



Data Collection Framework Contract for the SHARE Wave 10 Survey in **Country**

between

*The “Survey of Health, Ageing and Retirement in Europe” – European Research
Infrastructure Consortium*
(hereinafter referred to as “SHARE-ERIC”)

Amalienstr. 33
80799 Munich, Germany

represented by its Managing Director
Prof. Dr. h.c. Axel Börsch-Supan, Ph.D.

and

Survey agency name
(hereinafter referred to as “SURVEY AGENCY”)

Mailing address
Phone
E-mail

represented by **Legal representative**

in the following: “the contracting parties”

HAVE AGREED

PREAMBLE

The Survey of Health, Ageing, and Retirement in Europe (SHARE) is a multidisciplinary and cross-national panel study that explores people's experiences as they grow older in countries across Europe and Israel. Since fielding the baseline of SHARE in 2004/05, panel waves are collected on a bi-yearly basis. SHARE has previously collected nine waves of data, where most of the questions provided information about the circumstances of respondents' lives at the time of the interview or in their childhood. Due to the outbreak of Covid-19 in Europe in spring 2020, SHARE had to adapt Wave eight by changing the mode to telephone interviews and the questionnaire (Covid CATI). This also had effects on Wave nine where there was a 2nd Covid CATI besides the planned regular face-to-face (CAPI) main data collection of SHARE's ninth wave. SHARE's tenth wave shall tie again to earlier waves. It collects health variables (e.g. self-reported health, physical and cognitive functioning, use of health care facilities), psychological variables (e.g. well-being, life satisfaction, control beliefs), economic variables (e.g. work activity, income, retirement behaviour, wealth and consumption), social support variables, (e.g. family and social network, family support, intergenerational transfers of money and time). As in previous waves the questionnaire includes mainly closed questions as well as physical and mental health tests.

SHARE is based on best practice technologies. The objective is to build a SHARE research infrastructure as a fundamental and innovative resource for science and public policy. In March 2011, SHARE became the first European Research Infrastructure Consortium (ERIC). This gives it legal personality and capacity in all EU Member States and other partner countries of the ERIC as well as some of the tax exemptions (e.g. VAT) enjoyed by international treaty organisations and permits lean procurement procedures.

Since 2014 the seat of SHARE-ERIC has been in Munich, where its central coordination (hereinafter referred to as "SHARE Coordination") has been located at the Munich Center for the Economics of Aging (MEA) as part of the Max Planck Institute for Social Law and Social Policy, Germany. From 2023 onwards, the SHARE Coordination will be located at the newly founded SHARE Berlin Institute, while the ERIC headquarters will remain in Munich.

Most of the participating countries in SHARE are members of SHARE-ERIC. In all of these countries SHARE-ERIC is the contracting party for this data collection contract. If a SHARE country is not yet ERIC member, but partner in the SHARE Consortium Agreement, the respective national scientific partner institution of SHARE-ERIC may be the contracting party of the data collection contract. In case that survey costs are fully or for a greater part financed by an EU grant, whose beneficiary is SHARE-ERIC, SHARE-ERIC is the contracting party.

SHARE's tenth wave will conduct a common field rehearsal which is meant to be a dress rehearsal of the main data collection. The main data collection yields the data that will ultimately be released to the scientific community worldwide. In addition, country specific survey projects (e.g. a drop-off questionnaire) may be conducted.

1. SUBJECT

- 1.1 The subject of the Contract is the provision of survey services for SHARE`s tenth wave in **COUNTRY**.
- 1.2 Signature of the Contract imposes no obligation on SHARE-ERIC to purchase. Only implementation of the Task Orders is binding on SHARE-ERIC. Signed Task Orders are in turn only valid in combination with the duly signed Contract.
- 1.3 Thus, this Contract as well as the Data Processing Agreement (as defined in Sub-Section 7.1) do neither contain any order nor create any obligation to place any order, but shall be automatically integral parts of any tenth wave` Task Order which SHARE-ERIC may decide to place.

SHARE-ERIC envisages placing separate Task Orders for each of the stages of the tenth wave main project, i.e. (i) the one test run stage (the common field rehearsal) and (ii) the main data collection. Furthermore, SHARE-ERIC considers placing orders, as well stage by stage, for possible additional survey projects, namely the following potential projects: (i) Drop-off questionnaire, (ii) Drop-off multi-mode experiment.

2. IMPLEMENTATION OF TASK ORDERS

- 2.1 SHARE-ERIC shall issue a Task Order to SURVEY AGENCY specifying the scope of work and detailing the requirement of the deliverables as well as specific deadlines and milestones.
- 2.2 Contractual obligations from each Task Order will arise only upon its signature by all contracting parties in conjunction with the duly signed Contract.
- 2.3 If it should happen that prior to the field rehearsal or the main data collection financing is only available for the respective subsequent phase, the Task Orders for the survey phases may become effective in a successive manner.
- 2.4 SURVEY AGENCY shall perform the task as specified in the Task Order in accordance with the provisions set out in this Contract and the Data Processing Agreement.
- 2.5 Any subcontracting by SURVEY AGENCY requires explicit and written prior approval by SHARE-ERIC.
- 2.6 SURVEY AGENCY shall comply with all applicable laws, including without limitation all local labour and tax laws where applicable including but not limited to safety, training, hygiene, work and residence permits, social security, contributions and unemployment insurance.

3. NATIONAL CONTACT OF SHARE-ERIC

SURVEY AGENCY is assigned a Country Team Leader (“CTL”) at SHARE-ERIC for all immediate coordination and inquiries regarding the subject of this contract. CTL for **COUNTRY** is:

Name

Institution

Address

Phone Number

4. PAYMENTS FORMALITIES

- 4.1 All payments as will be agreed in Task Orders will be made in accordance with the offer dated *dd.mm.yy*.
- 4.2 Detailed payment plans shall be laid out in the respective Task Order.
- 4.3 All payments require a written invoice sent directly to SHARE-ERIC, Munich. The payment period is 30 days from the date of receipt of a correctly rendered invoice. Already paid amounts will be taken into account in final invoicing.

5. CONTROLS AND AUDITS

SURVEY AGENCY may be subject to requests of data for review and evaluation of the SHARE project. Audits may be carried out by the funding bodies involved in each of the survey stages. Details shall be set out in the respective Task Order.

6. PROPERTY RIGHTS AND CONFIDENTIALITY

- 6.1 SHARE-ERIC is the owner of the survey and all of its data, including add-ons, certified by SHARE, meta and paradata and all address and link files (coded data, keys etc.) and of all intellectual property rights emanating from setting up and conducting the survey. All copyrights on data, software and documents (including their translations) made available to SURVEY AGENCY belong to SHARE-ERIC.
- 6.2 In particular, names, addresses, telephone numbers, e-mail addresses and all other contact information of sample members and proxies in the survey are deemed to be at all times the property of SHARE-ERIC. Upon completion of the main survey, all new addresses, e.g. from split households and proxies together with the keys become as well the sole property of SHARE-ERIC.
- 6.3 SURVEY AGENCY is under no circumstances permitted to use this data on its own initiative without prior written approval by SHARE-ERIC.
- 6.4 Upon request of SHARE-ERIC, SURVEY AGENCY is obliged at all times to hand over, free of charge, any of the data under 6.1 or 6.2.
- 6.5 SURVEY AGENCY ensures to preserve the confidentiality of any document, information or other material communicated to them in the context of the performance of this contract, and which has been identified as confidential.

7. DATA PROTECTION AND ETHICS

- 7.1 The data collected in SHARE contain personal data, which may include sensitive information. Therefore, SURVEY AGENCY shall be bound to the *Data Processing*

Agreement, including a description of the technical and organisational measures in place to ensure the security of data processing, to be provided by SURVEY AGENCY. In addition, in order to ensure an appropriate level of protection of the processed data, SURVEY AGENCY is required to set up and install the SHARE data collection applications and software (see Sections 8.1 and 8.2) in accordance with security instructions provided by SHARE Coordination.

- 7.2 The description of the technical and organisational measures of SURVEY AGENCY as well as the compliance with general data security related technical requirements (see Sections 9 and 20.1) and particular security requirements regarding the setup and installation of the SHARE data collection applications and software may be subject to reviews carried out by SHARE-ERIC or by an external data security and data protection expert on behalf of SHARE-ERIC in order to ensure compliance with all relevant data protection provisions of the European General Data Protection Regulation and national data protection law. If significant defects are not remedied upon request of SHARE-ERIC or an expert that acts on behalf of SHARE-ERIC within a reasonable time, an on-site inspection at SURVEY AGENCY will be conducted. In that event, SHARE-ERIC has the right to offset the costs incurred for the entire checking process (including all prior reviews) against SURVEY AGENCY'S payment claims.
- 7.3 SHARE-ERIC reserves the right to withhold payments in case SURVEY AGENCY fails to provide an adequate description of the technical and organisational measures in place and to implement required security measures or fails to cooperate with SHARE-ERIC (or an external data protection expert appointed by SHARE-ERIC) during the review process.
- 7.4 SURVEY AGENCY shall adhere to ESOMAR standards¹.

8. EQUIPMENT

- 8.1 SHARE Coordination provides the following software and equipment to SURVEY AGENCY to conduct the interview (see Section 20 for definitions):
- a “Sample CTRL” software to manage and assign the sample and collect the data from interviewer laptops
 - a “Case CTRL” software to manage the sample on the interviewer laptops with CAPI questionnaire integrated
 - a set of show cards to be copied or printed for the interviewers by SURVEY AGENCY (if applicable)
 - materials for the physical measurement, if applicable (e.g. dynamometers for grip strength measurement and further devices as laid out in the respective task orders)
 - materials for further survey projects (if applicable) as specified in the respective task orders
- 8.2 Using the SHARE Coordination-provided software and material such as Sample CTRL, Case CTRL, SHARE questionnaires, show cards, and physical measurement tools is mandatory. Security instructions regarding setup and installation of the SHARE data collection applications and software (see also Section 7.1) must be complied with.

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

- 8.3 All data, software and documents provided by SHARE-ERIC to SURVEY AGENCY may not be modified without prior written approval by SHARE Coordination.
- 8.4 Any technical equipment provided by SHARE-ERIC to SURVEY AGENCY to carry out the survey (e.g. dynamometers) remain the property of SHARE-ERIC. As an item of loan it must be treated carefully by SURVEY AGENCY and restored to SHARE-ERIC at the end of the contract.
- 8.5 In the case of loss of equipment or damages resulting from improper handling of the equipment, SURVEY AGENCY is obliged to compensate for the damage. SHARE-ERIC reserves the right to charge SURVEY AGENCY fees, or withhold payment, in the amount of the loss and/ or damage.

9. TECHNICAL REQUIREMENTS

- 9.1 SURVEY AGENCY shall be responsible for providing every interviewer with an interviewer laptop to be used for the regular main interview. Shared use of interviewer laptops is not permitted. Only professional laptops are accepted.
- 9.2 Laptops provided and servers used by SURVEY AGENCY for this project shall meet the necessary technical requirements as specified in Section 20.

10. INTERVIEWERS

- 10.1 SURVEY AGENCY shall make sure that a sufficient number of interviewers will be trained to complete all fieldwork activities of SHARE in time.
- 10.2 SURVEY AGENCY shall confirm that all interviewers employed to work on the SHARE project must have extensive interviewing experience and have received in-person general interview training from SURVEY AGENCY prior to attending study specific training. General interview training shall cover the following topics: ethical guidelines for interviewing human subjects, rules for asking questions and recording answers in an unbiased manner, proper procedures for locating and contacting sample persons, and conducting conversion attempts for reluctant sample persons.
- 10.3 SURVEY AGENCY shall attend SHARE-specific interviewer trainings, TTT (see Section 20 for definitions), with at least one (better two) representative(s) in each session. SURVEY AGENCY shall follow all instructions, given throughout each TTT.
- 10.4 Further, SURVEY AGENCY shall conduct SHARE-specific interviewer trainings NTS (see Section 20 for definitions), immediately but not later than one week after each TTT. Training must be repeated for interviewers, if more than two weeks have passed between their latest training session and their start of fieldwork. For training interviewers, SURVEY AGENCY shall use translated materials provided by SHARE Coordination. Only materials approved by SHARE Coordination shall be used in the interviewer training sessions. Representatives of SHARE country teams shall get access to interviewer trainings if requested. Details are laid out in the respective Task Orders.

- 10.5 If SURVEY AGENCY has been entrusted with data collection in a previous wave of SHARE, SURVEY AGENCY shall make sure, that as many interviewers as possible who worked on previous SHARE waves will also work on the current SHARE wave, and that interviewers keep their assigned households across waves whenever possible.
- 10.7 SURVEY AGENCY shall allow SHARE Coordination to invite all trained interviewers to participate in the SHARE Interviewer-Survey (see Section 20 for definitions).
- 10.8 Interviewer responsibilities include but are not limited to
- locating and contacting sample persons
 - ascertaining cooperation from sample persons
 - making appointments for interviews
 - recording the following information immediately for each contact or contact attempt with the sample member, members of their household or other informants such as neighbours, in the electronic Case CTRL tool:
 - date of the call or visit,
 - time of the call or visit,
 - result code, which describes the call or visit outcome,
 - contact type (telephone versus in-person),
 - detailed and self-explanatory interviewer comments about the call or visit if necessary
 - obtaining informed consent from each respondent prior to each interview
 - conducting interviews as well as country specific additional survey projects (if applicable) with interview-eligible persons.
- 10.9 SURVEY AGENCY and SHARE Coordination shall agree upon an interviewer payment scheme that includes an incentive scheme taking into account interviewer specific contact rates, response/retention rates, data quality and reliability. The interviewer incentive scheme is the responsibility of SURVEY AGENCY.

11. RESPONDENT CONTACT INFORMATION

- 11.1 Interviewers shall ask each respondent for a confirmation of their full contact information, including telephone numbers and e-mail addresses. If a proxy respondent is involved in the interview, SURVEY AGENCY shall require interviewers to provide full contact information of the proxy as well.
- 11.2 In addition, interviewers shall ask for reference addresses (see Section 20 for definitions).
- 11.3 SURVEY AGENCY shall keep respondent contact information separate from the survey data in electronic format at no additional cost to the study for three waves. The re-contact record for each respondent will also include its unique sample identification number (pidcom) and the household identification number (hhidcom).
- 11.4 For the main panel sample (if applicable), SURVEY AGENCY is also responsible for tracking individuals who moved, including individuals in institutions. SURVEY AGENCY and CTL shall agree upon required tracking procedures (see Section 20 for minimum specifications).

12. PANEL CARE

- 12.1 As a panel study, SHARE is highly dependent on appropriate panel care measures fostering high retention rates and dealing with panel attrition. In addition, panel care activities are of great value in checking for incorrect addresses, household moves or vital status of respondents. SURVEY AGENCY shall therefore take all appropriate measures to maintain contact and ensure future cooperation with respondents (panel care).
- 12.2 At a minimum, these measures shall include the design, printing and mailing of
- a “thank you” letter to all respondents after their participation
 - a panel care brochure
 - season’s greetings cards (in 2023 and 2024)
 - a pre-stamped reply card, which allows respondents to announce changes in their contact details (e.g. in case of moving) or add missing contact information, (e.g. telephone numbers) to be included with the panel care brochure and the season’s greetings card
- 12.3 Further, SURVEY AGENCY shall conduct the following panel care tracking procedures:
- address checking of post-office returns of panel care brochures, season’s greetings cards, and advance letters due to an incorrect address
 - telephone number search (if telephone number is incorrect or missing)
 - register or other available sources checking of panel members with unknown vital status (alive or deceased)
 - provide a service hotline for respondents.

13. IMPROPER PERFORMANCE

- 13.1 Responsibility and liability for improper performance such as non-performance, delayed performance, incomplete performance, or any kind of mal-performance shall be subject to the applicable legal regulations.
- 13.2. Implementing any deviating procedures or strategies without prior approval from SHARE Coordination may be considered a material breach of contract.
- 13.3 Both invalid and incomplete interviews (see Section 20 for definition) will not be paid by SHARE-ERIC.
- 13.4 SHARE-ERIC reserves the right to refuse the payment for an entire longitudinal sample, if the individual retention rate drops below 61%
- 13.6 In case of disrespect by SURVEY AGENCY to any contractual provision, SHARE-ERIC shall be entitled to suspend payments at any time until the situation is remedied.

14. EXTENT OF LIABILITY

- 14.1 With the exceptions made by Sub-Sections 14.2 to 14.4, the liability of the contracting parties shall not include liability for (i) mere financial losses (e.g. lost profits) and (ii) consequential damages, and it shall be limited to the volume of the respective Task Order.
- 14.2 No limitation of liability shall, however, apply in any of the following cases:
- malicious conduct,
 - gross negligence,
 - culpable injury to life, body, or health,
 - breach of a warranty or guarantee, irrespective of any level of culpability.
- 14.3 SURVEY AGENCY shall hold harmless SHARE-ERIC in the event of any action, claim or proceeding brought against SHARE-ERIC by a third part as a result of damage caused by SURVEY AGENCY in performance of the Contract. SURVEY AGENCY shall indemnify and keep SHARE-ERIC free from any claims or complaints concerning any governmental or local fines or other payment obligations arising from failure by SURVEY AGENCY to carry out all its obligations under any Task Order in conjunction with the terms and conditions of this Contract and of the Data Processing Agreement.
- 14.4 SURVEY AGENCY shall respect and abide by all relevant laws and regulations in force in the country where the services are performed and SURVEY AGENCY shall ensure that its personnel, and, if subcontracting is permitted, all subcontractors' personnel also respect and abide by all such laws and regulations, and SURVEY AGENCY shall hold harmless SHARE-ERIC from any consequences from breaches of such laws and regulations by SURVEY AGENCY, its personnel or its subcontractors' personnel.

15. TERMINATION

- 15.1 A party (the "terminating party") may terminate a Task Order by written notice to the other party (the "other party")
- 15.1.1 if the other party breaches any of the material terms or conditions applicable to this Task Order, including in particular the terms and conditions of this Contract and of the Data Processing Agreement, and if the other party fails to remedy such breach within twenty (20) days after receiving written notice from the terminating party specifying the breach, or
- 15.1.2 for any other serious reason.
- 15.2 A "serious reason" within the meaning of Sub-Section 15.1 shall be deemed to exist in particular, without limitation, in any of the following cases:
- Financial support for SHARE-ERIC is ceased.
 - It turns out that the Task Order, this Contract, and/or the Data Processing Agreement has been concluded on the basis of information given by the other party which information is in essential aspects incorrect or incomplete.
 - Insolvency proceedings are opened against the assets of either party.
 - Either party commits a serious breach of the general contractual obligations to cooperate in good faith.

- The other party commits a breach and fails to remedy it as more closely defined in Sub-Section 15.1.1 above.

15.3 A "serious reason" within the meaning of Sub-Section 15.1 shall also be deemed to exist, but only for a termination by SHARE-ERIC, if any of the following situations occurs:

- Any portion of the funds made available as per any Task Order placed by SHARE-ERIC with the SURVEY AGENCY in conjunction with this Contract and the Data Processing Agreement are used in a manner contrary to the purpose for which they were provided.
- Circumstances from outside of SHARE-ERIC's sphere of responsibility, but not necessarily from inside the SURVEY AGENCY's sphere of responsibility, e.g. the outbreak of a pandemic, whether foreseeable or not, give SHARE-ERIC reason to fear that the SURVEY AGENCY will not be able to perform its data collection duties under the Task Order in conjunction with the terms and conditions of this Contract and of the Data Processing Agreement in such manner that the data collected by the SURVEY AGENCY will be of the contemplated use for SHARE-ERIC's scientific purposes.
- Circumstances from outside of SHARE-ERIC's sphere of responsibility, but not necessarily from inside the SURVEY AGENCY's sphere of responsibility, such as the outbreak of a pandemic, whether foreseeable or not, give SHARE-ERIC reason to fear that the data collection in several survey countries, whether [Country] is one of them or not, will not be possible as planned so that SHARE-ERIC has reason to fear that the data collection will not be of the contemplated use for SHARE-ERIC's goal to make a cross-national study covering essentially the whole of Europe and Israel.

15.4 In case SURVEY AGENCY has acted without fault, it will be reimbursed for costs incurred up to the time at which notice of termination is received, whereas any further-going or other rights of the SURVEY AGENCY shall be excluded. The project works must be carried out, as far as possible forthwith, in accordance with the status of works at the time the contract is ended. The rules governing the due and proper execution of contracts apply correspondingly.

16. COMPLETION OF FIELDWORK

16.1 Fieldwork is considered to be completed within the meaning of Sub-Section 16.1 if all households have been attempted to be contacted following the specifications on the mode and time of contact attempts and after approval by SHARE Coordination.

16.2 SURVEY AGENCY shall work closely with SHARE Coordination to determine the best approach obtaining the target response/retention rate. SHARE Coordination must approve all such strategies.

17. GENERAL PROVISIONS

17.1 In the event of any conflict between the provisions of additional agreements (Task Orders, see Section 1) and the provision of this Framework Contract, the latter shall take precedence.

- 17.2 No variation of or amendment to this Contract or the Task Orders shall bind the parties unless made in writing and signed by the authorised signatories of both parties hereto.

18. SEVERABILITY CLAUSE

If any provision in this Contract 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.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with German law. The parties agree that Munich, Germany is the place of performance and they irrevocably submit to the exclusive jurisdiction of the German courts. Place of jurisdiction is Munich, Germany.

20. DEFINITIONS AND SPECIFICATIONS

SHARE-specific terms and abbreviations used in this general agreement and the additional Task Orders, as well as further specifications are described in detail below.

20.1 Technical Requirements

(1) Technical Requirements for Interviewer Laptops

- Windows™ 10/11 (build >=21xx) (no Linux, Macintosh or other Windows™ operating systems can be supported)
- Microsoft Edge Browser
- .NET framework 4.7 or higher
- Processor dual core 2GHz or higher (I5 or higher recommended)
- SSD hard drive
- Absolute minimum of 4 GB RAM
- Minimum of 20 GB free disk space
- A screen resolution of at least 1280 x 768 pixels
- A broadband internet connection for data transfers (mandatory for each interviewer laptop)
- All laptops must have a hard drive encryption on an operating system level
- Firewall (Windows™ firewall is sufficient if correctly enabled)
- Up-to-date professional antivirus software on each laptop
- All laptops should be setup so as to enable cookies

(2) Technical requirements for the server that hosts the Sample CTRL and the database

- Operating systems:
 - Windows™ server 2016 (2012 with extended support) or newer version
 - Stable Linux version (debian/Ubuntu)
- Software stack
 - Apache 2.4 (web server)

- MySQL 8.0 or newer version (database server)
- 4 GB minimum memory Windows™ / 2 GB minimum memory Linux
- PHP 8.1 or newer version
- 100GB free hard disk space for data
- Preferably a dedicated host for the Sample CTRL installation and storage of the database (located in a specifically secured server room)
- Set-up of database with unique credentials and only accessible by the webserver server
- Appropriate backup system, including daily offsite backups of database (encrypted)
- Separate secure log server
- Firewall
- Up-to-date professional antivirus software

20.2 General Terms and Abbreviations

(1) **Advance Letter**

The advance letter shall be set up by SURVEY AGENCY in coordination with the CTL. The advance letter shall introduce the purpose of the study, and explain what will be requested from the sample person during the interview. It shall be tailored to the respective sample person depending on whether the person stems from the panel or the refreshment sample, and depending on relevant panel member characteristics, to be determined by the CTL.

(2) **Case CTRL**

The electronic contact protocol tool that defines eligibility and that interviewers use to manage contacts with households and to assess the household composition in the coverscreen.

(3) **Complete Interview**

An interview is considered complete if all applicable modules are conducted.

(4) **“Current wave”**

The upcoming or on-going SHARE data collection wave specified in this document.

(5) **Data Protection Statement**

The data protection statement shall enable the individual respondent to give his or her consent to the processing of personal data relating to him or her. It will provide information on the data confidentiality responsibilities of the researchers and the survey agency and the rights of respondents in accordance with applicable European and national data protection laws.

(6) **Drop-Off**

The drop-off questionnaire is a separate paper and pencil questionnaire for self-completion to be handed out to the respondent by the interviewer after the regular CAPI interview (if applicable). It allows countries to field country specific questions to SHARE respondents that are not included in the SHARE questionnaire. If a drop-off is conducted, all interview eligible SHARE respondents are also eligible to complete a drop-off if they participate in a regular CAPI interview. Further specifications are laid out in the respective task order. This is a country specific survey project, not applicable to all countries.

(7) **Drop-Off Multi-Mode Experiment**

The drop-off multi-mode experiment is a separate harmonised questionnaire to evaluate the key determinants that affect respondent's recruitment, participation and retention in SHARE. It is based on a random assignment of SHARE's Wave 10 panel respondents using the internet on a regular basis to different self-completion survey modes, i.e. a paper and pencil version and a web version. Similarly to the regular SHARE paper and pencil questionnaire, the paper version of the drop-off multi-mode experiment is a separate paper questionnaire for self-completion to be handed out to the respondent by the interviewer after the regular CAPI interview, while other respondents will be asked to complete a web-version. Further specifications are laid out in the respective task order. This is a country specific survey project, not applicable to all countries.

(8) **End of Life Interview (XT Module)**

The end of life interview is a special form of proxy interview (see (18)). In case an age-eligible panel respondent deceased, a proxy will be asked to complete a short, separate interview. An end of life interview focuses on events that occurred between the respondent's last interview and the time of his/her death. The end of life interview can be done face to face or by phone. It can be started via the Case CTRL and be done immediately after the coverscreen, after the interview or postponed to a later appointment. There is no separate unit price for end of life interviews.

(9) **Fieldwork Main Data Collection**

The fieldwork shall start no later than one week after the first NTS and will end no later than 6 months (or 24 weeks) after the TTT for main data collection.

(10) **Interview Length (Regular CAPI)**

The estimated median duration of the individual face-to-face interview across all countries participating in the last wave and across all first and second interviews within a household. This duration excludes contacting of households and eligible persons, logging of contact data, and assessing the household composition (so-called "coverscreen"). The interview length of a single interview is estimated to take between 70 and 85 minutes. No country-specific adaptation to this overall estimate will be permissible.

(11) **IT Staff Training**

The IT staff training will be centrally conducted by SHARE Coordination in addition to the TTT (see (24)) in English language. SHARE Coordination will train representatives of SURVEY AGENCY in how to use the SHARE Sample CTRL (see (20)).

(12) **"Last Wave"**

The SHARE wave immediately preceding the upcoming or on-going wave specified in this document.

(13) **Net Number of Interviews (Net Sample)**

All complete and valid interviews that have been conducted in the respective sample (i.e. panel or refreshment).

(14) **NTS**

National Training Sessions (NTS) are SHARE-specific training sessions of interviewers in the national language(s). For every applicable survey stage, interviewers will be trained according to content and methods of the SHARE Train-The-Trainer session (TTT, see (23)). The NTS should be a copy from the TTT in terms of length and mode. SURVEY AGENCY shall invite representatives of SHARE country teams to be present at the NTS.

(15) **Preload**

Information on households and individuals

- from previous wave(s) (panel sample)
- from the current wave (refreshment sample, if applicable)

(16) **Proxy Interview**

If a respondent is unable to conduct the interview on her/his own SHARE allows a proxy to assist during the interview. However, SHARE does not allow proxy interviews if a respondent refuses or is not available for any other reasons.

(17) **Reference Addresses**

The name, address and telephone numbers of two persons, who can give information about the respondent's whereabouts in case he/she moves between SHARE waves.

(18) **Sample CTRL**

Software to manage and assign the sample and collect the data from interviewer laptops.

(19) **SHARE Interviewer Survey**

In this online survey, additional information about experience and attitudes of interviewers will be collected in order to gain scientific insights into interviewer effects. SURVEY AGENCY will receive a copy of the questionnaire. This is a country specific survey project, not applicable to all countries.

(20) **Tracking Procedures**

Examples of tracking procedures to detect persons who have moved house are the following: collecting additional or new contact information (new address, telephone number, email address), e.g. by examining a register of inhabitants, investigations in the neighbourhood by the interviewer etc. Panel care measures are also part of the tracking strategy.

(21) **TTT**

A Train-the-Trainer (TTT) programme will be centrally conducted by SHARE Coordination in English language. There will be TTT sessions, presumably in person, for each of the applicable survey stages. Each TTT session will take two full days. SHARE Coordination will train representatives of SURVEY AGENCY on how to train the interviewers.

(22) **Valid Interview**

An interview is considered valid if it can be properly matched and there are no indications of interviewer falsifications. An interview is properly matched if the case is matched with the Case CTRL data and, in the panel samples, with the corresponding interview(s) conducted by the same respondent in previous SHARE waves.

20.3 Sample Specifications

- (1) **Panel Sample**
All interview-eligible individuals living in a panel household that has been sampled in any previous wave.
- (2) **Individual Retention Rate (Panel Sample)**
Number of individuals with complete and valid interview divided by the number of eligible individuals in the panel sample.
- (3) **Target Retention Rate (Panel Sample)**
Individual retention rate SURVEY AGENCY shall strive to achieve.
- (4) **Refreshment (Gross) Sample**
All sampling units (households/addresses or individuals) that have been drawn according to the approved Sampling Design Form (SDF) in the current wave.
- (5) **Individual Response Rate (Refreshment Sample)**
Number of individuals with complete and valid interview divided by (estimated) number of eligible individuals in refreshment sample.
- (6) **Target Response Rate (Refreshment Sample)**
Individual response rate SURVEY AGENCY shall strive to achieve.

20.4 Eligibility and Eligibility Rules

- (1) **Eligibility**
Eligibility is determined by the SHARE Case CTRL during fieldwork and can change due to contact codes or after the coverscreen is done.
- (2) **Age-eligibility**
Anyone who was born before or in the eligibility reference year (usually 50 years before the year of sampling) is age-eligible.
- (3) **Interview-eligibility/“Interview-eligible persons”**
Anyone who is eligible for an interview in the current wave.
- (4) **Panel Sample: General Eligibility Rules**
 - All age-eligible respondents who were interviewed in any previous wave are eligible for an interview.
 - Age-eligible respondents who moved within the country or into a nursing home, hospital or other old-age institution will be tracked and are eligible for a re-interview if they have participated before and lived in the household at time of sampling.
 - Current partners of age-eligible respondents (living in the same household) are interview-eligible regardless of age.
 - For age-eligible respondents who lived in the household at the time of sampling and participated in the survey, end of life interviews will be conducted if they have deceased.
- (5) **Panel Sample: Exclusions**
 - Respondents who are incarcerated, reside outside of the country during the entire survey fieldwork period or moved abroad are not interview-eligible.

- People are not eligible for an end of life interview or will not be tracked if they are no longer the partner of an age-eligible respondent and:
 - they have not been age-eligible at the time the household was sampled (“younger partners”);
 - they were not living in the household at the time of sampling (“new partners”); or
 - they have never participated in any previous wave.
- In general respondents living in households in which none of the interview-eligible members has participated in three or more consecutive waves are no longer eligible. However, non-participation in wave 8 will be disregarded due to the pandemic situation during the fieldwork period of wave 8.
- Eligible individual sample members who have deceased and for whom a proxy end of life interview has not been conducted for two waves or longer are no longer eligible for an end of life interview. However, wave 8 will be disregarded due to the pandemic situation during the fieldwork period of wave 8.

(6) **Refreshment Sample: Eligibility Rules in Case of a Sample Frame of Individuals**
(e.g., based on registry records with information on age)

- The designated respondent plus his/her partner (independent of age) will be interviewed.
- No other person in the household will be interviewed, even if age-eligible.
- Residents of nursing and foster homes are to be included in the sampling design and will be interviewed.
- Individuals who are already participating in SHARE are to be deleted from the sampling frame before the refreshment sample is sent to SHARE Coordination.

(7) **Refreshment Sample: Eligibility Rules in Case of a Sample Frame of Households**
(e.g., based on dwelling records or phone numbers without individual information on age)

- One individual out of all age-eligible respondents will be randomly selected by the SHARE Case CTRL. Only the randomly selected respondent plus his/her partner (independent of age) will be interviewed.
- No other person in the household will be interviewed, even if age-eligible.
- Households already participating in SHARE are to be deleted from the sampling frame before the refreshment sample is sent to SHARE Coordination.

(8) **Refreshment Sample: Exclusions**

“Interview-*ineligible* persons” in the refreshment sample include those

- who moved – new address unknown;
- whose address is non-existent, house vacant;
- who are deceased;
- who are incarcerated during the entire survey period;
- who are hospitalised during the entire survey period;

- who are out of the country or at a secondary residence (e.g. summer home etc.) during the entire survey period; or
- who are unable to speak the national language(s).

SIGNATURES – DATA COLLECTION FRAMEWORK CONTRACT SHARE WAVE 10

SHARE-ERIC

Date and place: _____

Signature of the legal representative and Managing Director of SHARE-ERIC

Date and place: _____

Signature of the Coordinator SHARE-ERIC Management

SURVEY AGENCY

Date and place: _____

Signature of the legal representative of SURVEY AGENCY

SHARE CTL (read and confirmed)

Date and place: _____

Signature of SHARE Country Team Leader

Task Order for Field Rehearsal

(Data Collection Framework Contract for the SHARE Wave 10 Survey in Country)

1. ENTRY INTO FORCE AND VALIDITY OF THE TASK ORDER

- 1.1 The Task Order shall enter into force on the date on which it is signed by the last contracting party. Provision of the services may under no circumstances begin before the date on which the Task Order enters into force.
- 1.2 Notwithstanding termination of the Task Order, its provisions shall continue to bind the parties in so far and for as long as may be necessary to give effect to their respective rights and obligations.

2. SUBJECT

This Task Order contains all specifications (including sample size, payments, and deliverables) concerning the field rehearsal of SHARE Wave 10. It is subject to the Data Collection Framework Contract for SHARE Wave 10.

3. PURPOSE

- 3.1 During the field rehearsal, the questionnaires and electronic contact protocol Case CTRL as well as the Sample CTRL tool (see Section 20 of the Data Collection Framework Contract for definitions) will be subject to a final test run in national language(s) before the main data collection. The purpose is checking for question routing, wording, translation issues, and the link between CAPI, Case CTRL and Sample CTRL. The purpose is also for SURVEY AGENCY to get practice in all procedures that will be needed during the main data collection. No changes will be made to the questionnaire after the field rehearsal (safe for technical bugs).
- 3.2 The field rehearsal shall be conducted in such a manner that all procedures and resulting data will closely resemble the main data collection.

4. SAMPLE SIZE AND COSTS

- 4.1 The **contract sum** for the field rehearsal is **XXX Euro**, according to the offer dated **dd.mm.yy**.
- 4.2 The expected number of complete and valid interviews („expected net sample“, N_{exp}) for the field rehearsal is 100.

- 4.3 In multi-lingual countries, SURVEY AGENCY shall conduct approximately the same number of complete and valid interviews per language for a total of 100 net interviews for the field rehearsal.
- 4.4 The contract sum for the field rehearsal will be paid upon completion of the field rehearsal. SHARE-ERIC reserves the right to withhold payment until all deliverables specified in Table 2 have been delivered and approved by SHARE-ERIC.

5. CONTROLS AND AUDITS

- 5.1 SURVEY AGENCY may be subject to requests of data for review and evaluation of the SHARE project. [INSERT REFERENCE TO RELEVANT NATIONAL FUNDING BODIES AUDIT REGULATIONS HERE] shall take effect between the parties of this contract and be applied accordingly.
- 5.2 Therefore, SURVEY AGENCY must ensure for the duration of up to five years after the end of this contract that audits by [INSERT NATIONAL FUNDING BODY] or by order of [INSERT NATIONAL FUNDER'S AUDITING BODY] can be carried out in accordance with the provisions of Art. [xyz] of [INSERT REFERENCE TO RELEVANT GRANT PROVISIONS]; the duties conferred upon the grant beneficiaries by these provisions shall also apply to SURVEY AGENCY.

6. SAMPLING

- 6.1 The field rehearsal should be based on all panel respondents/ households of the field rehearsal of any previous SHARE wave.
- 6.2 If SURVEY AGENCY has been entrusted with data collection in the previous wave of SHARE, before fieldwork, SHARE Coordination will provide a template and guidelines (Deliverable FiRe_AIF, see Table 1 for SHARE Coordination deliverables) to get information about the panel sample from the SURVEY AGENCY. SURVEY AGENCY will fill in the template providing SHARE Coordination their list of panel respondents/ households from the address file including some basic information to check the panel sample (Deliverable FiRe_AIF_compl, see Table 2 for SURVEY AGENCY deliverables).
- 6.3 In addition, SURVEY AGENCY will provide a list of all deceased respondents together with the source of information (e.g. from registers, panel care) (Deliverable FiRe_Dead). In all cases, after fieldwork SURVEY AGENCY will provide an updated list of deceased respondents (Deliverable FiRe_Dead_final).
- 6.4 SHARE Coordination will check the panel sample file in close cooperation with SURVEY AGENCY. Checking includes e.g. matching of households/ respondents to address files, respondents that moved or deceased. SURVEY AGENCY will adapt information in their files if needed. SHARE Coordination will then compile a final preload file to be uploaded into the Sample CTRL (Deliverable FiRe_SCTRL).

- 6.5 The field rehearsal panel sample must be supplemented with a random refreshment sample regardless of whether a refreshment sample is planned in the main data collection, in order to test the CAPI instrument for new partners. It is especially needed if the field rehearsal sample is too small to yield 100 complete net interviews, if it is the first wave in which a country participates, or if the main data collection includes a refreshment sample. The field rehearsal refreshment sample can be a random sample, a sample from a pre-recruited panel (e.g. an unused batch of a refreshment sample), or a quota sample of eligible respondents. A convenience sample is not permitted.
- 6.6 SHARE Coordination will provide a template to document the baseline/refreshment (gross) sample of the field rehearsal (Deliverable FiRe_GS_templ, Table 1). SURVEY AGENCY will provide the CTL and SHARE Coordination with a baseline/refreshment (gross) sample data file with data on each sampled unit available from the sampling frame used which must be compiled in close collaboration with SHARE Coordination (Deliverable FiRe_GS, Table 2) and which is a completed version of Deliverable FiRe_GS_templ. SURVEY AGENCY shall make sure that a baseline/refreshment sample is ready at least 4 weeks before the start of the field rehearsal TTT (see section 20 of the Data Collection Contract for definitions). This lead-time is necessary for SHARE Coordination to prepare the technical implementation of the sample into the SHARE Coordination-provided Sample Control (Sample CTRL) software (Deliverable FiRe_SCTRL, Table 1).

7. INTERVIEWER TRAINING

7.1 TTT OF FIELD REHEARSAL

- 7.1.1 The TTT (see Sections 10.2 and 20 of the Data Collection Framework Contract) of field rehearsal will take place presumably in August 2023.
- 7.1.2 At least one (better two) representative(s) of SURVEY AGENCY shall attend the field rehearsal TTT (see section 20 of the Data Collection Contract for definitions). In addition, there will be one full day of training for IT staff of SURVEY AGENCY. SURVEY AGENCY is obliged to attend the IT staff training with at least one person. The IT staff training will be conducted in English and will train SURVEY AGENCY in how to use the SHARE Sample CTRL.

7.2 NTS OF FIELD REHEARSAL

- 7.2.1 The NTS (see Section 20 of the Data Collection Framework Contract) of field rehearsal shall be held immediately and no later than ten calendar days after the TTT of field rehearsal. Between 10 and 15 experienced interviewers shall be trained. SURVEY AGENCY shall commit to NTS dates of the field rehearsal as per Deliverable FiRe_NTS_dates.
- 7.2.2 For training interviewers, SURVEY AGENCY shall use translated materials provided by SHARE Coordination. Only materials approved by SHARE Coordination shall be used in the interviewer training sessions.

- 7.2.3 SURVEY AGENCY shall also deliver a report on the NTS (Deliverable FiRe_NTS_form_compl) by submitting the completed form of Deliverable FiRe_NTS_form.

8. RESPONDENT CONTACT PROCEDURES

- 8.1 SURVEY AGENCY shall submit the advance letter (Deliverable FiRe_Adv_letter) (see Section 20 of the Data Collection Framework Contract) to SHARE Coordination in both national language(s) and English translation.
- 8.2 The data protection statement (see Section 20 of the Data Collection Framework Contract) has to be submitted by SURVEY AGENCY to SHARE Coordination in national language(s) after translation (Deliverable FiRe_Data_prot).
- 8.3 The documents must be submitted for approval at least four weeks before the field rehearsal TTT.
- 8.4 If normal postal delivery is not possible, SURVEY AGENCY is demanded to propose an alternative for the delivery of the letter or an alternative way of informing the panel respondents compliant with the SHARE data protection rules. Whatsapp and Facebook cannot be used to inform respondents.

9. DATA COLLECTION OF FIELD REHEARSAL

- 9.1 The data collection of the field rehearsal shall commence immediately after the NTS and be completed no later than four weeks after the field rehearsal TTT.
- 9.2 After the end of the data collection, SURVEY AGENCY shall hold a debriefing meeting with interviewers, in which the interviewers report on their experiences during the fieldwork. A summary of the meeting shall be submitted by the SURVEY AGENCY (Deliverable FiRe_Debrief).
- 9.3 All necessary deliverables needed to conduct the field rehearsal will be made available by SHARE Coordination in advance (Deliverable FiRe_CAPI, FiRe_SowCards, FiRe_Materials, see Table 1).
- 9.4 SURVEY AGENCY shall deliver a database containing all field rehearsal data (Deliverable FiRe_data, Table 2).

10. DELIVERABLES

Table 1: Field rehearsal deliverables of SHARE Coordination - SHARE Wave 10

No.	Deliverable	Due date
FiRe_AIF	Template for panel sample information (Agency Info File) including guidelines of field rehearsal	tbd
FiRe_SCTRL	Sample Control (Sample CTRL) software with preload of panel sample of field rehearsal	1 week before start of fieldwork
FiRe_GS_templ	Template baseline/refreshment (gross)sample of field rehearsal	4 month before start of fieldwork
FiRe_CAPI	SHARE CAPI & Case CTRL executable program in English of field rehearsal	1 week before start of fieldwork
FiRe_ShowCards	Show cards with response options in English of field rehearsal	1 week before start of fieldwork
FiRe_Materials	Dynamometers, other materials for physical measures	1 week before first TTT
Data_Protect	English version of the data protection statement for the respondents	tbd
FiRe_NTS_form	National training session report form (to be completed together with university-based country team)	1 week before first TTT

Table 2: Field rehearsal deliverables of SURVEY AGENCY – SHARE Wave 10

No.	Deliverable	Based on SHARE Coordination deliverable	Due date
FiRe_AIF_compl	Information on panel sample (completed Agency Info File)	FiRe_AIF	tbd
FiRe_Dead	List of all deceased respondents together with the source of information (e.g. from registers, panel care)	n/a	tbd
FiRe_Dead_final	List of all deceased respondents together with the source of information (e.g. from registers, panel care) after field rehearsal	n/a	tbd
FiRe_GS	Baseline/refreshment (gross) sample file of field rehearsal	FiRe_GS_templ	4 weeks before pretest TTT
FiRe_data	Uploads of CAPI-, Case CTRL-, keystroke data generated	n/a	Weekly during data collection

	during field rehearsal interview process of field rehearsal		
FiRe_Adv_letter	Advance letter(s) for respondents in national language(s) and English translation	n/a	4 weeks before first TTT
FiRe_Data_prot	Translation of data protection statement for respondents in national language(s)	Data_Protect	4 weeks before first TTT
FiRe_NTS_dates	Signed and dated list with date & location of all national training sessions	n/a	4 weeks before TTT
FiRe_Debrief	Summary of debriefing meeting with interviewers of field rehearsal phase		2 weeks after end of fieldwork
FiRe_ NTS_form_compl	Completed national training session report form (to be completed together with university-based country team)	FiRe_NTS_form	2 weeks after the first NTS

SIGNATURES FOR FIELD REHEARSAL

SHARE-ERIC

Date and place: _____

Signature of the legal representative and Managing Director of SHARE-ERIC

Date and place: _____

Signature of the Coordinator SHARE-ERIC Management

SURVEY AGENCY

Date and place: _____

Signature of the legal representative of SURVEY AGENCY

SHARE CTL (read and confirmed)

Date and place: _____

Signature of SHARE Country Team Leader

Task Order for SHARE Main Data Collection

(Data Collection Framework Contract for the SHARE Wave 10 Survey in **Country**)

1. ENTRY INTO FORCE AND VALIDITY OF THE TASK ORDER

- 1.1 The Task Order shall enter into force on the date on which it is signed by the last contracting party. Provision of the services may under no circumstances begin before the date on which the Task Order enters into force.
- 1.2 Notwithstanding termination of the Task Order, its provisions shall continue to bind the parties in so far and for as long as may be necessary to give effect to their respective rights and obligations.

2. SUBJECT

This Task Order contains all specifications (including sample size, payments, and deliverables) concerning the main data collection of CAPI SHARE Wave 10. The Task Order for the main data collection is subject to the Data Collection Framework Contract for SHARE Wave 10.

3. PURPOSE

The purpose of the main data collection is generating SHARE data that will be released to the scientific community free of charge.

4. SAMPLE SIZE AND COSTS

4.1 PAYMENT PLAN

The following payment schedule shall apply for maturity of instalments:

1st instalment:

25% of the contract sum for the panel will be paid upon signature of the Task Order for Main Data Collection.

2nd instalment:

40% of the contract sum for the panel will be paid upon the end of fieldwork.

3rd instalment:

Remainder of the actual payments paid after data delivery and after SHARE-ERIC has approved the collected data including matches and deliverables. SHARE-ERIC reserves the right to withhold the last instalment until all deliverables specified in Table 2 have been delivered and approved by SHARE-ERIC.

4.2 PANEL SAMPLE

4.2.1 The **contract sum** (expected total costs, TC_{exp}) for the panel sample is **XXX Euro** excluding VAT, according to the offer dated **dd.mm.yyyy**.

4.2.2 This contract sum is the sum of all expected payments and consists of two parts:

- I. **Fixed costs** (FC) of **xxx Euro**. Fixed costs for the panel sample may not exceed 25% of the contract sum.
- II. **Expected variable costs** (VC_{exp}) depending on fieldwork success.

4.2.3 Expected variable costs are based on the expected net number of complete and valid interviews (“expected net sample”, N_{exp}).

The expected net sample for the panel sample is XXX.

Presumably **xx%** of the households included in the panel sample participated in the last wave, while approximately xx% did not.

The target retention rate is 85% for target persons from households that participated in the last wave, 25% for those from households that did not participate in the last wave. The estimation of the expected panel net sample size is based on these rates.

4.2.4 The **unit price** (UP) is the variable cost of a single complete and valid interview. In terms of the contract sum, the unit price is calculated by subtracting the fixed costs from the expected total contract sum (TC_{exp}), and dividing remaining costs (expected variable costs, VC_{exp}) by N_{exp} , i.e.,

$$\begin{aligned} VC_{exp} &= TC_{exp} - FC \\ UP &= VC_{exp} / N_{exp}. \end{aligned}$$

The unit price for the panel sample is XXX Euro.

4.2.5 Additionally, complete and valid interviews with target persons from households that did not participate in the last wave will be paid an incentive of 25% of the unit price ($UP * 1,25$).

4.2.6 **Actual payments** for the panel sample will be determined after the fieldwork has ended. They consist of the fixed costs plus the variable payments, i.e. the actually achieved net number of interviews (N) times the unit price (UP). For each interview achieved in a household that did not participate in the last wave the additional incentive of 25% of the UP will be applied.

Actual payments may be larger or smaller than the expected contract sum.

5. CONTROLS AND AUDITS

- 5.1 SURVEY AGENCY may be subject to requests of data for review and evaluation of the SHARE project. [REFERENCE TO RELEVANT NATIONAL FUNDING BODIES AUDIT REGULATIONS HERE] shall take effect between the parties of this contract and be applied accordingly.
- 5.2 Therefore, SURVEY AGENCY must ensure for the duration of up to five years after the end of this contract that audits by [NATIONAL FUNDING BODY] or by order of [NATIONAL FUNDER'S AUDITING BODY] can be carried out in accordance with the provisions of Art. [xyz] of [REFERENCE TO RELEVANT GRANT PROVISIONS]; the duties conferred upon the grant beneficiaries by these provisions shall also apply to SURVEY AGENCY.

6. SAMPLING

6.1 PANEL SAMPLE OF MAIN DATA COLLECTION

- 6.1.1 The main data collection shall be based on all panel respondents/households of the main data collection of any previous SHARE wave, fulfilling the SHARE eligibility rules as specified in Section 20 of the Data Collection Framework Contract.
- 6.1.2 If SURVEY AGENCY has been entrusted with data collection in the previous wave of SHARE, before fieldwork, SHARE Coordination will provide a template and guidelines (Deliverable Main_AIF, see Table 1 for SHARE Coordination deliverables) to get information about the panel sample from the SURVEY AGENCY. SURVEY AGENCY will fill in the template providing SHARE Coordination their list of panel respondents/households from the address file including some basic information to check the panel sample (Deliverable Main_AIF_compl, see Table 2 for SURVEY AGENCY deliverables).
- 6.1.3 In addition, SURVEY AGENCY will provide a list of all deceased respondents together with the source of information (e.g. from registers, panel care) (Deliverable Main_Dead). In all cases, after fieldwork SURVEY AGENCY will provide an updated list of deceased respondents (Deliverable Main_Dead_final).
- 6.1.4 SHARE Coordination will check the panel sample file in close cooperation with SURVEY AGENCY. Checking includes e.g. matching of households/respondents to address files, respondents that moved or deceased. SURVEY AGENCY will adapt information in their files if needed. SHARE Coordination will then compile a final preload file to be uploaded into the Sample CTRL (Deliverable Main_SCTRL).

7. INTERVIEWERS

- 7.1 The maximum number of conducted interviews per interviewer that is acceptable to SHARE-ERIC is 50. In case SURVEY AGENCY cannot comply with this requirement,

SHARE Coordination may allow deviating proceedings after individual assessment together with CTL and SURVEY AGENCY.

- 7.2 SURVEY AGENCY shall demonstrate interviewer experience, training attendance and further details on interviewers by submitting the interviewer roster to SHARE Coordination (Main_IWRoster_compl, based on Deliverable Main_IWRoster). The interviewer roster must contain data on all trained interviewers independent of their actual activity for SHARE. This means that the roster also must contain interviewers who dropped out before conducting any interviews. Four weeks after the end of fieldwork, SURVEY AGENCY shall inform SHARE Coordination whether additional interviewers have been trained during the fieldwork period, and if so, submit an updated interviewer roster.

8. INTERVIEWER TRAINING

8.1 TTT OF MAIN DATA COLLECTION

- 8.1.1 The TTT of main data collection (see Sections 10.2 and 20 of the Data Collection Framework Contract) will take place presumably in April 2024.
- 8.1.2 At least one (better two) representative(s) of SURVEY AGENCY shall attend the TTT of main data collection (see section 20 of the Data Collection Contract for definitions). In addition, SURVEY AGENCY is obliged to attend the IT staff training with at least one representative (see Section 20 of the Data Collection Framework Contract for definitions). SURVEY AGENCY shall follow all instructions, given throughout IT staff training.

8.2 NTS OF MAIN DATA COLLECTION

- 8.2.1 The NTS (see Section 20 of the Data Collection Framework Contract) of main data collection shall be held immediately and no later than ten calendar days after the TTT of main data collection. SURVEY AGENCY shall commit to NTS dates of the main data collection as per Deliverable NTS_dates.
- 8.2.2 Coverage of all topics addressed at the TTT during the NTS shall be demonstrated by submitting all presentation slides to SHARE Coordination in national language(s) (Deliverable Main_slides_NTS).
- 8.2.3 After the end of main data collection, SURVEY AGENCY shall hold a debriefing meeting with interviewers, in which the interviewers report on their experiences during the fieldwork. Results of these debriefing meeting shall be submitted to SHARE Coordination through SURVEY AGENCY Feedback Form (Deliverable SAFF_compl).
- 8.2.4 SURVEY AGENCY shall also deliver a report on NTS (Deliverable NTS_form_compl) by submitting the completed form of Deliverable NTS_form.
- 8.2.5 SURVEY AGENCY is responsible for organising further NTS before or during the fieldwork period if additional interviewers are needed for completion of the Data Collection Framework Contract and if the time between an interviewer's participation in NTS and the start of the interviewer's fieldwork exceeds 14 calendar days.

9. RESPONDENT CONTACT PROCEDURES

9.1 ADVANCE LETTERS AND DATA PROTECTION STATEMENTS

- 9.1.1 SURVEY AGENCY shall submit the advance letter (Deliverable Main_Adv_letter) to SHARE Coordination in both national language(s) and English translation.
- 9.1.2 The advance letter must also include a reply card that respondents can use to give their new address in case of moving or telephone number and preferably also include a prepaid incentive.
- 9.1.3 The data protection statement has to be submitted by SURVEY AGENCY to SHARE Coordination in national language(s) after translation (Deliverable Main_Data_prot).
- 9.1.4 The documents must be submitted at least four weeks before the TTT of the main data collection and may only be sent to respondents after approval by SHARE Coordination.
- 9.1.5 If the advance letter and data protection statement of the field rehearsal (Deliverable FiRe_Adv_letter and Deliverable FiRe_Data_prot) have been successfully submitted to and approved by SHARE Coordination and will be used in unmodified form in the main data collection again, notification of this fact by Survey Agency to SHARE Coordination at least four weeks before the TTT of the main data collection will be sufficient.
- 9.1.6 If normal postal delivery is not possible, SURVEY AGENCY is demanded to propose an alternative for the delivery of the letter or an alternative way of informing the panel respondents compliant with the SHARE data protection rules. Whatsapp and Facebook cannot be used to inform respondents.

9.2 MODE AND TIMING OF CONTACT ATTEMPTS

- 9.2.1 Before a household can be considered a non-contact, a minimum of **six** contact attempts according to the following call schedule is required:
 - Weekday daytime: at least 2 contact attempts
 - Weekday evening: at least 2 contact attempts
 - Weekend: at least 2 contact attempts
- 9.2.2 SURVEY AGENCY warrants that the first contact attempt will be made in 80 per cent of all issued households within the first 4 weeks after sending an advance letter. Non-contacted sample persons shall be re-attempted throughout the survey period. The contact attempts shall be spread over at least two months.
- 9.2.3 SHARE Coordination has the right to demand changes in SURVEY AGENCY's contact schedules during the fieldwork monitoring, to optimise the timing of the contact attempts.
- 9.2.4 All specifications on contacting households will be assessed with SHARE Case CTRL data after end of fieldwork and published through the SHARE Compliance Profiles.

9.3 CONVERSION OF RELUCTANT RESPONDENTS

SURVEY AGENCY shall attempt to convert every initially non-cooperative sample member. All cases, which express reluctance to participate, must receive a reluctance conversion attempt, if this will be in accordance with legal regulations and preferably by a different interviewer.

10. DATA COLLECTION

10.1 Data collection will be closely interconnected with the central data management service of SHARE Coordination. The fieldwork shall start no later than one week after the first NTS and shall end no later than 6 months after the TTT for main data collection.

10.2 SURVEY AGENCY shall respect and abide by all relevant laws and regulations in force in the country where the services are performed and SURVEY AGENCY shall ensure that its personnel, and, if subcontracting is permitted, all subcontractors' personnel also respect and abide by all such laws and regulations (see section 14.4 of the Data Collection Framework Contract). This applies in particular to laws and regulations with regard to the Covid-19 pandemic. Without limitation, SURVEY AGENCY is especially responsible for fully complying with all regional and national legal provisions concerning the protection of the health of individuals during the Covid-19 pandemic, applicable at the time of the respective action, and for taking all necessary protective measures for the benefit of both the respondents and the interviewers.

10.3 All necessary deliverables needed to conduct the main data collection will be made available by SHARE Coordination in advance (e.g. Deliverable Main_CAPI, Main_ShowCards, Main_Materials, see Table 1).

10.4 During the fieldwork, SURVEY AGENCY shall deliver the following data to SHARE Coordination (via upload to the CentERdata servers) through the export function of the Sample CTRL software fortnightly on dates given by SHARE Coordination (Deliverable Main_data):

- files containing *interview data*
- an ASCII file containing the *keystroke* and *timestamp files*
- data from the Case CTRL

10.5 SURVEY AGENCY is responsible for making sure that interview data from interviewers is delivered to them at least twice per week. Failure of SURVEY AGENCY to collect interviews from interviewers on a twice-per-week basis may result in inaccurate assessment of fieldwork status and is sole responsibility of SURVEY AGENCY.

10.6 During fieldwork, SHARE Coordination will send out Fieldwork Monitoring Reports every other week to inform all survey agencies and country teams about the current state of fieldwork and suggest solutions to problems with fieldwork progress or data quality (Deliverable Monit_Rep).

- 10.7 End of study procedures: SURVEY AGENCY shall work closely with SHARE Coordination to determine the best approach for closing the study and obtaining the response/retention rate goal. SHARE Coordination must approve all such strategies.

11. INTERVIEWER MONITORING

- 11.1 SURVEY AGENCY shall make sure that interviewers are closely monitored for timeliness, data quality and falsifications. Each interviewer is assigned a unique identification number, which she or he will use when working with the Case CTRL. SURVEY AGENCY shall inform interviewers accordingly and in compliance with all relevant European and national legal provisions of applicable data protection and employment laws.
- 11.2 SURVEY AGENCY shall inform interviewers that SHARE Coordination and the SHARE Country Team will be monitoring their work using all SHARE data.

12 VERIFICATION

- 12.1 SURVEY AGENCY shall certify that a minimum of 10% of each interviewer's complete interviews are verified by supervisory personnel. Interviews are selected randomly by SHARE Coordination and are provided together with the interviewer's unique identification number to SURVEY AGENCY (Back_check_tmpl).
- 12.2 Verification involves calling the selected respondents by telephone or visiting them face-to-face if telephone contacts are unsuccessful and re-asking factual questions from various parts of the interview according to SHARE deliverable Back_check_tmpl.
- 12.3 SURVEY AGENCY shall provide documentation about their back-checking efforts by submitting the deliverable Back_check_compl.
- 12.4 SHARE Coordination will conduct *data quality control checks*, e.g. focused statistical and data cleaning process checks, and provide results to SURVEY AGENCY (Back_check_tmpl).
- 12.5 SHARE Coordination may inspect verification and other quality control materials without prior notice throughout the data collection and data processing period.
- 11.6 Any interviewer credibly suspected of interview falsification will have 100% of his or her work verified.
- 11.7 SURVEY AGENCY shall contact and verify any interviewers failing to pass SHARE quality controls (Back_check_compl) and exclude interviewers from the entire survey if deemed necessary in agreement with the CTL. In all such cases, these interviews will be re-conducted at no cost to SHARE-ERIC.

12. DELIVERABLES

Table 1: Deliverables of main data collection of SHARE Coordination - SHARE Wave 10

No.	Deliverable	Due date
Main_AIF	Template for panel sample information (Agency Info File) including guidelines of main data collection	tbd
SDF	Sampling Design Form (if applicable)	6 month before start of fieldwork
Main_SCTRL	Sample CTRL software and preload for panel sample of main data collection	tbd
Main_CAPI	SHARE CAPI & Case CTRL executable program in English of main data collection	tbd
Main_ShowCards	Show cards with response options in English of main data collection	2 weeks before start of fieldwork
Main_Materials	Dynamometers, other materials for physical measures	2 weeks before first TTT
Main_IWRoster	Template for interviewer roster	4 weeks before first TTT
Main_manuals	Interviewer training materials in English (Case CTRL & Sample CTRL manuals, Interviewer manuals etc.)	1 week before the TTT
NTS_form	National training session report form (to be drafted together with university-based country team)	2 weeks before the first TTT
SAFF	Survey Agency Feedback Form	tbd
Monit_Rep	Fieldwork Monitoring Reports	Fortnightly during data collection
Back_check_templ	Template for back-check questions	4 weeks before start of fieldwork

Table 2: Deliverables of main data collection of SURVEY AGENCY – SHARE Wave 10

No.	Deliverable	Based on SHARE Coordination deliverable	Due date
Main_AIF_compl	Information on panel sample (completed Agency Info File)	Main_AIF	tbd
Main_Dead	List of all deceased respondent together with the source of information (e.g. from registers, panel care)	n/a	tbd
Main_Dead_final	List of all deceased respondent together with the source of information (e.g. from registers, panel care) after main data collection	n/a	Tbd
SDF_compl	Completed Sampling Design Form	SDF	4 months before start of fieldwork
Main_data	Uploads of CAPI-, Case CTRL-, keystroke data generated during main data collection interview process of main data collection	n/a	Fortnightly during data collection
Main_ShowCards_transl	Show cards of main data collection translated into national language(s)	Main_ShowCards	4 weeks after start of fieldwork
Main_IWRoster_compl	Completed interviewer roster	Main_IWRoster	4 weeks after start of fieldwork, 4 weeks after end of fieldwork
Main_slides_NTS	Presentation slides of national training sessions	n/a	4 weeks after start of fieldwork
SAFF_compl	Completed Survey Agency Feedback Form	SAFF	4 weeks after end of fieldwork
NTS_form_compl	Completed national training session report form (to be	NTS_form	2 weeks after first NTS

	completed together with university-based country team)		
NTS_dates	Signed and dated list with date & location of all national training sessions	n/a	16 weeks before TTT
Main_Adv_letter	Advance letter(s) for respondents in national language(s) and English translation (changes to field rehearsal-version only)	n/a	4 weeks before first TTT
Main_Data_prot	Translation of data protection statement for respondents in national language(s) (changes to field rehearsal-version only)	Data_Protect (cf. field rehearsal deliverables)	4 weeks before first TTT
Back_check_compl	Completed template for back-check questions	Back_check_templ	Monthly during data collection, 4 weeks after end of fieldwork

SIGNATURES FOR MAIN DATA COLLECTION

SHARE-ERIC

Date and place: _____

Signature of the legal representative and Managing Director of SHARE-ERIC

Date and place: _____

Signature of the Coordinator SHARE-ERIC Management

SURVEY AGENCY

Date and place: _____

Signature of the legal representative of SURVEY AGENCY

SHARE CTL (read and confirmed)

Date and place: _____

Signature of SHARE Country Team Leader

Data Processing Agreement

regarding the

SHARE Wave 10 Survey in **Country**

SECTION 1: SUBJECT MATTER, DURATION AND DEFINITIONS

Subject matter of this Agreement between the controller and the processor is the collection, processing, storage and transfer of the [insert nationality] SHARE data in accordance with the Data Collection Framework Contract for the SHARE Wave 10 Survey in [insert country] and its Task Orders (hereinafter referred to as "the Contract").

The processor shall perform the agreed services only as defined in the relevant contracts and agreements and in accordance with the subject matter and duration of the order.

"Controller" in the sense of Article 4 (7) of the EU Regulation 2016/679 (European General Data Protection Regulation, hereinafter referred to as "EU-GDPR") is SHARE-ERIC; "processor" in the sense of Article 4 (8) EU-GDPR is the Survey Agency.

SECTION 2: SCOPE, NATURE AND PURPOSE OF THE INTENDED DATA PROCESSING

(1) Within the scope of the execution of the Contract, the processor shall process the following personal data of the following groups of individuals (data subjects):

- contact information (names, addresses, telephone numbers, email addresses, etc.) of the respondents, related to respondents' households, proxies, etc.
- [insert nationality] gross sample data of the sampling process
- [insert nationality] SHARE survey data derived from the CAPI instrument (interview data of SHARE respondents, comments entered by the interviewers and keystroke data) and other instruments of the SHARE survey data collection (such as so-called "drop-offs", etc.)
- data derived from the Case CTRL containing technical information about the SHARE interviews in [insert country] (date, time and duration, interviewer-ID, laptop ID, contact procedures such as number and type of

contact, day and hour of contact, information about deceased persons, Case CTRL information, codes, and comments entered by the interviewers)

- data entered in the Case CTRL-Coverscreen (household composition and demographics: persons living in the household, names given by the respondent and entered by the interviewer in the CV, gender, month and year of birth, relationships, persons that moved in or out, information on deceases, proxy information, type of household and if household moved since last interview)
- preload sample files for the [insert nationality] SHARE study (containing first name, gender, birth month and birth year of respondents/sample members and if available also information from previous interviews)
- interviewer roster data consisting of profiles of [insert nationality] SHARE interviewers (ID, year of birth, gender, experience with SHARE, etc.)

(2) Data processing shall be performed for the following purposes only:

- the implementation of the SHARE survey
- quality checks in relation to the data collection
- fieldwork monitoring
- preloading values in next SHARE waves

(3) The personal data to be processed within the scope of the execution of the Contract are classified by the controller as data requiring a high protection level since the intended data processing, besides numerous other data, includes data concerning health, a special category of data as referred to in Article 9 (1) EU-GDPR. Furthermore, a combination of the different personal data processed within the scope of the execution of the Contract is regarded as likely to result in a high risk to the rights and freedoms of the data subjects if no adequate measures are taken to mitigate the risk.

(4) The processor may only collect, process or use the personal data as part of the controller's documented instructions. The processor shall be bound by the controller's instructions throughout the duration of the Contract.

(5) Pursuant to this Agreement, all data processed under the Contract may only be processed and stored in the countries in which the data are collected, countries, which are members of the European Union or signatory states to the Agreement on the European Economic Area. It is not permitted to transfer or convey data to a third country outside the countries stated. The processor hereby gives his assurance that he will protect the contractual data against access by governmental entities outside the European Union or the European Economic Area.

(6) The processor will only use data that have come to his knowledge in the course of fulfilling the Contract or in connection with it, for the purposes intended. Copies or duplicates must not be made unless the controller is aware of this and

has given prior written permission. Exception: backup copies, which are made so that data processing can be performed properly and so that liability and warranty claims can be fulfilled.

- (7) The processor shall refrain from providing information to third parties, including data protection authorities.

SECTION 3: CONTROLLER'S RIGHTS AND DUTIES

- (1) The controller is responsible for assessing the lawfulness of the data processing.
- (2) The controller is responsible for safeguarding the rights of the data subjects. The processor must immediately inform the controller if parties involved assert their rights vis-a-vis the processor.
- (3) The controller hereby instructs the processor to observe all obligations under this agreement. The controller shall be entitled to issue additional instructions to the processor at any time regarding the type, scope and nature of data processing.

SECTION 4: PROCESSOR'S RIGHTS AND DUTIES

- (1) The processor will regularly monitor the data processing and internal processes, and immediately inform the controller of cases of serious operational disruptions or other irregularities in processing the controller's data if he suspects that the protection of personal data has been infringed. The processor will take the necessary steps to secure the data and mitigate any negative consequences for persons affected, and to this end will immediately liaise with the controller. The processor will give the controller all the information he demands without delay, in particular the information required for the reports pursuant to Articles 33 and 34 EU-GDPR, and support him in fulfilling his obligations under Articles 33 and 34 EU-GDPR. The processor will immediately permit the controller or third parties nominated by him to conduct their own investigations into the data processing.
- (2) The processor will inform the controller without delay if he is of the opinion that any instruction breaches the EU-GDPR or any other data protection provisions of the EU or member states or of other countries in which the data are collected.
- (3) The processor shall notify the controller before an announced inspection by a data protection authority takes place if contractually agreed services will be affected or if the inspection might have consequences for the type and manner of contractual fulfilment. The processor will also notify the controller if any

authority conducts an investigation on the processor's premises as part of criminal proceedings or proceedings leading to a fine with respect to the processing of personal data or otherwise in connection with such data.

- (4) Furthermore, when first requested to do so, the processor shall immediately and comprehensively supply the controller with all necessary information regarding the collection, storage, processing or transfer of personal data, which may be needed to fulfil any duties to provide information vis-a-vis parties involved or the relevant authorities. The processor will assist the controller in meeting his obligations under Articles 35 and 36 EU-GDPR (Data protection impact assessment and prior consultation) and will provide all the necessary information in this regard.
- (5) The processor will use his best endeavours to support the controller in proceedings before the regulatory authority, criminal proceedings, monetary fine and administrative proceedings, disputes with an affected party or third parties in connection with the contract processing or the personal data, in particular if any claims are asserted against the controller pursuant to Article 82 EU-GDPR. If such activities exceed the scope of the contractually agreed services, the processor may demand appropriate compensation.
- (6) The processor will only correct, delete or block personal data on the instructions or with the prior agreement of the controller. The processor is obliged to design his systems and make all further arrangements in such a way that he can comply with any such instructions from the controller without delay. He will support the controller to the best of his ability and within the bounds of the controller's instructions in satisfying enquiries and demands from persons affected pursuant to Chapter III of EU-GDPR.
- (7) The processor hereby gives his assurance that he has appointed a suitably qualified, reliable Data Protection Officer (DPO) who has been assigned sufficient time to perform his tasks in accordance with Articles 38 and 39 EU-GDPR. He will inform the controller of his contact details without delay. This also applies to any change in the position of the DPO. The processor shall inform the controller if he has no obligation to appoint a DPO.

SECTION 5: CONFIDENTIALITY OBLIGATION

- (1) The processor guarantees that employees involved in handling the controller's data and other persons working for the processor will not be allowed to process the data outside the scope of the controller's instructions. The processor also guarantees that persons authorised to process personal data have undertaken to maintain confidentiality or are subject to an appropriate, statutory duty of

secrecy. The duty of confidentiality/secrecy continues after the Contract has ended.

- (2) The processor assures that he has familiarised employees deployed for the Contract with the data protection provisions applicable to them. He will monitor observance of data protection regulations and instructions.

SECTION 6: TECHNICAL AND ORGANISATIONAL MEASURES

- (1) Within his sphere of responsibility, the processor will design his internal organisation in a way that it meets the special requirements of data protection. He will take technical and organisational measures for adequate protection of the controller's data – based on the required protection level of the data determined by the controller (in Section 2, paragraph 3 of this agreement) – in order to ensure a level of security appropriate to the risk for the rights and freedom of the data subjects.
- (2) The technical and organisational measures must meet the requirements of the EU-GDPR (Article 32) and permanently ensure the confidentiality, integrity, availability and resilience of his processing systems and services. In this connection the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, in particular in case of a personal data breach pursuant to Article 32 (2) EU-GDPR, must be taken into account.
- (3) The technical and organisational measures to be taken by the processor are defined in **Appendix 1** "Technical and Organisational Measures for SHARE Wave 10" as part of the processor's tender "[insert name of tender]" (dated dd.mm.yy). The CAPI instrument that is provided by the controller to the processor ensures the pseudonymisation of the collected SHARE survey data. I.e., it ensures that these personal data are processed in such a manner that they can no longer be attributed to a specific data subject without the use of additional information (which strictly is kept separately and is subject to adequate technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person). The setup and installation of the SHARE data collection applications and software that are delivered by the controller to the processor (such as the Sample CTRL, Case CTRL and CAPI), however, are subject to specific security instructions. These instructions have to be followed by the processor (including the implementation of all required security measures) in order to ensure an appropriate level of protection of the processed data.

- (4) The processor employs a procedure in accordance with Article 32 (1) (d) EU-GDPR to regularly inspect the efficacy of the technical and organisational measures for ensuring the security of the processing, and informs the controller of the results of the inspection.
- (5) Throughout the duration of the Contract, technical and organisational measures may be modified as part of ongoing technical and organisational changes. If throughout the duration of the Contract a modification of technical and organisational measures or additional measures is found to be necessary in order to ensure adequate protection the processor is obliged to implement them accordingly. Any changes must be set forth in writing.
- (6) Personal or sensitive data may only be sent via encrypted connections or in encrypted form. If the recipient needs a password or other form of key to decode the mail, this must be sent by a different route than the connection to be encrypted. The processor will bear the cost incurred for encryption himself.
- (7) Email messages between the Parties regarding data protection, secrecy and security will only be accepted if the text carries a digital signature. If the contents are personal or sensitive, the message must also be encrypted. The details of the signature procedure employed will be agreed prior to first use.
- (8) The processor assists the controller in selecting and installing appropriate technical and organisational measures to effectively implement the data protection principles of the EU-GDPR (e.g. data minimisation), include the necessary safeguards in his processing procedure to satisfy the requirements of the regulation and protect the rights of persons affected (privacy by design). The same applies to technical and organisational measures which ensure that as a result of the default setting, the only personal data processed are those that are required for the particular purpose concerned (privacy by default).

SECTION 7: EVIDENCE AND THE CONTROLLER'S RIGHTS OF SUPERVISION

- (1) The processor provides the controller with evidence by suitable means that he has met his obligations set out in this agreement.
- (2) The controller has the right to carry out reviews in consultation with the processor or to have them carried out by inspectors to be named in each case. He has the right to satisfy himself by means of spot checks on the processor's premises, usually to be announced in good time, that the processor is adhering to this agreement.
- (3) The processor will ensure that the controller is able to convince himself of the fact that the processor is meeting his obligations in accordance with Article 28

EU-GDPR. The processor undertakes to provide the controller with the necessary information upon request, and in particular to provide proof that the technical and organisational measures have been implemented.

- (4) The processor can also submit the proofs set out below:
- certification in accordance with an approved certification procedure pursuant to Article 42 EU-GDPR;
 - up-to-date certificates, reports or extracts from reports by independent bodies (e.g. chartered accountants, auditors, Data Protection Officer, IT Security Department, Data Protection auditors, Quality auditors);
 - appropriate certification through an IT security or data protection audit.

The controller's right under paragraphs 2 and 3 of this Agreement to carry out reviews and request information, remain unaffected.

SECTION 8: SUBCONTRACTING

- (1) Subcontractors may only be used with the prior written agreement of the controller for the specific case in question. If the use of subcontractors is permitted, the processor must meet the obligations set out below. The controller is also entitled to include further obligations in his written approval.
- (2) In the event of written approval, the processor will always inform the controller of any intended change with regard to the addition or replacement of other processors. The controller is entitled to object to any such changes.
- (3) The processor must draw up an appropriate contract to ensure that the subcontractor has the same obligations vis-a-vis the processor as the processor has vis-a-vis the controller under this Agreement. Before the start of data processing and at regular intervals thereafter, the processor must check that the subcontractor fulfils these obligations, in particular the agreed technical and organisational measures. The outcomes of these checks must be documented. If the subcontractor fails to meet his data protection obligations, the processor will be liable to the controller for meeting the subcontractor's obligations.
- (4) The processor must also ensure and set forth in an appropriate contract that the controller has the same monitoring rights vis-a-vis the subcontractor as the controller has vis-a-vis the processor. These contractual provisions must be drawn up in such a manner that the controller — regardless of the processor's responsibility for the subcontractor — has direct rights vis-a-vis the subcontractor. If requested to do so, the processor must provide the controller with information regarding key contractual provisions concerning monitoring rights and the subcontractor's implementation of data protection obligations.

- (5) Personal data belonging to the controller may only be transmitted to the subcontractor and the subcontractor may only start with his work after all the conditions for subcontracting have been met.
- (6) The use of sub-subcontractors is not permitted. The processor must draw up contractual provisions, which prohibit his subcontractor from using subcontractors themselves.
- (7) Subsidiary companies and ancillary services, which the processor takes advantage of, e.g. in the form of telecommunications services, postal/transport services, maintenance (if no disclosure of the client's personal data is possible) and user services, the disposal of data storage media and measures to ensure confidentiality, availability, integrity and resilience of software and IT systems, are not classed as subcontractor relationships. However, the processor is obliged to sign appropriate, legal contracts even for outsourced ancillary services and to implement inspection measures to ensure the protection and security of the controller's data.

SECTION 9: SURRENDER, DELETION, END OF CONTRACT

- (1) After the contractual work has been completed, or earlier at the request of the controller, the processor must in accordance with the controller's written instructions return the controller's data or destroy them in compliance with data protection regulations. The same applies to any further databases in connection with the order, all documentation that has come into his possession, any processing and usage results produced to the controller/client as well as test and waste material. The record of any deletion or destruction must be presented on request.
- (2) However, backup copies which have been made in order to fulfil liability and warranty claims shall remain unaffected. The processor shall keep these items safe for the controller until they are fully surrendered to the controller, and must surrender them to the controller when first asked to do so. The processor shall secure these items against damage or loss in an appropriate manner, in particular by storing and archiving them properly. Backup copies must be locked using suitable methods in order to ensure that the processor cannot use them. The processor will supply information on such security copies to the controller at any time.
- (3) Documents and files, which are no longer required, must not be destroyed until prior written permission has been given by the controller in accordance with the relevant data protection legislation, providing appropriate evidence.

- (4) Documentation, which serves as evidence of proper data processing in accordance with the Contract, must be kept by the processor beyond the end of the agreement in accordance with the relevant retention periods. At the end of the Contract, he can return them to the controller to relieve himself of the responsibility.

SECTION 10: LIABILITY

- (1) The Parties are liable to third parties in accordance with Article 82 EU-GDPR.
- (2) Settlement between controller and processor will be governed by Article 82 (5) EU-GDPR.

SECTION 11: DATA PROTECTION RELATED PENALTIES, TERMINATION

- (1) The processor will incur a contractual penalty for every case of a culpable breach of obligations arising from Sections 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement.
- (2) The controller will use his discretion in defining an appropriate contractual penalty in each individual case, taking the specific circumstances into consideration. In particular, the controller shall take into account the type and extent of the damage (also potential damage), any advantage, which the processor has gained as a result of the infringement, and the nature of the infringed obligation. The upper limit for the contractual penalty is 100,000 Euros per breach. In the event of a dispute, the level of the contractual penalty must be reviewed by the responsible court.
- (3) Each contravention will be seen as a separate breach — to the exclusion of the principle of continued offence. In the event of lasting breaches, the contractual penalty will become due at the start of each week of the breach.
- (4) Further claims for damages asserted by the controller shall remain unaffected. However, the contractual penalty shall be offset against the amount of such claims for damages.
- (5) Each infringement against the provisions of this Agreement shall constitute grounds for extraordinary termination.

SECTION 12: FINAL PROVISIONS

- (1) If controller data held by the processor are jeopardised due to the action of a third party (e.g. execution or seizure), insolvency or settlement proceedings or other events, the processor must immediately notify the controller. The

processor must also point out to third parties that the data belong to the controller and that the processor is merely processing them under contract.

- (2) There shall be no right of retention with regard to the processed data and the related data media.
- (3) In the event of any contradictions to other contractual provisions, the regulations contained in this Agreement on the subject of data protection take precedence.
- (4) Amendments and additions to this Agreement and all its constituent parts — including any assurances given by the processor — require a written agreement, which can also be made in electronic form, and an explicit reference to the fact that it constitutes an amendment or addition to these conditions. This also applies to any waiver of this requirement of written form.
- (5) If a provision of this Agreement is invalid, this shall not affect the validity of the other provisions. If a provision proves invalid, the Parties shall replace it with a new provision, which approximates as closely as possible to what the Parties intended.
- (6) This Agreement is subject to German law.

SIGNATURES

CONTROLLER

Date and place: _____

Signature of the legal representative and Managing Director of SHARE-ERIC

PROCESSOR

Date and place: _____

Signature of the legal representative of SURVEY AGENCY
