

Delivery Agreement

For the delivery of the Agenda 21-22 Cross-Pillar activities Task 1 CESSDA Resource Directory

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) **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 "**Lead Delivery Partner**").
- (3) Croatian Social Science Data Archive at The University of Zagreb, Faculty of Humanities and Social Sciences CROSSDA, incorporated under the laws of Croatia, whose registered office is at Ivana Lučića 3, 10 000 Zagreb (hereinafter "Delivery Partner").
- (4) 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 Czech Republic whose registered office is at Jilská 1, 110 00 Praha 1, Prague, Czech Republic (hereinafter "Delivery Partner").
- (5) **Leibniz Institute for the Social Sciences GESIS**, incorporated under the laws of Germany whose registered office is at B2 1, 68159 Mannheim, Germany (hereinafter "**Delivery Partner**").
- (6) **Social Science Data Archive of North Macedonia MK DASS**, incorporated under the laws of the Republic of North Macedonia whose registered office is at Institute for sociological, political and juridical research, Ss. Cyril and Methodius University, Partizanski odredi Bul. b.b., PO Box 68,1020 Skopje (hereinafter "**Delivery Partner**").
- (7) University of Gothenburg, Swedish National Data Service SND, incorporated under the laws of Sweden whose registered office is at Swedish National Data Service (SND), Medicinaregatan 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 22 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 Agenda 21-22 Tasks.

2. Definitions

"Agenda 21-22 Task": the activities and deliverables included in a Partnership Declaration submitted by the Lead Delivery Partner [in collaboration with the Delivery Partners] and approved for funding by CESSDA ERIC.

"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 Agenda 21-22 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 (Training, Tools, Trust, Widening and Outreach) with the main function of coordinating the coherence of tasks, evaluating deliverables and providing advice and support to the Director in conduct of the Agenda 21-22 tasks.

3. Standard of Performance

In carrying out the Agenda 21-22 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 Agenda 21-22 Task.

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 carry out activities and deliver the Deliverables in accordance with the final Partnership Declaration attached to this Agreement as Annex 2. In case of ambiguity or conflict between this Agreement and the Agenda 21-22 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 Agenda 21-22 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 Final Report provided by CESSDA MO or an alternative considered as suitable and 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 the 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. Periodic review

Following the submission of the deliverables by the Lead Delivery Partner to CESSDA and according to the delivery deadlines set in the Partnership Declaration, a deliverable review shall be conducted by CESSDA MO and the Working Groups' leaders.

Deliverables review shall be made periodically during the Agenda 21-22 Task implementation period and finally approved or confirmed in the Periodic review meeting.

Based on the conclusions derived from the Periodical review meetings Working Groups' leaders will formulate a recommendation. 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, CESSDA MO 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 Groups' 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 Groups' 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 the 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 Agenda 21-22 Task: 01/01/2021

• Delivery of the final report: 31/01/2023

• Final review: 28/02/2023

• Issue of a final recommendation: 15/03/2023

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 Agenda 21-22 Task and the delivery of Deliverables:

For CESSDA: Ivana Ilijasic Versic ivana.versic@cessda.eu, (+47) 401 00 964; Martina Drascic, martina.drascic@cessda.eu, (+47) 401 00 964; Vanja Komljenovic vanja.komljenovic@cessda.eu.

For the Lead Delivery Partner: Christina Bornatici, christina.bornatici@fors.unil.ch, (+41) 021 692 38 90

For the 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 Agenda 21-22 Cross-Pillar activities Task CESSDA Resource Directory and delivery of the Deliverables under this Agreement is EUR 60,250.00, of which:

EUR 5,000.00 as additional contribution provided by the Delivery Partner GESIS.

- EUR 1,187.50 as additional contribution without payment provided by the Delivery Partner ČSDA
- EUR 54,062.50 (for this purpose considered as the "Agenda 21-22 Task costs") to be allocated by CESSDA to other Delivery Partners.

The Agenda 21-22 Task costs shall be paid proportionally in accordance to the following schedule:

- 50% shall be paid after the Agreement has been duly signed by CESSDA MO 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 dedicated for the implementation of the Agenda 21-22 Task, attached as Annex 3 to this Agreement and is liable for any losses. All Agenda 21-22 Task costs and additional contributions must be justified and supported by relevant documentation to be provided by the Delivery Partnership.

11.1. Overspending

Overspending of the Agenda 21-22 Task total budget is not allowed. Redistribution of Agenda 21-22 Task costs is allowed within the Delivery Partnership, but it needs prior approval by CESSDA MO. Redistribution of Agenda 21-22 Task additional contribution is not allowed.

11.2. Underspending

In case that actual costs incurred for delivering the Deliverables are below the total Agenda 21-22 Task costs stated in the budget, the remaining funds will be kept by CESSDA MO, or in case they have already been paid to the Delivery Partnership, they shall be returned to CESSDA MO.

In the case that the actual Agenda 21-22 Task additional contribution is below the approved 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 the next year and be decided upon in the ongoing funding period and be limited to the end of 2022.

For the avoidance of doubt, even in the case of lower Agenda 21-22 Task total contribution consumption, Deliverables for the Agenda 21-22 Cross-Pillar activities Task CESSDA Resource Directory remain to be delivered as stated in the Partnership Declaration in Annex 2.

12. Change request

The Lead Delivery Partner may request to make a change to the deliverables or to the Agenda 21-22 Task. Such requests must be in writing, using the Request for change template and addressed to CESSDA MO.

CESSDA MO may also propose to change the deliverables or any part of the Agenda 21-22 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 MO this will result in a written confirmation from CESSDA MO, or an Amendment to this Delivery Agreement 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	Swiss Centre of Expertise in FORS	the Social Sciences
Date	 Date	
Signature	Signature	
Name (in block letters)	Name (in block letters)	
Position Position	 Position	

Annex 1: Accession

Main contacts of the Party:

Marijana Glavica, mglavica@ffzg.hr; Irena Kranjec, ikranjec@ffzg.hr

As Witness:

The Parties have caused the Agreement for the Agenda 21-22 Cross-Pillar activities Task CESSDA Resource Directory to be duly signed by the undersigned authorised representatives in separate signature pages.

Croatian Social Science Dat Social Sciences - CROSSDA	ta Archive at The University of Zagreb, Faculty of Humanities and
Date	_
Signature	_
Name (in block letters)	_
Position	_

The Parties have caused the Agreement for the Agenda 21-22 Cross-Pillar activities Task CESSDA Resource Directory to be duly signed by the undersigned authorised representatives in separate signature pages.

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

22.01.2021	
Date	_
Signature RNDr. Tomáš Kostelecký, CS	– с.
Name (in block letters) director	_
Position	_

Main contact of the Party:

Yana Leontiyeva, yana.leontiyeva@soc.cas.cz

The Parties have caused the Agreement for the Agenda 21-22 Cross-Pillar activities Task CESSDA Resource Directory to be duly signed by the undersigned authorised representatives in separate signature pages.

Date
Signature
Name (in block letters)
Position
Main contact of the Party:

Libby Bishop, ElizabethLea.Bishop@gesis.org

Leibniz Institute for the Social Sciences - GESIS

The Parties have caused the Agreement for the Agenda 21-22 Cross-Pillar activities Task CESSDA Resource Directory to be duly signed by the undersigned authorised representatives in separate signature pages.

Social Science Data Archive	of North Macedonia - MK DASS
 Date	
Signature	
Name (in block letters)	
Position	

Klime Babunski, klimeb@isppi.ukim.edu.mk

Main contact of the Party:

The Parties have caused the Agreement for the Agenda 21-22 Cross-Pillar activities Task CESSDA Resource Directory to be duly signed by the undersigned authorised representatives in separate signature pages.

University of Gothenburg, S	Swedish National Data Service - SND	
Date		
Signature		
Name (in block letters)		
Position		
Main contact of the Party:		

Iris Alfredsson, iris.alfredsson@snd.gu.se

Delivery Agreement for the delivery of Agenda 21 -22 Cross-Pillar activities Task CESSDA Resource Directory

Annex 2: Final version of Partnership Declaration



Partnership Declaration

Cross-Pillar activities

CESSDA Resource Directory

Lead delivery partner (SP, main contact)	FORS, Christina Bornatici, christina.bornatici@fors.unil.ch
Delivery partners (SP(s), main contact per SP)	 CROSSDA, Marijana Glavica, mglavica@ffzg.hr; Irena Kranjec, ikranjec@ffzg.hr CSDA, Yana Leontiyeva, yana.leontiyeva@soc.cas.cz GESIS, Libby Bishop, ElizabethLea.Bishop@gesis.org MK-DASS, Klime Babunski, klimeb@isppi.ukim.edu.mk SND, Iris Alfredsson, iris.alfredsson@snd.gu.se
Period of delivery	M1-M24

List of subtasks (according to the CESSDA ERIC Agenda 21-24)	SPs (PMs per subtask)	Travel funding
W&O: Maintenance and regular updates of the CESSDA Resource Directory (M1-M24)	 FORS (1.5 PM) CROSSDA (1 PM) CSDA (1,25 PM) + 0.25 in-kind GESIS (0.5 PM) MK-DASS (0.5 PM) SND (1 PM) 	No travel
Training: Contribution to the Resource Directory (M1-M12)	 FORS (0.5 PM) SND (0.5 PM) CSDA (0.5 PM) 	No travel
3. Tools: Tools Directory (M1-M15)	 CROSSDA (1 PM) SND (0.5 PM) CSDA (0.25 PM) FORS (0.25 PM) 	No travel

Deliverables (according to the CESSDA ERIC Agenda 21-24)	Туре	Dissemination level	Month of delivery	SP responsible for the Deliverable
D1 Resource Directory Policy and Development Strategy	R	PU	M10	FORS
D2 Report on Resource Directory Activities in 2021	R	PU	M12	FORS
D3 Report on Resource Directory Activities in 2022	R	PU	M24	FORS
D4 Resource Directory User Guide	OTHER	PU	M11	FORS

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D5 Resource Directory populated with information about SPs' data archiving tools	OTHER	PU	M10	CROSSDA
D6 Review of Zotero/Resource Directory as a Platform for the Tools Directory	R	PU	M15	CROSSDA

Annex 3: Final version of the Budget

CESSDA Agenda 2021-2024 Overview of W&O tasks for Pa	CESSDA Agenda 2021-2024 Overview of W&O tasks for Period 1 (2021-2022) BUDGET (final based	TA - AG22	and the same	AH - AGSS	200.000	Z) - VQS		KKE - GB		нэ - сы	14 - QS:	1000	3Q - SIS3		DASS - MK	35 - QN		NEKI - HO		KDS - NK		IS - 40V/VO			rtnership clarations		
on final PDs)		n¥	2798	CBC		э		13		н	0		9		WK-	•		V1		n		חרינו			ed De		
	Average PM in EUR	PM	5500.0	PM	1800.0	PM 38	3800.0 P	PM 4000.0	0.0	8000.0	PM 8	8000.0 P	PM 8000.0	.0 PM	1200.0	Wd	7200.0	PM s	5100.0	PM 8:	8500.0	PM 35	3500.0 TOT	TOTAL PM EUR		TOTAL w OH 25%	
Cross pillar collaboration - Widening, Tools, Training	ening, Tools, Training						-														-		-				
	Sub-task I W&O: Maintenance and regular updates of the CESSDA Resource Directory (M1-M24)	0.0	0.00	1.0	1,800.00	1.5 4,7	4,750.00 0	0.0 0.00	1.5	12,000.00	0.0	0.00	0.5 4,000.00	00 00:	00:009	1	7,200.00	0.0	00.00	0.0	0000	0.0	0.00	6.0	30,350.00	37,937.50	
Resource Directory (M1-M24)	Sub-task 2 Training: Contribution to the Resource Directory (M1-M12)	0.0	00.00	0.0	0.00	0.5 1,9	0 00:006'1	0.0 0.00	0.5	4,000.00	0.0	0.00	0.0 0.00	0.0	0.00	0.5	3,600.00	0.0	00.00	0.0	0000	0.0	0.00	1.5	9,500.00	11,875.00	
	Sub-task 3 Tools: Tools Directory (M1-M15)	0.0	0.00	1.0 1	1,800.00	0.25 95	950.00	0.0 0.00	0.25	2,000.00	0.0	0.00	0.0 0.00	0.0	0.00	0.5	3,600.00	0.0	0.00	0.0	0.00	0.0	0.00	2.0	8,350.00	10,437.50	
	Travel										ĺ														00:00	00.0	
	Total Cross Pillar 0.	0.0	00.00	2.0 3,600.00		2.3 7,600.00	00.00	0.0 0.00		2.3 18,000.00 0.0 0.00	0.0		0.5 4,000.00 0.5 600.00	00 0.5	600.00		2.0 14,400.00	0.0	00.0	0.0	000	0.0	0.00	9.5	48,200.00	60,250.00	

Annex 4: Agenda 21-22 description



CESSDA ERIC Agenda 21-24

Activities period 21-22

Description / intro

Document info

Status	Final
Author	Working Group Leaders, Ivana Ilijasic Versic, Vanja Komljenovic
Date	15.12.2020
Licence	N/A
Version	2.0
Dissemination level	Restricted to CESSDA SPs

Version history

Version	Date	Comment	Revised by
0.1	12.10.2020	Draft	Working Group Leaders
0.2	14.10.2020	2nd final draft	Vanja Komljenovic
1.0	14.10.2020	Final for publication	Martina Drascic
1.1	11.12.2020	Revised input for Tools	Mari Kleemola and Vanja Komljenovic
1.2	11.12.2020	Revised input for W&O	Jindrich Krejci and Vanja Komljenovic
1.3	14.12.2020	Revised input for Trust	Herve L'Hours and Vanja Komljenovic
1.4	14.12.2020	Revised input for Training	Irena Vipavc Brvar and Vanja Komljenovic
1.5	15.12.2020	Final numbering and format editing	Vanja Komljenovic and Ivana Ilijasic Versic
2.0	15.12.2020	Final review for publication	Martina Drascic

Disclaimer: conduct of activities in 2022 is subject to available funds decided by CESSDA General Assembly

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Cross-Pillar activities

CESSDA Resource Directory

Sub-task 1 (Widening & Outreach): Maintenance and regular updates of the CESSDA Resource Directory (M1-M24)

The Resource Directory is a structured and documented collection of information on available documents, tools, and support services. In 2021, the team will develop a policy and a development strategy for the RD. The team will also do continuous updates of the RD based on information received from the CESSDA newsletter and based on desk research to include relevant resources from other sources (e.g. from other EU projects, extra-EU archives). Then a comprehensive update will be done in 2022 based on information collected from the SPs and WGs.

DELIVERABLES:

- D1 Resource Directory Policy and Development Strategy (M10, Report, PU)
- D2 Report on Resource Directory Activities in 2021 (M12, Report, PU)
- D3 Report on Resource Directory Activities in 2022 (M24, Report, PU)

Sub-task 2 (Training): Contribution to the Resource Directory (M1-M12)

The team will cooperate with the Training WG to include resources developed by the training WG and to support the usage of the content of the Resource Directory in the DAG. Moreover, the team will develop a user guide to present the Resource Directory, the type of resources collected there and how to find resources (including tools). If Zotero is maintained as the technical solution for displaying the Resource Directory, the guide could also answer questions such as how to find resources within the Zotero library and how to make the best use of Zotero.

DELIVERABLES:

D4 Resource Directory User Guide (M11, Other, PU)

Note: Reports on these activities will be included in W&O Deliverables 2 and 3.

Sub-task 3 (Tools): Tools Directory (M1-M15)

At this stage, the tools directory is envisioned as part of Resource Directory which is under W&O. According to Annex II Obligation 6, SPs are required to share their data archiving tools. This task will collect information on the data archiving and curation tools, services, products, scripts, software, etc., that the SPs have and could share; populate the Resource Directory accordingly; and review how fit for purpose the Zotero/Resource Directory is as a platform for the tools directory, taking into account also outputs from other projects (e.g., TERESAH, SSH Open marketplace and similar initiatives).

DELIVERABLES:

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D5 Resource Directory populated with information about SPs' data archiving tools (M10, Other, PU)

D6 Review of Zotero/Resource Directory as a platform for the tools directory (M15, Report, PU)

Note: Reports on these activities will be included in sub-task 1 Deliverables 2 and 3 of W&O. D1 from sub-task 1 will include a section on tools. Moreover, guidance on how to search for tools will be included in sub-task 2 D4.