

# Memorandum of Understanding

On the establishment of a

## **CONSORTIUM OF EUROPEAN SOCIAL SCIENCE DATA ARCHIVES**

1. The undersigned parties to this non-binding Memorandum of Understanding (MoU) have expressed their intention to collaborate within a Consortium of European Social Science Data Archives (CESSDA). The non-binding nature of the MoU implies that contributions to the CESSDA will be voluntary and that the use of the term “consortium” does not imply any legal obligation for the undersigned parties.
2. The objective of CESSDA is to provide a comprehensive, distributed and integrated social science data research infrastructure which will facilitate and support research, teaching and learning of the highest quality throughout the social sciences in the European Research Area.
3. The collaboration is the result of discussions between the signatories following the MoU on *preparing* the Consortium of European Social Science Data Archives-European Research Infrastructure Consortium (CESSDA-ERIC), signed in Brussels on 29 June 2010.
4. The signatories below are of the opinion that the most convenient legal form for CESSDA would be a European Research Infrastructure Consortium (an ERIC) in accordance with articles 187 and 188 of the Treaty establishing the European Community and Council Regulation (EC) No. 723/2009 of 25 June 2009 on the Community Legal Framework for a European Research Infrastructure. To this end the signatories have prepared the statutes for the CESSDA-ERIC, including annexes that are part of the statutes, see Annex 7 to Attachment 1 to this MoU. However a CESSDA-ERIC can for the time being not be established and hosted in Norway.<sup>1</sup>
5. Due to the legal situation described in article 4, the signatories intend, on a provisional non-binding basis, to collaborate within a CESSDA prior to the establishment of an ERIC. The CESSDA will conduct its business according to the statutes (and annexes,

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<sup>1</sup> Switzerland has signed the MoU, but has at the same time informed the other parties to the MoU that Switzerland, due to legal reasons, cannot become a member of an ERIC for the time being.

see Attachment) that have been prepared for the future CESSDA-ERIC. Minor adjustments have been made to ensure compliance with Norwegian company law.

6. The Norwegian Ministry of Education and Research will establish a Norwegian limited liability company (aksjeselskap) CESSDA AS as the legal vehicle for the CESSDA collaboration. CESSDA AS will give administrative support to the CESSDA organs, be the employer of the CESSDA director and any other staff in Norway, and will enter into contracts with third parties. CESSDA AS will be liquidated when the CESSDA-ERIC is established.
7. The parties agree that the CESSDA, as soon as the above mentioned Council regulation is amended and the host country Norway has implemented the regulation, will be transformed to a European Research Infrastructure Consortium (ERIC), and that the CESSDA in its provisional form will then cease to exist. If, contrary to expectation, the CESSDA-ERIC is not established, by 31 December 2014, the signatories will, by 30 June 2015, by majority vote, make a new decision on the legal form of the future CESSDA collaboration.
8. As sole owner of the CESSDA AS shares, the Norwegian Ministry of Education and Research has all the voting rights at the company's General Assembly. Once the CESSDA Consortium's Board of Directors is elected, the Ministry will, as the company's General Assembly, appoint the same persons as Board of Directors of CESSDA AS, in compliance with the Norwegian Limited Companies Act §20-6 relating to gender balance. In so far as it is compatible with Norwegian law, the Ministry will, if needed, use its power at the company's general assembly to ensure the implementation of the decisions made by CESSDA's General Assembly or Board of Directors.
9. The Norwegian Ministry of Education and Research will cover all costs related to the establishment and liquidation of CESSDA AS, and will ensure that the Company is either exempted from any obligation to pay VAT, or that any VAT paid is refunded to the Company. The signatories have the intention to ensure that the director of CESSDA and any other staff employed by CESSDA AS will be offered similar employment contracts from the CESSDA-ERIC when it is established and CESSDA AS is liquidated.
10. All assets of CESSDA AS, other than the share capital belonging to the Norwegian Ministry of Education and Research, will be transferred to the ERIC foreseen in article 6 when it is established. If CESSDA AS is liquidated without the establishment of an ERIC, the assets other than the share capital will be returned to the contributors still party to the CESSDA, proportionally to their last annual contribution.

11. This MoU may be amended by written agreement of the signatories. The MoU is written in English only, and the original signed MoU is deposited with the Norwegian Ministry of Education and Research.

Signature:

For  
The Ministry of Education and Research, Norway

Signed at 5. March 2013  
in Oslo

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Kari Balke Øiseth  
Director General

For

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Signed at \_\_\_\_\_

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in \_\_\_\_\_

Attachment: Statutes for CESSDA (including Annex 1-6)