

## Contract for the Work Done No. UKRUK/189578/2019

Concluded in accordance with article 2586 et seq. of Act No. 89/2012 Coll., civil code, as amended

### **Charles University**

Ovocný trh 560/5, 116 36 Prague 1

It concerns: Centrum pro otázky životního prostředí (The Environment Centre) (hereinafter referred to as “COŽP”)

Registration number: 00216208

VAT registration number: CZ00216208

Bank details: Česká spořitelna, a.s.

Account number: 4226594399/0800

Represented by: Ing. Miroslava Oliveriusová, bursar

Person authorised to act in technical matters: Mgr. Milan Ščasný, PhD, email: [milan.scasny@czp.cuni.cz](mailto:milan.scasny@czp.cuni.cz), telephone: 724 698 015 (hereinafter referred to as the “Authorised Agent”) (hereinafter referred to as the “Client”)

and

### **European National Panel s.r.o.**

Chlumčanského 497/5, Libeň (Praha 8), 180 00 Prague

Registration number: 24309427

VAT registration number: CZ 24309427

Registration in the commercial register: C 195288 led by the Municipal Court in Prague

Bank details: Československá obchodní banka, a.s.,

Account number: 251734666/0300

Represented by: Jan Tuček, Tomáš Hynčica

Person authorised to act in technical matters: Zdeno Ruzbacky, email: [ruzbacky@narodnipanel.cz](mailto:ruzbacky@narodnipanel.cz), mobile: +420 725 251 701 (hereinafter referred to as the “Authorised Agent”)

(hereinafter referred to as the “Contractor”)

conclude the present contract for the work done (hereinafter referred to as the “Contract”)

### **Article I.** **Subject of the Contract**

1. The subject of the present Contract is recruitment of a representative sample of respondents from an internet panel of the Economic Operator (hereinafter referred to as the “Contractor”) and ensuring their participation in an electronic survey carried out by the Client in cooperation with partners involved in a project called *CO-designing the Assessment of Climate Change costs — COACCH* supported by the European Commission's Framework Programme on

Research and Innovation Horizon 2020. The subject of the present Contract in accordance with the previous sentence is hereinafter also referred to as “*the Work*”, “*Performance*” or also “*Subject of Performance*”.

2. Recruitment of respondents shall be carried by the Contractor from an actively administered panel for the target country/countries Spain i.e. a panel, in which the identity of respondents is verified at recruitment and possibly during the respondent's participation in the panel (e.g. research questions checking one of the indicators provided in the registration questionnaire, a telephone check or a check of the uniqueness of the provided bank account number), and in which it is checked that each respondent can carry out not more than two surveys a week, however not more than 36 surveys a year. The Contractor undertakes to use the active panel/s in the target country/countries that he stated in the proposal.
3. The selection of respondents shall be representative of the target country/countries based on quota sampling with unrestricted quotas for the following socio-demographic characteristics of the adult population (population aged 18-65 years):
  - i. Region – not less than 6 and not more than 14 categories,
  - ii. Size of the place of residence – not less than 3 categories,
  - iii. Age – not less than 3 categories,
  - iv. Sex – 2 categories,
  - v. Education – not less than 3 categories, where the lowest category shall corresponds to the definition specified in Annex 1 to this Contract.
4. The Contractor shall first carry out recruitment for a pilot survey approximately 1 to 2 weeks before the main wave of collection; approximately 200 respondents in the target country/countries shall be recruited for the pilot survey, the remaining recruitment up to the total number of 3200 valid surveys proposed by the Contractor will be carried out for the main wave of the survey/surveys and potential additional recruitment. The numbers of respondents have to comply with the following parameters:
  - i. division of the recruited respondents proposed between surveys I and III has to correspond to the 55:45 ratio. Survey I shall be carried out in two waves as follows: in the first wave, approximately 400 valid surveys will be executed and the remaining number of recruited respondents for survey I (i.e. the remainder up to required proportion of 55%) will be used in the second wave;
5. A valid survey means recruitment of a respondent who completed a questionnaire which was not eliminated during data cleansing involving elimination of incomplete entries, entries with logical inconsistencies and “*speeders*”, i.e. questionnaires completed in less than 48% of median of the completion time.
6. The survey itself shall be carried out through a fully operational inquiry platform of the Client (a web application). The Contractor's task is to:
  - i. Redirect respondents selected based on a quota rule to the questionnaire website (a link provided by the Client),
  - ii. Continuously provide outgoing links from the web application to the Contractor's environment (after completion of a questionnaire, or in case of termination due to quotas or a screen out) and to record redirecting of respondents,
  - iii. Continuously check the fulfilment of quotas or to adjust their values through Client's web interface. Fulfilment of quotas can be monitored in real-time.

- iv. Carry out additional recruitment after a check for incomplete entries, entries with logical inconsistencies and “speeders”, i.e. questionnaires completed in shorter time than other questionnaires; these will be identified in accordance with recommendations of Survey Sampling International (2013)<sup>1</sup> as questionnaires with median of completion time of below 48%.

7. Part of performing the work is also the following:

- i. Provision of data used by the Contractor to set the quotas;
- ii. Drawing up a technical report on the process of recruitment, which will contain information about ensuring respondents' motivation and about the ratio of the number of invited respondents to the number of respondents who participated in the Client's survey (i.e. non-response), for each survey, within 14 days after the recruitment ended.

## **Article II.**

### **Timeframe and performance of the work**

1. The Contractor undertakes to perform the contract according to the timetable shown in the table. The period of execution ends on 30<sup>th</sup> December 2019 at the latest.

**Table – Timeframe**

<b>Activity</b>	<b>Execution deadline</b>
Recruitment of respondents for the pilot survey (N = approximately 200)	within 10 calendar days after the Client's inquiry platform (web application) is made available for the pilot survey
Recruitment of respondents for the main wave of the survey, including potential additional recruitment	within 25 calendar days after the Client's inquiry platform (a web application) is made available for the main wave
Technical report on the course of recruitment	within 10 calendar days following the end of recruitment (additional recruitment)

2. If recruitment for more surveys is carried out in a target country under this Contract, the schedule above applies to each survey separately.

3. The contract will be performed by submitting the last of the deliverables (technical report on the last recruitment) by the Contractor to the Authorised Agent of the Client. On receipt and handover of the work, a written record will be made, which will be signed for the Contractor and for the Client by their respective Authorised Agents persons and will mention possible defects and backlogs in the work.

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<sup>1</sup> Survey Sampling International. (2013). Speeding (SSI POV). Available at [http://www.surveysampling.com/ssi-media/Corporate/POVs-2012/Speeding\\_POV](http://www.surveysampling.com/ssi-media/Corporate/POVs-2012/Speeding_POV)

### **Article III. Contractor's rights and obligations**

1. The Contractor is obliged to do the work at their own expense and at their own risk for the price, within deadlines and under conditions referred to in the Contract.
2. The Contractor must not commence the execution of the work itself without Client' notification about finalising the questionnaire for the pilot survey and for the main wave.
3. While performing the work, the Contractor advances independently in determination of the manner in which the work is done. However, the Contractor undertakes to respect sub-requirements of the Client concerning how the recruitment is conducted, as long as the costs do not exceed the agreed price for the performance of the contract and as long as they do not fail to comply with legal rules and the present Contract.
4. The Contractor may entrust performance of certain tasks to another entity as long as he stated performance through a sub-contractor in the proposal for the public contract in question and at the same time, the Contractor must not entrust performance of any task to a third party other than a sub-contractor. In case of performance of the tasks by another person, the Contractor retains full liability as if he did the work himself.
5. The Contractor is not responsible for application of the survey results in scientific or research practice of the Client and is not responsible for data and results interpretation by the Client.
6. The Contractor is liable for defects of the work when it is transmitted.

### **Article IV. Client's rights and obligations**

1. The Client undertakes to take the work performed over and to pay the agreed sum to the Contractor in accordance with article V hereof.
2. The Client undertakes to provide cooperation to the Contractor in the extent necessary to achieve performance of the contract and the purpose of the present Contract. The Client undertakes to respond to Contractor's requirements concerning confirmation of the research instruments and used methodology and to try to avoid unnecessary delays.
3. The Client undertakes to provide all the information necessary for due performance of the contract to the Contractor. This provision also applies to informing the Contractor about any facts that could affect the subject of the Contract, so that the Contractor could take these facts into account while doing the work.
4. The Client shall not be liable for damage caused to third parties by the Contractor in performance of the Contract.

### **Article V. Contract Price, Invoicing and Payment Conditions**

1. Total amount to be paid for the work done is:

Price excluding VAT: 388 000 CZK 388 000 (in words: three hundred eighty eight thousands Czech crowns)

21% VAT: CZK 81 480 (in words: eighty one thousand four hundred eighty Czech crowns)

Price including VAT: CZK 469 480 (in words: four hundred sixty nine thousands four hundred eighty Czech crowns).

The total amount to be paid in accordance with paragraph 1 of this article includes all costs related to the performance of the contract. The total price is the maximum permissible amount and can be exceeded only in connection with a change in VAT legislation.

2. The payment shall be made by a bank transfer based on an invoice – a tax document drawn up by the Contractor after performing the Contract, i.e. after the signature of a handover protocol for the last part in accordance with article II(3). The maturity of the invoice is 30 days from the date of its receipt by the Client.
3. The price for the performance shall be paid by the Client based on an invoice drawn up by the Contractor on the date of receipt of the subject of the Contract, free from defects and backlogs.
4. The invoice must contain all the requirements for an accounting and tax document within the meaning of relevant legislation, and in particular Act No. 235/2004 Coll., concerning the value-added tax, as amended.
5. The invoice shall include:
  - Reference number of the document,
  - Name and head office of the Client and the Contractor,
  - Scope and subject of the work,
  - Contract number and date of its conclusion,
  - Date of issue of the tax document, maturity date and date of chargeable event,
  - Bank identification and account number, to which the payment is to be made (see the header hereof) and which is published on the website of the tax administrator in a manner allowing remote access,
  - Unit prices in CZK, excluding VAT, quantity, tax base, tax rate and its amount and the total price with VAT added,
  - Contractor's and Client's registration number and VAT registration number,
  - Signature of the Authorised Agent.
6. The Client is entitled to return the invoice to the Contractor within the period for payment for corrections without getting into default in payment. In such case, a new period for payment starts from the day duly corrected documents are delivered to the Client.
7. Invoicing address is the following: Univerzita Karlova, Ovocný trh 560/5, Prague 1, 116 36; postal address for sending the invoice: Univerzita Karlova, Centrum pro otázky životního prostředí, J. Martího 2/407, 162 00 Prague 6.
8. In case the Contractor becomes an unreliable payer within the meaning of article 106a of Act No. 235/2004 Coll., concerning the value-added tax, as amended, he is obliged to immediately inform the Client in writing. If the Contractor is registered as an unreliable payer on the date of chargeable event, part of the price for performing this Contract corresponding to the unpaid VAT will be paid directly to the account of the tax administrator in accordance with the provisions of article 109a of Act No. 235/2004 Coll., concerning the value-added tax, as amended. The total price for performance under this Contract will be decreased by this amount and the Contractor will receive the Client's price for the ordered performance under this Contract, excluding VAT: In case the Contractor becomes an unreliable payer, within the meaning of this article, the Client is entitled to withdraw from the Contract at the same time.

## **Article VI.**

### **Penalties**

1. The Client is entitled to a contractual penalty in the amount of 0.05% of the total price of the work for each day of delay in fulfilling the Contractor's obligations arising from the provisions of article II hereof.
2. The Client is entitled to a contractual penalty in the amount of 10% of the total price of the work for breaching any obligation of the Contractor referred to in article III hereof.
3. The Contractor is entitled to a contractual penalty in the amount to 0.05% of the total price of the work for each day of delay in fulfilling the Client's obligations arising from the provisions of article V hereof.
4. The Client is entitled to withdraw from this Contract if the Contractor breaches any of the obligations referred to in article III hereof, and the withdrawal will be given effect on the date of receipt of the written notification of the withdrawal to the Contractor.
5. Payment of any contractual penalty under this Contract is without prejudice to the Client's right to compensation for damage sustained or assessment of the loss.
6. The Client is entitled to unilaterally set off any claims on the Contractor against the price for the work or its part.

## **Article VII.**

### **Final provisions**

1. The present Contract and obligations arising hereunder are governed by Czech law.
2. The court having local jurisdiction in case of disputes arising from this Contract is the court having local jurisdiction based on the head office of the Client.
3. The contracting parties mutually undertake to keep received personal data, information of a commercially confidential nature, as well as other information of commercial, manufacturing or technical nature protected and classified towards third parties, unless these are commonly available or generally known.
4. Any amendments or appendices to this Contract shall be made in writing and agreed by both contractual parties.
5. All the documents under the Contract shall be sent to the addresses of the Client and of the Contractor stated in the header hereof.
6. The present Contract is concluded electronically by appending electronic signatures of both contractual parties within the meaning of article 6(2) of Act No. 297/2016 Coll., as amended, unless the contractual parties agree otherwise.
7. The Contract shall enter into force on the date on which it is signed by the last contracting party and shall become effective from the date on which it is published in the register of contracts in accordance with the following paragraph of the present article.
8. The Contracting Parties take note that this Contract requires publication in the register of contracts in accordance with Act. No.340/2015 Coll., as amended, and agree with such publication. The full text of the Contract will be made public. The Client shall arrange for sending the Contract to the register of contracts immediately after the Contract comes into force. At the same time, the

Contractor undertakes to inform the Contractor about the registration of the Contract by sending, without undue delay, a copy of a certificate of the publication of the Contract to the Contractor, after he receives it himself, or possibly he will fill the Contractor's data box ID in the appropriate box with on the accompanying form for the registration of the Contract (in such case, both contractual parties will receive the certificate of the registration from the registry administrator at the same time).

9. Annex I is an integral part hereof – Attained levels of education corresponding to the “lowest attained level of education”.

Done in Prague, on

Done in Prague, on 12.8.2019

For the Client

Ing. Miroslava Oliveriusová

For the Contractor

Jan Tuček, Tomáš Hynčica

#### **Annex I - Attained levels of education corresponding to the “lowest attained level of education”**

Country	Levels representing the lowest attained level of education
United Kingdom	[1] No qualifications, and left school before the age of 14 [2] No qualifications, and left school after the age of 14 [3] One or more of the following: CSEs below Grade 1; GCSEs Grades A-C or below or equivalent, O Levels, NVQ Level 1; GNVQ or GSVQ Foundation Level; BTEC or SCOTVEC First or General Certificate RSA Levels 1-3 City & Guilds Part 1 YT or YTP Certificate
Czech Republic	[1] Neúplné základní a bez vzdělání (Early basic school-leaving or without education). [2] Základní (Basic). [3] Vyučení bez maturity (Vocational training school without a secondary school-leaving exam). [4] Střední odborné bez maturity (Vocational secondary school without a secondary school-leaving exam).
Slovak Republic	[1] Bez školského vzdelenia (Without school education) [2] Základné (Basic school) [3] Učňovské bez maturity (Vocational training school without a secondary school-leaving exam) [4] Odborné bez maturity (Vocational secondary school without a secondary school-leaving exam)
Austria	[1] Kein Abschluss [2] Volksschulabschluss [3] Abschluss der Hauptschule, Neuen Mittelschule oder Volksschuloberstufe (8. Schulstufe) [4] Abschluss der Polytechnischen Schule bzw.einer einjährigen mittleren Schule (9. Schulstufe) [5] Abschluss der AHS-Unterstufe (8. Schulstufe an einem Gymnasium)

Spain	[1] Menos que educación primaria (Lower than primary education) [2] Educación primaria (Primary education) [3] Educación secundaria baja (Lower secondary education)
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