

3/5/2020



## **Delivery Agreement**

**For the delivery of  
Work Plan Task "CESSDA Training Activities 2020"**

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) Leibniz Institute for the Social Sciences - GESIS, incorporated under the laws of Germany whose registered office is at B2 1, 68159 Mannheim, Germany (hereinafter "**Lead Delivery Partner**").
- 3) University of Ljubljana, Faculty of Social Sciences, Social Science Data Archive - UL, FDV/ADP, incorporated under the laws of Slovenia, whose registered office is at Kardeljeva ploščad 5, 1000 Ljubljana, Slovenia (hereinafter "**Delivery Partner**").
- 4) The Austrian Social Science Data Archive - AUSSDA, at University of Vienna, incorporated under the laws of Austria whose registered office is at Teinfaltstraße 8, 1010 Wien, Austria (hereinafter "**Delivery Partner**").
- 5) The Institute for 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 Czech Republic whose registered office is at Jilská 1, 110 00 Praha 1, Prague, Czech Republic (hereinafter "**Delivery Partner**").
- 6) Data Archiving and Networking Services - DANS, incorporated under the laws of The Netherlands whose registered office is at Anna van Saksenlaan 51 2593 HW Den Haag, The Netherlands (hereinafter "**Delivery Partner**").
- 7) Rigsarkivet , Danish National Archives - DNA, incorporated under the laws of Denmark whose registered office is at Rigsdagsgården 9, Copenhagen, Denmark (hereinafter "**Delivery Partner**").
- 8) Data Centre Serbia for Social Sciences at The Institute of Economic Sciences (DCS-IES), incorporated under the laws of Serbia, whose registered office is at Zmaj Jovina 12, 11000 Beograd Serbia (hereinafter "**Delivery Partner**").
- 9) The National Center of Social Research, representative of So.Da.Net - Greek research infrastructure for the social sciences - EKKE; incorporated under the laws of Greece, whose registered office is at EKKE, 9 Kratinou & Athinas str., 4th floor, 10552 Athens, Greece (hereinafter "**Delivery Partner**").
- 10) Swiss Centre of Expertise in the Social Sciences - FORS, 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**").
- 11) Norwegian Centre for Research Data - NSD, incorporated under the laws of Norway whose registered office is at Harald Hårfagres gate 29, N-5007 Bergen Norway (hereinafter "**Delivery Partner**").

12) 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**").

13) University of Essex (the UK Data Service, represented by the UK Data Archive) - UKDS, incorporated under the laws of the United Kingdom whose registered office is at the Wivenhoe Park, Colchester CO4 3SQ, UK (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 20 member-countries. Several European countries are currently in the process of becoming a CESSDA member or observer.

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 Delivery Partner 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 Delivery Partner [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 Delivery Partner 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 for the Periodic/Final Report provided by CESSDA 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 Delivery Partner about their activities and expenditures regularly and as internally agreed covering the relevant reporting period.

The Lead Delivery Partner 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.

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

Following the submission of the mid-term report by the Lead Delivery Partner 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. It 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 report by the Lead Delivery Partner 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 project will be closed and a final balancing payment will be released within 15 days.

In case of a negative recommendation, the final approval may be withheld to allow the submission of improved Deliverables, for which Main Office will set a deadline. If a positive recommendation is issued following the submission of the improved Deliverables, then the project will be closed and a 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 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: 01/01/2020
- Delivery of mid-term report: not applicable for Work Plan Tasks in 2020
- Mid-term review: not applicable for Work Plan Tasks in 2020
- Delivery of final report: 31/01/2021
- Final review: 28/02/2021
- Issue of a final recommendation: 15/03/2021

## 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], [REDACTED], [REDACTED]

For the Lead Delivery Partner GESIS: [REDACTED], [REDACTED]

For other Delivery Partners main contacts are as listed in the Annex 1.

Upon CESSDA's request, the Lead Delivery Partner 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 total budget for the completion of the Work Plan Task (WPT) "CESSDA Training Activities 2020" and delivery of the Deliverables under this Agreement is EUR 160,136.25, of which:

- EUR 110,000.00 as additional contribution provided by the Lead Delivery Partner GESIS.
- EUR 50,136.25 (for this purpose considered as the "WPT costs") to be allocated by CESSDA to project partners.

The WPT costs shall be paid proportionally in accordance to the following schedule:

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

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

The Delivery Partnership is responsible for the management of the total budget stated in the WPT proposal and is liable for any losses. All WPT costs and additional WPT contributions must be justified and supported by relevant documentation to be provided by the Delivery Partnership.

### **11.1. Overspending**

Overspending of the WPT total budget is not allowed. Redistribution of WPT costs is allowed within the Delivery Partnership but it needs prior approval by CESSDA. Redistribution of WPT additional contribution is not allowed.

### **11.2. Underspending**

In case that actual costs incurred for delivering the Deliverables are below the total WPT costs stated in the 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.

In the case that actual WPT additional contribution is below the approved WPT additional contribution stated in the budget, the amount shall be added to the balance of the total additional contribution.

If there is a positive balance on total additional contribution (agreed minimum amount - total of used additional contribution), this balance will be forwarded to a next year and be decided upon in the WP of that year.

For the avoidance of doubt, even in the case of lower WPT total contribution consumption, Deliverables for the Work Plan Task "CESSDA Training Activities 2020" remain to be delivered as stated in the Work Plan Task "CESSDA Training Activities 2020" proposal.

## **12. Change request**

The Lead Delivery Partner may request to make a change to the Deliverables or to the Work Plan Task. Such requests must be in writing and addressed to CESSDA Main Office, indicating the requested change and the reasons for it.

CESSDA may also propose to change the deliverables or any part of the Work Plan Task, indicating the requested change and the reasons for it (e.g. to address issues identified during reviews).

If the changes are approved by CESSDA Main Office, this will result in a written confirmation from CESSDA Main Office, or an Amendment to the DA to be signed by both parties.

## **13. Termination**

CESSDA reserves the right to terminate this agreement if the Lead Delivery Partner 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 Delivery Partner 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 Witness whereof**, this Agreement has been executed in two [2] originals, of which the Lead Delivery Partner and CESSDA have received one each.

**CESSDA ERIC**

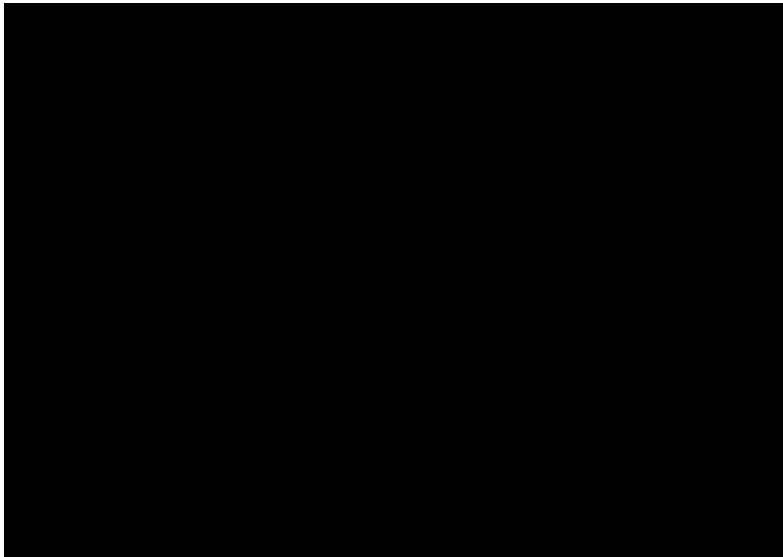
**Leibniz Institute for the Social Sciences – GESIS**

## **Annex 1: Accession**

**As Witness:**

The Parties have caused the Agreement for the Work Plan Task "CESSDA Training Activities 2020" to be duly signed by the undersigned authorised representatives in separate signature pages.

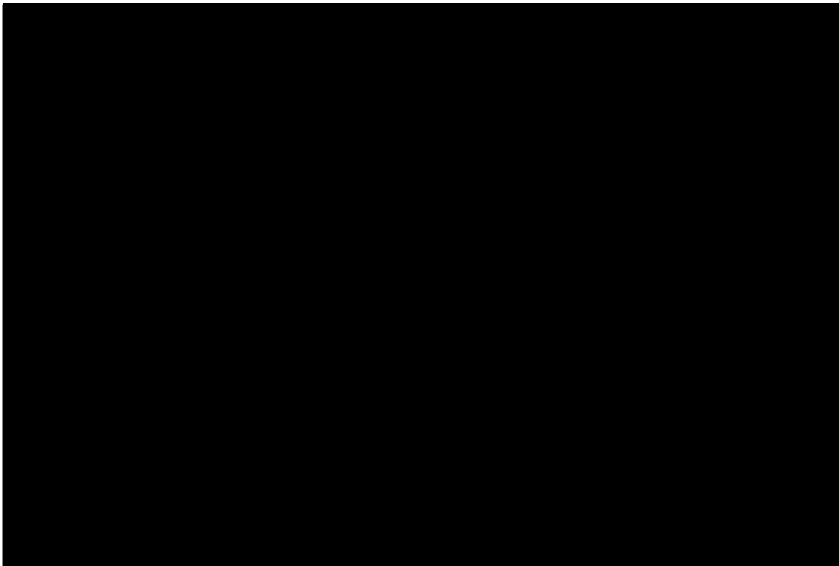
UL, FDV/ADP - University of Ljubljana, Faculty of Social Sciences, Social Science Data Archive



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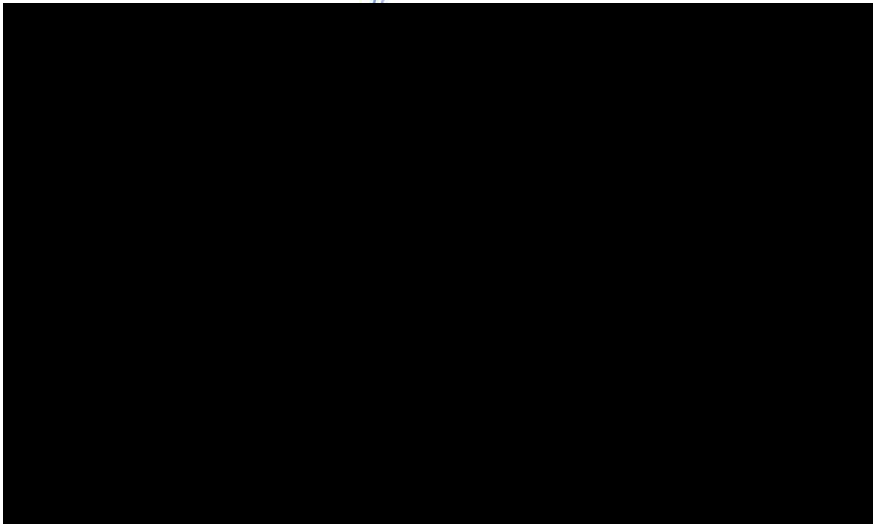
AUSSDA - The Austrian Social Science Data Archive



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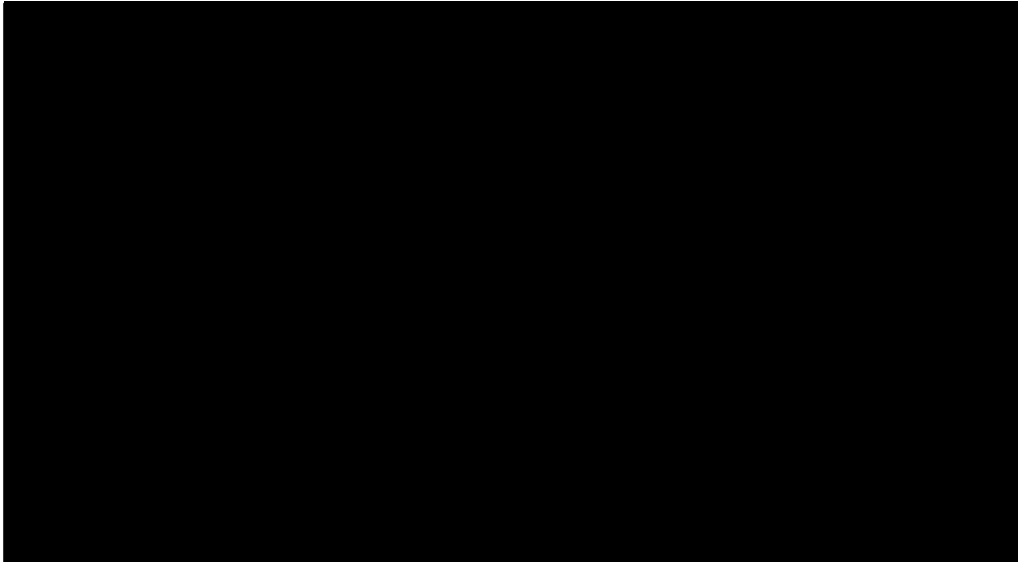
ČSDA - The Institute for Sociology of the Czech Academy of Sciences, public research institution (IS CAS), housing the Czech Social Science Data Archive



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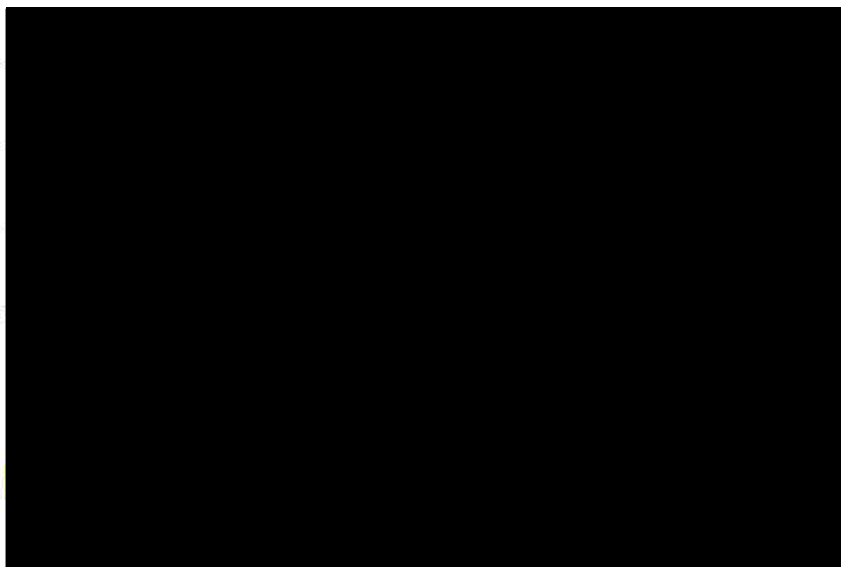
DANS - Data Archiving and Networking Services



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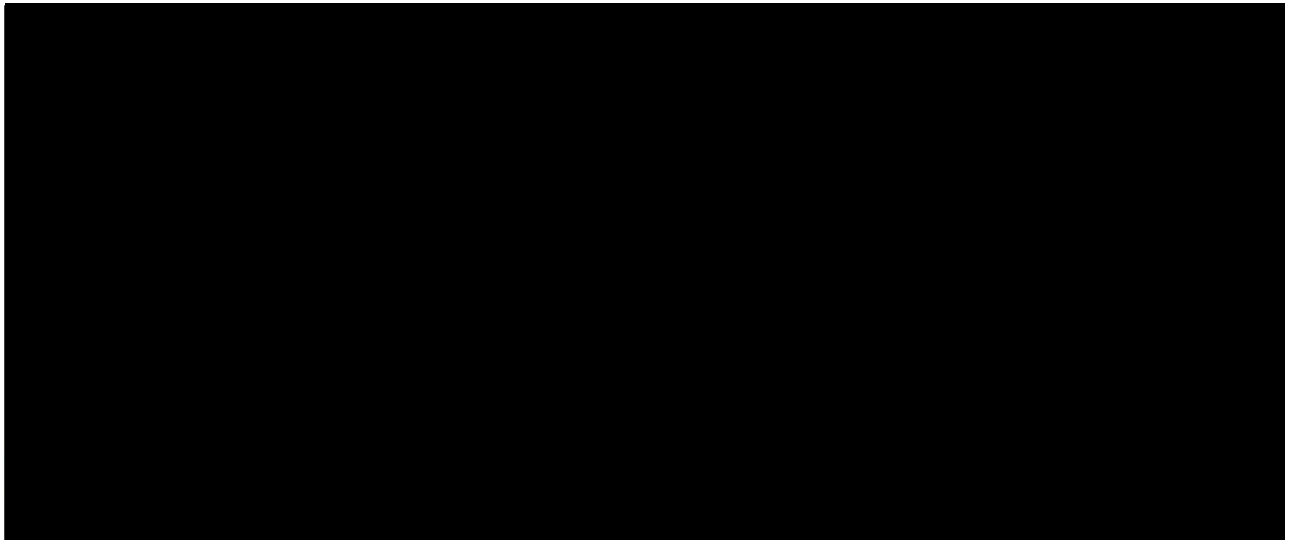
DNA - Rigsarkivet, Danish National Archives



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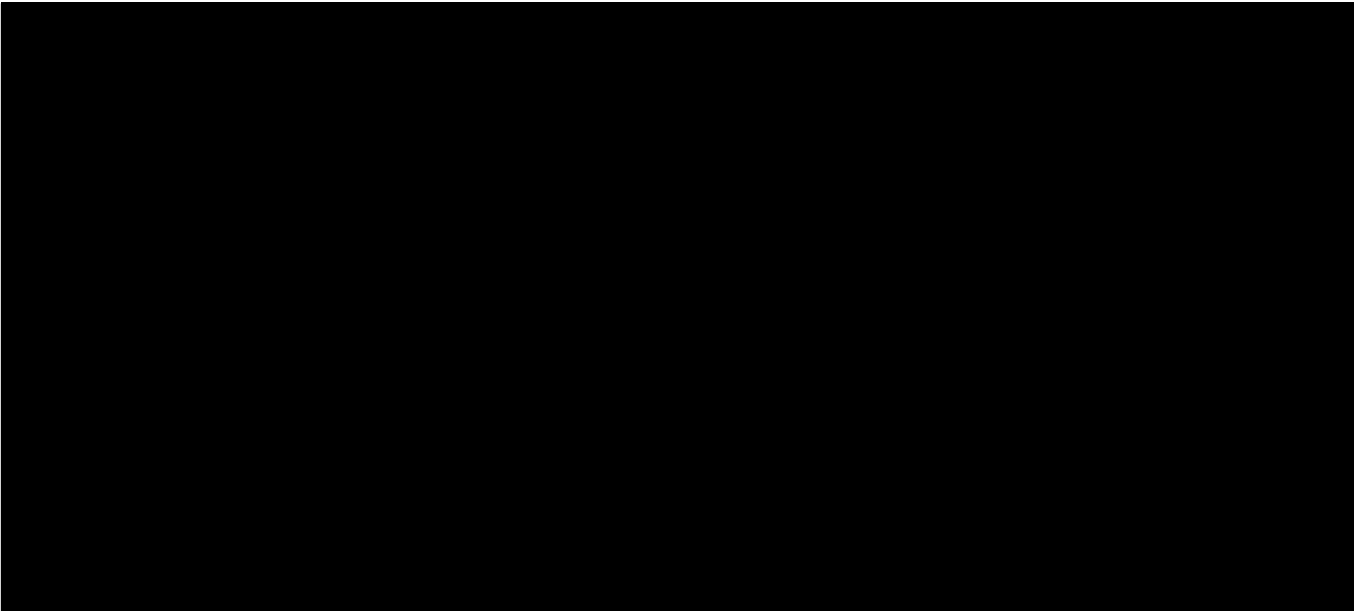
(DCS-IES) - Data Centre Serbia for Social Sciences at The Institute of Economic Sciences



**As Witness:**

The Parties have caused the Agreement for the Work Plan Task "CESSDA Training Activities 2020" to be duly signed by the undersigned authorised representatives in separate signature pages.

EKKE - The National Center of Social Research, representative of So.Da.Net - Greek research infrastructure for the social sciences

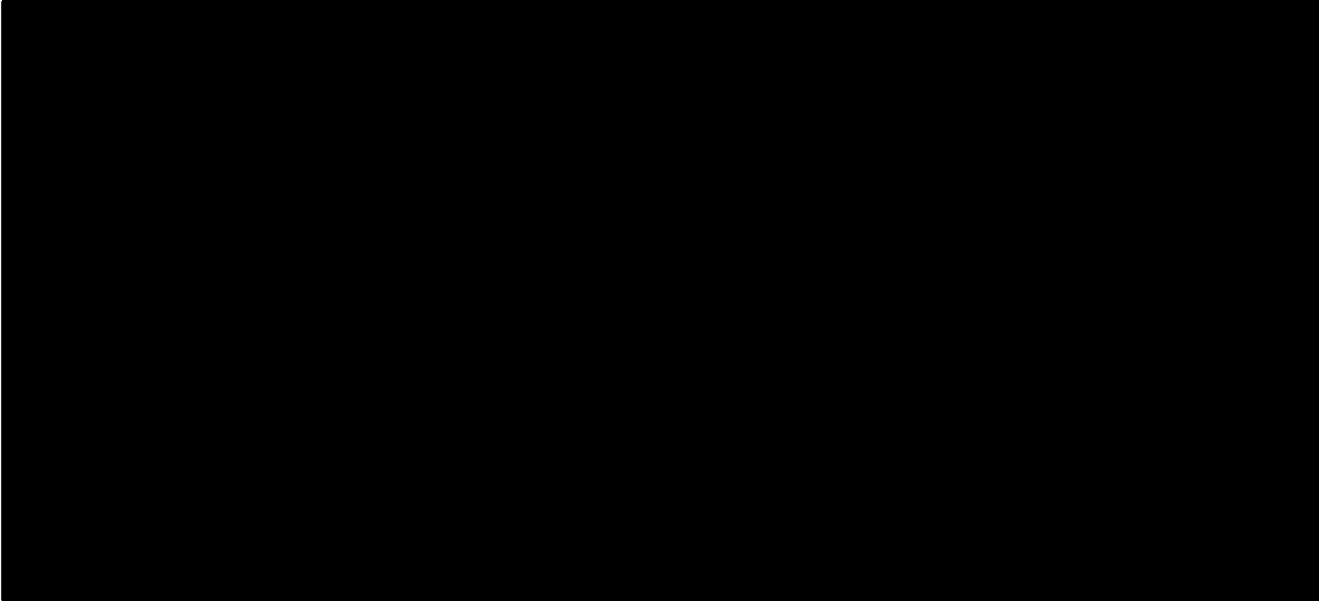




**As Witness:**

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FORS - Swiss Centre of Expertise in the Social Sciences



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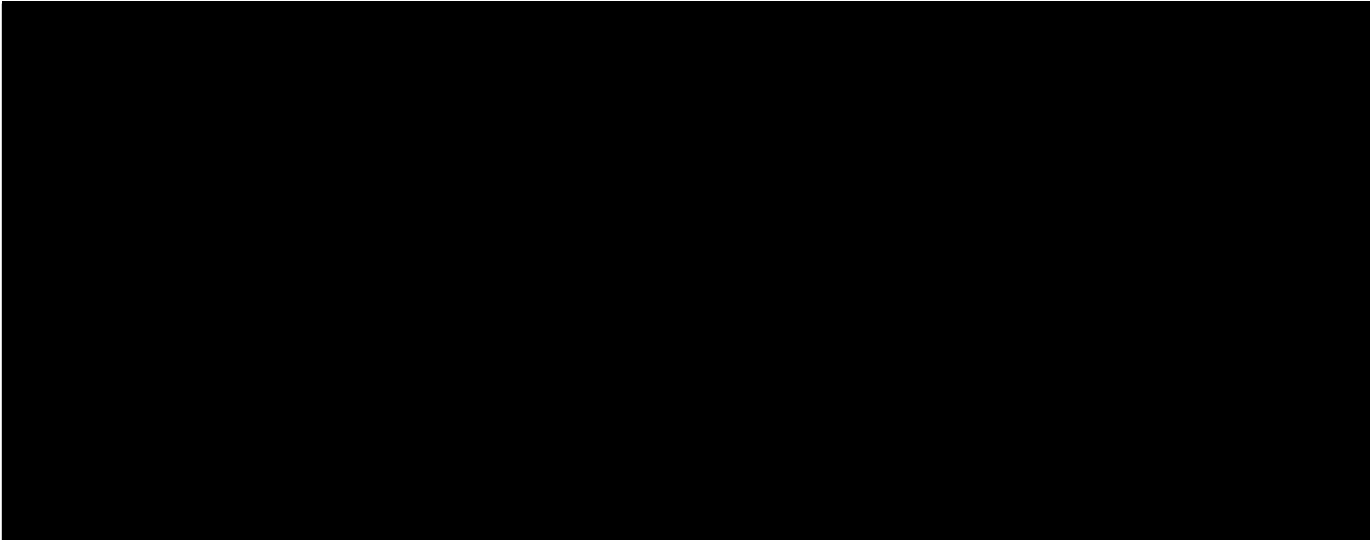
NSD - Norwegian Centre for Research Data



**As Witness:**

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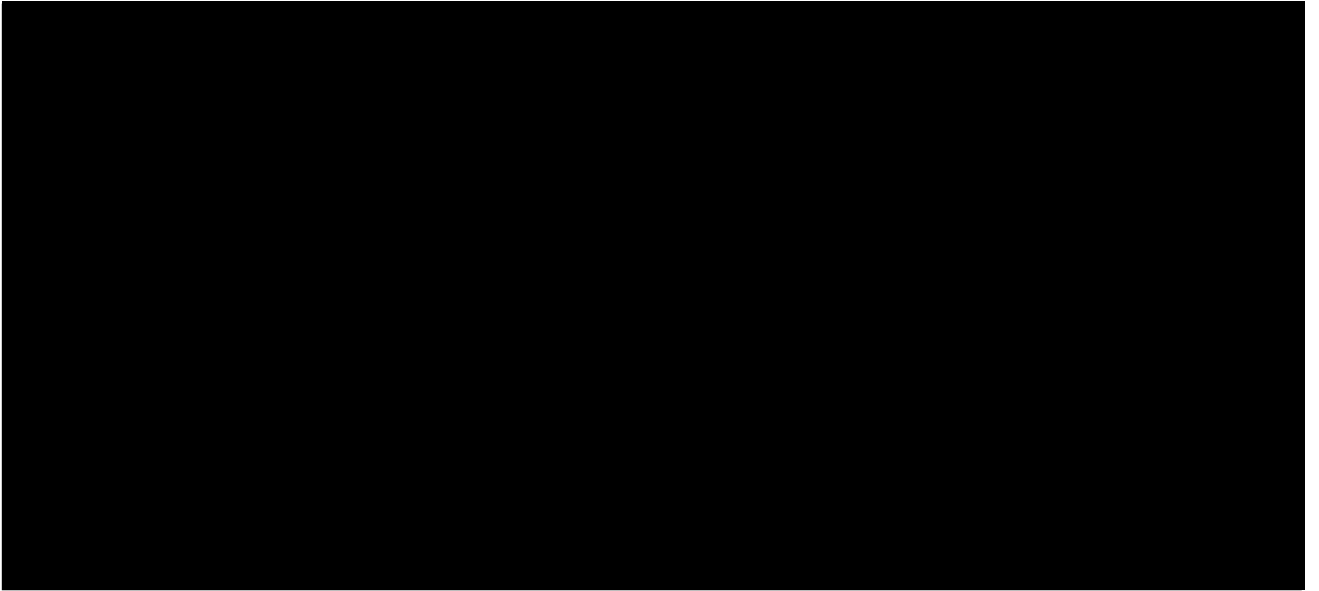
SND - University of Gothenburg, Swedish National Data Service



**As Witness:**

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UKDS - University of Essex (the UK Data Service, represented by the UK Data Archive)





cessda

DCS - IES	■	
EKKE		
FORS		
NSD		
SND		
UKDS (E)		
UKDS (M)		
Sum per category		
<b>Total cost (CESSDA)</b>	<b>€ 50 136,25</b>	
<b>Total cost (GESIS)</b>	<b>€ 110 000,00 (92 000PMs, 4 000 travel, 14 000 web support)</b>	
<b>Objectives</b>		
<ol style="list-style-type: none"> <li>1. Promotion of CESSDA and CESSDA Training activities, enhance visibility of training activities, and enable more efficient operations of Training events management</li> <li>2. Extend reach of CESSDA Training activities with more Train-the-Trainer materials</li> <li>3. Provide focused CESSDA Training for new and aspiring SPs, more focused on strengthening SPs</li> <li>4. Build capacity across all SPs to produce their own reusable training videos for training and promotion, as well as specific capacity for webinars using CESSDA's procedures and software</li> <li>5. Provide one-stop shop for training of SP staff (and staff of other repositories), showcasing expertise of SP staff, and building on the success of the DMEG to further enhance CESSDA's reputation as a training center</li> <li>6. Targeted outreach to researchers to promote CESSDA</li> </ol>		
<b>Deliverables (numbers correspond with objectives above)</b>		<b>Month of delivery</b>
<ol style="list-style-type: none"> <li>1. One annual report covering three areas of ongoing activity, with title <i>Annual Report on CESSDA Twitter, Training Website and Events Calendar Maintenance</i>:                         <ol style="list-style-type: none"> <li>a. Twitter activity, with half page summary for Training WG</li> <li>b. Maintenance of CESSDA Training website, and DMEG (report to describe added content and changes applied)</li> <li>c. Maintained Events Calendar, uploaded content (report to describe added content with relevant links)</li> </ol> </li> <li>2. Updated Train-the-Trainer content based on the current DMEG, and one report to describe all added content related to DMEG with relevant links)</li> <li>3. Report and supporting documentation (presentations, programme, photos) on the sessions given at joint Training&amp;Widening Event (date not confirmed)</li> <li>4.1 Step-by-step guide for creating video</li> <li>4.2 Step-by-step guide on "How to prepare and deliver a webinar".</li> <li>4.3 Video to promote both guides (4.1 and 4.2)</li> </ol>		<p>12/2020</p> <p>08/2020</p> <p>11/2020 (tbc)</p> <p>10/2020</p> <p>10/2020</p> <p>10/2020</p>



<p>5. Beta version of Data Archiving Guide (based on DMEG) - no report required. Includes: a structured outline for the major chapters, final content for two chapters ); links to the published online content; spreadsheet for tracking content changes; a beta version of a website</p> <p>6.1 Data Discovery webinar targeted to researchers – Video recording of the webinar and supporting documents (presentations, information sheets (e.g., <a href="https://www.ukdataservice.ac.uk/media/604787/findingaccessingdatafromnationaldataservices.pdf">https://www.ukdataservice.ac.uk/media/604787/findingaccessingdatafromnationaldataservices.pdf</a> ), narrative report on webinar)</p> <p>6.2 DMEG webinar targeted to researchers – Video recording of the webinar and supporting documents (presentations, information sheets (e.g., <a href="https://www.ukdataservice.ac.uk/media/604787/findingaccessingdatafromnationaldataservices.pdf">https://www.ukdataservice.ac.uk/media/604787/findingaccessingdatafromnationaldataservices.pdf</a>), narrative report on webinar)</p>	<p>11/2020</p> <p>09/2020</p> <p>09/2020</p>	
Activities/Actions ( <i>numbers correspond with objectives above</i> )	Resources (PM/travel)	Partner
0. Management (regular meetings, project reports, overseeing the work, promotion online and at events)	0.75	GESIS
1a. Producing and sending 120-130 tweets, and writing annual report	0.5	GESIS
1b. CESSDA Website maintenance, link checking, uploading new content. Maintenance for DMEG (uploading minor new content, country specific content).	1.0	GESIS
1c. Maintenance for CESSDA Training Events calendar, improve workflow for uploading events.	0.5	GESIS
<p>2. Update Train-the-Trainer materials based on new DMEG content</p> <ul style="list-style-type: none"> <li>o Review presentations and other materials, update</li> <li>o If this work is minimal, because there is not much new content, then focus will shift to adding exercises to TtT</li> <li>o Coordinate with designer, and complete final uploads to Zenodo</li> </ul>	1.0	GESIS
<p>3. Contribute to the training event (with 4 speakers), based on the experience in 2019 and need from Training, Widening. (<i>Organizers at GESIS Team will also seek other speakers for the event from CESSDA or outside, depending on the topic and need.</i>)</p> <p>* Travel budget for sending GESIS speakers to the event.</p>	2.0 4.000 €	GESIS GESIS
<p>4. Produce two step-by-step guides (separate documents in open and PDF format) on "How to create video", and "How to prepare and deliver a webinar" and produce one video promoting these two guides. The first guide is general, covering podcasts, webinars, audio, editing media, posting to YouTube, promotion, etc. The second guide is specific to webinars, includes a checklist and specifics for CESSDA procedures and Go-to-Webinar software. Video to be accompanied by the material from the video (presentation, description, summary and links if applicable).</p>	1.5 0.2 0.2	GESIS UKDS(M) ADP
<p>5. Organize, manage, and contribute content for Data Archiving Guide (online guide – based on DMEG)</p> <p>**Budget to be spent on graphical design, new additions for the look and feel of DAG, possible promotion materials etc.</p>	2.75 14.000 €	GESIS GESIS



<p>During 2020, we expect to be able to produce the DAG structure, an outline for the major chapters, and finalise content for two chapters. SPs to prepare content or contribute as reviewers, depending on the PM. Those with PM &gt;.5 expected to lead on a chapter.</p>	<p>0.7 0.3 0.9 0.9 0.9 0.3 0.5 0.3 0.3 0.3 0.4</p>	<p>ADP AUSSDA CSDA DANS DNA DCS EKKE FORS NSD SND UKDS (E)</p>
<p>6. Deliver one Data discovery webinar and prepare it for publication (with information sheet) Deliver one webinar on DMEG and prepare it for publication (with information sheet)</p>	<p>0.3 0.3</p>	<p>UKDS(M) NSD</p>
<p><b>Reference to relevant activity in Strategic Plan/TSD</b></p>	<p>Training is one of CESSDA's core pillars, ensuring well-trained CESSDA staff members and researchers. This objective entails designing and delivering training and training materials as well as maintaining already existing training materials and coordinating training activities within CESSDA.</p>	
<p><b>Relationship to other WP Tasks (Dependencies)</b></p>	<p>This plan has been developed jointly with the Training WG and coordinated with Widening 2020 activities. CESSDA Trust Working Group will be involved in the review of DAG outline and content to make sure we align with Core Trust Seal recommendations.</p>	
<p><b>Estimation of risk of failure/success (contingency plan for identified risks)</b></p>	<p><b>Risks</b></p> <ul style="list-style-type: none"> <li>In 2020 we have a dramatic reduction in training budget, which resulted in reduction of effort level for all SPs. To maintain wide participation, small PMs are allocated to many SPs. There is a risk these amounts are too small for effective delivery.</li> <li>Finding suitable web / graphical designer quickly. The previous designer might not be available.</li> <li>Completing two full chapters for DAG is ambitious. There is a risk that the 2<sup>nd</sup> chapter cannot be completed.</li> <li>If the date for the Widening and Training event falls late in 2020 or in 2021, the report (D3) cannot be completed until 2021.</li> </ul>	<p><b>Contingency plans</b></p> <ul style="list-style-type: none"> <li>Close monitoring to ensure delivery on track even with limited resources.</li> <li>Some SPs may be able to provide effort without claiming additional funding.</li> <li>Procurement for this service has been provisionally agreed to be handled by CESSDA. Progress will be monitored and an extension requested if needed.</li> <li>An extension will be requested, depending on the final date chosen for the event.</li> </ul>
<p><b>Support from relevant Task/ Group/SPF</b></p>	<ul style="list-style-type: none"> <li>Communication with CESSDA Training Working Group</li> <li>CESSDA communication (for promotion)</li> <li>Collaboration with Trust Working Group and Widening Activities 2020 on both DAG content and joint Training/Widening Event.</li> </ul>	





Approvals	Date
1. Agreed by relevant Working Group	19/11/2019
2. Feasibility check (MO)	08/04/2019
3. Review Director	19/11/2019
4. GA Approval/Reject	21/11/2019
5. Version 6 with changes submitted to MO	14/02/2020
6. Version 7 with changes reviewed by CTG	26/05/2020
7. Version 8 with Tracked changes retained as record	27/05/2020
8. Version 9 submitted to CMO	27/05/2020
9. Version 10 submitted to CMO	08/06/2020
5. Sign off (completion)	
6. Review of Task	