

**CONTRACT FOR THE "LISTENING LABORATORY" FUNCTION****(EVS CODEC CHARACTERISATION EXERCISE)****(LISTENING LABORATORY)**

between

**The European Telecommunications Standards Institute (ETSI)**

and

**Mesaqin s.r.o. (Ltd.)**

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**The European Telecommunications Standards Institute (ETSI)**

located at

650, Route des Lucioles

06921 Sophia Antipolis Cedex

France

which, for the purpose of signature of this contract, is represented by **Mr. L. J. Romero Saro**, Director-General of ETSI

on the one part,

and

**Mesaqin.com s.r.o. (Ltd.)**

located at

Za Strahovem 59

CZ 169 00 Praha 6

Czech Republic

Reg. number (IČ): 281 94 179

V.A.T. (DIČ): CZ 281 94 179

recorded in the Commercial Register of the Municipal Court in Prague, Section C, Enclosure 131973, hereinafter referred to as the "CONTRACTOR", which for the purpose of signature of this contract, is represented by

**Assoc. Prof. Ing. Jan Holub, Ph.D., MIET**

MESAQIN.com s.r.o. (Ltd.) Chief Executive

on the other part.

**Preamble:**

Considering that 3GPP TSG-SA WG4 has stated the need to perform the Listening Laboratory functions within the 3GPP Codec for Enhanced Voice Services Characterization exercise (3GPP EVS codec Characterization phase), defined hereunder as "the project",

Considering that the required scope of work and test plans defining basic requirements, methodology, test conditions and time-scale are hereunder referenced,

Considering that the 3 Companies play the role of so-called Listening Laboratories, i.e. DELTA, Dynastat Inc. and Mesaqin s.r.o. (Ltd.),

Considering that Ericsson and ORANGE play the role of so-called Host Lab and Cross-check Lab, respectively,

Considering that Dynastat Inc. (GAL) will be collecting raw data, assembling the results, and drafting the 3GPP part of the 3GPP Technical Report related to the EVS Codec Characterization phase of testing,

Considering that Mesaqin s.r.o. (Ltd.) plays the role of so-called

- Listening Laboratory (LL) for the 3GPP EVS codec Characterization phase

ETSI and the CONTRACTOR, hereby working as LL, agree on the following:

**1- Scope:**

The scope of this contract is the Listening Lab function by the LL Mesaqin s.r.o. (Ltd.) and the provision of raw data to the GAL for 7 different experiments (i.e. 2 ACR experiments and 5 DCR experiments conducted in various languages within the EVS Codec Characterization phase exercise). During the project, the CONTRACTOR will have the following responsibilities, from Annex D of TD S4-141131:

**Annex D: Obligations and Task for the Listening Laboratories**

**D.1 Requirements for the Listening Laboratories**

- Provide a listening environment that conforms to the requirements in [1] including:
  - Having a background noise level of less than NR-25.
  - Being able to produce Hoth noise at ear-level at each listener position with a level as specified in ITU-T Rec. P.800.
- For each listening test, use subjects that are native speakers of the tested language.
- Provide a person during the training session of each test that is able to answer questions from the subjects in their native language.
- Provide to SA4 the instructions for subjects in each of the languages to be tested by the LL for the Selection Testing

**D.2 Tasks for the Listening Laboratories**

- Delivery to the HL of the unprocessed speech and music/mixed content material for all tests to be conducted by the LL. Speech and music/mixed content shall conform to restrictions indicated in TD S4-141126.
- Obtain from the HL the processed test materials for all tests to be conducted by the LL
- Perform the listening tests in accordance with TD S4-141131 (Test plan)
- Delivery to the GAL of all raw voting data using the data delivery file provided by the GAL for all tests to be conducted by the LL
- Delivery of a LL report to the EVS Characterization Meeting which includes:
  - Confirmation that the LL testing environment conforms to the requirements of the Characterization test for all tests conducted by the LL
  - Provision of listening test instructions for subjects in each of the languages tested by the LL

- o Age and gender information for the set of subjects used in each listening test, and over all listening tests in each tested language tested by the LL.
- o Discussion of any problems encountered during testing and the solution used to address the problem.

This contract defines firm price, time-scales and conditions for carrying out this development.

**2- Detailed work description:**

The documents **TD S4-141126 (EVS-7c Processing functions for characterization phase)** and **TD S4-141131 (EVS-8c Characterization Phase Test Plan including lab task specification)** and further issues when available and agreed by correspondence by TSG- SA WG4 constitute integral part of this contract (they contain a thorough description of the work to be implemented by the CONTRACTOR). The changes to the documents supra will be approved by correspondence by TSG- SA WG4, and it is the responsibility of the CONTRACTOR to implement such changes. The latest approved version of the documents, which will be available to the CONTRACTOR on the 3GPP ftp site and will be notified to the CONTRACTOR through the 3GPP\_TSG\_SA\_WG4 mailing list, shall be automatically part of the present contract without the need for further amendment.

**3- Contract Deliverables and time-scales:**

For the execution of this contract, the LISTENING LABORATORY (i.e. the CONTRACTOR), the HOST LABORATORY, the CROSS-CHECK LABORATORY and the GLOBAL: ANALYSIS LABORATORY shall perform the following tasks, by the indicated dates (subject to the timely provision of the input described below):

Note: Detailed testing schedule is available in EVS Permanent Document EVS-8c:Characterization Phase Test Plan including lab task specification.

<b>Schedule of tasks for the EVS Codec Characterization Phase</b>		
Aug-2014	SA4#80-BIS (30-31 Aug 2014)	Approval of v.1.0 of Characterization Test and Processing Plans (EVS-8c) (EVS-7c) including tasks for all laboratories GAL tasks <b>Decision: contracting of appointed labs for characterization (conditional to the approval of EVS algorithm at TSG SA#65)</b>
Sep-2014	3 <sup>rd</sup> Week of Sep 2014	CuT executables and reference executables provided to HL Start of processing and cross checking of test materials cross-check between HL and CL <b>3GPP SA Meeting # 65 (15-17 Sept. 2014): approval of EVS specifications (ANSI-C source code bit-exact)</b> HL begins uploading the processed files to Sharefile facility on 17 September, HL completes all uploading by 21 September. <b>Contracts signed between ETSI and LLS/GAL on Sept. 18.</b> <b>LLs, GAL submit Invoices for Payment #1 (35% for each Lab)</b>
Sep-2014	4 <sup>th</sup> Week of Sep 2014	(Start of) Subjective Tests conducted by LLS
Oct-2014	20 October 2014	<b>Raw data delivered by the LLS to the GAL as they become available, deadline for delivery of all raw data : 20 October 2014</b> <b>Submission of characterization test results and verification results</b> , presentation and analysis, GAL report is available for SA4#81 meeting (sent over the SA4 reflector NLT 28 <sup>th</sup> October)

Nov 2014	SA4#81 (3-7 Nov 2014)	<p><b>Approval of HL, CL, LLs, and GAL reports</b></p> <p><b>Payment # 2 approved for LLs and GAL (65% for each Lab)</b></p> <p><u>Characterization / verification of EVS codec</u></p> <p>Finalization and agreement to send:</p> <p>EVS codec TR specification for approval to SA</p> <p>8<sup>th</sup> Nov 2014 <b>LLs, GAL submit Invoices for Payment #2</b></p>
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In case the necessary input listed above are not provided in time to the LL, the work plan will be revised in agreement between the CONTRACTOR and ETSI.

#### **4- Costs and Payment:**

The CONTRACTOR firm price for carrying out the work detailed in this contract is **86 200 €** (Eighty-six thousand and two hundred) **EUR** for the Listening Lab (processing) functions.

Two invoices will be submitted to ETSI after formal approval to proceed with the payment decided respectively:

- 1) at 3GPP TSG SA4#80-bis Plenary meeting (Helsinki, Finland, 30-31 August 2014) for the first invoice, to be issued after the signature of this contract (foreseen to take place after the formal approval of the EVS specifications at 3GPP TSG SA#65, i.e. by Thursday 18<sup>th</sup> September 2014), and
- 2) at 3GPP TSG SA4#81 Plenary meeting Tenerife, Santa Cruz, Spain 3-7 November 2014) for the final invoice.

The first and the final invoices will be in the amount of **30 170 €** (Thirty thousand one-hundred and seventy) EUR, and **56 030 €** (Fifty-six thousand and thirty) EUR respectively. Electronic copies are acceptable and should be emailed to [stflink@etsi.org](mailto:stflink@etsi.org) for payment.

The payment will be made by ETSI to the CONTRACTOR (in **EUR**) - to the account **No. 1002237997 / 2700**, held in the name of **MESAQIN.com**, s.r.o. with **the UniCredit Bank Czech Republic a.s.**, office Dejvická 30, Praha 6, SWIFT: **BACX CZ PP**, IBAN: **CZ83 2700 0000 0010 0223 7997**, within thirty (30) days of invoice receipt and on condition that the payments have been accepted by 3GPP TSG SA4#80-bis Plenary meeting (Helsinki, Finland, 30-31 August 2014, conditionally to the formal approval of the EVS specifications at 3GPP TSG SA#65) for the first invoice, and at 3GPP TSG SA4#81 Plenary meeting (Tenerife, Santa Cruz, Spain 3-7 November 2014) for the final invoice, respectively.

The final payment will take place after the 3GPP TSG SA4#81 Plenary (Tenerife, Santa Cruz, Spain 3-7 November 2014).

#### **5- Intellectual Property Rights:**

Upon request of the CONTRACTOR, ETSI will affix a copyright mention provided by the CONTRACTOR in any publication including the work produced under this Contract.

It is hereby agreed that nothing in this contract shall be deemed to, or require the CONTRACTOR to transfer, assign or license any of the CONTRACTOR's IPR to ETSI.

#### **6- Confidentiality:**

The CONTRACTOR undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention during the performance of the contract, or any result arising from the work specified in the contract which is not available publicly or intended to become available publicly.

No oral disclosures shall be considered confidential under this agreement.

**7- Correspondence Liaison:**

Invoices, administrative and financial correspondence shall be addressed to STF Link ([stflink@etsi.org](mailto:stflink@etsi.org)).

ETSI is authorised to call upon experts and will nominate a responsible person from inside and outside ETSI in the evaluation of the progress and of the deliverables.

The CONTRACTOR is authorised to call upon experts from outside for the performance of his work, provided that the provisions of the present contract apply mutatis mutandis to the subcontractor.

The level of detail of technical progress monitoring will be agreed between the CONTRACTOR and the ETSI Mobile Competence Centre in the course of the project. All information necessary to assess the status of work must be provided to ETSI or the responsible person nominated by ETSI within two days written notice to the CONTRACTOR. Disputes regarding definition of information necessary to assess the status of work shall be mutually resolved by the respective experts of ETSI and of the CONTRACTOR.

**8- Entry into force:**

The present contract shall enter into force at the date of the signature by both the CONTRACTOR and ETSI.

**9- Liability of the contracting Parties:**

Neither the CONTRACTOR nor its officers, directors or employees shall have any liability to ETSI or to ETSI's employees or representatives for any loss, damage or claim of any kind or character arising from or in any way connected with any act or omission on the part of ETSI under this contract.

Neither ETSI nor its officers, directors or employees shall have any liability to the CONTRACTOR or to the CONTRACTOR's employees or representatives for any loss, damage or claim of any kind or character arising from or in any way connected with any act or omission on the part of the CONTRACTOR or its staff during the performance of the contract.

**10- Amendments or additions to the contract:**

The provisions of this contract may be amended or supplemented only by means of a supplementary agreement signed by each of the PARTIES or their authorised representatives.

Notwithstanding the foregoing, the technical annex as described in article 2, which is permanently made available on the 3GPP ftp server and any subsequent versions of the document are automatically part of the present contract without the need for further amendment.

**11- Termination of the contract:**

- a) Either contracting party may, of its own volition, terminate this contract by giving formal notice **ONE (1)** month in advance.
- b) In the event of a serious breach of any of the conditions of this contract by the CONTRACTOR, ETSI will inform the CONTRACTOR of the reasons for this breach by registered letter, and if the breach is not cured within thirty (30) days of registered letter receipt, the contract shall be terminated without further formal notice. For the purpose of the paragraph, a serious breach is defined as CONTRACTOR's wilful failure to perform the duties described herein.
- c) In the event of termination of this contract, any partial payment shall be at the discretion of the ETSI Director General.

**12- Applicable law:**

The law applicable to this contract shall be French law.

**13- Jurisdiction:**

In the event that a mutual agreement proves impossible between the PARTIES, the French Courts shall have exclusive jurisdiction to determine any dispute arising between the contracting PARTIES in the performance of this contract. Venue: Grasse, Alpes Maritimes, France.

**14- Administrative provisions:**

The following persons are empowered to supervise the performance of this contract:

The following persons are empowered to supervise the performance of this contract:

For ETSI: **Luis Jorge Romero Saro**

For the CONTRACTOR: **Jan Holub**

All correspondence concerning the fulfilment of this contract shall be addressed as follows:

For ETSI: **Luis Jorge Romero Saro**  
**Director-General**  
ETSI  
Route des Lucioles  
06921 Sophia Antipolis Cedex  
France

For the CONTRACTOR: **Jan Holub**  
**Chief Executive**  
Mesaqin.com s.r.o. (Ltd.)  
Za Strahovem 59  
CZ 169 00 Praha 6  
Czech Republic

Two originals produced in the English language.

For the **CONTRACTOR**

**Jan Holub**  
Chief Executive

**Date:**

For **ETSI**



**Luis Jorge Romero Saro**  
Director-General

**Date:**

**1 8 SEP. 2014**