

## **Contract for the 2012 SHARE Wave 5 Survey**

The Consortium of Contractors of the Survey of Health, Ageing and Retirement in Europe (SHARE-ERIC), Warandelaan 2, 5037 AB Tilburg, P.O. Box 90153, 5000 LE Tilburg, The Netherlands

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in the sequel referred to as

- SHARE -

and

Survey agency name:

Mailing address:

Legal representative:

Phone:

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in the sequel referred to as

- SURVEY AGENCY -

have agreed as follows:

### 1. SUBJECT

The Survey of Health, Ageing, and Retirement in Europe (SHARE) is a study that explores people's experiences as they grow older in countries across Europe from Sweden in the North to Greece in the South. SHARE is based on best practice technologies in the participating countries. The objective is to build a SHARE research infrastructure as a fundamental and innovative resource for science and public policy.

SURVEY AGENCY will carry out interviews of a median length of 80 minutes plus a drop-off questionnaire in accordance with the regulations set out in this contract and Annex 1 ("Specifications"). SURVEY AGENCY may be contracted to collect additional, nationally specific data or carry out survey methodological research. The content thereof will then be

specified in a separate contract. SURVEY AGENCY will specifically be entrusted to perform the survey in

*the Czech Republic (COUNTRY).*

For this task, SURVEY AGENCY is assigned a Country Team Leader (CTL) for all immediate coordination and inquiries regarding the subject of this contract. CTL for COUNTRY is

*Radim Bohacek, PhD, Economics Institute of the Czech Academy of Sciences,  
Politických veznu 7, 111 21 Prague 1, the Czech Republic*

## 2. CONDITIONS

SURVEY AGENCY will be required to carry out the required tasks by itself in accordance with the provisions set out in this contract and its annexes; all deliverables specified in the annexes to be submitted by SURVEY AGENCY shall be written in English, unless specified otherwise in the annexes. Any subcontracting by SURVEY AGENCY requires explicit and written approval by the CTL.

The SHARE Wave 5 Survey consists of two samples, the longitudinal sample and the refresher sample. Unless stated otherwise the conditions specified in this contract and the annexes will refer to both samples.

This contract comprises the following components:

- Table 1: Unit Payment for the Longitudinal Sample
- Table 2: Unit Payment for the Refresher Sample
- Annex 1: Specifications and Deliverables

In the event of any conflict between the provisions of the annexes of this contract and any provision of this part of the contract, the latter shall take precedence. The parties may only modify this contract or any of its annexes in writing signed by an authorized representative of each party.

## 3. COMMENCEMENT DATE AND DEADLINE

Interviews are scheduled to commence in October 2012 after National Training Sessions (NTS, see Annex 1) have been conducted and must be completed by 30 June 2013. Specific deadlines for milestones and/or special deliverables are specified in Annex 1. Completion status is determined by SHARE Coordination in collaboration with the CTL and SURVEY AGENCY. Should fieldwork be incomplete at the completion date, SHARE Coordination reserves the right to charge SURVEY AGENCY a flat rate of 2000 Euro for each additional month of fieldwork to compensate for central services provided by SHARE Coordination and partners (CentERdata).

## 4. SAMPLE SIZE AND PAYMENT

Payments cover the longitudinal sample (4.1) and the refresher sample (4.2). They are due in three instalments including applicable VAT (4.3). For technical definitions in this section see Annex 1.

4.1 The **minimum net sample size** of the **longitudinal sample** is 5,007 individuals, corresponding to a minimum retention rate of 80 percent based on subsamples A and B, plus estimated additional individuals in subsamples C and D, and a gross sample size of 6,259 individuals in subsamples A and B. The subsamples are specified in Annex 1.

The **contract sum** for the longitudinal sample is **xxx Euro** excluding VAT. This amount has two parts: (a) fixed costs of **(yyy=max 1/3 xxx) Euro**, covering costs of pilot & pretest, tracking, panel care, and similar fixed costs according to the offer dated **ddmmyy**, and (b) costs depending on field work success which are computed as the minimum net sample size times the reference unit payment of **(xxx-yyy)/5,007** Euro per interview. The reference unit payment is based on a retention rate of 80 percent in subsamples A and B, see Table 1.

**Actual payments** for the longitudinal sample will be determined after the fieldwork has ended according to the specifications laid down in Annex 1. The actual unit payment depends on the actual retention rate (i.e., the ratio of actually completed interviews to the gross subsample size A and B) according to Table 1. The target retention rate is 90%.

SHARE expects that SURVEY AGENCY will invest payments per completed interview in excess of 100% of the reference unit payments in measures that will generate a high retention rate (e.g. respondent incentives, interviewer incentives, and/or detailed fieldwork control). Such measures will be chosen in agreement with the Country Team Leader.

Interviews with individuals in subsamples C and D do not count towards the calculation of the retention rate. Interviews with individuals in subsample D will be paid the unit payment according to the actual retention rate achieved in subsamples A and B combined. Interviews with respondents in subsample C will be paid 1.25 times the unit payment according to the actual retention rate achieved in subsamples A and B combined.

4.2 The **target net sample size** of the **refresher sample** is **1,252** individuals, corresponding to the target household response rate of 70 percent. The minimum household response rate is 50%.

The **contract sum** for the refresher sample is **xxx Euro** excluding VAT. This amount has two parts: (a) fixed costs of **(yyy=max.1/3xxx) Euro**, covering costs of pilot & pretest, training, and similar fixed costs according to the offer dated **ddmmyy**, and (b) costs depending on field work success which are computed as the target net refresher sample size times the reference unit payment of **(xxx-yyy)/1,252** Euro per interview. The reference unit payment is based on a household response rate of 70 percent, see Table 2.

**Actual payments** for the refresher sample will be determined after the fieldwork has ended according to the specifications laid down in Annex 1. The actual unit payment depends on the actual household response rate according to Table 2.

SHARE encourages SURVEY AGENCY to use respondent incentives, interviewer incentives, detailed fieldwork control and other measures to achieve the best possible

response rate. Actual fieldwork costs will be determined in proportion to the actual number of completed interviews according to the specifications laid down in Annex 1.

4.3 In **both samples**, completed interviews include a completed drop-off questionnaire. Interviews without completed drop-off questionnaires will receive a 25% lower payment. All interviews will be conducted according to the general SHARE “Survey Specifications and Deliverables”, see Annex 1.

The following payment schedule shall apply for maturity of instalments:

1<sup>st</sup> instalment: 25% of the expected contract sum for the main stage longitudinal and refresher samples (Euro) paid before 04/2012.

2nd instalment: 25% of the expected contract sum for the main stage longitudinal and refresher samples (Euro) paid before 10/2012.

3rd instalment: 25% of the expected contract sum for the main stage longitudinal and refresher samples (Euro) paid before 04/2013.

4th instalment: Remainder of the contract paid after data delivery and after SHARE has approved the collected data including matches and deliverables, paid before 12/2013.

All payments require a written invoice including the relevant VAT, if applicable. Already paid amounts will be taken into account in final invoicing.

In case of non-respect of any contractual provision, SHARE may suspend its payments at any time. Not achieving the minimum net sample size specified in section 4 within the field period specified in section 3 constitutes a violation of contract. SHARE reserves the right to exclude SURVEY AGENCY in this case from future survey participation.

## 5. PROPERTY RIGHTS, PRIVACY PROTECTION AND CONFIDENTIALITY

All copyrights on data and documents (including their translations) made available to SURVEY AGENCY belong to SHARE. The International Copyright on the survey remains the property of SHARE. Data must not be copied, reproduced, kept in any data bank, stored in any retrieval system or transmitted in any form or by any means whatsoever, electronic, mechanical, photocopying, recording or otherwise or given or sold to any third party without the prior written consent of the copyright holder. Such unauthorised transfer of either the whole or any part of any Data or Documents will be regarded as a breach both of International Copyright and the EU Data Protection Directive (95/46/EC).

Names, personal data and all other personal information in the Survey are deemed to be at all times the intellectual property of SHARE and it is to be noted that such data contain confidential information which is legally privileged and is intended for the use of the project only. All information contained therein is covered by the EU Data Protection Directive (95/46/EC). Each of the parties shall comply with the provisions of EC Council Directive 95/46/EC and any recent associated national laws (as amended from time to time) relating to the protection of personal data; it has obtained all the necessary consent from the individuals whose personal data it holds; it has in place all such appropriate technical and organisational measures to protect such personal data against unlawful processing, damage or destruction; it

shall not process the personal data in any manner incompatible or inconsistent with the purposes of this contract.

Upon completion of the main survey, all address files together with the keys become the sole property of SHARE. Upon request of the SHARE co-ordinator, the address file shall be given by SURVEY AGENCY to the CTL.

Notwithstanding these provisions, all data delivery must be in accordance with the national and European Data Protection Laws of the country specified in section 1 of this contract. SURVEY AGENCY as the processor shall perform the agreed service exclusively within the agreed terms pursuant to the subject and duration of the assignment. SURVEY AGENCY may only collect, process or use data within the parameters of the instructions given by SHARE as the controller. Throughout the entire term of the contract, SURVEY AGENCY shall be bound by the instructions of SHARE.

The SHARE country team leader has the overall responsibility that national legal requirements of data confidentiality laws are fulfilled. In addition SURVEY AGENCY is responsible that the legal requirements of data confidentiality laws are fulfilled as long as the data is collected, processed or used by SURVEY AGENCY. If implementation of the European regulations concerning data confidentiality has not (yet) taken place in the respective country, the European regulations shall be applied directly. SURVEY AGENCY shall adhere to ESOMAR standards.<sup>1</sup>

SURVEY AGENCY ensures to preserve the confidentiality of any document, information or other material communicated to them in relation to the execution of this contract, and which has been identified as confidential.

## 6. DAMAGES AND TERMINATION OF CONTRACT

In case one contracting party is responsible for breach of material duties conferred upon it through this contract and its annexes by intent or negligence, it shall be liable to compensate for resulting losses or damages. In case of a breach of national and European Data Protection Laws corresponding in claims of third parties, the injuring party shall indemnify and hold the other party free and harmless of any such claims.

In case of negligence liability shall be limited to the prospected amount of the contract. In case of negligence any liability for consequential damage and financial loss (e.g. lost profit) shall be excluded. For all other purposes, the contracting parties shall be liable only for material damage and financial loss caused by intent or gross negligence.

The limitation of liability and or exemption from liability shall not apply to claims arising out of malicious conduct of a contracting party; to claims arising from liability for warranted characteristics; and to damage arising out of injury to life, body, or health.

A party may terminate this contract by written notice to the other party if the other party breaches a material term or condition of this contract and fails to remedy such breach within twenty (20) days after receiving written notice from the terminating party specifying the breach.

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<sup>1</sup> <http://www.esomar.org/index.php/codes-guidelines.html>

## 7. LAW AND VENUE

The Contract is to be construed under the law of the Netherlands. The venue (place of litigation) is Tilburg, The Netherlands, with Breda, the Netherlands, as the relevant court.

## 8. SEVERABILITY

If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

## 9. SIGNATURES

Date and place: \_\_\_\_\_

Signature of the legal representative of the SHARE Consortium of Contractors and Managing Director of SHARE-ERIC,  
Prof. Axel Börsch-Supan, PhD

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Date and place: \_\_\_\_\_

Signature on behalf of the legal representative of the SURVEY AGENCY

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Date and place: \_\_\_\_\_

Signature on behalf of the Coordinator SHARE-ERIC Management,  
Prof. Frank van der Duyn-Schouten, PhD (read and approved)

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Date and place: \_\_\_\_\_

Signature of SHARE Country Team Leader (read and approved)

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Date and place: \_\_\_\_\_

Signature on behalf of the national funder of the SHARE survey (if applicable; read and approved)

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**Table 1: Unit payment for the longitudinal sample****Unit payment by retention rate in % of reference unit payment**

<b>Retention Rate</b>	<b>Payment per completed interview</b>
If the final retention rate is ...%, then ...	...SHARE will pay for each interview in the final net sample ... % of the estimated unit costs.
60 and less	93,0
61	93,2
62	93,5
63	93,7
64	93,9
65	94,1
66	94,3
67	94,5
68	94,6
69	94,8
70	95,0
71	95,6
72	96,3
73	96,9
74	97,5
75	98,1
76	98,6
77	99,2
78	99,7
79	100,2
80	100,8
81	101,7
82	102,7
83	103,7
84	104,6
85	105,5
86	106,3
87	107,2
88	108,0
89	108,9
90	109,7
91	111,5
92	113,4
93	115,2
94	116,9
95	118,6
96	120,3
97	122,0
98	123,6
99	125,2
100	126,7



**Table 2B: Unit payment for the refresher sample**  
**Version B without performance-based unit payment**

**Unit payment by retention rate in % of reference unit payment**

<b>Retention Rate</b>	<b>Payment per completed interview</b>
If the final retention rate is ...%, then ...	...SHARE will pay for each interview in the final net sample ... % of the estimated unit costs.
40 and less	100,0
41	100,0
42	100,0
43	100,0
44	100,0
45	100,0
46	100,0
47	100,0
48	100,0
49	100,0
50	100,0
51	100,0
52	100,0
53	100,0
54	100,0
55	100,0
56	100,0
57	100,0
58	100,0
59	100,0
50	100,0
61	100,0
62	100,0
63	100,0
64	100,0
65	100,0
66	100,0
67	100,0
68	100,0
69	100,0
70	100,0
71	100,0
72	100,0
73	100,0
74	100,0
75	100,0
76	100,0
77	100,0
78	100,0
79	100,0
80 and more	100,0