MINIMUM CONTRACT REQUIREMENTS

For EOL Support of Drupal 7

nr. \_CISLO\_SMLOUVY\_

on behalf of the tender MR55\_2024

Minimum contract requirements mean the minimum required standard of performance within the scope of legal requirements that must be met by the draft contract that the supplier submits as part of its bid in the tender procedure.

1. Subject of the Agreement

*The following requirement of Czech Radio must emerge from the text of the contract:*

* 1. This Agreement lays down the Provider’s obligation to provide the following service to the Client: **an EOL (end-of-life) support** of Drupal 7 regarding security, compatibility and regulations compliance support, consisting especially of:
* Drupal 7 core security updates;
* Drupal 7 core and contributed module security updates;
* Drupal 7 routine vulnerability scanning for all instances

(hereinafter the “**Services**”), under the terms and conditions stipulated below, and on the other part, the Client’s obligation to pay the agreed price for the Services to the Provider.

* 1. The Services as well as the terms and conditions of their provision are specified in detail in the annex hereto – “Addendum 1 – Technical Specification”.

1. Duration of the Agreement

*The following requirement of Czech Radio must emerge from the text of the contract:*

* 1. This Agreement is made for a period of 24 months starting on the day of its publishing in the Contracts and Agreements Register.

1. Price and Payment Terms

*The following requirement of Czech Radio must emerge from the text of the contract:*

* 1. The price for the provision of the Services is based on the tender made by the Provider, in the amount of [**CURRENCY AND AMOUNT TO BE SPECIFIED] excluding VAT** **per 1 month** of provision of the Services. The total price for the whole duration of the contract must not exceed 2.000.000 CZK.
  2. The prices specified in the preceding sentence are final and include all the costs incurred by the Provider in connection with the provision of the Services hereunder. The Client shall not make any advance payments. Where the Services are provided for a part of a month only, the price shall be adjusted proportionally.
  3. The payment of the price shall be made in [**CURRENCY TO BE SPECIFIED]** yearly, on the basis of a tax receipt (invoice) following the proper provision of the Services. The Provider is entitled to the payment of the price upon proper performance of its obligation, i.e. upon proper and full provision of the Services hereunder.
  4. The invoices shall be payable within 21 days from their delivery to the Client. The invoices must contain all the elements required by the applicable legal regulations. If an invoice does not contain all the required elements or contains inaccurate data, the Client may return the invoice to the Provider; the Provider shall issue a new invoice or correct the original one. During this period, the maturity period shall be stayed, and it shall continue to run upon the delivery of the new or corrected invoice.
  5. The performance hereunder shall be taxed based on the tax residence of its beneficiary, i.e. in the Czech Republic. VAT shall be reported and paid by Czech Radio.

1. Quality of Services

*The following requirement of Czech Radio must emerge from the text of the contract:*

* 1. The Provider represents that the Services will be provided without any factual or legal defects and will correspond to the specifications hereunder and comply with the applicable legal regulations. During the provision of the Services, the Provider is obliged to act in line with the applicable legal regulations.
  2. By executing this Agreement, the Provider becomes responsible for ensuring that the Services will be fit for their use during their provision, their quality will correspond to this Agreement and the features of the Services will comply with the specifications hereunder or will remain as is customary.
  3. The Provider shall remove any defects of the Services that may arise at any time during the provision of the Services free of charge and shall do so within 10 days from being notified by the Client. If the Provider defaults on the removal of the defect, the Client may remove the defects on its own at the cost of the Provider who hereby agrees to pay such cost to the Client without undue delay.

1. Penalties and Agreement Termination

*The following requirement of Czech Radio must emerge from the text of the contract:*

1. If the Provider defaults on the provision of the Services, it shall pay the Client a contractual penalty of 1% of the monthly price for Services for each and every started day in default. The contractual penalty does not prejudice the right of the Client to claim any possible damages in full amount based on the same legal title.
2. If the Provider defaults on removal of the defects of the Services, the Provider shall pay the Client a contractual penalty of 1% of the monthly price for Services for each and every started day in default. The contractual penalty does not prejudice the right of the Client to claim any possible damages in full amount based on the same legal title.
3. If the Client defaults on payment of the price for the Services, the Client shall pay the Provider a contractual penalty of 0.05% of the amount in arrears for each and every started day in default.
4. The Client may withdraw from this Agreement:
   * 1. in the event of the Provider’s default on providing the Services by more than 10 days;
     2. in the event of repeated breaches (two or more) of the Provider’s contractual obligations or in the event that the Provider provides the Services at variance with the Client’s instructions and fails to provide for a remedy even within an appropriate grace period provided by the Client.
5. The Client may terminate the Agreement without stating any reason; the notice period shall be 1 month from the delivery of the notice of termination to the Provider’s e-mail address: [TO BE SPECIFIED BY THE PROVIDER].
6. Final Provisions

*The following requirement of Czech Radio must emerge from the text of the contract:*

* 1. This Agreement is made and enters into force on the date of its execution by both Parties, and becomes effective on the day of its publishing in the Contracts and Agreements Register. The publishing in the Contracts and Agreements Register shall be secured by the Client.
  2. This Agreement may be modified only in writing by means of consecutively numbered amendments. Any other documents, such as minutes, records, handover certificates, etc. shall not be considered as modification of the Agreement.
  3. The rights and obligations of the Parties not provided for in this Agreement shall be governed by laws of the Czech Republic, especially by Act No. 89/2012 Sb., the Civil Code.
  4. This Agreement is executed in three original counterparts, two for the Client and one for the Provider.
  5. The Parties agree that any dispute arising between the Parties shall be heard by the court having local jurisdiction based on the registered office of the Client, in accordance with Section 89a of Act No. 99/1963 Sb., the Code of Civil Procedure.
  6. Attachment: Specification of the Services

|  |  |
| --- | --- |
| In Prague, on DD. MM. YYYY | In City, on DD. MM. YYYY |
| **René Zavoral, CEO** | **For the Provider** |

Addendum 1 – Technical Specification and Qualification Criteria

# Specification of required services, qualification criteria

## Business requirements

EOL support is required for a time period of 24 months.

Drupal 7 EOL final provider must be certified from Drupal Association in Extended Security Support Provider Program for Drupal 7.

Price limit for 12 months of provided services is set to 500 000 CZK.

Payment for provided services will be made on yearly basis.

## Technical requirements

Provision of Drupal 7 end-of-life (EOL) security, compatibility and regulations compliance support, consisting especially of:

* Drupal 7 core security updates
* Drupal 7 core and contributed module security updates
* Drupal 7 routine vulnerability scanning for all instances

EOL support mentioned above is considered as a commercially reasonable best efforts to provide support for Drupal 7 that meets the same level of support services provided during the LTS period by the Drupal Association.

Higher level of support through a 14-calendar day mitigation SLA for proven critical and highly-critical vulnerabilities is also required.

Security risk levels must be defined by the Drupal security risk calculator, provided by the Drupal Association: <https://www.drupal.org/drupal-security-team/security-risk-levels-defined>

Risk level categories and required SLA:

* Between 0 and 4 are considered Not Critical
  + Drupal 7 Core: 21 calendar day review and response
  + Drupal 7 Essentials: 21 calendar day review and response
* 5 to 9 is considered Less Critical
  + Drupal 7 Core: 21 calendar day review and response
  + Drupal 7 Essentials: 21 calendar day review and response
* 10 to 14 is considered Moderately Critical
  + Drupal 7 Core: 21 calendar day review and response
  + Drupal 7 Essentials: 21 calendar day review and response
* 15 to 19 is considered Critical
  + Drupal 7 Core: 24-hour response, 48-hour investigation, 14 calendar day mitigation
  + Drupal 7 Essentials: 24-hour response, 48-hour investigation and maintainer communication, 21 calendar day mitigation or advisory
* 20 to 25 is considered Highly Critical
  + Drupal 7 Core: 24-hour response, 48-hour investigation, 14 calendar day mitigation
  + Drupal 7 Essentials: 24-hour response, 48-hour investigation and maintainer communication, 14 calendar day mitigation or advisory

Update installation specification:

Instalation of updates through direct download, Composer, Drush or manually — no code changes or find-and-replace.

# Specifications of used Drupal instances in Czech Radio

* rozhlas.cz
* radio.cz

## Rozhlas.cz

### Developer specification

* number of developers: 2

### Technical specification

* Drupal core version: 7.98
* number of core modules: 21
* number of contributed modules: 151
* number of modified non-updatable contributed modules: 9
* number of custom modules: 114
* number of features: 240
* number of domains: 62

### Content specification

* user
  + 351 users
* node
  + 29 types
  + approximately 1 500 000 nodes
* file
  + 6 types
  + approximately 2 200 000 files
* taxonomy term
  + 34 types
  + approximately 150 000 terms
* block
  + 30 modules
  + approximately 170 000 blocks
* paragraphs
  + 45 bundles
  + approximately 1700 pagaragphs
* assets (custom construct, not entity, module rozhlas\_wysiwyg, wysiwyg\_assets)
  + 56 types
  + apprixmately 1 200 000 assets

## radio.cz

### Developer specification

* number of developers: 2

### Technical specification

* Drupal core version: 7.82
* number of core modules: 23

|  |  |  |
| --- | --- | --- |
| filename | name | status |
| modules/block/block.module | block | 1 |
| modules/contextual/contextual.module | contextual | 1 |
| modules/dblog/dblog.module | dblog | 1 |
| modules/field/field.module | field | 1 |
| modules/field/modules/field\_sql\_storage/field\_sql\_storage.module | field\_sql\_storage | 1 |
| modules/field/modules/list/list.module | list | 1 |
| modules/field/modules/number/number.module | number | 1 |
| modules/field/modules/options/options.module | options | 1 |
| modules/field/modules/text/text.module | text | 1 |
| modules/field\_ui/field\_ui.module | field\_ui | 1 |
| modules/file/file.module | file | 1 |
| modules/filter/filter.module | filter | 1 |
| modules/image/image.module | image | 1 |
| modules/locale/locale.module | locale | 1 |
| modules/menu/menu.module | menu | 1 |
| modules/node/node.module | node | 1 |
| modules/path/path.module | path | 1 |
| modules/syslog/syslog.module | syslog | 1 |
| modules/system/system.module | system | 1 |
| modules/taxonomy/taxonomy.module | taxonomy | 1 |
| modules/translation/translation.module | translation | 1 |
| modules/update/update.module | update | 1 |
| modules/user/user.module | user | 1 |

* number of contributed modules: 158
* number of modified non-updatable contributed modules: 2
* number of custom modules: 126
* number of features: 59
* number of domains: 7

|  |  |  |
| --- | --- | --- |
| domain\_id | subdomain | sitename |
| 1 | [cesky.radio.cz](http://cesky.radio.cz) | Radio Praha - CZ |
| 2 | [english.radio.cz](http://english.radio.cz) | Radio Prague - EN |
| 3 | [deutsch.radio.cz](http://deutsch.radio.cz) | Radio Prag - DE |
| 4 | [francais.radio.cz](http://francais.radio.cz) | Radio Prague - FR |
| 5 | [espanol.radio.cz](http://espanol.radio.cz) | Radio Praga - ES |
| 6 | [ruski.radio.cz](http://ruski.radio.cz) | Радио Прага - RU |
| 7 | [ukraina.radio.cz](http://ukraina.radio.cz) | Radio Prague - UA |

### Content specification

* user
  + 50 users
* node
  + 13 types
  + approximately 800 000 nodes

|  |  |
| --- | --- |
| type | count(`type`) |
| article | 298803 |
| event | 322 |
| newsletter | 9675 |
| page | 40 |
| photogallery | 7260 |
| profile | 1866 |
| serial | 62 |
| serialpart | 618 |
| service | 119 |
| short\_news | 477708 |
| show | 27 |
| timeline\_event | 1 |
| institution | 960 |

* file
  + 6 types
  + approximately 500 000 files

|  |  |
| --- | --- |
| type | count(`type`) |
| audio | 181579 |
| author\_consent | 1124 |
| document | 42448 |
| image | 318593 |
| undefined | 104 |
| video | 5699 |

* taxonomy term
  + 21 types
  + approximately 100 000 terms
* block
  + 21 modules
  + approximately 2 500 000 blocks
* paragraphs
  + 0
* assets (custom construct, not entity, module rozhlas\_wysiwyg, wysiwyg\_assets)
  + 14 types
  + apprixmately 550 000 assets