



**J SSM-2021**

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**SUBCONTRACTOR AGREEMENT**

**between**

**ICF S.A.**

**&**

**The Institute of Sociology, Czech Academy Of Sciences**



## Subcontractor Agreement

This Subcontractor Agreement and all documents incorporated herein ("Agreement") is valid on the date of its signature by the authorised representatives of both Parties.

Between

**ICF SA** ('ICF' or the 'Contractor' for the purpose of the Prime Contract as defined hereafter).

ICF is incorporated in Belgium (TVA BE 0820347311) with its principal and registered office located at 17 Avenue Marnix, 1000 Bruxelles, Belgium.

and

**The Institute of Sociology, Czech Academy Of Sciences**, ("Subcontractor"), located at Jilská 361/1, 110 00 Prague 1. Czech Republic.

**WHEREAS**, ICF has entered into an agreement ("Prime Contract") to provide services to its client, DG EMPLOYMENT ("Client") and wishes to utilize the Subcontractor's services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### 1. SUBCONTRACTOR OBLIGATIONS

- 1.1 The Subcontractor shall provide the services in accordance with the Agreement.
- 1.2 The Subcontractor shall meet the performance requirements in the enclosed Statement of Work, at Schedule A (the "Services"). The Subcontractor hereby warrants that the Services shall be of professional quality and performed in a manner consistent with generally accepted industry standards.
- 1.3 The Subcontractor shall not do, or omit to do, anything in relation to this Agreement or its other activities which may bring the standing or reputation of ICF into disrepute or attract adverse publicity to ICF. Services that are not accepted by ICF shall be promptly re-performed at no charge to ICF. If the Subcontractor is unable to perform the Services as warranted, ICF shall be entitled, in addition to other remedies, to recover any fees paid to Subcontractor for that portion of the Services which fail to conform to the warranty.
- 1.4 This Agreement may be varied at any time subject to written agreement from both parties.

### 2. CONTRACT PERIOD

- 2.1 The Agreement shall commence on **04<sup>th</sup> February 2022** and shall remain in effect until **04<sup>th</sup> November 2022** unless earlier terminated in accordance with Section 12 of this Agreement. Time is of the essence in performance of the Services. Any terms of this Agreement which by their nature extend beyond its termination shall survive such termination.
- 2.2 This Agreement may be extended subject to written agreement from both parties.

### 3. PAYMENT

- 3.1 ICF shall pay the Subcontractor for the acceptable performance of Services as provided in Schedule B.



- 3.2 The Subcontractor shall submit invoices, with originals of all supporting documents (if applicable) to ICF according to the schedule given in Schedule B. ICF shall not be required to pay for charges that are not invoiced in a timely manner.
- 3.3 The Subcontractor's acceptance of final payment hereunder constitutes a release of all claims which the Subcontractor may have against ICF relating to this Agreement.

#### **4. PERSONNEL**

- 4.1 The Subcontractor staff will be fully-qualified for, and experienced in, the tasks to which they are assigned, will adopt professional standards of conduct and will comply with all applicable laws and regulations.
- 4.2 ICF may identify key personnel of the Subcontractor to perform the Services. The Subcontractor shall not replace any of the key personnel without the prior written approval of ICF. The Subcontractor shall, at no additional charge, remove or replace any member of staff who, in the sole opinion of ICF, is not qualified to perform the Services, or in accordance with Client instructions.
- 4.3 The Subcontractor shall ensure that its staff working at premises of ICF or the Client shall comply with all relevant policies at such premises, including personal conduct, work place safety and security policies.

#### **5. CLIENT TERMS**

- 5.1 The Subcontractor assumes toward ICF all obligations and responsibilities that ICF assumes toward its Client in the terms and conditions of the Prime Contract insofar they as they relate to the Services. The terms of the Prime Contract are incorporated as Schedule D. In the event of any conflict between the terms of this Agreement and those of the Prime Contract, the terms of the Agreement shall prevail.
- 5.2 The Subcontractor shall not communicate with the Client regarding the Services except as expressly authorized in writing by ICF

#### **6. INTELLECTUAL PROPERTY**

- 6.1 The Subcontractor hereby assigns to ICF all documentation, software, ideas and all other material first produced by the Subcontractor under this Agreement (collectively "Deliverables"). All Deliverables shall be the exclusive property of the Client (via ICF) who shall retain and own all copyright, patent, trade secret, trademark and any other intellectual property right in the Deliverables. The Subcontractor hereby unconditionally and irrevocably waives all its moral rights in respect of the Deliverables.
- 6.2 The Subcontractor shall procure any third-party rights in respect of the Deliverables that it requires to execute the Deliverables.
- 6.3 ICF acknowledges that, in the course of performance of the Agreement, the Subcontractor may use pre-existing products, materials and methodologies proprietary to the Subcontractor ("Pre-existing Works"). To the extent the Subcontractor provides any Pre-existing Works hereunder, the Subcontractor hereby grants to the Client (via ICF) a nonexclusive, worldwide, perpetual, irrevocable paid-up licence to use such Pre-existing Works in any medium and to grant others the rights granted therein.
- 6.4 Where Pre-existing Works do exist, the Subcontractor shall provide a list to ICF with the following information/documents, as applicable:
  - Title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify origin easily.
  - Full identity of author, developer, creator, translator, date entry possible, graphic designer, publisher, editor, and/or photographer, as applicable.
  - Copy of the licence to use the product or reference to it.
  - Agreement transferring the right to the product to the Contractor
  - Text of the disclaimer notice.



- 6.5 The Subcontractor warrants that none of the Services will infringe the intellectual property rights of any third party.

## 7. ACCURACY OF INFORMATION

- 7.1 The Subcontractor shall be entirely responsible for the accuracy of all drawings, documentation and information from any source supplied to ICF by the Subcontractor in connection with the performance of the Services.
- 7.2 Upon Request from ICF, The Subcontractor shall share all drawings, documentation and information, including interviews, from all sources in connection with the performance of the Services.

## 8. CONFIDENTIALITY

- 8.1 The following provisions apply to proprietary and/or confidential information ("Confidential Information"):
- 8.2 The term "Confidential Information" shall mean confidential and/or proprietary information owned or controlled by an ICF Group Company (whereas "ICF Group Company" is defined as any of the subsidiaries, partners or holdings owned wholly or in part by ICF) or Client, including any business or development plans, software and associated documentation. ICF will disclose the Confidential Information to the Subcontractor for the sole purpose of the Subcontractor providing the Services. All Deliverables, other than Pre-existing Works, provided by the Subcontractor are deemed to be Confidential Information owned by ICF.
- 8.3 The parties agree that the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure or use.
- 8.4 All rights, title and interest in the Confidential Information are reserved by ICF. Subcontractor will not use Confidential Information disclosed to it to benefit itself or others, except for the limited purpose of performance of the Services. The Subcontractor will not copy, distribute or disclose such Confidential Information to any third party. The Subcontractor shall exercise at least the same standard of care to prevent the disclosure or misuse of the Confidential Information as it exercises to prevent the disclosure or misuse of its own confidential information, but in no event shall the Subcontractor exercise less than reasonable care.
- 8.5 All Confidential Information and copies thereof shall be returned to ICF upon expiry of termination of this Agreement, or earlier at the initiation of the Subcontractor, or upon the Subcontractor's receipt of a written request from ICF.
- 8.6 The Subcontractor acknowledges that unauthorized disclosure or use of the Confidential Information could cause ICF irreparable harm and significant damage, which damage may be difficult for ICF to quantify, prove or recover. Therefore, Subcontractor agrees that, in addition to all other rights and remedies ICF may have, ICF shall have the right to seek and obtain immediate injunctive relief for any breach of this Agreement. ICF shall also have the right to recover from the Subcontractor all of ICF reasonable attorney and other legal fees.

Confidentiality obligations will survive termination of this Agreement for a period of 5 years.

## 9. DATA PROTECTION

- 9.1 The Subcontractor will ensure that its personnel (including subcontractor personnel) consent to ICF outsourced travel providers, outsourced security advisors and any ICF Group Company holding and processing data including any sensitive personal data (as defined in the Data Protection Legislation as defined hereafter) relating to such personnel which come into the lawful possession of ICF as a consequence of this Agreement for legal, administrative and management purposes, including performance of the Prime Contract.
- 9.2 The Subcontractor consents in its own right, and will procure the consent of its personnel to ICF making such information available to ICF or any ICF Group company outsourced travel providers and outsourced security advisors in furtherance of ICF's legitimate business

interests, regulatory authorities and governmental organisations, including transfers outside the European Economic Area.

9.3 If the performance of its obligations under this Agreement requires the processing of personal data, the Subcontractor will comply with the applicable Data Protection Legislation and shall:

- a) act only on the instructions of ICF as data controller;
- b) not delete, transfer, remove or otherwise process any of ICF 's data, except in accordance with ICF 's instructions or the terms of the Agreement;
- c) permit ICF or ICF 's representative at any time to have access to the premises, systems, equipment or facilities where the Subcontractor, or its subcontractors process the personal data for security review and verification purposes; and
- d) inform ICF immediately if at any time there is a breach or suspected breach of this clause, or any personal data is or is suspected to be lost, corrupted, used or disclosed to a third party otherwise than in accordance with this Agreement. The Subcontractor will ensure that its personnel (including subcontractor personnel) consent to ICF, ICF outsourced travel providers, outsourced security advisors and ICF holding and processing data including any sensitive personal data (as defined in the Data Protection Legislation) relating to such personnel which come into the lawful possession of ICF as a consequence of this Agreement for legal, administrative and management purposes, including performance of the Prime Contract. The Subcontractor shall keep indemnified ICF against all loss and damage incurred by ICF as a result of the Subcontractor's failure to abide by the Data Protection Legislation and this clause 9.3.

9.4 **"Data Protection Legislation"** means the the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or GDPR) (as amended from time to time) and any legislation implementing the GDPR in any country.

## 10. FRAUD

- 10.1 The Subcontractor shall comply with and complete ICF's Anti-Fraud and Corruption Policy Statement attached as Schedule E and return it to ICF along with this Agreement.
- 10.2 The Subcontractor will not offer, give or agree to give, directly or indirectly, to ICF, its employees, agents, contractors, associates, partners or vendors anything of value to influence improperly the actions of ICF or any other party. The Subcontractor shall ensure that its personnel, including any subcontractors, if any, are aware of, and will comply with, ICF's Anti-Fraud and Corruption policy. ICF's Anti-Fraud & Corruption Policy Statement is attached to the email accompanying this Agreement.

## 11. CONFLICT OF INTEREST

- 11.1 The Subcontractor warrants that neither entering into this Agreement nor performance of the Services will result in an actual or apparent conflict of interest (whether or not the conflict existed before signature of the Agreement or otherwise) likely to prejudice the independence and objectivity of the Subcontractor or cause the Subcontractor to act contrary to the best interests of ICF in performance of the Services. The Subcontractor warrants that it will promptly notify ICF of any such actual or apparent conflict of interest of which it becomes aware after the execution of this Agreement.
- 11.2 The Subcontractor shall not, directly or indirectly, offer, promise to pay, pay or authorize the payment of any compensation, or give anything of value, to any official, agent or employee of any government, government agency or political party, or anyone else on behalf of, or for the benefit of, ICF. The Subcontractor shall not solicit nor accept anything of value in exchange for improper performance of a function as a subcontractor to ICF.

## 12. TERMINATION



- 12.1 ICF may at its sole convenience terminate this Agreement, in whole or in part, with thirty (30) days' prior written notice and require the Subcontractor to cease performance of the Services. In such event, the Subcontractor shall be paid only for Services properly performed and delivered prior to such termination.
- 12.2 ICF may terminate this Agreement in whole or in part, upon written notice to the Subcontractor, in the event that the Subcontractor fails to adhere strictly to the terms and conditions of the Agreement; fails to make progress so as to endanger the timely completion of the Services and fails to take appropriate corrective action within three (3) calendar days; repetitively fails to maintain timely progress of the Services; or in the event of any proceedings against the Subcontractor due to bankruptcy or insolvency or similar circumstances, or the appointment of a receiver or trustee or assignment for the benefit of creditors.

### **13. FORCE MAJEURE**

- 13.1 The parties shall not be liable under this Agreement for failure to perform their obligations due to causes beyond their reasonable control. If this occurs, the affected party shall notify the other party in writing without delay and provide such reasonable assistance, as it is able to, to enable the continuation of the Services under this Agreement.

### **14. INDEMNITIES AND INSURANCE**

- 14.1 The Subcontractor shall forever defend, hold harmless and indemnify ICF its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all injury, death, loss, damages, claim or suit including but not limited expenses, legal fees and other costs arising from or related to this Agreement, or misconduct related to its performance under this Agreement or the breach thereof.
- 14.2 From the date of this Agreement the Subcontractor agrees to procure and maintain insurance policies as specified in Schedule C. Cover under such policies shall relate to the risks of providing the Services including any necessary auto policy endorsement in relation to the use of private vehicles for business purposes.
- 14.3 The Subcontractor acknowledges and accepts that failure to obtain and maintain insurance policies as specified in Schedule C, including but not limited to statutory Employers' Liability and Auto policies endorsed for business use of private vehicles, may expose the Subcontractor to personal and financial liability including without limitation, liability for death, personal injury, sickness, damage to property, or other indirect or consequential damages for claims arising from performance of the Services. In the event of failure to maintain the insurance policies as specified in Schedule C the Subcontractor agrees to forever discharge, indemnify and hold harmless ICF its subsidiaries and affiliates, officers, directors, employees and agents from any liability, claim, and demands of whatever kind or nature, either in law or equity, which may arise from or relate to the Contractor's performance or non-performance of the Services.

### **15. SUBCONTRACTOR'S STATUS**

- 15.1 The Subcontractor is an independent contractor and shall not be deemed a partner, agent or employee of any ICF or any ICF Group Company or any Client for any purpose and the Subcontractor shall not claim such status.
- 15.2 The Subcontractor accepts that this Agreement is a contract for the provision of services and not a contract of employment and, accordingly, the Subcontractor shall be fully responsible for and shall indemnify ICF or any ICF Group Company and the Client for:
  - i. all income tax, national insurance and social security contributions, VAT/Service Tax and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, including but not limited to costs, expenses, legal fees penalties or fine or interest incurred by ICF or any ICF Group Company in connection with such liability, deduction, contribution, assessment or claim; and

- ii. liability arising from claims relating to employment status (including costs and expenses) brought by any individual against ICF or any ICF Group Company or Client in connection with the Services.
- 15.3 The Subcontractor warrants that its financial interest in any other business, trade, profession or occupation during the term of the Agreement shall not:
  - i. cause a breach of the Subcontractor's obligations under the Agreement; or
  - ii. relate to business which is similar to, or in any way competitive with, the business of ICF without the prior written consent of ICF.

## 16. GENERAL

- 16.1 The Subcontractor shall not assign or subcontract this Agreement, in whole or in part, without the prior written approval of ICF.
- 16.2 During the term of this Agreement, and for a period of twelve (12) months after its expiry of termination, the Subcontractor will not, directly or indirectly, solicit, attempt to solicit, divert or hire away any person employed by ICF or any ICF Group Company.
- 16.3 During the term of this Agreement, and after its expiry of termination, the Subcontractor shall not attempt to solicit any past or current clients of ICF or any ICF Group Company for the same work or to provide services and/or goods or products to such Client that compete with the Services and/or goods or derivatives performed by or the products provided by the Contractor.
- 16.4 In the event of a dispute, each party agrees to have an authorized representative empowered to resolve the dispute meet for a period of not more than three (3) calendar days to resolve the dispute. Should the dispute resolution be unsuccessful, the matter may be submitted to any court of competent jurisdiction or an alternative dispute resolution panel. No oral or written representation made during the course of any panel proceeding or other settlement negotiation shall constitute a party admission.
- 16.5 This Agreement shall be governed by, and construed in accordance with, the laws of Belgium, and to the sole jurisdiction of the courts of Belgium.
- 16.6 It is not intended that the Agreement, either expressly or by implication, shall confer any benefit on any person who is not a party to the Agreement and, accordingly, the Contracts (Rights of Third Parties) Act 1999 and all substantively similar legislation shall not apply.
- 16.7 Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between parties hereto which supersedes all prior understandings, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.
- 16.8 All terms and conditions in this Agreement shall be extended to employees of the Subcontractor.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

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**FOR AND ON BEHALF OF**

**ICF S.A.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**FOR AND ON BEHALF OF:**

**Subcontractor**

\_\_\_\_\_  
**Signature**

Mgr. Jindřich Krejčí, Ph.D.  
**Name**

17. 3. 2022  
**Date**



## SCHEDULE A: STATEMENT OF WORK

### RN 2022: Beyond Income Poverty: Subjective Poverty and Indebtedness

#### Executive Summary

The **Social Situation Monitor (SSM)** is an instrument that provides DG EMPL with evidence that meets strategic needs. The SSM helps policy-makers in the Member States and at EU level to track and understand change. Its research is published in locations such as the Employment and Social Developments in Europe (ESDE) reports, the Quarterly reviews of ESDE and the European Semester.

The SSM is delivered in four tasks. Task 1 consists of delivering research notes, Task 2 in organising research seminars, Task 3 in providing statistical support and Task 4 in disseminating findings.

Academic experts may be engaged to deliver research notes or provide additional contribution such as peer review activities.

#### The Requirement for research notes

ICF and the European Commission expect Research Notes delivered respecting the highest standards of quality. Research Notes must meet certain quality criteria to be accepted. Research Notes are expected to:

- Be relevant for current or future policy issues;
- Present relevant research questions;
- Explain and justify the proposed choice of methods, data sources, target groups of analysis and geographic coverage;
- Be delivered in high editorial standard;
- Be up to 40 pages in length;
- Be complemented by a factsheet of two pages with an abstract;
- Be delivered with the datasets and executable files in STATA (do-files) or any other statistical software used to reproduce the analytical results (e.g. charts, tables).

#### ICF Responsibilities for the delivery of research notes

ICF is responsible for managing the production process of the Research Notes. The process follows the steps below:

1. Principal Investigators (PIs) submit a research proposal;
2. Scoping call with the PI and the DG EMPL to check availability and feasibility of the research within specified deadlines and clarify further details of the proposal to DG EMPL;
3. Briefing call between PI and ICF for contractual arrangement;
4. Biweekly review call between PI and ICF;
5. Stage 1 QA (ICF and DG EMPL) and draft infographic;
6. Final stage – QA by the Peer Review Board

#### Subcontractor Responsibilities for the delivery of research notes (RNs)

**Martina Mysíková** shall:

1. Act as Principal Investigator and conduct the work and report to ICF's Contract Manager;
2. Attend calls as required by the European Commission and ICF to discuss progress made, obstacles and solutions proposed;
3. Perform quality assurance on all aspects of the Research Note, including language and methods;



4. Ensure that the work is performed in line with the specific requirements, agreed between the PIs and ICF via emails, such as quality, deadlines and costs
5. Any amendment to the scope of work that has budgetary implications must be previously agreed with ICF
6. If engaged for Peer Review activity of other authors' research notes, offer feedback on the research design, research questions and quality within the agreed time by email with ICF.

### **Contract Management and Monitoring (Governance)**

ICF will monitor progress made through the biweekly calls to identify risks, issues and work on potential solutions.

### **Timetable for the production of Research Notes**

The production of the Research Notes should follow the below timelines:

1. To deliver Draft 1 (D1) of the Research by the agreed deadline;
2. To address any feedback on D1 within one week of receiving them;
3. To deliver Draft 2 (D1) of the Research by the due date communicated by ICF;

Deadlines may be amended by DG EMPL. The payment is done at the end of the process once the final draft is approved and all the deliverables requested are submitted by PIs.

### **Timetable for any Peer review activity**

Any PI may be asked if interested and available to peer review a research note of a PI different from his/her research institution. Timelines will be agreed in advance between ICF and the peer reviewer according to his/her availability. The remuneration of the peer review activity will be done according to the same day rate agreed for the research notes and the amount of time budgeted will be agreed between ICF and the PI

### **Skills and Knowledge Transfer**

The Research Notes must respect the open data principle, namely, results from the empirical analysis must be reproducible by other researchers. Therefore, the PI must deliver along with the final draft an explanatory note and/or routines to reproduce outputs such as tables, charts, etc. In particular, if the analysis were done using statistical software such as Stata, R, SAS, SPSS, Python or other, the PI should provide the dofiles/coding.

## SCHEDULE B: FEE SCHEDULE

### Project costs

The contract shall be executed according to the number of days used by the category of staff. However, the total **amount for fees per research note shall not exceed the agreed budget.**

The daily fee rates are shown in the table below.

Expert Name	Day Rate	Number of Days	Total
<b>Martina Mysiková</b>	<b>€600</b>	34	€ 20,400
Total			€ 20,400

### Invoices

Invoices for fees should be submitted at the following milestones:

- Delivery of services by the end of the contract

Invoices should be in EURO.

Invoices should contain the following information:

1. Invoice Date
2. Invoice number
3. Project reference number & Purchase order Number **J330300962/PO330833977**
4. Summary of milestone
5. Currency (EURO)
6. Sub-total
7. Total
8. VAT registration number (if applicable & registered with VAT)
9. ICF S.A Vat Number is BE 0820 347 311
10. Bank details

No payment made by ICF to the Subcontractor under this contract shall be construed as evidence of acceptance of the service or a waiver of ICF's right to demand the correction of any deficiency in the services.

Invoices shall be referenced with the each **Project reference number 330300962 & Purchase order Number 330833977**. Invoices should be separately issued for each unique project and shall be submitted for approval by ICF's Project Coordinator [**Facundo Herrera**] copying [Belgium-AccountsPayable@icf.com](mailto:Belgium-AccountsPayable@icf.com) and addressed:

Accounts Department  
ICF SA  
17 Avenue Marnix,  
1000 Bruxelles, Belgium

- a) Payments will be made to Sub-contractors within thirty (30) days of the invoice date subject to receipt of corresponding funds from the Client and acceptance of the Services by ICF.



- b) ICF undertakes to pay normal bank charges for the transmission of funds to Subcontractor. ICF cannot accept any responsibility for charges deducted from payments by Subcontractor's own bank or agent.
- c) ICF shall pay to the Subcontractor as per information mentioned in vendor setup form.
- d) Any disallowances by the Client directly attributable to Subcontractor will be deducted from payments. Subcontractor will assist in appealing and re-invoicing for any such disallowance. In the performance of the Services, Subcontractor is entirely responsible for maintaining accounting standards which are acceptable to ICF and the Client.



## **SCHEDULE C**

### **INSURANCE REQUIREMENTS**

**INSURANCE** During the term hereof, Subcontractor shall maintain the following minimum insurance coverage and limits of liability unless otherwise stated herein:

- I. Professional Liability, Errors and Omissions insurance in an amount not less than equivalent 10 million CZK per occurrence.

## SCHEDULE D MANDATORY CONTRACT FLOW-DOWN REQUIREMENTS

The requirements as set forth in the attached Prime Contract's General Conditions are incorporated herein by reference.

**In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean "Subcontractor", the term "Contracting Authority" shall mean "ICF", and the term "Contract" shall mean this Agreement.**



Flow down  
terms\_euro.pdf

## SCHEDULE E: CONTRACTOR, SUBCONTRACTOR AND AGENT DECLARATION

### Third Party Integrity and Compliance Undertaking

In accordance with ICF's code of conduct and the company's compliance with the UK Bribery Act 2010, ICF is compelled to obtain an undertaking from all third parties, including contractors, consultants, subcontractors, agents and brokers, that they have no conflicts of interest (related-party relationship), have received and read ICF's Anti-Fraud and Corruption Policy Statement and understand that ICF has a zero-tolerance policy towards any illegal or unethical activity, including fraud and corruption.



ICF Anti-Corruption  
Policy\_External.pdf

ICF's conflict of interest policy requires the disclosure of any related-party relationship between the third party and ICF or with ICF's clients. For the avoidance of doubt, the definition of a related party is partners/spouses, children, siblings and parents who work for ICF. In addition, the third party will be deemed to have a conflict of interest with an ICF client if the client employs a related party or has a shareholding, directorship, employment or any other form of operational position with the client.

A disclosure of a conflict of interest does not necessarily preclude the third party from working with ICF. ICF requires transparency in its dealings with third parties and acknowledges that conflicts of interest can be managed.

1. To the best of your knowledge, is there any related-party relationship between the third party and ICF, its agents, brokers, partners, vendors or ICF's clients. **Yes/No\***

By signing this undertaking you acknowledge that you are aware of what constitutes a corrupt act or is determined a bribe and will abide by ICF's policy at all times to ensure 100% compliance with the UK Bribery Act 2010. You must disclose, with full details, whether any of the following apply to you or the company that you represent as the third party:

2. You are a Defendant in any current litigation. **Yes/No\***
3. You are insolvent or have been declared bankrupt in the last six (6) years. **Yes/No\***
4. You are currently debarred, blacklisted or sanctioned by any organisation or government. **Yes/No\***
5. You are under any current criminal, regulatory or other investigation. **Yes/No\***
6. You have any criminal record. **Yes/No\***
7. The credentials (CVs, certificates, profiles and work history) are accurate. **Yes/No\***

\* Delete where necessary for the 7 questions above.



I certify that all of the answers provided in the undertaking are true, complete and correct.

I understand that it may be a criminal offence to enter into a contract with ICF if any of the above information provided is knowingly inaccurate and may cause the immediate cancellation of the contract.

I understand that confirmation of my responses to questions on this undertaking may be sought and I agree not to assert any claims or causes of action of any kind against ICF, its agents, ICF's employees and the individuals contacted, arising out of their background enquiries.

I further release and forever discharge ICF, its agents, ICF's employees and the individuals and companies contacted as part of the enquiries, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever arising from ICF's investigation of the company and/or my credentials.

I am aware that I must make a full disclosure on all the relevant information above and where I have indicated that I am aware that there may be a potential conflict. Any failure to provide full and complete information may result in appropriate action being taken against me and/or my company.

I acknowledge that it is my responsibility to ensure that if there are any changes to my circumstances or I become aware of a real or potential conflict of interest I must inform ICF immediately.

**Subcontractor Name:**                    **The Institute of Sociology, Czech Academy Of Sciences**

Signature:                                    Mgr. Jindřich Krejčí, Ph.D., director

Date:    17. 3. 2022