

Договорът е сключен след провеждане на преговори по реда на чл. 101 д, ал. 2 от ЗОП.



БЪЛГАРСКА  
НАРОДНА БАНКА

77403-117359/30.12.16.  
гр. пл. „Княз Александър I“ №1

## ДОГОВОР

## CONTRACT

Today, Dec 29, 2015, in the city of Sofia, this contract was entered into by:

Днес Dec 29, 2015, в гр. София, се сключи настоящият договор между:

The **BULGARIAN NATIONAL BANK**, with its seat and registered address at 1, "Knyaz Alexander I" Square, Sofia 1000, Bulgaria, represented by Snezhanka Deyanova, BNB Secretary General and Temenouzhka Tsvetkova, BNB Chief Accountant, hereinafter referred to as The **CONTRACTING PARTY**, on the one side,

**БЪЛГАРСКА НАРОДНА БАНКА**, със седалище и адрес на управление: 1000 София, пл. "Княз Александър I" №1, ЕИК № 000694037, представлявана от Снежанка Деянова - Главен секретар и Теменужка Цветкова - Главен счетоводител, наричана по-нататък в договора за краткост **ВЪЗЛОЖИТЕЛ**, от една страна,

and

и

**Gartner Ireland Limited** with its seat and registered address at Level 4, 80 Harcourt Street, Dublin 2, Ireland, represented by Stephen Prior, Director, hereinafter referred to as the **CONTRACTOR**, on the other.

**Гартнер Ирландия лимитед** със седалище и адрес на управление: ниво 4, ул. Харкорт № 80, Дъблин 2, Ирландия, представлявано от Stephen Prior, Director наричано в договора за краткост **ИЗПЪЛНИТЕЛ**, от друга страна,

Pursuant to Art. 14, para 4 of the Public Procurement Act (PCA) and Protocol for evaluation of offers and selection of Contractor, approved by General Secretary of BNB, this Contract was entered into for the following:

на основание чл. 14, ал. 4 от Закона за обществените поръчки (ЗОП) и протокол за класиране на участниците и определяне на изпълнител на поръчката на Главния секретар на БНБ се сключи настоящият договор за следното:

### I. SUBJECT OF THE CONTRACT

### I. ПРЕДМЕТ НА ДОГОВОРА

Art. 1. The **CONTRACTING PARTY** contracts and the **CONTRACTOR** undertakes to provide subscription for the following:

Чл. 1. **ВЪЗЛОЖИТЕЛЯТ** възлага, а **ИЗПЪЛНИТЕЛЯТ** се задължава да предостави абонамент за

Service Name	Level of Access	Number of Users
IT Leaders	Reference	1

Наименование на услугата	Ниво на достъп	Брой потребители
IT Leaders	Reference	1

### II. TERM

### II. СРОК

Art. 2. Services provided by this contract have 1 (one) year term, starting from 1<sup>st</sup> of January 2016.

Чл. 2. Услугите, предоставени по този договор са за срок от една година, считано от 1 януари 2016 година

### III. PRICES AND MANNER OF PAYMENT

### III. ЦЕНИ И НАЧИН НА ПЛАЩАНЕ

Art. 3. (1) The price is 24,700.00 (twenty four thousand and seven hundred) €, VAT excluding. The price is based on the **CONTRACTOR**'s Offer, with included all **CONTRACTOR**'s expenses to provide the services.

Чл. 3. (1) Цената за абонамента е в размер на 24,700.00 (двадесет и четири хиляди и седемстотин) евро без ДДС. Цената е посочена в офертата на **ИЗПЪЛНИТЕЛЯ**, като в нея са включени и всички разходи на **ИЗПЪЛНИТЕЛЯ** по изпълнението на услугите.

(2) The payment shall be effected by the **CONTRACTING PARTY** by a bank transfer order to the **CONTRACTOR**'s bank account within 5 (five) calendar days from the contract start date and the submission of an invoice by the **CONTRACTOR**.

(2) Плащането ще се извършва от **ВЪЗЛОЖИТЕЛЯ** с преводно нареждане по банковата сметка на **ИЗПЪЛНИТЕЛЯ** в срок до 5 (пет) календарни дни от сключването на договора и представяне на фактура от страна на **ИЗПЪЛНИТЕЛЯ**.


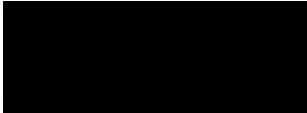



Заличаванията в този договор и приложенията към него са извършени на основание чл. 2, ал. 1 от Закона за защита на личните данни.

(3) All payments are made to the following bank account of the <b>CONTRACTOR</b> :	(3) Всички плащания ще се извършват по следната банкова сметка на <b>ИЗПЪЛНИТЕЛЯ</b> :
<b>IBAN: IE68CHAS93090379007703</b> <b>SWIFT code: CHASIE2X</b> <b>bank: JPMorgan Chase Bank</b> <b>city/branch/office:</b> <b>Level 4, 80 Harcourt Street, Dublin 2,</b> <b>Republic of Ireland</b>	<b>IBAN: IE68CHAS93090379007703</b> <b>БИК: CHASIE2X</b> <b>Банка: JPMorgan Chase Bank</b> <b>град/клон/офис:</b> <b>Level 4, 80 Harcourt Street, Dublin 2,</b> <b>Republic of Ireland</b>
<b>IV. CONTRACTOR'S RIGHTS AND OBLIGATIONS</b>	<b>IV. ПРАВА И ЗАДЪЛЖЕНИЯ НА ИЗПЪЛНИТЕЛЯ</b>
<b>Art. 4. (1)</b> The <b>CONTRACTOR</b> undertakes to organize service delivery, subject of this Contract within the time and under the conditions hereunder and in accordance with Service Description, attachment to this Agreement.	<b>Чл. 4. (1)</b> <b>ИЗПЪЛНИТЕЛЯТ</b> се задължава да организира предоставянето на услугите, предмет на настоящия договор, в срока и при условията на настоящия договор и съгласно Описание на услугата, приложение към настоящия договор
<b>(2)</b> The <b>CONTRACTOR</b> undertakes to deliver the materials and/or services subject of this Contract to the address of the <b>CONTRACTING PARTY</b> – Bulgaria, Sofia 1000, 1, "Alexander I" square or electronically by an e-mail to the address of the contact person indicated by The <b>CONTRACTING PARTY</b> .	<b>(2)</b> <b>ИЗПЪЛНИТЕЛЯТ</b> се задължава да доставя всякакви материали или услуги, предмет на настоящия договор на адреса на <b>ВЪЗЛОЖИТЕЛЯ</b> – България, гр. София 1000, пл. "Княз Александър I" № 1, или по електронен път чрез електронна поща на адреса на лицето за контакт посочено от <b>ВЪЗЛОЖИТЕЛЯ</b> .
<b>(3)</b> The <b>CONTRACTOR</b> undertakes to provide username and password to access the service within 7 (seven) days after contract is signed.	<b>(3)</b> <b>ИЗПЪЛНИТЕЛЯТ</b> се задължава да предостави потребителско име и парола за достъп до услугите до 7 (седем) дни след подписването на договора.
<b>(4)</b> The <b>CONTRACTOR</b> undertakes to provide the required documentation regarding the services on material media or electronically.	<b>(4)</b> <b>ИЗПЪЛНИТЕЛЯТ</b> се задължава да предостави необходимата документация за услугите на материален носител или по електронен път.
<b>(5)</b> The <b>CONTRACTOR</b> guarantees that the <b>CONTRACTING PARTY</b> shall receive services under Art. 1 for a period of 1 (one) year starting from the date of provisioning the user account to the named user.	<b>(5)</b> <b>ИЗПЪЛНИТЕЛЯТ</b> гарантира, че <b>ВЪЗЛОЖИТЕЛЯ</b> ще получава услугите чл. 1, за срок от 1 (една) година, считано от датата на предоставянето на достъпа на именувания потребител.
<b>Art. 5.</b> The <b>CONTRACTOR</b> undertakes to observe the rules for access to the BNB buildings in compliance with the access and work hours regime in the building as provided for in the Bank's internal rules.	<b>Чл. 5.</b> <b>ИЗПЪЛНИТЕЛЯТ</b> се задължава да спазва правилата за достъп до сградите на БНБ при спазване на пропускателния режим и работното време в сградата съгласно вътрешните правила на банката.
<b>V. CONTRACTING PARTY'S RIGHTS AND OBLIGATIONS</b>	<b>V. ПРАВА И ЗАДЪЛЖЕНИЯ НА ВЪЗЛОЖИТЕЛЯ</b>
<b>Art. 6. (1)</b> The <b>CONTRACTING PARTY</b> undertakes to pay the price under Art. 2, para. 1 hereof within the time and under the conditions of this Contract.	<b>Чл. 6. (1)</b> <b>ВЪЗЛОЖИТЕЛЯТ</b> се задължава да заплати цената по чл. 2, ал. 1 от настоящия договор в срока и при условията на договора.
<b>(2)</b> The <b>CONTRACTING PARTY</b> undertakes to render all the necessary assistance to the <b>CONTRACTOR</b> for the performance of his obligations hereunder.	<b>(2)</b> <b>ВЪЗЛОЖИТЕЛЯТ</b> се задължава да оказва съдействие на <b>ИЗПЪЛНИТЕЛЯ</b> за изпълнение на задълженията му по договора.
<b>(3)</b> The <b>CONTRACTING PARTY</b> undertake to appoint representative (" <u>Licensed User</u> ") for which <b>CONTRACTOR</b> shall provide the username and password to access the services.	<b>(3)</b> <b>ВЪЗЛОЖИТЕЛЯТ</b> се задължава да посочи свой представител, наречен „Лицензиран потребител“ за когото <b>ИЗПЪЛНИТЕЛЯ</b> да предостави потребителско име и парола за достъп до услугите.
<b>(4)</b> The <b>CONTRACTING PARTY</b> shall have the right to make inspections with regard to the fulfilment of this Contract.	<b>(4)</b> <b>ВЪЗЛОЖИТЕЛЯТ</b> има право да прави проверка, относно изпълнението на договора.

(5) Only the individuals named " <b>Licensed User</b> " may access the Services.	(5) <b>ВЪЗЛОЖИТЕЛЯТ</b> приема, че само посочения <b>Лицензиран потребител</b> може да достъпва услугите.
(6) Licensed User will be issued a unique password, which may not be shared.	(6) На <b>Лицензирания потребител</b> ще му бъде генерирана уникална парола, която не може да се споделя.
(7) The <b>CONTRACTING PARTY</b> agrees to review and comply with the <i>Usage Guidelines for Gartner Services</i> ('Guidelines'). These Guidelines are accessible to all Licensed User via 'Policies' section of <a href="http://www.gartner.com">www.gartner.com</a> . Among other things, these Guidelines describe how Bulgarian National Bank may substitute Licensed Users, excerpt from and/or share Gartner research documents within the bank and organisation, and quote or excerpt from the Services externally.	(7) <b>ВЪЗЛОЖИТЕЛЯТ</b> е съгласен да проучи документа <i>Usage Guidelines for Gartner Services</i> ('Guidelines') - „Ръководство за използване на услугите на Gartner“ и да го спазва. Ръководството е достъпно за всички потребители на уебстраница на Gartner <a href="http://www.gartner.com">www.gartner.com</a> в раздел „Правила“ (Policies). Ръководство за използване на услугите на "Gartner" определя и как Българска народна банка (банката) може да променя лицензирани потребители, да използва споделя в цялост и на части проучванията на Gartner в банката, както и по какъв начин може да бъде цитирана или извличана информация от услугите за употреба извън банката.
(8) <b>CONTRACTING PARTY</b> agrees to review and comply with the terms and general conditions for the service, subject of this contract	(8) <b>ВЪЗЛОЖИТЕЛЯТ</b> приема, че ще се запознае и ще спазва условията за ползване на услугата, предмет на договора.
<b>VI. INTELLECTUAL RIGHTS</b>	<b>VI. АВТОРСКИ ПРАВА</b>
<b>Art. 7. (1)</b> <b>CONTRACTOR</b> shall notify who is the owner of the author's rights for the content accessible via service.	<b>Чл. 7. (1)</b> <b>ИЗПЪЛНИТЕЛЯТ</b> трябва да посочи кой е носителя на авторските права за съдържанието достъпно чрез услугата.
<b>VII. PENALTIES</b>	<b>VII. НЕУСТОЙКИ</b>
<b>Art. 8.</b> If the <b>CONTRACTOR</b> provides the ID with delay or the Services are not continuously available, with the exception of any scheduled maintenance, the proportionate part of the price under this Agreement shall be reimbursed to the <b>CONTRACTING PARTY</b> .	<b>Чл. 8.</b> При забавяне на доставяне на кода за идентификация или ако услугата не работи, с изключение на планираната поддръжка, тогава <b>ИЗПЪЛНИТЕЛЯТ</b> плаща на <b>ВЪЗЛОЖИТЕЛЯ</b> неустойка в размер, пропорционален на цената по настоящия договор.
<b>VIII. TERMINATION OF CONTRACT</b>	<b>VIII. ПРЕКРАТЯВАНЕ НА ДОГОВОРА</b>
<b>Art. 12. (1)</b> The Contract may be terminated by mutual agreement between the parties stated in writing.	<b>Чл. 12.</b> Договорът може да бъде прекратен по взаимно съгласие между страните, изразено в писмена форма.
(2) In case of culpable default on the obligations by one of the parties, the Contract may be terminated by the non-defaulting party by a 20- (twenty) day written notification to the defaulting party.	(2) При виновно неизпълнение на задължение на една от страните, договорът може да бъде прекратен от изправната страна с 20 (двадесет) дnevно писмено предизвестие до неизправната страна.
<b>IX. DISCLAIMER OF ALL OTHER WARRANTIES</b>	<b>IX. ОТКАЗ ОТ ВСИЧКИ ДРУГИ ГАРАНЦИИ</b>
<b>Art.13.</b> The Services are provided on an "as is" basis, and Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information.	<b>Чл.13.</b> Услугите се предоставят на база „такива, каквито са“, като Gartner изрично се отказва от всички гаранции, изрични или косвени, законни или други, включително, без ограничение до всички косвени гаранции за търговска приложимост или пригодност за дадена конкретна цел, и гаранции по отношение на прецизността, целостта или адекватността на информацията.



X. FINAL PROVISIONS	X. ЗАКЛЮЧИТЕЛНИ РАЗПОРЕДБИ
<b>Art. 14.</b> Where a default under this Contract is due to a Force Majeure, the fulfilment of the obligations hereunder by each of the parties shall stop for the length of the Force Majeure.	<b>Чл. 14.</b> Когато неизпълнението на този договор се дължи на възникването на непреодолима сила, изпълнението на задълженията по него на всяка от страните се спира за времето на действие на непреодолимата сила.
<b>Art. 15.</b> A Force Majeure shall be an unforeseeable or unpreventable event of extraordinary nature, such as fire, flood or another natural calamity, as well as strike, sabotage, riots, civil unrest, state of war, embargo, etc. occurring after entering into this Contract.	<b>Чл. 15.</b> Непреодолима сила е непредвидено или непредотвратимо събитие от извънреден характер като пожар, наводнение или друго природно бедствие, както и стачки, саботаж, бунтове, граждански вълнения, състояние на война, ембарго и др., възникнало след подписването на настоящия договор.
<b>Art. 16.</b> The party that fails to perform its obligations hereunder due to a Force Majeure, shall not be held liable. The same shall be obliged to notify the other party in writing within 7 (seven) business days about the occurrence of such a circumstance and for any possible consequences thereof for the performance of this Contract. Failing to make any notification, the party shall owe an indemnity for the damages thus incurred.	<b>Чл. 16.</b> Страната, която не може да изпълни задълженията си по този договор поради непреодолима сила, не носи отговорност. Същата е длъжна в срок до 7 (седем) работни дни писмено да извести другата страна за възникването на това обстоятелство и за евентуалните последици от него за изпълнението на настоящия договор. В случай, че не изпрати никакво известие, страната дължи обезщетение за щетите от това.
<b>Art. 17.</b> The <b>CONTRACTING PARTY</b> and the <b>CONTRACTOR</b> shall designate their officers who should monitor the performance of their obligations hereunder, keep the correspondence, and undersign the respective documents provided for under the Contract, as follows:  For the <b>CONTRACTING PARTY</b> : Snejana Kojouharova Head of Division Information systems Directorate phone: +359 2 9145 1250 e-mail: <a href="mailto:Kojouharova.S@bnbank.org">Kojouharova.S@bnbank.org</a> ;  For the <b>CONTRACTOR</b> : Name: Stephen Prior Gartner Ireland Ltd. Position: Director Department: Legal phone: +441784431611 e-mail: <a href="mailto:rita.gemesi@gartner.com">rita.gemesi@gartner.com</a>	<b>Чл. 17. (1) ВЪЗЛОЖИТЕЛЯТ и ИЗПЪЛНИТЕЛЯТ</b> определят следните свои служители, които да следят за изпълнение на задълженията по настоящия договор, да осъществяват кореспонденцията и да подписват предвидените в договора документи.: <b>За ВЪЗЛОЖИТЕЛЯ:</b> Снежана Кожухарова Началник отдел Дирекция „Информационни системи“ тел.: +359 2 9145 1250, e-mail: <a href="mailto:Kojouharova.S@bnbank.org">Kojouharova.S@bnbank.org</a> ; който ще бъде и посочения в чл. 4 наименуван потребител на услугата. <b>За ИЗПЪЛНИТЕЛЯ:</b> име Stephen Prior Gartner Ireland Ltd. длъжност Director Дирекция Legal тел.: +441784431611 e-mail: <a href="mailto:rita.gemesi@gartner.com">rita.gemesi@gartner.com</a>
<b>(2)</b> The appointed in para. 1 employee by the <b>CONTRACTING PARTY</b> will be the Licensed User by means of Art.6, para. 3	<b>(2)</b> Посочения в ал. 1 служител от страна на <b>ВЪЗЛОЖИТЕЛЯ</b> ще бъде лицензиран потребител по смисъла на чл. 6, ал. 3
<b>Art. 18. (1)</b> For the purposes of this Contract, the notification of the <b>CONTRACTOR</b> shall be done by fax to the following fax number: +441784488980; e-mail to <a href="mailto:rita.gemesi@gartner.com">rita.gemesi@gartner.com</a> ; or by a registered letter to the following address: Thamesia, The Glanty, Egham, Surrey, TW20 9AW	<b>Чл. 18. (1)</b> За целите на настоящия договор уведомяването на <b>ИЗПЪЛНИТЕЛЯ</b> се извършва писмено по факс: +441784488980; ел. поща: <a href="mailto:rita.gemesi@gartner.com">rita.gemesi@gartner.com</a> ; или с препоръчано писмо на адрес: Thamesia, The Glanty, Egham, Surrey, TW20 9AW
<b>(2)</b> Notification of the <b>CONTRACTING PARTY</b> shall be done by fax to the following fax number: +359 2 980 2425; e-mail to <a href="mailto:Kojouharova.S@bnbank.org">Kojouharova.S@bnbank.org</a> ; or by a registered letter to the following address: 1, “Knyaz Alexander I” Square, Sofia 1000, Bulgaria.	<b>(2)</b> Уведомяването на <b>ВЪЗЛОЖИТЕЛЯ</b> се извършва писмено по факс: +359 2 980 2425; ел. поща: <a href="mailto:Kojouharova.S@bnbank.org">Kojouharova.S@bnbank.org</a> ; или с препоръчано писмо на адрес: пл. Княз Александър I, № 1, София 1000, България.

<p><b>Art. 19.</b> The parties shall resolve any disputes that could arise in relation to the interpretation and performance of this Contract by negotiations for coming to an agreement, and failing to do so, the dispute shall be referred for resolution to the competent Bulgarian court under the Civil Procedure Code.</p>	<p><b>Чл. 19.</b> Всички спорове, които биха възникнали във връзка с тълкуването или изпълнението на настоящия договор, ще се решават от страните чрез преговори за постигане на споразумение, а когато това се окаже невъзможно, спорът ще се отнася за разрешаване пред компетентния български съд по реда на ГПК.</p>
<p><b>Art. 20.</b> The provisions of the effective Bulgarian legislation shall apply to any issues not provided for under this Contract.</p>	<p><b>Чл. 20.</b> За неуредените в този договор въпроси се прилагат разпоредбите на действащото българско законодателство.</p>
<p><b>Art. 21.</b> Any data, information and facts relating to entering into and performance of this Contract shall be treated by the parties as confidential information.</p>	<p><b>Чл. 21.</b> Всички данни, сведения и факти, свързани със сключването и изпълнението на този договор, ще се третира от страните като поверителна информация.</p>
<p>This Contract was prepared and signed in two uniform copies, one for each of the parties.</p> <p>The <b>CONTRACTOR's</b> Offer shall be an integral part of this Contract.</p>	<p>Настоящият договор се състави и подписа в два еднообразни екземпляра, по един за всяка от страните.</p> <p>Неразделна част от този договор е Офертата на <b>ИЗПЪЛНИТЕЛЯ</b>.</p>
<p style="text-align: center;"><b>FOR THE CONTRACTOR: ЗА ИЗПЪЛНИТЕЛЯ:</b></p>	<p style="text-align: center;"><b>FOR THE CONTRACTING PARTY: ЗА ВЪЗЛОЖИТЕЛЯ:</b></p>
<p style="text-align: center;">Gartner Ireland Limited Гартнер Ирландия лимитед</p>	<p style="text-align: center;">BULGARIAN NATIONAL BANK БЪЛГАРСКА НАРОДНА БАНКА</p>
<p>STEPHEN PRIOR, DIRECTOR</p> 	 <p>СНЕЖАНКА ДЕЯНОВА ГЛАВЕН СЕКРЕТАР</p> 
	 <p>ТЕМЕНУЖКА ЦВЕТКОВА ГЛАВЕН СЧЕТОВОДИТЕЛ</p>

**SERVICE DESCRIPTION**  
**Attachment to the Service Agreement**  
**GARTNER FOR IT LEADERS REFERENCE**

Gartner for IT Leaders Reference (the “Service”) provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles.

**DELIVERABLES**

Each user designated by Client (“Licensed User”) receives the following Deliverables:

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking

**ADDITIONAL TERMS & CONDITIONS**

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of [gartner.com](http://gartner.com).

## ОПИСАНИЕ НА УСЛУГАТА

### Приложение към Договора за предоставяне на услугата Гартнър за ИТ лидери, ниво на достъп: Reference

Гартнър за ИТ лидери, ниво на достъп: Reference („Услугата“) предоставя достъп на клиентите до изследвания и съвети за информационни технологии и функционалните отговорности на конкретни ИТ роли.

### РЕЗУЛТАТИ

Всеки един потребител, посочен от Клиента („Лицензиран потребител“) получава следните Резултати:

- ИТ проучвания – основни
- ИТ проучване – специфично за ролята
- Данни за ключови ИТ измерители
- Диагностични инструменти, образци и практически случаи за приложение
- Избрани доклади на производители
- Ежеседмичен подбор на новини и анализи
- Уебинари с аналитици на Gartner
- Мрежа за общуване с други участници

### ДОПЪЛНИТЕЛНИ УСЛОВИЯ

Освен ако не е предвидено друго по-горе, използването на тази Услуга се става съгласно Ръководство за използване на услугите на Gartner, които са достъпни в Раздел „Политики“ на уебсайта: [gartner.com](http://gartner.com)



# Usage Guidelines for Gartner Services

Updated  
10 March 2015

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These **Guidelines** are intended to address the following areas:

- Research Documents for Internal Use (within your company)
- Research Documents for External Use (outside your company)
- Analyst Inquiry
- Usernames & Passwords

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**Monitoring of Usage:** Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that our Services are being used outside of these Usage Guidelines, we may contact your organization and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement.

In the event of non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety.

If you wish to view the practical scenarios, you may do so at [Usage Guidelines for Gartner Services](#). Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact [usage.guidance@gartner.com](mailto:usage.guidance@gartner.com).

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While you may print one hard copy of a Gartner Research document for your personal use in your job role, as a general rule Gartner Research documents cannot be shared:

- With individual non-Users; or
- Via email, intranet posting, or other information storage & retrieval systems.

If your job role requires you to share Gartner Research internally with your colleagues, you may:

- Briefly summarize\* the Gartner Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source).
- Include small excerpt\* of Gartner Research (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).

\*NOTE: This is an acceptable use so long as it is:

- not done on a systematic or routine basis (e.g., by a Licensed User who consistently distributes a periodic summary or excerpt of Gartner Research or who leverages a company business process that allows non-Users to routinely approach the Licensed User to meet their Gartner Research needs);
- limited to an internal audience only of no more than 15 people; and
- not done with the intent or effect of avoiding the purchase of additional User licenses.

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- Excerpt or reference with prior written approval from [quote.requests@gartner.com](mailto:quote.requests@gartner.com) and in compliance with the Gartner Copyright & Quote Policy.
- Purchase a Reprint License for External Use. [Click here](#) for more information on Reprint Licenses.

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# Usage Guidelines for Gartner Services

## Analyst Inquiry Usage Guidelines

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You may use our Analyst Inquiry Calls (or Written Responses, where approved) to discuss:

- Company related issues
- Interpretation of Gartner Research
- Document reviews such as basic technology reviews of business-related documents (up to 20 pages)

NOTE: Non-Users, inside or outside the Client company, may not participate on Inquiry Calls or receive copies of Written Responses. For the avoidance of doubt, "participate" in this context means Non-Users:

- May not physically attend a session
- May not listen in to an Analyst Inquiry session

Analyst Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased. For additional guidance on your service-specific entitlements, please consult your account representative.

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# Usage Guidelines for Gartner Services

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There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- If you permanently leave your company.

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Executive for an appropriate solution.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Usage Guidelines and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per guidelines referenced above.

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- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
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