



MINISTRY OF EDUCATION,  
YOUTH AND SPORTS

## **Delivery Agreement**

**For the delivery of the  
Support to Kyiv Archive as part of the  
CESSDA Priorities 2023**

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) **Social Indicators Center**, the implementer of the Kyiv Archive project, incorporated under the laws of Ukraine, whose registered office is at address 21/14 Lomonosova Street, Apartment 29, Kyiv, 03127, Ukraine (hereinafter “**Lead Delivery Partner**”).
- (3) **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 “**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 21 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 Support to Kyiv Archive as part of the CESSDA Priorities 2023.

## 2. Definitions

“**Priorities 2023**”: 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 Priorities 2023 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 (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 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 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. Deliverables**

There are no specified deliverables for this work. The deliverables can be agreed among CESSDA MO, the Social Indicators Center - Kyiv Archive and ČSDA during the year, if necessary.

#### **6. Documentation**

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 to be provided by CESSDA MO.

#### **7. Periodic review**

Periodic reviews can be set up during the year and performed by the 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 Partner 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 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 will formulate a recommendation to be shared with the Delivery Partnership.

In case of a positive recommendation, the work will be considered finalised.

In case of a negative recommendation, the final approval may be withheld, and extra activities might be requested, for which the Main Office will set a deadline.

If a negative recommendation is issued following the submission of the extra activities, 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 Partner shall comply with the following milestones:

- Start date for the work: 1st January 2023 (retroactively)
- Delivery of the final report: 31 January 2024
- Final review: 29 February 2024
- Issue of a final recommendation: 15 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 support to the Kyiv Archive:

For CESSDA: Martina Drascic Capar

For the Lead Delivery Partner: Yulia Sakhno,

For the Delivery Partner: Yana Leontiyeva.

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 Support to the Kyiv Archive under this Agreement is EUR 27.720,00, of which:

- EUR ██████████ will be provided by CESSDA ERIC as direct funding;
- EUR 7.800.00, as additional in-kind contribution will be provided by the Delivery Partner ČSDA. An in-kind contribution is provided as part of the project LM2023046 Czech Social Science Data Archive / European Social Survey - Czech Republic (acronym: CSDA/ESS-CZ), which is financed from the funds for large research infrastructures in the Large Research Infrastructure Projects program, the provider of which is Czech Republic -

Ministry of Education, Youth and Sports with registered office at Karmelitská 529/5,  
Prague 1 – Malá Strana, ZIP code 118 00, ID number 00022985.

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

- 100% of the direct funding shall be paid to Lead Delivery Partner after the Agreement has been duly signed by CESSDA MO and Delivery Partners.
- Delivery Partner ČSDA will provide additional contribution up to the amount allocated in this Agreement.

The Lead Delivery Partner is responsible for the management of the total budget dedicated for the implementation of the CESSDA support to Kyiv Archive work, attached as Annex 3 to this Agreement and is liable for any losses. All costs and additional contributions must be justified and supported by relevant documentation to be provided by the Delivery Partner.

#### **11.1. Overspending**

Overspending of the CESSDA support to the Kyiv Archive total budget is not allowed. Redistribution of CESSDA support to the Kyiv Archive support costs is not allowed.

#### **11.2. Underspending**

In case that actual costs incurred for delivering the results are below the total allocated costs stated in the budget, the remaining funds shall be returned to CESSDA MO.

In the case that the actual additional contribution of the Delivery Partner ČSDA is below or above the approved additional contribution stated in the budget, the Delivery Partner will report the actual additional contribution.

#### **12. Change request**

The Lead Delivery Partner and Delivery Partner may request to make a change. Such requests must be in writing, using the Request for change template and addressed to CESSDA MO.

CESSDA MO may also propose changes, 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 Partner 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**

The ownership of the data and metadata created under the scope of this project will be resolved between the Delivery Partners in a separate bilateral agreement.

#### **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 the 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 three [3] originals, of which the Lead Delivery Partner, the Delivery Partner and CESSDA have received one each.

**CESSDA ERIC**

**Social Indicators Center**

Date

Date

Signature

Signature

Bonnie Wolff Boenisch

Oleksandr Shcherbatiuk

Director

Head of Social Indicators Center

## Annex 1: Accession

### As Witness:

The Parties have caused the Delivery Agreement for the delivery of Support to Kyiv Archive as part of the CESSDA Priorities 2023 to be duly signed by the undersigned authorised representatives in separate signature pages.

ČSDA

-----  
Date

-----  
Signature

\_\_\_Jindřich Krejčí\_\_\_\_\_

Name (in block letters)

\_\_\_Director\_\_\_\_\_

Position

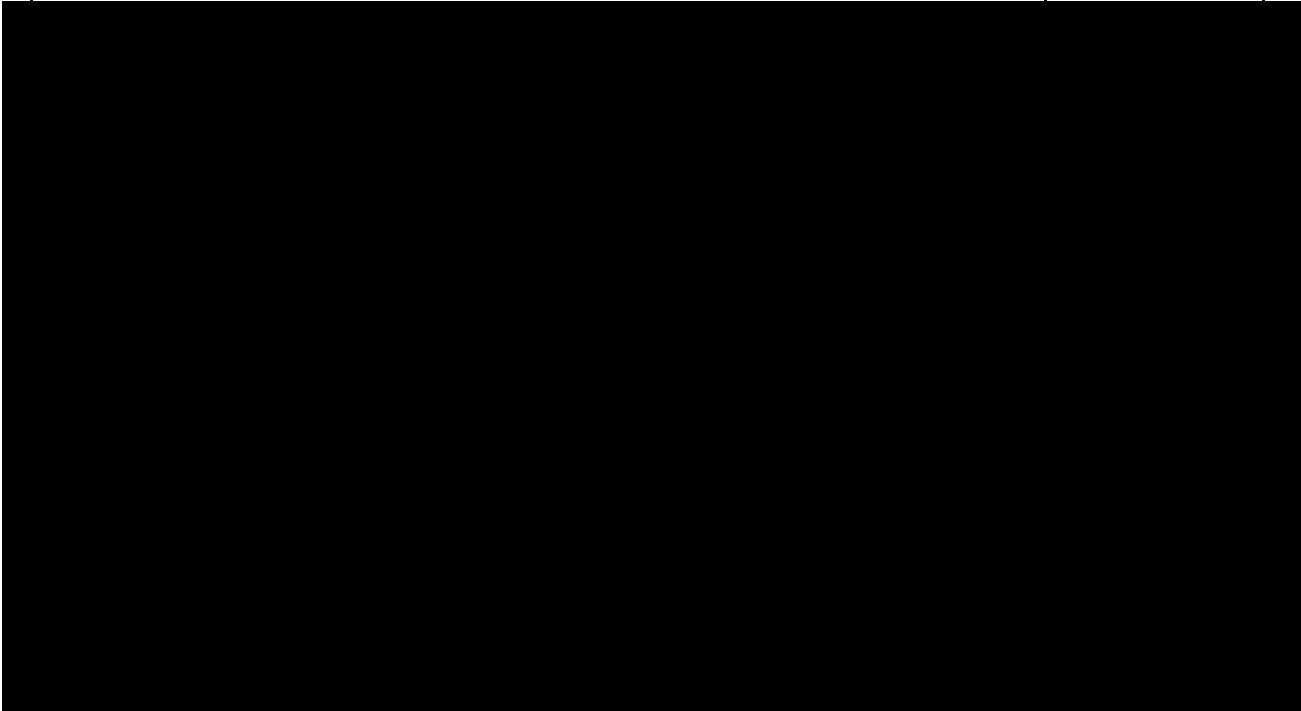
Main contact of the Party:

*[name and surname] [email address]*



## Annex 2: Details of work under the scope of this Agreement

Activities:	2023 (person months)
-------------	----------------------------



### Annex 3: Final version of the Budget

List of Tasks (according to the CESSDA ERIC Priorities 2023)	SPs (PMs per subtask)	Funding
---	-----------------------	---------

