



Delivery Agreement

For the delivery of the
Agenda 2023 Priorities

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 at Solheimsgaten 16, 5058 Bergen, Norway (Hereinafter "**CESSDA**"),
and
- (2) **ČSDA**, 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 361/1, 110 00 Praha 1, Czech Republic (hereinafter "Lead Delivery Partner 1").
- (3) **UL, FDV/ADP**, University of Ljubljana, Faculty of Social Sciences, Social Science Data Archives - UL, FDV/ADP, incorporated under the laws of Slovenia, whose registered office is at Kardeljeva ploščad 5, 1000 Ljubljana, Slovenia (hereinafter "Lead Delivery Partner 2").
- (4) **TAU-FSD**, Tampere University Foundation sr (represented by the Finnish Social Science Data Archive), incorporated under the laws of Finland whose registered office is at Tampere University, Kalevantie 4, 33014 Tampere University, Finland (hereinafter "Lead Delivery Partner 3").
- (5) **UKDS**, 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 "Lead Delivery Partner 4").
- (6) **AUSSDA**, The Austrian Social Science Data Archive - AUSSDA, at University of Vienna, Vienna University Library and Archive Services, incorporated under the laws of Austria whose registered office is at Universitätsring 1, 1010 Wien, Austria (hereinafter "Delivery Partner").
- (7) **DANS**, 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").
- (8) **FORS**, 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").
- (9) **GESIS**, Leibniz Institute for the Social Sciences - GESIS, incorporated under the laws of Germany whose registered office is at B6,4-5 68159 Mannheim, Germany (hereinafter "Delivery Partner").
- (10) **SND**, 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.

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 2023 Priorities.

2. Definitions

"Agenda 2023 Priorities": the services and activities prioritised for 2023, excluding the "CESSDA Maintenance" activities, approved for funding by CESSDA ERIC based on CESSDA General Assembly approved budget.

"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 deliveries, if set in the Agenda 2023 Priorities 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 group of Delivery Partners joining this Agreement.

"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.

“Lead Delivery Partners”: partners representing the institutions employing CESSDA Working Group Leaders, who are leading the activities under the respective CESSDA Working Group scope.

“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 outcomes and providing advice and support to the Director in conduct of the Agenda 2023 Priorities.

3. Standard of Performance

In carrying out the Agenda 2023 Priorities activities, 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 2023 Priorities 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. Results and Deliverables

The Delivery Partnership shall carry out activities and deliver the results and Deliverables in accordance with the final Agenda 2023 Priorities list of activities, attached to this Agreement as Annex 2. In case of ambiguity or conflict, 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 2023 Priorities and this Agreement.

The Lead Delivery Partners shall bear the overall responsibility for the provision of any results or 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 Partners about their activities and expenditures regularly and as internally agreed covering the relevant reporting period.

The Lead Delivery Partners 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

Periodic reviews can be set up during the year and performed by the Lead Delivery Partners and CESSDA MO.

Based on the conclusions derived from the Periodical review meetings CESSDA MO 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 Partners to CESSDA, a final review shall be conducted by CESSDA MO. 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 all the results, 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 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 results or Deliverables, for which the Main Office will set a deadline. If a positive recommendation is issued following the submission of the improved results or 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 results or 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 2023 Priorities activities: 01 January 2023.
- Delivery of the final report: 31 January 2024
- Final review: 29 February 2024
- Issue of a final recommendation: 30 March 2024

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 2023 Priorities activities:

For CESSDA: Name, email address

For the Lead Delivery Partner 1: Name, email address

For the Lead Delivery Partner 2: Name, email address

For the Lead Delivery Partner 3: Name, email address

For the Lead Delivery Partner 4: Name, email address

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 2023 Priorities activities and delivery of the results under this Agreement is 139,690.88 EUR, as presented in Annex 2 of this Agreement. The Agenda 2023 Priorities costs shall be paid proportionally in accordance with the following schedule:

- 50% shall be paid after the Agreement has been duly signed by CESSDA MO and Leading Delivery Partners.
- Up to 50% (depending on financial claims) shall be paid after the a positive recommendation following the final review after M12.

The budget under this Agreement shall be revised after June 2023 General Assembly meeting and decisions made by the GA. New activities, budgetary categories and/or Delivery Partners may be introduced.

The Delivery Partnership is responsible for the management of the total budget dedicated for the implementation of the Agenda 2023 Priorities, attached as Annex 2 to this Agreement and is liable for any losses. All Agenda 2023 Priorities costs and contributions must be justified and supported by relevant documentation to be provided by the Delivery Partnership.

11.1. Overspending

Overspending of the Agenda 2023 Priorities total budget is not allowed. Redistribution of Agenda 2023 Priorities costs is allowed within the Delivery Partnership but it needs prior approval by CESSDA MO. Redistribution of Agenda 2023 Priorities additional contribution is not allowed.

11.2. Underspending

In case that actual costs incurred for delivering the results and Deliverables are below the total Agenda 2023 Priorities 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.

12. Change request

The Lead Delivery Partners may request to make a change to the deliverables or to the Agenda 2023 Priorities. 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 2023 Priorities, 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 Partners 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 Partners 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, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year as below specified.

On behalf of:

CESSDA ERIC

Name:

Position: Director

Date:

Signature:

IS CAS-ČSDA

Name:

Position: Director

Date:

Signature:

UL, FDV/ADP

Name:

Position: Dean

Date:

Signature:

TAU-FSD

Name:

Position: Vice President

Date:

Signature:

UKDS

Name:

Position: Deputy Director Research Support

Date:

Signature:

Annex 1: Accession

As Witness:

The Parties have caused the Agreement for the Agenda 2023 Priorities to be duly signed by the undersigned authorised representatives in separate signature pages.

AUSSDA

Name:

Position: Head of Vienna University Library and Archive Services

Date:

Signature:

Main contact of the Party:
Name, email address

Annex 1: Accession

As Witness:

The Parties have caused the Agreement for the Agenda 2023 Priorities to be duly signed by the undersigned authorised representatives in separate signature pages.

DANS

Name

Position: Director of DANS

Date:

Signature:

Main contact of the Party:

Name, email address

Annex 1: Accession

As Witness:

The Parties have caused the Agreement for the Agenda 2023 Priorities to be duly signed by the undersigned authorised representatives in separate signature pages.

FORS

Name

Position: Head of FORS Data Service

Date:

Signature:

Main contact of the Party:

Name, email address

Annex 1: Accession

As Witness:

The Parties have caused the Agreement for the Agenda 2023 Priorities to be duly signed by the undersigned authorised representatives in separate signature pages.

GESIS

Name

Position: President

Date:

Signature:

Main contact of the Party:

Name, email address

Annex 1: Accession

As Witness:

The Parties have caused the Agreement for the Agenda 2023 Priorities to be duly signed by the undersigned authorised representatives in separate signature pages.

SND

Name

Position: Director of SND

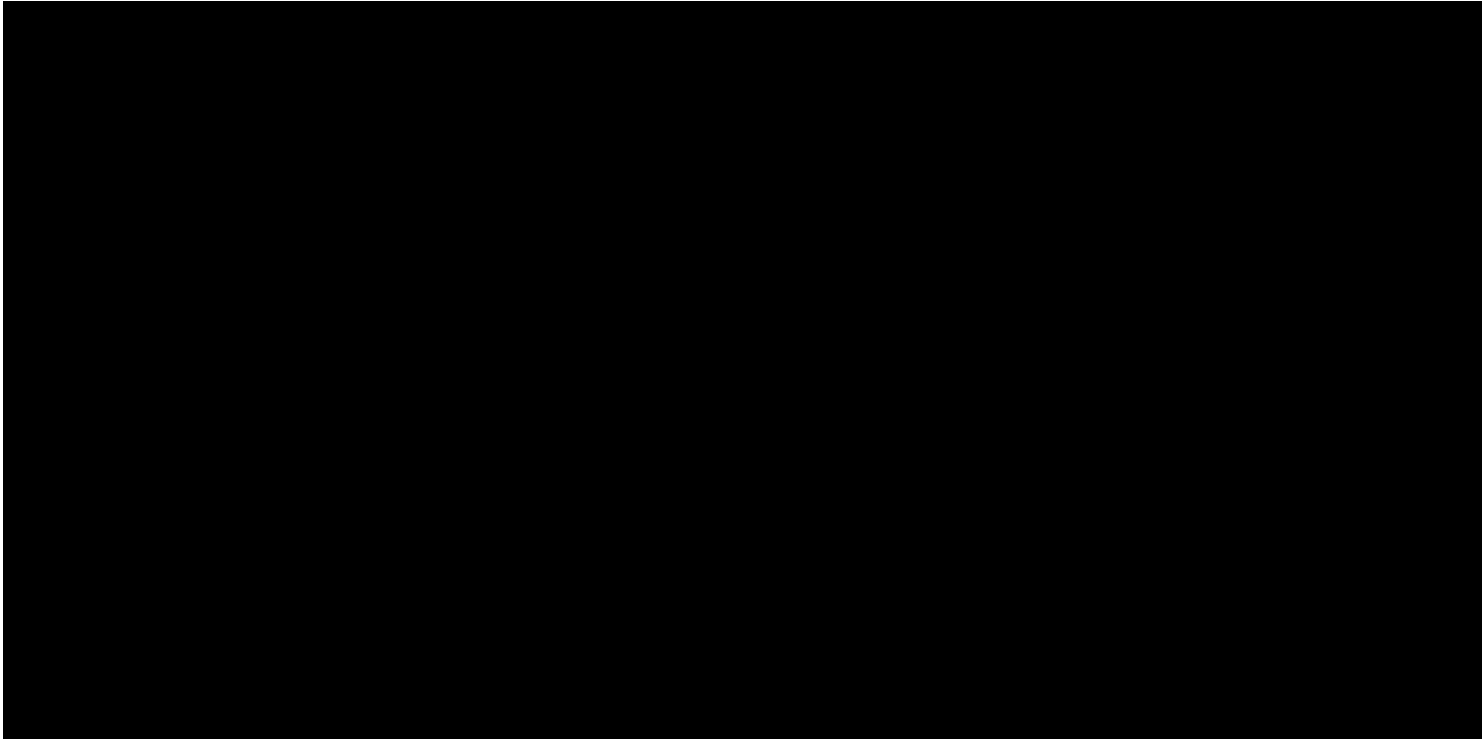
Date:

Signature:

Main contact of the Party:

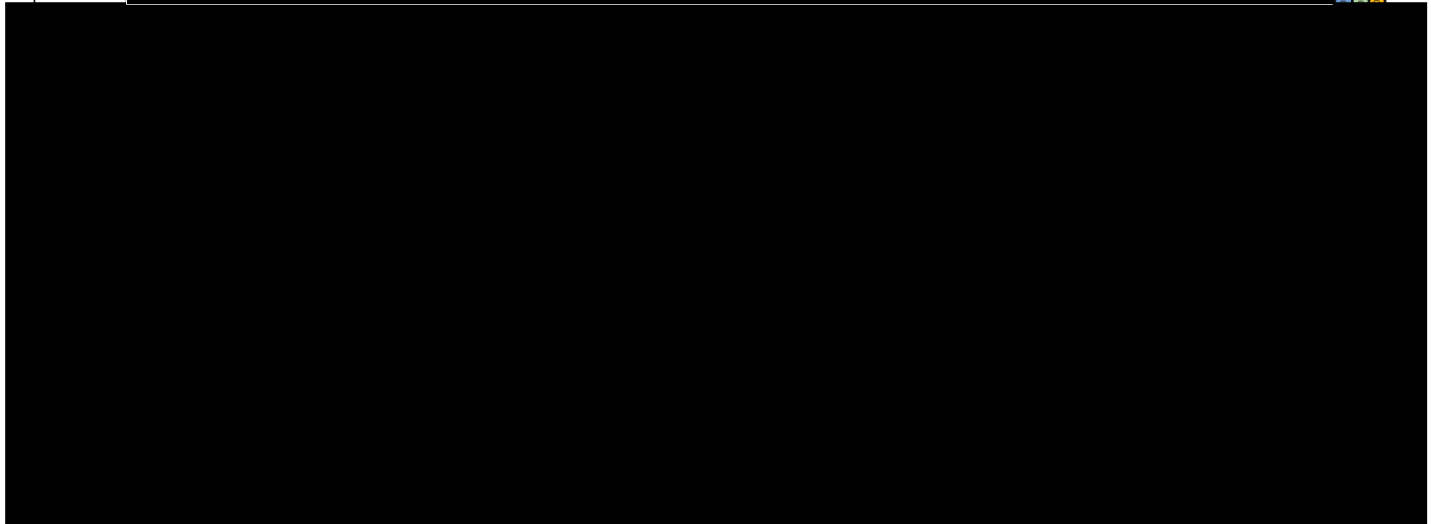
Name, email address

Annex 2: Agenda 2023 Priorities list of activities and budget allocated

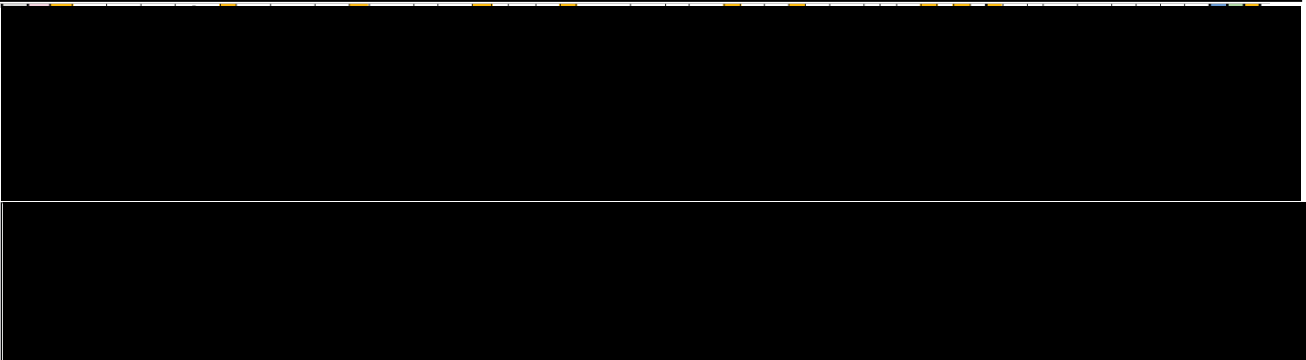


CSBA - CZ

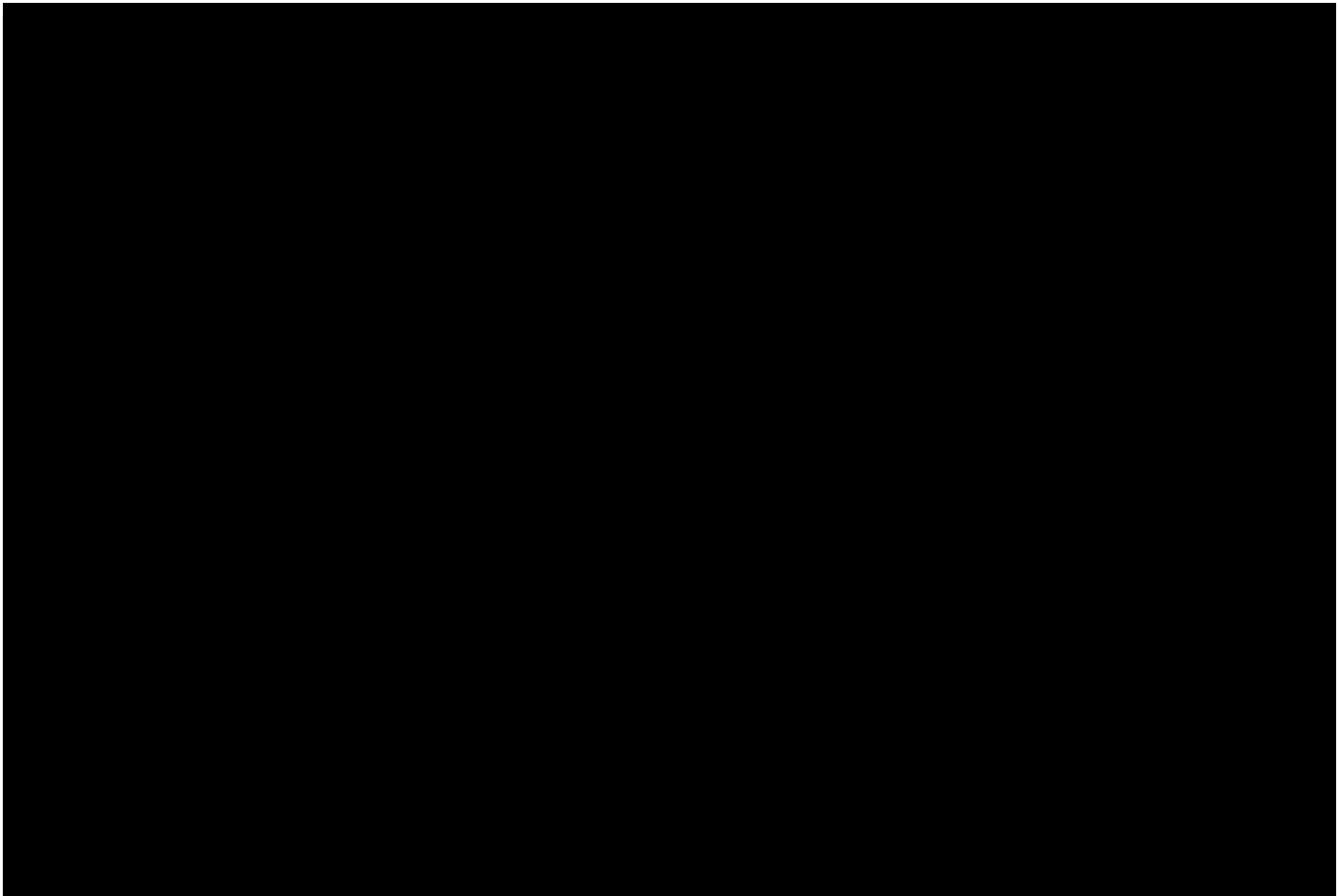
2.10 936000
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1048750



CES SDA Agenda 2021 -2024
Overview of Priorities for Period 2 (2023) - BUDGET



Annex 2a: PMs and budget allocated per Service provider (Summary)



CSDA - CZ

2.15	9,990.00
	2,457.50
	12,487.50

CESSDA Agenda 2021-2024

Overview of Priorities for Period 2
(2023) - BUDGET

Total actual costs per SP
OH (25%)
TOTAL PER SP