



## **Delivery Agreement**

**For the delivery of  
Work Plan Task  
“CESSDA Widening Activities 2019”**

This agreement is made by and between:

- (1) **CESSDA ERIC**, a European Research Infrastructure Consortium established by Commission Implementing Decision (EU) 2017/995 of 9 June 2017, having its headquarter and statutory seat in Bergen, Norway (Hereinafter “**CESSDA**”), and
- (2) **The Institute of Sociology of the Czech Academy of Sciences, public research institution (IS CAS), housing the Czech Social Science Data Archive (ČSDA)**, incorporated under the laws of the Czech Republic whose registered office is at Jilská 1, 110 00 Praha 1, Prague, Czech Republic (hereinafter “**Lead Service Provider**”).
- (3) **FORS Swiss Centre of Expertise in the Social Sciences**, incorporated under the laws of Switzerland whose registered office is at Bâtiment Géopolis, 5th floor Reception desk – room 5614, CH-1015 Lausanne (hereinafter “**Delivery Partner**”).
- (4) **The Tárki Foundation, Data Archive Tárki Data Archive – TÁRKI**, incorporated under the laws of Hungary, whose registered office is at 1112 Budapest, Budaörsi út 45, Hungary (hereinafter “**Delivery Partner**”).
- (5) **University of Ljubljana, Faculty of Social Sciences, Social Science Data Archive - ADP**, incorporated under the laws of Slovenia, whose registered office is at Kardeljeva ploščad 5, 1000 Ljubljana, Slovenia (hereinafter “**Delivery Partner**”).
- (6) **University of Gothenburg, Swedish National Data Service - SND**, incorporated under the laws of Sweden, whose registered office is at Swedish National Data Service (SND), Medicinargatan 18A, 4th Floor, 413 90 Gothenburg, Sweden (hereinafter “**Delivery Partner**”).

Hereinafter collectively referred to as the “Parties” and individually as “Party”.

## **1. Background**

CESSDA (the Consortium of European Social Science Data Archives) provides large-scale, integrated and sustainable data services to the social sciences. It brings together social science data archives across Europe, with the aim of promoting the results of social science research and supporting national and international research and cooperation.

CESSDA is composed of 17 member-countries and one observer-country. Several European countries are currently in the process of becoming a CESSDA member or observer.

The “CESSDA Widening Activities 2019” Task proposal was agreed by the CESSDA Training Working Group, CESSDA Trust Working Group and CESSDA Technical Working Group, on 4 May 2018. It builds upon the CESSDA Strategy 2018-2022 and the Working Groups’ Roadmaps.

Feasibility check of proposal was done by CESSDA MO on 9 May 2018. CESSDA Director reviewed the proposal on 18 September 2018. CESSDA General Assembly adopted the task and related budget (with cuts included) on 21 June 2018 as part of the Work Plan and budget for 2019.

The Parties now wish to enter into this Agreement in order to define mutual rights and obligations and agree on the exact terms of delivery of the Work Plan Tasks.

## **2. Definitions**

**“Agreement”**: this Delivery Agreement including its annexes.

**“Background”**: the information which is held by a Party prior to the conclusion of this Agreement, or acquired in parallel with – but unrelated to – it, as well as copyrights or rights pertaining to such information following applications for, or the issue of, patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

**“CESSDA MO”**: CESSDA ERIC Main Office.

**“Deliverables”**: the activities and deliveries set out in the Work Plan Tasks and any other developments and deliveries to be carried out or delivered by the Delivery Partnership under this Agreement, and any Intellectual Property generated as a result of the performance of this Agreement.

**“Delivery Partners”**: the parties referred to above as a Delivery Partner.

**“Delivery Partnership”**: means the Lead Service Provider and the Delivery Partners.

**“Director”**: the Director of CESSDA ERIC.

**“Foreground”** the results, including information, whether or not they can be protected, arising from the activities performed within this Agreement, as well as copyrights or rights pertaining to such information following applications for, or the issue of, patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

**“General Assembly”**: the General Assembly of CESSDA ERIC.

**“Intellectual Property”**: means patents, copyrights, trademarks, service marks, domain names, company names, registered designs, database rights, design rights, confidential information and trade secrets, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, including all rights in an action related to the infringement of any of the above.

**“Working Group”:** one of CESSDA four working groups (Technical, Trust, Training, Tools and Services) with the main function of coordinating the coherence of tasks and providing advice and support to the Director in conduct of the work plan tasks.

**“Work Plan Task”:** the activities and deliverables included in a proposal submitted by the Lead Service Provider in collaboration with the Delivery Partners to CESSDA ERIC, which was accepted by the General Assembly.

### **3. Standard of Performance**

In carrying out the Work Plan Tasks, the Delivery Partnership shall use the degree of skill, care and diligence reasonably expected of a professional and experienced service provider carrying out works and delivering tools and services similar to the Work Plan Tasks.

### **4. Personnel**

The Parties shall ensure the selection of personnel with the necessary skills and competences to take part in the activities under this Agreement.

As employers, the Parties shall bear exclusive responsibility for the remuneration, social security and insurance of their personnel.

Each Party shall indemnify and hold the other Party harmless from any liability in this respect.

### **5. Deliverables**

The Delivery Partnership shall deliver the Deliverables in accordance with the final task proposal attached to this Agreement as Annex 2. In case of ambiguity or conflict between this Agreement and the Work Plan Task, this Agreement shall take precedent.

The Delivery Partnership shall provide and be responsible for all technical and financial reports, labour, materials, equipment and other resources required for the performance of the Work Plan Task and this Agreement.

The Lead Service Provider shall bear the overall responsibility for the provision of the Deliverables including but not limited to the coordination of the work, delivery, documentation and reporting to CESSDA MO.

### **6. Documentation**

The Delivery Partnership shall document the use of resources and prepare a report on their expenditures, using the template [CESSDA Periodic Final Report](#) available at [or an alternative](#) considered as suitable and has been approved in advance and in writing by CESSDA MO.

The Delivery Partners shall submit relevant information to the Lead Service Partner about their activities and expenditures regularly and as internally agreed covering the relevant reporting period.

The Lead Service Provider shall prepare a mid-term report and a final report to be submitted to CESSDA MO in accordance with the dates specified in Clause [9] below. The reports shall be prepared on the basis of templates provided by CESSDA MO, like the Periodic/Final Report and available at [CESSDA Reporting Templates](#).

#### **7. Mid-term review**

Following the submission of the mid-term report by the Lead Service Provider to CESSDA, a mid-term review shall be conducted by CESSDA MO and the Working Group leaders.

The mid-term review will include, among others, the review of progress of the activity and administrative documentation, including the use of resources and claimed expenditures against the proposed budget.

Based on the mid-term review CESSDA MO will formulate a recommendation and advise the Director. In case of positive recommendation, the Delivery Partnership will be informed and shall take into account all information necessary for the delivery of the final report.

In case of a negative recommendation, the Director will seek to reach a satisfactory resolution regarding the way forward which will be acceptable to CESSDA. If this is not achieved within 30 days, the Director will ask the General Assembly to find an appropriate solution, which may include a change request in accordance with Clause [12] or termination of this agreement in accordance with Clause [13].

#### **8. Final review**

Following the submission of the final-term report by the Lead Service Provider to CESSDA, a final review shall be conducted by CESSDA MO and the Working Group leaders. CESSDA MO may decide to include an external review committee composed of experts. The experts will be appointed by the Director.

The final review will include, among others, the review of the Deliverables, the final report, the activity and administrative documentation and the use of resources and claimed expenditures against the proposed budget.

Based on the final review, CESSDA MO and the Working Group leaders will formulate a recommendation to be shared with the Delivery Partnership.

In case of a positive recommendation, the final balancing payment will be released within 15 days.

In case of a negative recommendation, the final payment may be withheld in order to allow the submission of improved Deliverables, which will have to be delivered within 30 days after the negative recommendation had been issued. If a positive recommendation is issued following the submission of the improved Deliverables, then the balancing final payment will be released within 15 days.

If a negative recommendation is issued following the submission of the improved Deliverables, then the Director will seek to reach a satisfactory resolution regarding the way forward which will be acceptable to all Parties. If this is not achievable within 30 days, the Director will ask the General Assembly to find an appropriate resolution, which may include a change request as specified in Clause [12] or termination of this Agreement in accordance with Clause [13].

#### **9. Time schedule and milestones**

This Agreement shall enter into effect upon the signature of all Parties and shall remain in effect until all obligations and milestones under this Agreement are completed or until the termination of this Agreement in accordance with Clause [13].

The Delivery Partnership shall comply with the following milestones:

- Start date for the Work Plan Tasks: 1 January 2019
- Delivery of mid-term report: 31 July 2019
- Mid-term review: 15 September 2019
- Delivery of final report: 31 January 2020
- Final review: 28 February 2020
- Issue of a final recommendation: 15 March 2020

#### **10. Contact points**

Each Party shall designate a contact person who will act in a liaison capacity throughout the term of this Agreement. Each Party will immediately notify the other Parties in writing if its contact person changes.

The following persons shall be contacted for the general coordination of this Agreement and the clarification of technical issues for the execution of the Work Plan Tasks and the delivery of Deliverables:

For CESSDA:

[REDACTED]

For the Lead Service Provider CSDA:

[REDACTED]

For Delivery Partner FORS: [REDACTED]

For Delivery Partner TARKI: [REDACTED]

For Delivery Partner ADP: [REDACTED]

For Delivery Partner SND: [REDACTED]

Upon CESSDA's request, the Lead Service Provider shall inform CESSDA of the progress and other relevant aspects concerning the delivery of the Deliverables, including, but not limited to administrative and/or technical aspects, and especially about any envisaged delays in any of the agreed milestones set out in Clause [9] above.

## 11. Finance

The budget for the completion of the Work Plan Tasks and deliver the Deliverables under this Agreement is EUR 80.415,63 in total.

Payments out of the above budget will be made proportionally to the Delivery Partnership in accordance to the following schedule:

- 50% of the budget shall be paid after the Agreement has been duly signed by all Parties.
- Up to 50% (depending on financial claims) of the budget shall be paid after the delivery of all Deliverables and a positive recommendation following final review.

The Delivery Partnership is responsible for the management of the funds received and is liable for any losses. All payments must be justified and supported by relevant documentation to be provided by the Delivery Partnership. In case that actual costs incurred for delivering the Deliverables are below the total budget, the remaining funds will be kept by CESSDA, or in case they have already been paid to the Delivery Partnership, they shall be paid back to CESSDA.

For the avoidance of doubt, payments shall not be considered as final acceptance of the Deliverables.

## 12. Change request

The Deliverables shall be changed, amended or modified if requested by CESSDA, provided that such changes, amendments or modifications can be technically implemented and are not of a substantially different nature from the original Deliverables and the Work Plan Tasks.

The Lead Service Provider may request to make a change to the Deliverables or to the Work Plan Tasks. Such requests must be in writing and addressed to CESSDA, indicating the requested change and the reasons for it. CESSDA, [in its sole discretion], may approve or reject such requests.

The Director may further request that a change, modification or an amendment is implemented in order to address issues identified during the mid-term or final reviews.

### **13. Termination**

CESSDA reserves the right to terminate this agreement if the Lead Service Provider or the Delivery Partnership is in material breach of its obligations under this Agreement or if requested to do so by the General Assembly in accordance with Clauses [7] and [8].

### **14. Intellectual property**

Each Party is and remains the sole owner of its Background.

Foreground created through the delivery of this Agreement shall be the sole property of CESSDA.

### **15. Amendments**

Amendments to or changes of this Agreement shall, in order to be valid, be made in writing and signed by authorized representatives of all Parties and shall be clearly stated as amendments to, or changes of this Agreement.

### **16. Assignment**

Except with the prior written consent of CESSDA MO, the Lead Service Provider or a Delivery Partner shall not assign, novate or otherwise transfer partially or totally any of its rights or obligations under this Agreement.

### **17. Notices**

All notices, requests, consents, claims, demands and other communications shall be in writing and addressed to the respective Party's contact person set out in this Agreement.

### **18. Settlement of disputes and governing law**

This Agreement shall be governed by and construed in accordance with the substantive laws of Norway.

In any dispute or difference of opinion between the Parties arising out of or in connection with this Agreement the Parties will attempt in good faith to settle it by negotiations. Either Party to the dispute may refer the issue to the respective Parties' contact persons who will then resolve the issue together. If the contact persons fail to agree the matter shall be transferred to executive level in the Parties' respective organisations, and in the case of CESSDA, the Director.



If the Parties are unable to settle any dispute by negotiation within thirty [30] days of notification of a dispute by one Party to any other Party, the Director may escalate the dispute to the General Assembly, who shall make a decision on how to settle the dispute. The General Assembly shall have the right to refer the dispute to another forum, such as Alternative Dispute Resolution (ADR) or a court, in which case, the governing law shall be the substantive laws of Norway.

In Witness whereof, this Agreement has been executed in 2 originals, of which the CESSDA MO and the Lead Partner have received one each. All other Parties are signing the accession to this Agreement in Annex 1.

**CESSDA ERIC**

18/01/2019

Date

Signature

RONALD JACOBUS PAULUS DEKKER

Name

Director

Position

**IS CAS**

Date

Signature

RNDr. TOMAŠ KOSTELECKÝ, CSc.

Name

Director

Position

## **Annex 1: Accession**

### **As Witness:**

The Parties have caused the Agreement for the "CESSDA Widening activities 2019" to be duly signed by the undersigned authorised representatives in separate signature pages.

### **FORS Swiss Centre of Expertise in the Social Sciences**

[Redacted]

Date

[Redacted]

Signature

[Redacted]

Name (in block letters)

[Redacted]

Position

## Annex 1: Accession

### As Witness:

The Parties have caused the Agreement for the “CESSDA Widening activities 2019” to be duly signed by the undersigned authorised representatives in separate signature pages.

### The Tárki Foundation, Data Archive Tárki Data Archive - TÁRKI

\_\_\_\_\_29/03/2019\_\_\_\_\_

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_Dr. BÉLA JANKY\_\_\_\_\_

Name (in block letters)

\_\_\_\_chairman of the board\_\_\_\_

Position

## **Annex 1: Accession**

### **As Witness:**

The Parties have caused the Agreement for the “CESSDA Widening activities 2019” to be duly signed by the undersigned authorised representatives in separate signature pages.

**University of Ljubljana, Faculty of Social Sciences, Social Science Data Archive – UL, FDV/ADP**

[Redacted]

Date

[Redacted]

Signature

[Redacted]

Name (in block letters)

[Redacted]

Position



[Redacted]

## **Annex 1: Accession**

### **As Witness:**

The Parties have caused the Agreement for the "CESSDA Widening activities 2019" to be duly signed by the undersigned authorised representatives in separate signature pages.

### **University of Gothenburg, Swedish National Data Service - SND**

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (In block letters)

\_\_\_\_\_

Position

## Annex 2: Final version of Project proposal



### 2019 Work Plan Tasks – CESSDA Widening Activities 2019

<p>Purpose and Background (250 words max)</p>	<p><i>Widening European coverage and development of pan-European data services is among the priorities highlighted in the CESSDA strategy documents. CESSDA widening efforts and promotion of new and immature SPs has long history since CESSDA's beginnings. Widening activities were also the essence of a number of projects, recently CESSDA SaW (2015-2017), SERSCIDA (2012-2014) and SEEDS (2015-2017). The CESSDA Work Plan Task on CESSDA Widening Activities 2018 is currently underway.</i></p> <p><i>In general the main objectives of the widening activities are following: (1) to maintain and foster CESSDA pan-European coverage in collaboration with non-member SPs within the Network of CESSDA Partners, (2) to help disseminating existing CESSDA support services, tools and knowledge among partner non-member SPs; (3) to maintain and further develop CESSDA strategic knowledge about existing non-member SPs and emerging national data archiving activities; (4) to increase CESSDA visibility in non-member countries.</i></p> <p><i>A number of widening activities have a long-term character. The Network of CESSDA Partners and relations with non-member countries should be built and maintained on an ongoing basis. An interruption could devalue previous efforts. Assuming submission of a new CESSDA SaW2 project in spring 2019 the aim of the CESSDA Widening Activities 2019 is to bridge the period between the end of the current project and the possible launch of expected CESSDA SaW2. Based on this assumption we propose a limited-scale project that will aim at following:</i></p> <ul style="list-style-type: none"> <li><i>• ensuring continuity of widening activities and keeping the aspiring non-members in track also during the year 2019;</i></li> <li><i>• allowing the previous activities to bring fruits in the form of services available for aspiring members;</i></li> <li><i>• building bases for future developments under the expected CESSDA SaW2 or future CESSDA Work Plan projects.</i></li> </ul> <p><i>In addition, the project will reduce the risks of long-term inactivity and disruption of collaborative Network of CESSDA Partners in the case that CESSDA SaW2 would not be awarded.</i></p>			
<p>Title and duration (from - to)</p>	<p>CESSDA Widening Activities 2019 January – December 2019</p>			
<p>Participants</p>	<p>Person Month efforts</p>	<p>Personnel costs (cost per unit)</p>	<p>Travel costs (type of event, travel costs, subsistence, accommodation)</p>	<p>Other costs (organisation costs, materials, supplies, consumables)</p>
<p>1. CSDA</p>	<p>2.2</p>	<p>3,800</p>	<p>700</p>	
<p>2. FORSI</p>				
<p>3. TARKI</p>				
<p>4. ADP</p>				
<p>5. SND</p>				



Sum per category	
<b>Total cost</b>	<b>80,416 EUR</b>
Note: *) The amount for local organisation of the widening workshop and reimbursement of travel expenses of invited participants is allocated at CESSDA MO.	
<b>Explicit objectives (make them as clear as possible)</b>	
<p><u>1. To organise the CESSDA Widening Workshop 2019</u></p> <p>We plan to have a 1.5 day event with 30-50 participants. The event will be located in a perspective non-member country. The event will follow up similar events organised in 2017 and 2018. The main target groups are non-member SPs, non-member ministerial representatives (with special attention also to past CESSDA GA members), and less developed CESSDA member SPs. The objectives are following: (1) to provide platform for meeting in between non-member SPs, ministerial representatives &amp; CESSDA MO to promote widening issues; (2) to deliver training and information on available support and tools to non-member SPs; (3) to collect and update information on situation in non-member countries; (4) to collect feedback on past and current CESSDA widening activities and support services; (5) to promote CESSDA visibility in non-member countries. The workshop will be organised in co-operation with the CESSDA MO, which will cover the costs of local organisation and reimburse travel costs of invited participants. Beside the presentation of CESSDA and new developments the programme will concentrate on provision of support to non-member SPs. The project will cooperate with the CESSDA work groups to deliver training and presentation of relevant tools and support services as part of the programme of the Widening Workshop 2019. The information collected from SPs will be used also for purposes of monitoring activities launched within CESSDA SaW and the WP Widening Activities 2018. Contacts lists will be updated as part of the preparatory work for the workshop.</p> <p><u>2. To establish the CESSDA Helpdesk</u></p> <p>The CESSDA Helpdesk will consist of two main activities: 1) an online information and email service, where aspiring CESSDA service providers might get advice and feedback regarding development of their data services and plans for joining CESSDA, and 2) a mentorship programme between widening project partners and actively aspiring archives. The online information and email service (hereafter "helpdesk") during 2019 will offer personalized answers to specific questions from aspiring CESSDA SPs. A webpage will be created on the CESSDA website with information about the helpdesk and primary contact details. Aspiring SPs will be informed and then reminded regularly about this service and encouraged to seek answers to their questions through it. The helpdesk will offer ongoing reception and dispatching of questions. In some cases questions will be forwarded to experts in particular CESSDA work groups, such as the trust group, the training group, or the technical group. In this way, aspiring archives will be assured that CESSDA is ready to support them and give practical guidance. Questions and answers (along with existing resources) will be documented so that</p>	

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CESSDA will be sure to gradually close the gaps identified within the gap analysis performed by the WP Widening Activities 2018.

The mentorship programme will offer one-on-one support, matching project partners with interested aspiring SPs during the course of 2019, and assisting them in defining and realizing their short-term goals. This could be with respect to strategic, policy, practical, or technical aims, among others. First, we will identify target aspiring SPs based on the monitoring work conducted in 2018. The selected targets will be contacted and asked to provide an update on their status and current efforts toward establishing a national archive. They will then be proposed a one-on-one "mentoring" relationship with an existing CESSDA member (and widening project partner). If they agree, they will be assigned a mentor who will be responsible for actively accompanying them throughout the year. Mentors will be trained in how to work with their assigned aspiring SP, and a brief guide will set out the rules for this. Regular interactions will be expected, and these should be documented in monthly reports. The CESSDA mentoring programme will be a way to ensure that aspiring SPs stay active during 2019, clarify and move towards realistic goals, and are closely supported and encouraged.

Dellverables		Month of delivery
1. Updated list of contacts to target non-member countries		06/2019
2. Report from the CESSDA Widening Workshop 2019		12/2019
3. Report from operation of the helpdesk and the mentorship programme		12/2019
Activities/Actions (*Note sum of resources should be the same as that reported above.)	Resources (PM/travel)	Responsible SP
0. Project management and reporting	0.5 PM; 2.8 k EUR travel The kick of meeting will be jointly with the Training Group annual meeting	Lead by CSDA
1. CESSDA Widening Workshop 2019	3 PMs workshop preparation and organisation, invitations, updating contact lists, monitoring activities, etc.; 3.5 k EUR travel of the team. CESSDA MO will cover the costs of local organisation and reimburse travel costs of invited participants.	Lead by TARKI; team: all partners
2. CESSDA Helpdesk	4.75 PMs establishing and operation of the helpdesk and the mentorship programme	Lead by FORS; team: all partners



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<b>Reference to relevant activity in Strategic Plan/TSD</b>	The task is relevant to the following CESSDA strategic objective: CESSDA Objective 8. To work continuously to include further data sources, from Europe and beyond, into the infrastructure. The task will also contribute into the 2nd Strategic Goal of the CESSDA Strategic Plan: "CESSDA ERIC will provide services with European coverage and performance measures, achieve a wider membership, work to reduce access barriers, and build archive capacity across Europe (2.1 European coverage, 2.3 Widening membership, 2.5 Building capacity).	
<b>Relationship to other WP Tasks (Dependencies)</b>	<ol style="list-style-type: none"> <li>1. The task will cooperate with the CESSDA Training Group in organisation of the widening workshop and implement a training event into its programme. The Kick-off meeting will be organised jointly with the Training Group meeting (planned in Prague).</li> <li>2. The task will disseminate results of other WP tasks. We plan to cooperate with Trust WG (collaboration established in 2018 for purposes of the widening workshop in Milano) and Technical WG and invite experts to the widening workshop to provide presentations of relevant CESSDA tools and support services. The programme will be decided before the event. It will be based on both, (1) the gap analysis made within the Widening Activities 2018, (2) the availability and offers from other CESSDA groups and projects.</li> </ol>	
<b>Estimation of risk of failure/success (contingency plan for identified risks)</b>	<b>Risks</b>	<b>Contingency plans</b>
	1. Possible low interest of non-member SPs and ministerial representatives in the Widening workshop (low level)	1. The workshop programme will be connected to the main aspects of the CESSDA widening process; the travel costs will be covered; advanced invitations and high efforts in contacting.
<b>Support from relevant Task Group/SPF?</b>	CESSDA MO, CESSDA Training Working Group CESSDA Trust Working Group, CESSDA Technical Working Group	

<b>Approvals</b>	<b>Date</b>
1. Agreed by relevant Working Group	04/05/2018
2. Feasibility check (MO)	09/05/2018
3. Review MO/Director	18/09/2018
4. GA Approval/Reject	21/06/2018 (budget approved with cuts)
5. Sign off (completion)	
6. Review of Task (MO/GA)	

