



Delivery Agreement

For the delivery of activities of

CESSDA Widening and Outreach Working Group

in

2021 - 2022

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 headquarters 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 Czech Republic whose registered office is at Jilská 1, 110 00 Praha 1, Prague, Czech Republic (hereinafter "**Working Group Leader institution**").

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 activities of the Working Group in 2021 and 2022.

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.

“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 (Widening and Outreach, Trust, Training, Tools and Services) with the main function of coordinating the coherence of tasks and providing advice and support to the Director in the conduct of the work plan tasks.

“Working Group Leader”: Dedicated person, employee of a designated CESSDA Service Provider (in this Agreement, employee of the Working Group Leader institution) considered experts and chosen to lead and coordinate all work and activities of a CESSDA Working Group, acting Group’s formal representative.

“Working Group member”: Dedicated persons, employees of designated CESSDA Service Providers, that participate in work and activities of a CESSDA Working Group, providing their expertise specifically relevant to the Working Group.

3. Standard of Performance

In carrying out the Working Group’s 2021-22 activities, the Working Group Leader and members 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 Working Groups planned goals and activities.

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. Documentation

The Lead Delivery Partner shall document the use of resources and prepare a report on their expenditures, using the template for Final Report provided by CESSDA MO or an alternative considered as suitable and has been approved in advance and in writing by CESSDA MO.

The Working Group Members shall submit relevant information to the Working Group Leader about their activities and expenditures regularly and as internally agreed covering the relevant reporting period.

The Working Group Leader shall prepare a final report to be submitted to CESSDA MO in accordance with the dates specified in Clause [7] below. The reports shall be prepared on the basis of templates provided by CESSDA MO.

6. Continuous reporting

Continuous reporting will be done by the Working Group Leader at the regular monthly coordination calls and meetings between the CESSDA Working Group Leaders and the CESSDA MO.

7. Time schedule

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 [10].

The Working Group Leader shall comply with the following milestones:

- Start date for the activities: 1 January 2021
- Delivery of report for Year 2021: 31 January 2022
- Review of report for Year 2021: 28 February 2022
- Delivery of report for Year 2022: 31 January 2023
- Final review: 28 February 2023.

8. 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:

Martina Drascic; [REDACTED]

Ivana Ilijasic Versic; [REDACTED]

For the Working Group Leader institution:

Working Group Leader: Jindrich Krejci, [REDACTED]

Upon CESSDA's request, the Work Group Leader shall inform CESSDA of the progress and other relevant aspects concerning the delivery of activities, 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 [7] above.

9. Finance

The budget for the completion of the Working Group activities under this Agreement is:

- EUR **29,250.00** in total.

Break-down of cost categories are described in the CESSDA [Working Groups Financial Procedure](#). Payments and reimbursement of the above budget will be made in accordance with it.

The Working Group 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 Working Group. In case that actual costs incurred for delivering the activities are below the total budget, the remaining funds will be kept by CESSDA, or in case they have already been paid to the Working Group, they shall be paid back to CESSDA.

For the avoidance of doubt, payments shall not be considered as final acceptance of the reports on activities.

10. Termination

CESSDA reserves the right to terminate this agreement if the Working Group Leader Institution is in material breach of its obligations under this Agreement or if requested to do so by the CESSDA Director.

11. 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.

12. Amendments

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

13. Assignment

Except with the prior written consent of CESSDA MO, the Working Group Leader Institution shall not assign, novate or otherwise transfer partially or totally any of its rights or obligations under this Agreement.

14. 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.

15. 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 two [2] copies, of which the Working Group Leader institution and CESSDA have received one each.

CESSDA ERIC

26 February 2021



Signature

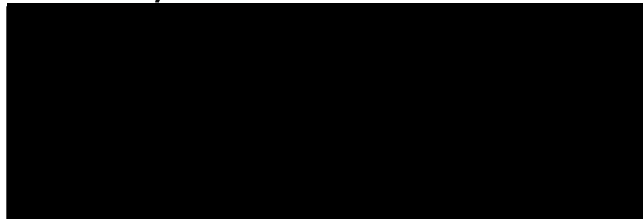
RONALD JACOBUS PAULUS DEKKER

Name

Director

Position

IS CAS / CSDA



TOMÁŠ KOSTELECKÝ

Name

Director

Position

Annex 1: Accession

As Witness:

The Parties have caused the Agreement for the delivery of activities of CESSDA Widening and Outreach Working Group in 2021 - 2022 to be duly signed by the undersigned authorised representatives in separate signature pages.

FORS - Swiss Centre of Expertise in the Social Sciences

Date

Signature

Name (in block letters)

Position

Main contact of the Party:

Brian Kleiner - 

Annex 1: Accession

As Witness:

The Parties have caused the Agreement for the delivery of activities of CESSDA Widening and Outreach Working Group in 2021 - 2022 to be duly signed by the undersigned authorised representatives in separate signature pages.

SND - University of Gothenburg, Swedish National Data Service

Date

Signature

Name (in block letters)

Position

Main contact of the Party:

Iris Alfredsson - 

Annex 2: Final version of Working Group Proposal for activities in 2021-2022



Widening and Outreach Working Group 2021-22 proposal

Purpose and Background (Description of plan)	[Redacted content]		
Title and duration (from - to)	Widening and Outreach Working Group 2021 01.01.2021 - 31.12.2022 Lead: Czech Social Science Data Archive (CSDA) Main contact: Jindrich Krejci, [Redacted]		
Participants	Person Month efforts	Personnel costs (cost per unit) in Euros	Travel and other costs (coordinated by CESSDA) - Travel and meetings funded separately by Main Office (reimbursement)
1. CSDA - WG Lead	2.0	3,800	
2. FORS	[Redacted]		
3. SND	[Redacted]		
OH per category (25%)		5,850	
Sum per category	4,0	29,250	
Total cost	29,250		

