2</i>)	5
4. Tenderer's innovativeness (<i>T4</i>)	5

5. Validity of the R&D activities (<i>T5</i>)	1
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1. The final score (*S*) is calculated according to the following formula:

$$S = (T1 + T2 + T3 + T4) \times T5$$

Description of the idea (*T1*) is calculated according to the following formula: $T1 = T1.1 + T1.2 + T1.3$

Technical capabilities (*T2*) are calculated according to the following formula: $T2 = T2.1 + T2.2$

Quality (*T3*) is calculated according to the following formula: $T3 = T3.1 + T3.2$

2. Maximum score: 50

3. The scores are awarded in whole numbers without dividing them into parts.

4. When evaluating a respective criterion, every member of the Pre-Commercial Procurement Commission and/or expert shall give the score within the established limits. Based on such evaluations, the average of the given scores shall be calculated for each criterion.

Criterion	Explanation
1. Description of the idea	The compliance of the description of the idea prepared in the Form of the Tender with the requirements of the Technical Specifications of the pre-commercial procurement, perception of the problem and fulfillment of the pre-commercial procurement objectives is assessed: 1.1. Evaluation of the description of the problem and perception of the project objectives presented in the Form of the Tender, its details, quality and clarity. 1.2. Evaluation of the compliance and completeness and quality of the solution of the problem, implementation of objectives and organization of the R&D activities provided in the Form of the Tender with the pre-commercial procurement requirements provided in the Technical Specifications. 1.3. Evaluation of the conformity, completeness and quality of the problem solution and the vision of the final product provided in the Form of the Tender according to the description of the pre-commercial procurement object.
2. Technical capabilities	The following 2 aspects are evaluated: 2.1 Technical capacity of the Tenderer to implement the project and the suitability of technical possibilities for solving the problem. 2.2 The experience of the Tenderer's team in the implementation of innovative projects, experience of implementation of complex and large-scale R&D projects, skills in working with innovative technologies, experience in participating in Horizon 2020 or similar projects, opportunity to expand the team with new experts and Tenderers having similar experience.
3. Quality	The following 2 aspects are evaluated: 3.1. The quality of management: management of the decision implementation according to the scheduled activities, management of changes of the project, human and material resources, including technical capabilities. 3.2. The quality of risk management: identification and management of risks, efficient management of the identified key risks (technical, commercial, etc.).
4. Tenderer's innovativeness	Focus of evaluation: the Tenderer's experience of similar projects, development experience of the innovative product, material, method or technology, presentation to the market
5. Validity of the R&D activities	Focus of evaluation: compliance of the activities presented in the concept description of the Tender with the R&D.

Score Values of the Tender Evaluation Criteria

5. All the criteria are qualitative. To facilitate the evaluation and harmonize possible interpretations of scores, having analyzed the Tenders, the members of the Pre-Commercial Procurement Commission and/or experts give the following scores for the respective values of a criterion:

Criterion	Evaluation values	
	Maximum score: 50	Explanation
1. Description of the idea		
1.1. The perception of the problems and aims of the project (0 – lowest value, 5 – highest value)	0	When describing the idea, the problems are not conveyed and the set aims of the project are not examined.
	1-3	When describing the idea, the problems and aims of the project are examined, however, there is uncertainty about the fulfillment of the aims.
	4-5	When describing the idea, the problems are fully analyzed, the aims of the project are set, and proposed solutions are reasonable and realistic. The description of the idea is fully in line with the technical specifications and aims of the project as set out in the pre-commercial procurement documents.
1.2. The compliance of the description of the idea with the requirements of the technical specifications of the pre-commercial procurement (0 – lowest value, 5 – highest value)	0	The description of the idea does not meet the requirements of the technical specifications of the pre-commercial procurement.
	1-3	The description of the idea is provided and meets the requirements of the technical specifications of the pre-commercial procurement, however, there are uncertainties regarding the compliance with the requirements of the technical specifications of the pre-commercial procurement.
	4-5	The description of the idea fully complies with the requirements of the technical specification of the pre-commercial procurement.
1.3. The vision of the final decision, fulfillment of the procurement object (0 – lowest value, 5 – highest value)	0	The vision of the final solution is not provided.
	1-3	The vision of the final solution is presented, however, it does not reflect the rationale for its innovativeness. The idea is difficult to implement or its implementation, technologies and resources are not justified.
	4-5	The vision of the final solution is described in detail and clearly. The presented vision of the project is innovative and stands out from the products available in the market. The description reflects the rationale for its innovativeness. The idea is applicable and feasible. The description justifies its implementation and necessary technologies and resources.
2. Technical capabilities		
2.1. Technical capabilities (0 – lowest value, 5 – highest value)	0	No information provided.
	1-2	Technical capabilities are described, however, their relevance is unclear or poorly justified.
	3-4	The technical capabilities described are difficult to implement or there are doubts about their applicability.
	5-6	Technical capabilities are described, they are feasible, however, there are doubts about their suitability for solving the problem or their sufficiency.
	7-8	Technical capabilities are described, they are suitable for solving the problem and achievement of the desired result.
	9-10	Technical capabilities are very well described, their necessity is justified, there is no doubt about their sufficiency and suitability for solving the problem.
2.2. Team (0 – lowest value, 5 – highest value)	0	The qualification of the team is not described or the description is not related to the submitted Tender.
	1-3	The composition, qualifications and experience of the team meet only the minimum requirements necessary for the implementation of the project.
	4-6	The team is composed of the members having necessary experiences and qualifications for the implementation of the Tender; understanding and experience in the academic, governmental, non-governmental and commercial sectors; experience of work with ecosystems, and their development; project risk management qualifications and experience of scientific, experimental and innovative projects.

	7-10	The team is composed of the members having the experience and qualifications necessary for the implementation of the Tender; understanding and experience of academic, governmental, non-governmental and commercial sectors; experience of work with ecosystems and their development; project risk management qualifications; experience of scientific, experimental and innovative projects. If necessary, there is an opportunity to expand the team with new members having the experience and qualifications that meet the requirements.
3. Quality:		
3.1. Quality of management (0 – lowest value, 5 – highest value)	0	No development plan for the proposed solution.
	1-3	The development plan for the proposed solution is insufficiently substantiated or there are doubts about the adequacy of the plan.
	4-5	A very clear solution development plan with a clear rationale. The plan is considered appropriate.
3.2. Quality of risk management (0 – lowest value, 5 – highest value)	0	Unidentified risks or their management.
	1-3	Risks and their weights are properly identified, however, the risk management plan is not presented or is insufficient.
	4-5	Risks and their weights are properly identified, their management measures are properly provided, risk management plan is clear and sufficient.
4. Tenderer's innovativeness (0 – lowest value, 5 – highest value)	0	The Tenderer has not participated in the development of an innovative product, material, method or technology.
	1	The scientific and/or experimental activities carried out by the Tenderer have the beginnings of an innovative product, method or technology.
	2	The Tenderer has actively carried out scientific and/or experimental activities in the development of an innovative product, method or technology, however, the product was not developed or was failed to develop.
	3	The Tenderer has carried out scientific and/or experimental activities and developed an innovative product, method or technology, has a document proving the innovation, however, the product, method or technology is not available in the market.
	4-5	The Tenderer has carried out scientific and/or experimental activities and developed an innovative product, method or technology, has a document proving the innovation, the innovative product, material, method or technology is introduced to the Lithuanian and/or other markets.
5. Validity of the R&D activities (0 – lowest value, 5 – highest value)	0	The activities identified in the Tender do not meet the criteria of the R&D activities.
	1	The activities identified in the Tender meet the criteria of the R&D activities.

IV. EVALUATION OF THE RESULTS

Evaluation of the Results of the Stage I

6. The presentation of the results of the Stage I of the pre-commercial procurement shall be followed by the evaluation of the results. The documents supporting the completion of the Stage I, i.e. innovative product concept, shall be evaluated first. The Contracting Authority shall have the right to request for a presentation of the activities and achieved results of the Stage I. If the Pre-Commercial Procurement Commission determines that at least two of four Tenderers have not achieved the result specified in the contract of the pre-commercial procurement, the pre-commercial procurement shall be terminated.
7. During the evaluation procedure of the results, the following evaluation criteria shall be evaluated: quality of the concept and project management.

8. The Pre-Commercial Procurement Commission shall form the ranking of evaluations and make a decision on the Tenderers' participation in the Stage II of the pre-commercial procurement. The maximum number of winners of the Stage II is 3.

Evaluation Criteria for the Results of the Stage I

Evaluation criteria	Maximum score
I.1. Quality of the concept	40
I.1.1. The concept of the science and studies ecosystem for the analysis of the information effect and hybrid threats	10
I.1.2. Technological concept and solution architecture of the national science and study (NAAS) platform for the recognition and analysis of the national information security and information threats	10
I.1.3 Proposed essential features and parameters of the developed NAAS platform and its components	5
I.1.4. Proposed research methodologies for the identification and monitoring of the information effect hybrid threat phenomena	5
I.1.5. Proven feasibility of the concept	10
I.2. Project management	10
Maximum score:	50

9. Every member and/or expert of the Pre-Commercial Procurement Commission shall evaluate a relevant criterion by giving it an evaluation score within the specified limits. Based on such evaluations, the average of the evaluation scores will be calculated for each value of the evaluation criteria.

Description of the Evaluation Criteria for the Stage I

Criterion	Explanation
I.1. Quality of the concept	Evaluation of the quality of the result of the Stage I: the quality of the developed concept of the innovative product:
I.1.1. The concept of the science and studies ecosystem for the analysis of the information effect and hybrid threat analysis	Evaluation of the proposed concepts of the science and studies ecosystem for the information effect and hybrid threat analysis enabling the efficient and modern organization of specialist training and research activities, including information security, information threat analysis, hybrid threat analysis, integrated (Internet and kinetic) information space monitoring and analysis of potentially criminal content: <ul style="list-style-type: none"> • A model of an integrated ecosystem concept for technological, software and methodological instruments; • Methodological base and instruments; • Technological and software tools; • A model for cooperation among scientific institutions and participants of the cooperative activities.
I.1.2. Technological concept and solution architecture of the national science and studies (NAAS) platform for the recognition and analysis of the information security and information threat	Evaluation of the above described proposed concept and solution architecture for the technological implementation of the science and studies ecosystem for the analysis of the information effect and hybrid threats, including: <ul style="list-style-type: none"> • Training and professional development of the electronic and physical space analysis specialists; • Performance of the scientific researches of the electronic and physical space analysis; • Testing, validation, and approval of the innovative technological and software tools for electronic and physical space analysis;

	<ul style="list-style-type: none"> • Adaptation, completion and integration of innovative technologies and software tools according to the users' needs; • Data analysis algorithms, their architecture, accuracy and efficiency.
I.1.3 Essential features and parameters of the NAAS platform and its components	Evaluation of the versatility, accuracy metrics and functioning of the system and its components in effectively responding to the dynamics, complexity and geographic scope of the information effect and hybrid threat phenomena.
I.1.4. Proposed research methodologies for the identification and monitoring of the information effect and hybrid threat phenomena	Evaluation of the proposed appropriate to apply methodologies for the identification and monitoring of the information effect phenomena to develop: <ul style="list-style-type: none"> • A product that best meets the needs; • The suitability of the recommended methods of artificial intelligence, analysis of multilingual texts, unstructured large-scale data processing and media content analysis based on theoretical research; • Efficiency of the chosen solution; • The suitability of the chosen method(s) for the achievement of the pre-commercial procurement aim.
I.1.5. Proven feasibility of the concept	Evaluation of the described vision and operating principle of the concept, system, methodology and technological implementation; performed pilot studies, described implementation assumptions, interaction of the essential components, their methodological application.
I.2. Project management	Evaluation of the information provided in the pre-commercial procurement concept on the management of further stages of pre-commercial procurement, activity schedules, technical capabilities of the Tenderer, human and material resources, identified risks.

10. To facilitate the evaluation and harmonize possible interpretations of the scores of the analyzed Tenders, the members and/or experts of the Pre-Commercial Procurement Commission shall give the following scores of the respective values of a criterion:

Score Values of the Evaluation Criteria for the Results of the Stage I

Criterion	Criterion evaluation value	
	Maximum score: 50	Explanation
I.1. Quality of the concept		
I.1.1. The concept of the science and studies ecosystem for the analysis of the information effect and hybrid threat analysis (0 – lowest value, 10 – highest value)	0	No information provided on the concept of the science and studies ecosystem for the analysis of the information effect and hybrid threat analysis.
	1-3	In the concept of the pre-commercial procurement, the information is presented poorly or describes in general the concept of the science and studies ecosystem for the analysis of the information effect and hybrid threat.
	4-6	In the concept of the pre-commercial procurement, the concept of the science and studies ecosystem for the analysis of the information effect and hybrid threat and the vision for its development are partially described.
	7-10	The information provided for in the concept of the pre-commercial procurement fully and in detail describes the concept of the concept of the science and studies ecosystem for the analysis of the information effect and hybrid threat and the vision for its development.
I.1.2. Technological concept and solution architecture of the national science and studies (NAAS) platform for the recognition and analysis of the	0	No information provided on the technological concept and solution architecture of the NAAS platform.
	1-3	The information provided in the concept of the pre-commercial procurement poorly or only in general describes the technological concept and solution architecture of the NAAS platform.

information security and information threat (0 – lowest value, 10 – highest value)	4-6	The information provided in the concept of the pre-commercial procurement partially describes the technological concept and solution architecture of the NAAS platform.
	7-10	The information provided in the concept of the pre-commercial procurement fully and in detail describes the technological concept and solution architecture of the NAAS platform. Presented alternatives.
I.1.3 Proposed essential features and parameters of the NAAS platform and its components (0 – lowest value, 5 – highest value)	0	No information provided on the proposed essential features and parameters of the NAAS platform and its components.
	1-3	The information provided in the concept of the pre-commercial procurement partially describes the proposed essential features and parameters of the NAAS platform and its components.
	4-5	The information provided in the concept of the pre-commercial procurement fully describes the proposed essential features and parameters of the NAAS platform and its components, versatility aspects of the system and its components; presented characteristics of accuracy metrics and efficiency, their influence and importance in responding to the dynamics, complexity and geographical scope of the information effect and hybrid threat phenomenon.
I.1.4. Proposed research methodologies for the identification and monitoring of the information effect and hybrid threat phenomena (0 – lowest value, 5 – highest value)	0	No information provided on the development of the research methodologies for the identification and monitoring of the information effect and hybrid threat phenomena.
	1-3	The information proved in the concept of the pre-commercial procurement partially describes the research methodologies for the identification and monitoring of the information effect and hybrid threat phenomena.
	4-5	The information provided in the concept of the pre-commercial procurement fully and in detail describes the research methodologies for the identification and monitoring of the information effect and hybrid threat phenomena. Given examples of good practice and methodologies used in other areas to be applied to achieve the aims of the NAAS project.
I.1.5. Proven feasibility of the concept (0 – lowest value, 10 – highest value)	0	No information provided on the vision of the concept implementation.
	1-3	The information provided in the concept of the pre-commercial procurement poorly or in general describes the vision of its implementation.
	4-6	The information provided in the concept of the pre-commercial procurement partially describes the vision of its implementation; incomplete presentation of creation and development of stages, activity plans, key success factors, necessary resources and competences.
	7-10	The information provided in the concept of the pre-commercial procurement fully and in detail describes the vision of its implementation; presented creation and development stages, activity plans, key success factors, necessary resources and competences; described similar projects the experience of which could be used for a successful implementation of the concept.
I.2. Project management (0 – lowest value, 10 – highest value)	0	No information provided on further stages of the pre-commercial procurement.
	1-3	The information provided in the concept of the pre-commercial procurement poorly or does not describe at all further stages of the pre-commercial development, their management, activity schedules, technical capabilities of the Tenderer, human and material resources and identified risks.

	4-6	The information provided in the concept of the pre-commercial procurement partially describes the management of further stages of the pre-commercial procurement, activity schedules, technical capabilities of the Tenderer, human and material resources and identified risks.
	7-10	The information provided in the concept of the pre-commercial procurement presents the information on the management of further stages of the pre-commercial procurement, activity schedules, technical capabilities of the Tenderer, human and material resources and identified risks.

Evaluation of the Results of the Stage II

11. The presentation of the results of the Stage II of the pre-commercial procurement shall be followed by the evaluation of the results. The documents supporting the completion of the Stage II shall be assessed first, i.e. the information on the compliance of the innovative product with the technical specifications, determined cost price of the product, applicability in the modern security and information analysis paradigm, photographs of the innovative product prototype, models of the innovative product and other documents proving the performance of the Stage II activities (e.g. invoices, certificates, prototype drawings, descriptions, test and scientific reports, etc.). The Contracting Authority may also request for a presentation of the activities and results of the Stage II. If the Pre-Commercial Procurement Commission establishes that at least two of three Tenderers have not achieved the result specified the contract of the pre-commercial procurement, the pre-commercial procurement shall be terminated.
12. The following evaluation criteria for the results of the Stage II of the pre-commercial procurement shall be assessed: quality of the developed prototype, cost price of the product and applicability of the prototype.
13. The Pre-Commercial Procurement Commission shall form the ranking of evaluations and make a decision on the Tenderers' participation in the Stage III of the pre-commercial procurement. The maximum number of winners of the Stage III is 2.

Evaluation Criteria for the Results of the Stage II

Evaluation criteria	Maximum score
II.1. Quality of the developed prototype	25
II.1.1. Prepared NAAS architecture solution and detailed specification of the functions and processes	5
II.1.2. Prepared initial NAAS model	5
II.1.3. The NAAS initial model tested by simulating actual conditions and meets the aims and requirements of the project	10
II.1.4. Developed NAAS prototype	5
II.2. Price of the product	10
II.2.1. The annual cost for operating and maintaining the solution	10
II.3. Applicability of the prototype	15
Maximum score:	50

14. Every member and/or expert of the Pre-Commercial Procurement Commission shall evaluate a relevant criterion by giving it an evaluation score within the specified limits. Based on such evaluations, the average of the evaluation scores will be calculated for each value of the evaluated criterion.

Description of the Evaluation Criteria for the Results of the Stage II

Criterion	Explanation
II.1. Quality of the developed prototype	Evaluation of the quality of the prototype product determined by the Tenderer after the Stage II; the prototype is to be developed and tested at the Stage III.

II.1.1. Prepared NAAS architecture solution and detailed specification of the functions and processes	<p>Evaluation of the NAAS architecture solution.</p> <p>Evaluation of the completeness and adequacy of the specification of the NAAS functions and processes and compliance with the NAAS requirements.</p> <p>Evaluation of the integration of different (and essential) components of the future NAAS product by confirming their systematic performance under laboratory conditions.</p>
II.1.2. Prepared initial NAAS model	Evaluation of the completeness of the NAAS model and integrity of its components.
II.1.3. The NAAS initial model tested by simulating actual conditions and meets the aims and requirements of the project	<p>Evaluation of the NAAS actual performance by testing it in simulated actual environment and the actions of the target user groups:</p> <ul style="list-style-type: none"> • Meeting the requirements • Completeness of the processes • Functional performance • Integral operation of the components
II.1.4. Developed NAAS prototype	<p>Evaluation of the NAAS prototype's completeness and compliance with the requirements:</p> <ul style="list-style-type: none"> • NAAS functional performance • Technological prototypes of the NAAS components • Versions of the pilot activity processes • A system for cooperation of science institutions and participants of such cooperative activities • A system of scientific researches for the electronic and physical space analysis • A system for testing, validating and approving innovative technological and software tools for the analysis of the electronic and physical space
II.2. Price of the product	Evaluation of the price of the product set by the Tenderer after the Stage II for the prototype to be developed and tested during the Stage III.
II.2.1 The annual cost for operation and maintenance of the solution	Evaluation of the Tenderer's estimated average annual cost of operation and maintenance of the product after the Stage II for the perspective of three years.
II.3. Applicability of the prototype	Evaluation of the applicability of the prototype product identified by the Tenderer after the Stage II to be developed and tested during the Stage III.

15. To facilitate the evaluation and harmonize possible interpretations of the scores of the analyzed Tenders, the members and/or experts of the Pre-Commercial Procurement Commission shall give the following points of the respective values of a criterion:

Score Values of the Evaluation Criteria of the Results of the Stage II

Criterion	Criterion evaluation value	
	Maximum score: 30	Explanation of the evaluation
II.1. Quality of the developed prototype		
II.1.1. Prepared NAAS architecture solution and detailed specification of the functions	0	No information provided on the NAAS architecture solution and the specification of the functions and processes.

and processes (0 – lowest value, 5 – highest value)	1-3	The information provided in the architecture solution of the pre-commercial procurement partially describes the NAAS functions; a detailed specification of the processes is described.
	4-5	The information provided in the architecture solution of the pre-commercial procurement fully and in detail describes the NAAS functions; a detailed specification of the processes is described.
II.1.2. Prepared initial model of the NAAS (0 – lowest value, 5 – highest value)	0	The NAAS initial model is not presented.
	1-3	The NAAS initial model is partially described or the model is not completed, or the integrity of the components is not fully described.
II.1.3. The NAAS initial model tested by simulating actual conditions and meets the aims and requirements of the project (0 – lowest value, 10 – highest value)	0	The NAAS initial model is not tested by simulating actual conditions or no information provided on the testing results and compliance of the NAAS model with the requirements.
	1-3	The NAAS initial model is poorly tested or no information provided on the testing results and compliance of the NAAS model with the requirements and aims of the project.
	4-6	The NAAS initial model is partially tested by simulating actual conditions or partial information provided on the testing results and the compliance of the NAAS model with the requirements and aims of the project.
	7-10	The NAAS initial model is fully tested by simulating actual conditions, presented information on the testing results and compliance of the NAAS model with the requirements and aims of the project.
II.1.4 Developed NAAS prototype (0 – lowest value, 5 – highest value)	0	The NAAS prototype is not developed or no information is provided on the prototype.
	1-3	The NAAS prototype is partially developed, partial information is provided on the compliance of the NAAS prototype with the requirements for completeness and compliance.
	4-5	The NAAS prototype is fully developed, full and detailed information is provided on the compliance of the NAAS prototype with the requirements for completeness and compliance.
II.2. Price of the product		
II.2.1 The annual cost for operation and maintenance of the solution (0 – lowest value, 10 – highest value)	1-10	<p>The evaluation criterion score of the annual cost for operation and maintenance of the NAAS solution is calculated according to the following formula:</p> $PS = 5 \times \frac{\text{lowest price}}{\text{proposed price}}$ <p>where</p> <p>PS – the annual price for the operation and maintenance of the product solution obtained from the formula;</p> <p>Lowest price – the lowest average annual cost (Eur) of the operation and maintenance of the product for the first three years;</p> <p>Proposed price – the average annual cost (Eur) of operation and maintenance of the product set by the Tenderer for the first three years;</p> <p>NOTE: The Clause 6.1. of the Conditions of the pre-commercial</p>

		procurement states that in the event of a win, the Tenderer shall undertake to provide the services for the price given here.
II.3. Applicability of the prototype		
II.3. Applicability of the prototype (0 – lowest value, 15 – highest value)	0	The prototype has not been developed.
	1-5	The prototype is poorly applicable or not applicable at all.
	6-10	The prototype is applicable, however, has certain aspects to be corrected.
	11-15	The prototype is perfectly applicable and is ready for the test software development.

Evaluation of the Results of the Stage III

16. The Pre-Commercial Procurement Commission shall accept and evaluate the results of the Stage III. The following activities performed during the Stage III and the supporting documents (reports, test reports, photographs, etc.) shall be evaluated:

- One test batch of the identification and monitoring system of the information effect phenomena shall be adapted and prepared (including equipment and final software system tested in the user's premises);
- The system of identification and monitoring of the information effect phenomena and functionality of its software shall be evaluated and presented to the user.
- The system of identification and monitoring of the information effect phenomena shall be ready for commercial and further development.

Evaluation Criteria for the Results of the Stage III

Evaluation criteria	Maximum score
III.1. Developed final version of the NAAS	30
III.1.1. Completeness of the NAAS	10
III.1.2. Functional testing results of the NAAS	5
III.1.3. Test operation by the NAAS users and experts	5
III.1.4. Readiness of the NAAS activity processes, services and functionality	5
III.1.5. Documentation of the NAAS ecosystem, methodological instruments, technological and software tools and modules of cooperation between science institutions and participants of such cooperation	5
III.2. NAAS preparation for use	10
III.3. NAAS preparation for commercialization	10
Maximum score:	50

17. Every member and/or expert of the Pre-Commercial Procurement Commission shall evaluate a relevant criterion by giving it an evaluation score within the specified limits. Based on such evaluations, the average of the evaluation scores will be calculated for each value of the evaluated criterion.

Description of the Evaluation Criteria for the Results of the Stage III

Criterion	Explanation
III.1. Developed final version of the NAAS	Evaluation of the final version of the NAAS, its completeness, functional performance, correctness, efficiency and validity.
III.1.1. Completeness of the NAAS	Evaluation of the completeness of the NAAS: <ul style="list-style-type: none"> • Functional performance • Process implementation • Integrity of the components • Efficiency of the system • Convenience of the user interface
III.1.2. Functional testing results of the NAAS	Evaluation of the results of the NAAS functional testing, functional adequacy and correctness of the system.
III.1.3. Test operation by the NAAS users and experts	Evaluation of the results of the NAAS test operation: <ul style="list-style-type: none"> • Evaluation by the expert team of the project • Evaluation by the independent experts • Evaluation by the representatives of user groups
III.1.4. Readiness of the NAAS activity processes, services and functionality	Evaluation of the NAAS readiness: <ul style="list-style-type: none"> • Support and completeness of the activity processes • Completeness of services
III.1.5. Documentation of the NAAS ecosystem, methodological instruments, technological and software tools and modules of cooperation between science institutions and participants of such cooperation	Evaluation of the NAAS documentation: <ul style="list-style-type: none"> • Functional documentation • User documentation • Operation instructions and rules • Support instructions and rules • Documentation of methodological tools • User guides for operational functions, processes and services of technological and software tools • Modules of cooperation between science institutions and participants of such cooperative activities
III.2. NAAS preparation for use	Evaluation of the preparation for use of the product developed and tested by the Tenderer after the Stage III: <ul style="list-style-type: none"> • Readiness of the solution for mass use • Installed and compatible equipment • Ensured full availability of the services and functionality • The solution is presented to user groups • Prepared plans and rules of operation and maintenance and trained necessary experts
III.3. NAAS preparation for commercialization	Evaluation of the preparation of the product developed and tested by the Tenderer after the Stage III for commercialization and introduction to the market.

18. To facilitate the evaluation and harmonize possible interpretations of the scores of the analyzed tenders, the members and/or experts of the Pre-Commercial Procurement Commission shall give the following points of the respective values of a criterion:

Score Values of the Evaluation Criteria for the Results of the Stage III

Criteria	Criterion evaluation value	
	Maximum score: 30	Explanation of the evaluation
III.1. Developed final version of the NAAS		
III.1.1. Completeness of the NAAS	0	The NAAS solution has not been developed.
	1-3	The NAAS solution is partially developed or incomplete critical components, or poorly meets all the requirements of the criterion.
	4-6	The NAAS solution is partially developed or incomplete, or partially meets all the requirements of the criterion.
	7-10	The NAAS solution is fully developed and completed and meets all the requirements of the criterion.
III.1.2. Functional testing results of the NAAS	0	No information is provided on the results of the NAAS functional testing.
	1-3	Partially performed functional testing of the NAAS solution, or partially provided testing results, functional adequacy of the system, correctness of the information, critical or important errors.
	4-5	Fully functional testing of the NAAS solution, full and detailed testing results, functional adequacy of the system, correctness of the information, no critical and important errors.
III.1.3. Test operation by the NAAS users and experts	0	No information provided on the results of the test operation by the NAAS users and experts.
	1-3	Partially performed test operation by the NAAS users and experts or poorly evaluated by two of the evaluation groups: <ul style="list-style-type: none"> • Project expert team • Independent expert team • Representative group of the user groups
	4-5	Fully performed test operation by NAAS solution users and experts and well evaluated by all the groups: <ul style="list-style-type: none"> • Project expert team • Independent expert group • Representative groups of the user groups
III.1.4. Readiness of the NAAS activity processes, services and functionality	0	No information provided on the readiness of the NAAS activity processes, services and functionality.
	1-3	Partially provided information on the readiness of the NAAS activity processes, services and functionality or not all activity processes, services and functionality are ready for use.
	4-5	Fully and in detail provided information on the readiness of the of the NAAS activity processes, services and functionality, all activity processes, services and functionality are ready for use.
III.1.5. Documentation of the NAAS ecosystem, methodological instruments, technological and software tools and modules of cooperation between science institutions and participants of such cooperation	0	The NAAS solution documentation is not provided or does not cover more than three areas specified in the description of the criterion.
	1-3	The NAAS solution documentation is partially provided or does not cover up to three areas specified in the description of the criterion.

	4-5	The NAAS solution documentation is fully and in detail provided and include all the areas specified in the description of the criterion.
III.2. NAAS preparation for use	0	No information provided on the preparation of the NAAS solution for use.
	1-3	The NAAS solution is not fully developed and tested and does not meet more than two requirements for the preparation for use set out in the description of the criterion.
	4-6	The NAAS solution is partially developed and tested or partially meets all the requirements for the preparation for use set out in the description of the criterion.
	7-10	The NAAS solution is fully developed and tested and fully meets all the requirements for the preparation for use set out in the description of the criterion.
III.3. NAAS preparation for commercialization	0	Trial software (final product) is not developed.
	1-3	Trial software poorly or does not meet at all the functional requirements for the final product specified in the technical specifications.
	4-6	Trial software meets the majority of the functional requirements for the final product specified in the technical specifications.
	7-10	Trial software perfectly meets all the functional requirements for the final product specified in the technical specifications.

19. Every member and/or expert of the Pre-Commercial Procurement Commission shall evaluate a relevant criterion by giving it an evaluation score within the specified limits. Based on such evaluations, the average of the evaluation scores will be calculated for each value of the evaluated criterion.

The Contracting Authority may request for the presentation of the system for the identification and monitoring of the information effect phenomena developed in the Stage III.

CONTRACT NO. _____
FOR THE STAGE I OF THE PRE-COMMERCIAL PROCUREMENT
“DEVELOPMENT OF THE NATIONAL ECOSYSTEM FOR THE RECOGNITION AND ANALYSIS OF THE
INFORMATION EFFECT PHENOMENA (NAAS)”

_____ 2020

 Vilnius

General Jonas Žemaitis Military Academy of Lithuania, legal entity number: 211959040, registered office address: Šilo St 5A, Vilnius, the entity's data are collected and stored in the Register of Legal Entities, represented by Commandant Colonel Juozas KAČERGIUS, acting on the basis of the Statute of General Jonas Žemaitis Military Academy of Lithuania approved by the Resolution No. 896 of 10 August 1999 of the Government of the Republic of Lithuania (hereinafter referred to as the **Contracting Authority**),

and

[*name of the Tenderer*], identity number of the natural/legal person: [...], registered office address: [...], [*if the Tenderer is a legal person, please specify that the data about the entity are collected and stored in the in the Register of Legal Entities*], represented by [*position, full name*], acting on the basis of [*the document whereby the signing person is authorized to sign the contract*] (hereinafter referred to as the **Tenderer**), [*if it is a group of legal entities, please specify respective data about every partner*] (hereinafter collectively referred to as the **Parties** and individually as the **Party**),

have concluded this Contract for the Stage I of the Pre-Commercial Procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Contract**) and have agreed on the following terms and conditions:

I. SUBJECT OF THE CONTRACT

1. By virtue of this Contract and in accordance with the procedure and terms and conditions established in this Contract, the Tenderer shall undertake to develop and validate the concept of the pre-commercial procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **the Pre-commercial Procurement Result**) conducted on the basis of the Contract No. ESIF1-1047 of the Project No. 01.2.1-LVPA-V-835-03-0006 *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Financing Contract**) concluded by the Contracting Authority and Lithuanian Business Support Agency (hereinafter referred to as the **Implementing Body**), co-financed by the European Union Structural Funds, and shall perform the following activities to achieve the Result of the Pre-commercial Procurement:

- Development of NAAS activity model (forecasting the scope of activities, identification of necessary resources, development of methods for the implementation of activities and application of the activity model in the institutional activities).
- Definition of the analysis process (preparation of the analysis process model, its detailed description and feasibility evaluation of the analysis process automation).
- Development of the information effect recognition methodology (definitions of the information effect, monitored field and information dimensions, compilation of phenomena sets and testing and adjustment of developed methodologies).
- Development of the evaluation methodology for the efficiency of the information effect processes and measures.
- Preparation of the plan of measures for strengthening motivation for civic engagement and methodology for the evaluation of their efficiency; realization of the plan based on the developed ecosystem: development of the methodology for determining the motivation for civic engagement of the Lithuanian population; determination of the motivation for civic engagement of the Lithuanian population; development of plan for strengthening the motivation for civic engagement of the Lithuanian population.
- Preparation of a conceptual model for combining kinetic and electronic information (formation of connecting dimensions (time, geographical location, personal name, topic, etc.); attribution of information items, evaluation of technological viability and further development opportunities).

- Preparation of the information system architecture (general architecture, evaluation and selection of the information sources, design of technical solutions for information collection, adaptation of computational linguistic tools (developed by other projects) and development of the new ones.
2. By virtue of the Contract and in accordance with the procedure and terms and conditions established in this Contract, the Contracting Authority shall undertake to pay the Tenderer for properly and timely developed Pre-commercial Procurement Result not exceeding the maximum fixed price per Tenderer indicated in Clause 10 of the Pre-commercial Procurement Conditions (hereinafter referred to as the **Conditions**).
 3. The Pre-commercial Procurement Result shall be developed in **6 months** from the entry into force of the Contract. The Pre-commercial Procurement Result and requirements for its development are specified in the Technical Specifications (see Annex 2).

II. PRICE OF THE CONTRACT (PRICING RULES) AND TERMS OF PAYMENT

4. The Contracting Authority shall pay the Tenderer for the properly and timely developed Pre-commercial Procurement Result in accordance with the procedure established in the Contract [*please specify the value in Euro, figures and words*] (hereinafter referred to as the **Price**).
5. The Price shall be maximum and fixed. The Parties shall clearly agree that the Price shall be the maximum part of the Tenderer's services to be financed by the Contracting Authority. The risk of other fees and costs shall be borne by the Tenderer. Changes in the tax environment, other taxes and costs, general price level or prices of service groups shall not result in recalculation of the Price.
6. The Services shall be deemed to have been provided properly and the Tenderer shall acquire the right to receive the Price in the amount specified in the Contract in accordance with the terms and procedure established in this Contract only after the Tenderer transfers the Pre-commercial Procurement Result to the Contracting Authority in accordance with the procedure established in the Clause 9 of the Contract.
7. If the Contracting Authority determines that the Pre-commercial Procurement Result or its technical, functional, quantitative and qualitative criteria do not meet the requirements set out in the Contract and documents of the pre-commercial procurement, the Price to be paid to the Tenderer shall be reduced in proportion to the results achieved.
8. The procedure for the price reductions: if, in accordance with the evaluation criteria for the results of the Stage I established in the Conditions, after the evaluation of the results of the pre-commercial procurement, the Pre-commercial Procurement Commission determines by a joint decision that the Tenderer has scored 0 points for a certain evaluation criterion, the Price to be paid to the Tenderer shall be reduced in proportion to the maximum score of that evaluation criterion. The Price shall not be paid to the Tenderer if the contractual obligations are not fulfilled (the result of a respective pre-commercial procurement stage has not been achieved).
9. The Contracting Authority shall accept the Pre-commercial Procurement Result by signature. By accepting the Pre-commercial Procurement Result, the Contracting Authority must make sure that the pre-commercial procurement object, its technical, functional, quantitative and qualitative criteria meet the requirements set out in the Contract and pre-commercial procurement documents and other conditions established in the Contract are not violated. The Contracting Authority shall pay the Tenderer for the Pre-commercial Procurement Result in accordance with the terms and conditions of the Contract no later than within 30 (thirty) calendar days from the date of receipt of the VAT invoice and the date of signature of the Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7) (from the later date). The Tenderer shall submit the VAT invoice to the Contracting Authority using the information system *E. saskaita*. If the Tenderer submits the VAT invoice by other means, the invoice shall be deemed not to have been submitted.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

10. The Tenderer shall undertake to develop the Pre-commercial Procurement Result in a professional and careful manner in accordance with the provisions of the Contract and requirements of legal acts, to ensure the compliance of the Pre-commercial Procurement Result with the requirements of the Technical Specifications (see Annex 2), to fulfill all the duties arising from an honest manner and to cooperate with the Contracting Authority in fulfilling the contractual obligations established in the Contract.
11. The Contracting Authority shall procure the goods and/or services necessary for the provision of the scientific research and experimental development (hereinafter referred to as the **R&D**) services following the Law on Public Procurement, Law on

Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services and Law on Public Procurement in the Field of Defence and Security.

12. The Tenderer shall undertake to enable the Contracting Authority and other competent authorities respectively authorized by laws or other legal acts to check the performance of the Contract.

13. For the purpose of performing the Contract, the Tenderer shall have the right to involve the Sub-provider(s) provided that the Tenderer has indicated the intention to involve the Sub-provider(s). The Tenderer shall in any case be liable for all obligations assumed under this Contract regardless of whether or not third parties will be used to carry them out.

14. The Contracting Authority shall undertake to pay the Price specified in the Contract in accordance with the procedure and terms established in the Contract, to fulfill all the duties arising from the Contract in accordance with the procedure established in the Contract, to act in an honest manner, not to violate the requirements of the Contract and legal acts and to cooperate with the Tenderer in fulfilling the Contract.

15. The Contracting Authority or the authorized representative shall have the right to receive from the Tenderer all necessary information pertaining to the development of the Pre-commercial Procurement Result, to get familiarized with the documents or information related to the Pre-commercial Procurement Result and performance of the Contract and to monitor the performance of the Contract and on-site checks.

16. The Parties shall agree to cooperate, to inform each other in a timely manner about the progress of the fulfillment of the undertaken obligations and to immediately notify about the circumstances that may hinder the quality and timely fulfillment of the contractual obligations.

IV. ACKNOWLEDGMENTS AND GUARANTEES

17. Each of the Parties hereby declares and guarantees to the other Party that:

17.1. the Party has all rights, powers and approvals necessary for the conclusion and performance of the Contract;

17.2. the Party has carried out all required legal actions for the Contract to be properly concluded and valid, holds all permits and licenses provided for by legal acts and has the employees required for providing or receiving the services;

17.3. the conclusion and performance of the Contract does not violate (i) the respective Party's articles of association and business documents; (ii) laws and other legal acts applicable to it; (iii) decisions, acts or other documents of the court or other public authorities that are binding on the respective Party; (iv) agreements concluded by the respective Party or unilateral obligations assumed in respect of third parties; (v) rights of creditors of the respective Party.

V. LIABILITY

18. Where the Tenderer delays, through his/her fault, the development of the Pre-commercial Procurement Result during the period fixed in the Contract, the Contracting Authority may, without a written notice and without losing the right to other remedies, demand under the Contract late payment interest of 0.02% from the amount of the Price per each delayed day calculated from the end of the Pre-commercial Procurement Result development period specified in the Contract until the day of the actual development and transfer of the delayed Pre-commercial Procurement Result. Late payment interest may be withheld from the Price to be paid to the Tenderer.

19. In the event of the failure to make the payment within the fixed time limits, the Contracting Authority must pay, on the Tenderer's request, late payment interest of 0.02% from the delayed amount of the Price per each delayed day.

20. The payment of the late payment interest shall not relieve the Parties from the duty to fulfill the obligations assumed under the Contract.

21. Where the Tenderer is unable to fulfill in a timely and/or proper manner the obligations provided for in the Contract through the fault of the Contracting Authority and/or due to the circumstances depending on the Contracting Authority and/or due to any other circumstances beyond control of the Tenderer, the Tenderer shall be exempted from the liability under this part of the Contract and shall not be charged late payment interest.

22. The Party which fails to fulfill or improperly fulfills its obligations under the Contract must indemnify to the other Party all resulting direct losses.

23. In all instances, the Party to the Contract shall indemnify only direct losses according to this Contract, and the amount of the indemnified losses may not exceed the Price. This limitation of liability shall not apply when losses arise from deliberate acts or gross negligence of the Party to the Contract.

24. Where the Tenderer breaches the obligations provided in the Contract (excluding the case provided for in the Clause 7 of the Contract), the Contracting Authority shall have the right to notify in writing the Tenderer and eliminate the breaches within the reasonably fixed time limit. Where the Tenderer fails to eliminate the breaches within the time limit fixed by the Contracting Authority, the Contracting Authority shall have the right to unilaterally terminate the Contract by notifying the Tenderer no later than 30 days in advance and claim compensation for losses incurred as a result of the breach.

VI. VALIDITY, AMENDMENT, EXPIRY AND TERMINATION OF THE CONTRACT

25. The Contract shall enter into force on the day of its signing. The Contract shall be valid until the proper fulfillment of the obligations or termination of the Contract.

26. During the validity of the Contract, its terms and conditions may not be amended.

27. In addition to the cases of termination of the Contract specified therein, the Contract may be terminated in accordance with the procedure and in the cases specified in the Civil Code of the Republic of Lithuania and/or other legal acts.

VII. FORCE MAJEURE

28. The Party shall not be held liable for the nonfulfillment or improper fulfillment of any obligations under the Contract, if the Party proves that the reason for that was the circumstances which the Party could not control and reasonably foresee, avoid or remove by any means, e.g. decisions of the Government and other acts affecting the Party's business, political unrest, strikes, declared and undeclared wars, other armed conflicts, fires, tides, other natural disasters (hereinafter referred to as the **Force Majeure Circumstances**). Under Force Majeure Circumstances, the Parties shall be exempted from liability for the nonfulfillment or improper fulfillment of the obligations provided for in the Contract in accordance with the procedure set forth by legal acts of the Republic of Lithuania, and the time limit for the fulfillment of the obligations shall be extended.

29. The Party seeking exemption from liability must notify the other Party in writing of the Force Majeure Circumstances immediately but no later than within 3 (three) working days of the occurrence of becoming aware of such circumstances by providing the proof demonstrating that it has taken all reasonable precautions and has made all efforts to reduce expenses or adverse consequences and notify of the expected time limit of the fulfillment of obligations. The notification shall also be required when the grounds for the nonfulfillment of the obligations cease to exist.

30. The grounds for exemption of the Party from liability shall appear from the moment of occurrence of the Force Majeure Circumstances or where the notification has not been submitted in a timely manner – from the moment of the receipt of the notification. The Party communicating the notification with delay or failing to notify must indemnify to the other Party the damage incurred thereby due to the late notification or due to the failure to notify.

31. Where the Force Majeure Circumstances persist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Contract by notifying the other party no later than 10 (ten) calendar days before the day of the Contract termination.

VIII. ENFORCEMENT OF THE CONTRACT

32. The Contracting Authority shall not require to secure the performance of the **Stage I** of the Pre-commercial Procurement Contract by a guarantee of a bank or an insurance company.

IX. EXERCISE OF THE INTELLECTUAL PROPERTY RIGHTS

33. The intellectual property objects that are created or appear during or before the participation of the Tenderer in the pre-commercial procurement and/or provision of the R&D services, if they are used by the Tenderer in the pre-commercial procurement and/or in the provision of the R&D services, shall belong to the Tenderer.

34. The Tenderer must grant to the Contracting Authority the right of unlimited and free of charge use of the intellectual property objects developed in the pre-commercial procurement and modify, adapt and decompile them for own use in order to use the intellectual property objects for the purpose they were acquired, and a non-exclusive right (e.g. license under market conditions) to third parties. The objects of the intellectual property belonging to the Tenderer which are not created during the pre-commercial procurement but are used by the Tenderer to perform the pre-commercial procurement shall be licensed to the Contracting Authority under fair, reasonable and non-discriminatory conditions.

X. THE USE OF PHYSICAL PROPERTY DEVELOPED IN THE PRE-COMMERCIAL PROCUREMENT

35. Where the Pre-commercial Procurement Results developed by the Tenderer in the pre-commercial procurement are inextricably connected to physical property (created prototype of the innovative product or the innovative product test batch), the Tenderer must transfer this property to the Contracting Authority.

36. The transfer of physical property shall be recorded in the Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7).

XI. MISCELLANEOUS

37. The Parties acknowledge that by concluding this Contract they express their willingness to be bound by the Contract.

38. The Contract is concluded and shall be performed and construed according to the laws of the Republic of Lithuania and shall be governed by the law of the Republic of Lithuania.

39. Any provision of the Contract which becomes or is declared fully or partially invalid shall not affect the validity of the remaining provisions of the Contract.

40. Where for the performance of the Contract the Tenderer involves the Sub-provider(s) who improperly fulfill(s) the obligations to the Tenderer and also when the Sub-provider(s) is (are) incapable of fulfilling the obligations to the Tenderer because of the instituted bankruptcy proceedings and/or a similar situation, the Tenderer may replace the Sub-provider(s) notifying the Contracting Authority in writing in accordance with the procedures set forth in the Contract stating the reasons for the replacement of the Sub-provider(s). In the event of the replacement of the Sub-provider(s), the Parties shall conclude an agreement on the replacement of the Sub-provider(s). This clause of the Contract shall apply where the Tenderer has indicated the intention to involve the Sub-provider(s) in the Tender.

41. Each Party shall undertake, without a prior written consent of the other Party, not to disclose to any third parties the confidential information received in the pre-commercial procurement for at least 4 (four) years after the last transfer of the pre-commercial procurement contract performance results.

42. Disputes shall be settled by way of negotiations, and in the event of failure to settle the dispute within 30 (thirty) calendar days of the starting of the dispute (the starting day of the dispute shall be the day on which one Party to the Contract receives a claim from the other Party filed in accordance with the procedure set forth in the Contract), the dispute shall be settled before a competent court in accordance with the procedure set forth by laws.

43. The Parties agree that all correspondence concerning the Contract between the Parties shall take place in the Lithuanian language. All notifications and correspondence which may be submitted by one Party to the other Party under the Contract shall be considered to be valid and duly delivered when the acknowledgment of the receipt is received or when they are sent by a registered mail, fax, or e-mail to the addresses of the Parties specified in the Contract, other addresses of fax numbers indicated by the Party when communicating the notification.

44. In the event of change of the Party's address and/or other contact or payment details, the Party must notify the other Party of the envisaged change of such details no later than 3 (three) working days in advance. If the Party defaults on the duty to notify,

it shall be considered that the other Party has properly fulfilled its duties where it has fulfilled them using the last contact and/or payment details available to it.

45. The Contract has been concluded in two copies of equal legal value in the Lithuanian language, each Party has received one copy.

46. The Technical Specifications (see Annex 2), Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7) and the Form of the Tender (see Annex 3) constitute an inseparable parts of the Contract.

CONTRACTING AUTHORITY

General Jonas Žemaitis Military Academy of Lithuania

Legal entity number: 211959040

VAT number: LT119590416

Address: Šilo St 5A, LT-10322, Vilnius

Bank account: LT 65 7044 0600 0596 2197

Bank: SEB, bank code: 70440

Phone: +370 5 210 3506

Fax: +370 5 210 3693

E-mail: lka@mil.lt

Commandant of General Jonas Žemaitis Military Academy of Lithuania

Colonel Juozas KAČERGIUS

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L. S.

TENDERER

L. S.

CONTRACT NO. _____
FOR THE STAGE II OF THE PRE-COMMERCIAL PROCUREMENT
“DEVELOPMENT OF THE NATIONAL ECOSYSTEM FOR THE RECOGNITION AND ANALYSIS OF THE
INFORMATION EFFECT PHENOMENA (NAAS)”

_____ 2020
Vilnius

General Jonas Žemaitis Military Academy of Lithuania, legal entity number: 211959040, registered office address: Šilo St 5A, Vilnius, the entity's data are collected and stored in the Register of Legal Entities, represented by Commandant Colonel Juozas KAČERGIUS, acting on the basis of the Statute of General Jonas Žemaitis Military Academy of Lithuania approved by the Resolution No. 896 of 10 August 1999 of the Government of the Republic of Lithuania (hereinafter referred to as the **Contracting Authority**),

and

[*Name of the Tenderer*], identity number of the natural/legal person: [...], registered office address: [...], [*if the Tenderer is a legal person, please specify that the data about the entity are collected and stored in the in the Register of Legal Entities*], represented by [*position, full name*], acting on the basis of [*the document whereby the signing person is authorized to sign the contract*] (hereinafter referred to as the **Tenderer**), [*if it is a group of legal entities, please specify respective data about every partner*] (hereinafter collectively referred to as the **Parties** and individually as the **Party**),

have concluded this Contract for the Stage II of the Pre-commercial Procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Contract**) and have agreed on the following terms and conditions:

I. SUBJECT OF THE CONTRACT

1. By virtue of the Contract and in accordance with the procedure and terms and conditions established in this Contract, the Tenderer shall undertake to develop the prototype of the pre-commercial procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Result of the Pre-commercial Procurement**) conducted on the basis of the Contract No. ESIF1-1047 of the Project No. 01.2.1-LVPA-V-835-03-0006 *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Financing Contract**) concluded by the Contracting Authority and Lithuanian Business Support Agency (hereinafter referred to as the **Implementing Body**), co-financed by the European Union Structural Funds, and shall perform the following activities to achieve the Pre-commercial Procurement Result:

- Installation of the conceptual model for combining kinetic and electronic information (selection/adaptation/development of the technological tools enabling information combination);
- Selection and implementation of the information system architecture solutions (to develop/select a set of analytical tools for the analysis of linguistic, video and audio data; to develop/select a set of analytical tools for forecasting future events and modeling possible scenarios; to develop/select an integration platform for data collected from different sources; to develop/select analytical tools for data visualization;
- Testing, evaluation, selection and pilot operation of reliability and applicability of developed methodologies, technical solutions, integration platform, selected/developed/adapted tools and analysis process.

2. By virtue of the Contract and in accordance with the procedure and terms and conditions established in this Contract, the Contracting Authority shall undertake to pay the Tenderer for properly and timely developed Pre-commercial Procurement Result not exceeding the maximum fixed price per Tenderer indicated in Clause 10 of the Pre-commercial Procurement Conditions (hereinafter referred to as the **Conditions**).

3. The Pre-commercial Procurement Result shall be developed in **12 months** from the entry into force of the Contract. The Pre-commercial Procurement Result and requirements for its development are specified in the Technical Specifications (see Annex 2).

II. PRICE OF THE CONTRACT (PRICING RULES) AND TERMS OF PAYMENT

4. The Contracting Authority shall pay the Tenderer for the properly and timely developed Pre-commercial Procurement Result in accordance with the procedure established in the Contract [*please specify the value in Euro, figures and words*] (hereinafter referred to as the **Price**).

5. The Price shall be maximum and fixed. The Parties shall clearly agree that the Price shall be the maximum part of the Tenderer's services to be financed by the Contracting Authority. The risk of other fees and costs shall be borne by the Tenderer. Changes in the tax environment, other taxes and costs, general price level or prices of service groups shall not result in recalculation of the Price.

6. The Tenderer who submits a written request to the Contracting Authority, advance VAT invoice and advance insurance document (a guarantee or the letter of guarantee from a financial institution or an insurance company or the letter of warranty or warranty insurance for the full amount of the advance payment which must be unconditional and irrevocable and valid for at least 2 months after the expiry of the latest contractual period for the performance of the contractual obligations, including their extensions) may be paid an advance. The maximum possible amount is 30 (thirty) per cent of the Price if the Implementing Body recognizes such costs as eligible for funding. Having received the funds for the payment of the advance from the Implementing Body, the Contracting Authority shall pay the advance to the Tenderer no later than within 5 (five) working days.

7. The Services shall be deemed to have been provided properly and the Tenderer shall acquire the right to receive the Price in the amount specified in the Contract in accordance with the terms and procedure established in this Contract only after the Tenderer transfers the Pre-commercial Procurement Result to the Contracting Authority in accordance with the procedure established in the Clause 11 of the Contract.

8. If the Contracting Authority determines that the Pre-commercial Procurement Result or its technical, functional, quantitative and qualitative criteria do not meet the requirements set out in the Contract and documents of the pre-commercial procurement, or the pre-commercial procurement is terminated (in cases and according to the procedure specified by law and Financing Contract), the Price to be paid to the Tenderer shall be reduced in proportion to the results achieved.

9. The procedure for the price reductions: if, in accordance with the evaluation criteria for the results of the Stage II established in the Conditions, after the evaluation of the results of the pre-commercial procurement, the Pre-commercial Procurement Commission determines by a joint decision that the Tenderer has scored 0 points for a certain evaluation criterion, the Price to be paid to the Tenderer shall be reduced in proportion to the maximum score of that evaluation criterion. If the pre-commercial procurement is terminated, the Tenderer shall be paid for the activities performed to achieve the Pre-commercial Procurement Result.

10. If the contractual obligations are not fulfilled (the Pre-commercial Procurement Result is not achieved), the Price shall not be paid to the Tenderer. If the Tenderer was paid an advance, the Tenderer must return it in full to the Contracting Authority no later than within 5 (five) working days after the request of the Contracting Authority.

11. The Contracting Authority shall accept the Pre-commercial Procurement Result by signature. By accepting the Pre-commercial Procurement Result, the Contracting Authority must make sure that the pre-commercial procurement object, its technical, functional, quantitative and qualitative criteria meet the requirements set out in the Contract and pre-commercial procurement documents and other conditions established in the Contract are not violated. The Contracting Authority shall pay the Tenderer for the Pre-commercial Procurement Result in accordance with the terms and conditions of the Contract no later than within 30 (thirty) calendar days from the date of receipt of the VAT invoice and the date of signature of the Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7) (from the later date). The Tenderer shall submit the VAT invoice to the Contracting Authority using the information system *E. saskaita*. If the Tenderer submits the VAT invoice by other means, the invoice shall be deemed not to have been submitted.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

12. The Tenderer shall undertake to develop the Pre-commercial Procurement Result in a professional and careful manner in accordance with the provisions of the Contract and requirements of legal acts, to ensure the compliance of the Pre-commercial Procurement Result with the requirements of the Technical Specifications (see Annex 2), to fulfill all the duties arising from the

Contract in accordance with the procedure established in the Contract, to act in an honest manner and to cooperate with the Contracting Authority in fulfilling the contractual obligations established in the Contract.

13. The Contracting Authority shall procure the goods and/or services necessary for the provision of the the scientific research and experimental development (hereinafter referred to as the **R&D**) services following the Law on Public Procurement, Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services and Law on Public Procurement in the Field of Defence and Security.

14. The Tenderer shall undertake to enable the Contracting Authority and other competent authorities respectively authorized by laws or other legal acts to check the performance of the Contract.

15. For the purpose of performing the Contract, the Tenderer shall have the right to involve the Sub-provider(s) provided that the Tenderer has indicated the intention to involve the Sub-provider(s). The Tenderer shall in any case be liable for all obligations assumed under this Contract regardless of whether or not third parties will be used to carry them out.

16. The Contracting Authority shall undertake to pay the Price specified in the Contract in accordance with the procedure and terms established in the Contract, to fulfill all the duties arising from the Contract in accordance with the procedure established in the Contract, to act in an honest manner, not to violate the requirements of the Contract and legal acts and to cooperate with the Tenderer in fulfilling the Contract.

17. The Contracting Authority or the authorized representative shall have the right to receive from the Tenderer all necessary information pertaining to the development of the Pre-commercial Procurement Result, to get familiarized with the documents or information related to the Pre-commercial Procurement Result and performance of the Contract and to monitor the performance of the Contract and on-site checks.

18. The Parties shall agree to cooperate, to inform each other in a timely manner about the progress of the fulfillment of the undertaken obligations and to immediately notify about the circumstances that may hinder the quality and timely fulfillment of the contractual obligations.

IV. ACKNOWLEDGMENTS AND GUARANTEES

19. Each of the Parties shall declare and guarantee to the other Party that:

19.1. the Party has all rights, powers and approvals necessary for the conclusion and performance of the Contract;

19.2. the Party has carried out all required legal actions for the Contract to be properly concluded and valid, holds all permits and licenses provided for by legal acts and has the employees required for providing or receiving the services;

19.3. the conclusion and performance of the Contract does not violate (i) the respective Party's articles of association and business documents; (ii) laws and other legal acts applicable to it; (iii) decisions, acts or other documents of the court or other public authorities that are binding on the respective Party; (iv) agreements concluded by the respective Party or unilateral obligations assumed in respect of third parties; (v) rights of creditors of the respective Party.

V. LIABILITY

20. Where the Tenderer delays, through his/her fault, the development of the Pre-commercial Procurement Result during the period fixed in the Contract, the Contracting Authority may, without a written notice and without losing the right to other remedies, demand under the Contract late payment interest of 0.02% from the amount of the Price per each delayed day calculated from the end of the Pre-commercial Procurement Result development period specified in the Contract until the day of the actual development and transfer of the delayed Pre-commercial Procurement Result. Late payment interest may be withheld from the Price to be paid to the Tenderer.

21. In the event of the failure to make the payment within the fixed time limits, the Contracting Authority must pay, on the Tenderer's request, late payment interest of 0.02% from the delayed amount of the Price per each delayed day.

22. The payment of the late payment interest shall not relieve the Parties from the duty to fulfill the obligations assumed under the Contract.

23. Where the Tenderer is unable to fulfill in a timely and/or proper manner the obligations provided for in the Contract through the fault of the Contracting Authority and/or due to the circumstances depending on the Contracting Authority and/or due to

any other circumstances beyond control of the Tenderer, the Tenderer shall be exempted from the liability under this part of the Contract and shall not be charged late payment interest.

24. The Party which fails to fulfill or improperly fulfills its obligations under the Contract must indemnify to the other Party all resulting direct losses.

25. In all instances, the Party to the Contract shall indemnify only direct losses according to this Contract, and the amount of the indemnified losses may not exceed the Price. This limitation of liability shall not apply when losses arise from deliberate acts or gross negligence of the Party to the Contract.

26. Where the Tenderer breaches the obligations provided in the Contract (excluding the case provided for in the Clause 8 of the Contract), the Contracting Authority shall have the right to notify in writing the Tenderer and eliminate the breaches within the reasonably fixed time limit. Where the Tenderer fails to eliminate the breaches within the time limit fixed by the Contracting Authority, the Contracting Authority shall have the right to unilaterally terminate the Contract by notifying the Tenderer no later than 30 days in advance and claim compensation for losses incurred as a result of the breach.

VI. VALIDITY, AMENDMENT, EXPIRY AND TERMINATION OF THE CONTRACT

27. The Contract shall enter into force on the day of its signing. The Contract shall be valid until the proper fulfillment of the obligations or termination of the Contract.

28. During the validity of the Contract, its terms and conditions may not be amended.

29. In addition to the cases of termination of the Contract specified therein, the Contract may be terminated in accordance with the procedure and in the cases specified in the Civil Code of the Republic of Lithuania and/or other legal acts.

VII. FORCE MAJEURE

30. The Party shall not be held liable for the nonfulfillment or improper fulfillment of any obligations under the Contract, if the Party proves that the reason for that was the circumstances which the Party could not control and reasonably foresee, avoid or remove by any means, e.g. decisions of the Government and other acts affecting the Party's business, political unrest, strikes, declared and undeclared wars, other armed conflicts, fires, tides, other natural disasters (hereinafter referred to as the **Force Majeure Circumstances**). Under the Force Majeure Circumstances, the Parties shall be exempted from liability for the nonfulfillment or improper fulfillment of the obligations provided for in the Contract in accordance with the procedure set forth by legal acts of the Republic of Lithuania, and the time limit for the fulfillment of the obligations shall be extended.

31. The Party seeking exemption from liability must notify the other Party in writing of the Force Majeure Circumstances immediately but no later than within 3 (three) working days of the occurrence of becoming aware of such circumstances by providing the proof demonstrating that it has taken all reasonable precautions and has made all efforts to reduce expenses or adverse consequences and notify of the expected time limit of the fulfillment of obligations. The notification shall also be required when the grounds for the nonfulfillment of the obligations cease to exist.

32. The grounds for exemption of the Party from liability shall appear from the moment of occurrence of the Force Majeure Circumstances or where the notification has not been submitted in a timely manner – from the moment of the receipt of the notification. The Party communicating the notification with delay or failing to notify must indemnify to the other Party the damage incurred thereby due to the late notification or due to the failure to notify.

33. Where the Force Majeure Circumstances persist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Contract by notifying the other party no later than 10 (ten) calendar days before the day of the Contract termination.

VIII. ENFORCEMENT OF THE CONTRACT

34. The Contracting Authority shall not require to secure the performance of the **Stage II** of the Pre-commercial Procurement Contract by a guarantee of a bank or an insurance company excluding the case specified in the Clause 6 of the Contract.

IX. EXERCISE OF THE INTELLECTUAL PROPERTY RIGHTS

35. The intellectual property objects that are created or appear during or before the participation of the Tenderer in the pre-commercial procurement and/or provision of the R&D services, if they are used by the Tenderer in the pre-commercial procurement and/or in the provision of the R&D services, shall belong to the Tenderer.

36. The Tenderer must grant to the Contracting Authority the right of unlimited and free of charge use of the intellectual property objects developed in the pre-commercial procurement and modify, adapt and decompile them for own use in order to use the intellectual property objects for the purpose they were acquired and a non-exclusive right (e.g. license under market conditions) to third parties. The objects of the intellectual property belonging to the Tenderer which are not created during the pre-commercial procurement but are used by the Tenderer to perform the pre-commercial procurement shall be licensed to the Contracting Authority under fair, reasonable and non-discriminatory conditions.

X. THE USE OF THE PHYSICAL PROPERTY DEVELOPED IN THE PRE-COMMERCIAL PROCUREMENT

37. Where the Pre-commercial Procurement Results developed by the Tenderer in the pre-commercial procurement are inextricably connected to physical property (created prototype of the innovative product or the innovative product test batch), the Tenderer must transfer this property to the Contracting Authority.

38. The transfer of physical property shall be recorded in the Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7).

XI. MISCELLANEOUS

39. The Parties acknowledge that by concluding this Contract they express their willingness to be bound by the Contract.

40. The Contract is concluded and shall be performed and construed according to the laws of the Republic of Lithuania and shall be governed by the law of the Republic of Lithuania.

41. Any provision of the Contract which becomes or is declared fully or partially invalid shall not affect the validity of the remaining provisions of the Contract.

42. Where for the performance of the Contract the Tenderer involves the Sub-provider(s) who improperly fulfill(s) the obligations to the Tenderer and also when the Sub-provider(s) is (are) incapable of fulfilling the obligations to the Tenderer because of the instituted bankruptcy proceedings and/or a similar situation, the Tenderer may replace the Sub-provider(s) notifying the Contracting Authority in writing in accordance with the procedures set forth in the Contract stating the reasons for the replacement of the Sub-provider(s). In the event of the replacement of the Sub-provider(s), the Parties shall conclude an agreement on the replacement of the Sub-provider(s). This clause of the Contract shall apply where the Tenderer has indicated the intention to involve the Sub-provider(s) in the Tender.

43. Each Party shall undertake, without a prior written consent of the other Party, not to disclose to any third parties the confidential information received in the pre-commercial procurement for at least 4 (four) years after the last transfer of the pre-commercial procurement contract performance results.

44. Disputes shall be settled by way of negotiations, and in the event of failure to settle the dispute within 30 (thirty) calendar days of the starting of the dispute (the starting day of the dispute shall be the day on which one Party to the Contract receives a claim from the other Party filed in accordance with the procedure set forth in the Contract), the dispute shall be settled before a competent court in accordance with the procedure set forth by laws.

45. The Parties agree that all correspondence concerning the Contract between the Parties shall take place in the Lithuanian language. All notifications and correspondence which may be submitted by one Party to the other Party under the Contract shall be considered to be valid and duly delivered when the acknowledgment of the receipt is received or when they are sent by a registered mail, fax, or e-mail to the addresses of the Parties specified in the Contract, other addresses of fax numbers indicated by the Party when communicating the notification.

46. In the event of change of the Party's address and/or other contact or payment details, the Party must notify the other Party of the envisaged change of such details no later than 3 (three) working days in advance. If the Party defaults on the duty to notify,

it shall be considered that the other Party has properly fulfilled its duties where it has fulfilled them using the last contact and/or payment details available to it.

47. The Contract has been concluded in two copies of equal legal value in the Lithuanian language, each Party has received one copy.

48. The Technical Specifications (see Annex 2), Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7) and the Form of the Tender (see Annex 3) constitute an inseparable parts of the Contract.

CONTRACTING AUTHORITY

General Jonas Žemaitis Military Academy of Lithuania

Legal entity number: 211959040

VAT number: LT119590416

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E-mail: lka@mil.lt

Commandant of General Jonas Žemaitis Military Academy of Lithuania

Colonel Juozas KAČERGIUS

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L. S.

TENDERER

L. S.

CONTRACT NO. _____
FOR THE STAGE III OF THE PRE-COMMERCIAL PROCUREMENT
“DEVELOPMENT OF THE NATIONAL ECOSYSTEM FOR THE RECOGNITION AND ANALYSIS OF THE
INFORMATION EFFECT PHENOMENA (NAAS)”

_____ 2020
Vilnius

General Jonas Žemaitis Military Academy of Lithuania, legal entity number: 211959040, registered office address: Šilo St 5A, Vilnius, the entity's data are collected and stored in the Register of Legal Entities, represented by Commandant Colonel Juozas KAČERGIUS, acting on the basis of the Statute of General Jonas Žemaitis Military Academy of Lithuania approved by the Resolution No. 896 of 10 August 1999 of the Government of the Republic of Lithuania (hereinafter referred to as the **Contracting Authority**),

and

[*Name of the Tenderer*], identity number of the natural/legal person: [...], registered office address: [...], [*if the Tenderer is a legal person, please specify that the data about the entity are collected and stored in the in the Register of Legal Entities*], represented by [*position, full name*], acting on the basis of [*the document whereby the signing person is authorized to sign the contract*] (hereinafter referred to as the **Tenderer**), [*if it is a group of legal entities, please specify respective data about every partner*] (hereinafter collectively referred to as the **Parties** and individually as the **Party**),

have concluded this Contract for the Stage III of the Pre-commercial Procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Contract**) and have agreed on the following terms and conditions:

I. SUBJECT OF THE CONTRACT

1. By virtue of the Contract and in accordance with the procedure and terms and conditions established in this Contract, the Tenderer shall undertake to develop a test batch of an innovative product, including the procurement of the innovative products on a commercial scale of the pre-commercial procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Result of the Pre-commercial Procurement**) conducted on the basis of the Contract No. ESIF1-1047 of the Project No. 01.2.1-LVPA-V-835-03-0006 *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Financing Contract**) concluded by the Contracting Authority and Lithuanian Business Support Agency (hereinafter referred to as the **Implementing Body**), co-financed by the European Union Structural Funds, and shall perform the following activities to achieve the Result of the Pre-commercial Procurement:

- Identification of the missing undeveloped components (preparation of the competence structure, open data and social Internet archive model and description of infrastructure needs and development) and transfer and testing of the solution in the environment under the conditions close to the actual operating conditions of the technology (i.e. Department of Strategic Communication of the Lithuanian Armed Forces);
- Demonstration of the operation of the prototype in the actual environment for the interested institutions in order to create a model of inter-institutional cooperation (identification of potential interested public bodies at the national and international level; preparation of cooperation process; inter-institutional evaluation of the situation, development of the methodology for the analysis of possible directions of situational development; inter-institutional development and implementation of a system for situational evaluation of the analysis and forecast of potential directions of the situational development, tendencies and measures supporting decision-making process; definition of possibilities for cooperation with educational and scientific institutions; preparation of the process of cooperation with educational and scientific institutions;
- Preparation of guidelines for further and continuous development;
- Preparation of guidelines for the application of intellectual property protection elements to the solution;
- Preparation of guidelines for a possible application of the solution for commercial and non-commercial purposes in other areas.

2. By virtue of the Contract and in accordance with the procedure and terms and conditions established in this Contract, the Contracting Authority shall undertake to pay the Tenderer for properly and timely developed Pre-commercial Procurement Result not exceeding the maximum fixed price per Tenderer indicated in Clause 10 of the Pre-commercial Procurement Conditions (hereinafter referred to as the **Conditions**).

3. The Result of the Pre-commercial Procurement shall be developed in **6 months** from the entry into force of the Contract. The Result of the Pre-commercial Procurement Result and requirements for its development are specified in the Technical Specifications (see Annex 2).

II. PRICE OF THE CONTRACT (PRICING RULES) AND TERMS OF PAYMENT

4. The Contracting Authority shall pay the Tenderer for the properly and timely developed Result of the Pre-commercial Procurement in accordance with the procedure established in the Contract [*please specify the value in Euro, figures and words*] (hereinafter referred to as the **Price**).

5. The Price shall be maximum and fixed. The Parties shall clearly agree that the Price shall be the maximum part of the Tenderer's services to be financed by the Contracting Authority. The risk of other fees and costs shall be borne by the Tenderer. Changes in the tax environment, other taxes and costs, general price level or prices of service groups shall not result in recalculation of the Price.

6. The Tenderer who submits a written request to the Contracting Authority, advance VAT invoice and advance insurance document (a guarantee or the letter of guarantee from a financial institution or an insurance company or the letter of warranty or warranty insurance for the full amount of the advance payment which must be unconditional and irrevocable and valid for at least 2 months after the expiry of the latest contractual period for the performance of the contractual obligations, including their extensions) may be paid an advance. The maximum possible amount is 30 (thirty) per cent of the Price if the Implementing Body recognizes such costs as eligible for funding. Having received the funds for the payment of the advance from the Implementing Body, the Contracting Authority shall pay the advance to the Tenderer no later than within 5 (five) working days.

7. The Services shall be deemed to have been provided properly and the Tenderer shall acquire the right to receive the Price in the amount specified in the Contract in accordance with the terms and procedure established in this Contract only after the Tenderer transfers the Pre-commercial Procurement Result to the Contracting Authority in accordance with the procedure established in the Clause 11 of the Contract.

8. If the Contracting Authority determines that the Pre-commercial Procurement Result or its technical, functional, quantitative and qualitative criteria do not meet the requirements set out in the Contract and documents of the pre-commercial procurement, the Price to be paid to the Tenderer shall be reduced in proportion to the results achieved.

9. The procedure for the price reductions: if, in accordance with the evaluation criteria for the results of the Stage III established in the Conditions, after the evaluation of the Result of the Pre-commercial Procurement, the Pre-commercial Procurement Commission determines by a joint decision that the Tenderer has scored 0 points for a certain evaluation criterion, the Price to be paid to the Tenderer shall be reduced in proportion to the maximum score of that evaluation criterion. If the pre-commercial procurement is terminated, the Tenderer shall be paid for the activities performed to achieve the Result of the Pre-commercial Procurement.

10. If the contractual obligations are not fulfilled, (the Pre-commercial Procurement Result is not achieved), the Price shall not be paid to the Tenderer. If the Tenderer was paid an advance, the Tenderer must return it in full to the Contracting Authority no later than within 5 (five) working days after the request of the Contracting Authority.

11. The Contracting Authority shall accept the Pre-commercial Procurement Result by signature. By accepting the Pre-commercial Procurement Result, the Contracting Authority must make sure that the pre-commercial procurement object, its technical, functional, quantitative and qualitative criteria meet the requirements set out in the Contract and pre-commercial procurement documents and other conditions established in the Contract are not violated. The Contracting Authority shall pay the Tenderer for the Result of the Pre-commercial Procurement in accordance with the terms and conditions of the Contract no later than within 30 (thirty) calendar days from the date of receipt of the VAT invoice and the date of signature of the Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7) (from the later date). The Tenderer shall submit the VAT invoice to the Contracting Authority using the information system *E. saskaita*. If the Tenderer submits the VAT invoice by other means, the invoice shall be deemed not to have been submitted.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

12. The Tenderer shall undertake to develop the Pre-commercial Procurement Result in a professional and careful manner in accordance with the provisions of the Contract and requirements of legal acts, to ensure the compliance of the Pre-commercial Procurement Result with the requirements of the Technical Specifications (see Annex 2), to fulfill all the duties arising from the Contract in accordance with the procedure established in the Contract, to act in an honest manner and to cooperate with the Contracting Authority in fulfilling the contractual obligations established in the Contract.

13. The Contracting Authority shall procure the goods and/or services necessary for the provision of the scientific research and experimental development (hereinafter referred to as the **R&D**) services following the Law on Public Procurement, Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services and Law on Public Procurement in the Field of Defence and Security.

14. The Tenderer shall undertake to enable the Contracting Authority and other competent authorities respectively authorized by laws or other legal acts to check the performance of the Contract.

15. For the purpose of performing the Contract, the Tenderer shall have the right to involve the Sub-provider(s) provided that the Tenderer has indicated the intention to involve the Sub-provider(s). The Tenderer shall in any case be liable for all obligations assumed under this Contract regardless of whether or not third parties will be used to carry them out.

16. The Contracting Authority shall undertake to pay the Price specified in the Contract in accordance with the procedure and terms established in the Contract, to fulfill all the duties arising from the Contract in accordance with the procedure established in the Contract, to act in an honest manner, not to violate the requirements of the Contract and legal acts and to cooperate with the Tenderer in fulfilling the Contract.

17. The Contracting Authority or the authorized representative shall have the right to receive from the Tenderer all necessary information pertaining to the development of the Pre-commercial Procurement Result, to get familiarized with the documents or information related to the Pre-commercial Procurement Result and performance of the Contract and to monitor the performance of the Contract and on-site checks.

18. The Parties shall agree to cooperate, to inform each other in a timely manner about the progress of the fulfillment of the undertaken obligations and to immediately notify about the circumstances that may hinder the quality and timely fulfillment of the contractual obligations.

IV. ACKNOWLEDGMENTS AND GUARANTEES

19. Each of the Parties shall declare and guarantee to the other Party that:

19.1. the Party has all rights, powers and approvals necessary for the conclusion and performance of the Contract;

19.2. the Party has carried out all required legal actions for the Contract to be properly concluded and valid, holds all permits and licenses provided for by legal acts and has the employees required for providing or receiving the services;

19.3. the conclusion and performance of the Contract does not violate (i) the respective Party's articles of association and business documents; (ii) laws and other legal acts applicable to it; (iii) decisions, acts or other documents of the court or other public authorities that are binding on the respective Party; (iv) agreements concluded by the respective Party or unilateral obligations assumed in respect of third parties; (v) rights of creditors of the respective Party.

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20. Where the Tenderer delays, through his/her fault, the development of the Pre-commercial Procurement Result during the period fixed in the Contract, the Contracting Authority may, without a written notice and without losing the right to other remedies, demand under the Contract late payment interest of 0.02% from the amount of the Price per each delayed day calculated from the end of the Pre-commercial Procurement Result development period specified in the Contract until the day of the actual development and transfer of the delayed Pre-commercial Procurement Result. Late payment interest may be withheld from the Price to be paid to the Tenderer.

21. In the event of the failure to make the payment within the fixed time limits, the Contracting Authority must pay, on the Tenderer's request, late payment interest of 0.02% from the delayed amount of the Price per each delayed day.

22. The payment of the late payment interest shall not relieve the Parties from the duty to fulfill the obligations assumed under the Contract.

23. Where the Tenderer is unable to fulfill in a timely and/or proper manner the obligations provided for in the Contract through the fault of the Contracting Authority and/or due to the circumstances depending on the Contracting Authority and/or due to any other circumstances beyond control of the Tenderer, the Tenderer shall be exempted from the liability under this part of the Contract and shall not be charged late payment interest.

24. The Party which fails to fulfill or improperly fulfills its obligations under the Contract must indemnify to the other Party all resulting direct losses.

25. In all instances, the Party to the Contract shall indemnify only direct losses according to this Contract, and the amount of the indemnified losses may not exceed the Price. This limitation of liability shall not apply when losses arise from deliberate acts or gross negligence of the Party to the Contract.

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33. Where the Force Majeure Circumstances persist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Contract by notifying the other party no later than 10 (ten) calendar days before the day of the Contract termination.

VIII. ENFORCEMENT OF THE CONTRACT

34. The Contracting Authority shall not require to secure the performance of the **Stage III** of the Pre-commercial Procurement Contract by a guarantee of a bank or an insurance company excluding the case specified in the Clause 6 of the Contract.

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35. The intellectual property objects that are created or appear during or before the participation of the Tenderer in the pre-commercial procurement and/or provision of the R&D services, if they are used by the Tenderer in the pre-commercial procurement and/or in the provision of the R&D services, shall belong to the Tenderer.

36. The Tenderer must grant to the Contracting Authority the right of unlimited and free of charge use of the intellectual property objects developed in the pre-commercial procurement and modify, adapt and decompile them for own use in order to use the intellectual property objects for the purpose they were acquired and a non-exclusive right (e.g. license under market conditions) to third parties. The objects of the intellectual property belonging to the Tenderer which are not created during the pre-commercial procurement but are used by the Tenderer to perform the pre-commercial procurement shall be licensed to the Contracting Authority under fair, reasonable and non-discriminatory conditions.

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37. Where the Pre-commercial Procurement Results developed by the Tenderer in the pre-commercial procurement are inextricably connected to physical property (created prototype of the innovative product or the innovative product test batch), the Tenderer must transfer this property to the Contracting Authority.

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39. The Parties acknowledge that by concluding this Contract they express their willingness to be bound by the Contract.

40. The Contract is concluded and shall be performed and construed according to the laws of the Republic of Lithuania and shall be governed by the law of the Republic of Lithuania.

41. Any provision of the Contract which becomes or is declared fully or partially invalid shall not affect the validity of the remaining provisions of the Contract.

42. Where for the performance of the Contract the Tenderer involves the Sub-provider(s) who improperly fulfill(s) the obligations to the Tenderer and also when the Sub-provider(s) is (are) incapable of fulfilling the obligations to the Tenderer because of the instituted bankruptcy proceedings and/or a similar situation, the Tenderer may replace the Sub-provider(s) notifying the Contracting Authority in writing in accordance with the procedures set forth in the Contract stating the reasons for the replacement of the Sub-provider(s). In the event of the replacement of the Sub-provider(s), the Parties shall conclude an agreement on the replacement of the Sub-provider(s). This clause of the Contract shall apply where the Tenderer has indicated the intention to involve the Sub-provider(s) in the Tender.

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47. The Contract has been concluded in two copies of equal legal value in the Lithuanian language, each Party has received one copy.

48. The Technical Specifications (see Annex 2), Delivery and Acceptance of Deed of the Pre-commercial Procurement Result (see Annex 7) and the Form of the Tender (see Annex 3) constitute an inseparable parts of the Contract.

CONTRACTING AUTHORITY

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Commandant of General Jonas Žemaitis Military Academy of
Lithuania

Colonel Juozas KAČERGIUS

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L. S.

TENDERER

L. S.

**DELIVERY AND ACCEPTANCE OF DEED
OF THE RESULT OF THE STAGE [please specify the stage] OF THE PRE-COMMERCIAL PROCUREMENT
“DEVELOPMENT OF THE NATIONAL ECOSYSTEM FOR THE RECOGNITION AND ANALYSIS OF THE
INFORMATION EFFECT PHENOMENA (NAAS)”**

_____ 2020
Vilnius

General Jonas Žemaitis Military Academy of Lithuania, legal entity number: 211959040, registered office address: Šilo St 5A, Vilnius, the entity's data are collected and stored in the Register of Legal Entities, represented by Commandant Colonel Juozas KAČERGIUS, acting on the basis of the Statute of General Jonas Žemaitis Military Academy of Lithuania approved by the Resolution No. 896 of 10 August 1999 of the Government of the Republic of Lithuania, hereby **accepts**,

and

[*Name of the Tenderer*], identity number of the natural/legal person: [...], registered office address: [...], [*if the Tenderer is a legal person, please specify that the data about the entity are collected and stored in the in the Register of Legal Entities*], represented by [*position, full name*], acting on the basis of [*the document whereby the signing person is authorized to sign the contract*] (hereinafter referred to as the **Tenderer**), hereby **transfers**

the Result(s) of the Pre-commercial Procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* [please specify the result(s)], as provided for in the Contract No. [...] of [...] [...] 2020 of the Stage [...] of the Pre-commercial Procurement *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)* (hereinafter referred to as the **Contract**).

Performed activities of the [<i>please specify the stage of the pre-commercial procurement</i>]	Scope, Eur
In total:	

By this Deed, the Parties to the Contract hereby confirm that they have no claims to each other regarding the fulfillment of the obligations provided for in the Contract. This confirmation shall not apply to the cases when the pre-commercial procurement result(s) is (are) with defects which cannot be noticed during the delivery and acceptance of the result(s).

The Deed has been concluded in two copies, each Party to the Contract has received one copy.

CONTRACTING AUTHORITY

General Jonas Žemaitis Military Academy of Lithuania

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Commandant of General Jonas Žemaitis Military Academy of
Lithuania

Colonel Juozas KAČERGIUS

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