

Framework agreement for the cooperation of Krämer Marktforschung GmbH with freelance interviewers

between

Krämer Marktforschung GmbH

and

Mr. / Ms.

hereinafter referred to as: Interviewer

1. Subject Matter and Legal Form

1.1

The Interviewer's activities for Krämer Marktforschung GmbH shall primarily be governed by the provisions of this Agreement and, additionally, by the content of the respective individual assignments.

1.2

The Interviewer shall work for Krämer Marktforschung GmbH as a **self-employed contractor** under this Agreement and the respective individual assignments, based on the statutory provisions governing contracts for work and services (Sections 631 et seq. of the German Civil Code – BGB).

2. Description of the Cooperation

2.1

The Interviewer shall be free from instructions, in particular with regard to determining his/her place of work and working time, within the framework of professional rules of conduct and methodological requirements.

2.2

Krämer Marktforschung GmbH shall issue individual assignments. The Interviewer is not obliged to accept assignments and may decline them at any time. Neither party is obliged to offer or accept assignments.

2.3

The Interviewer may subsequently decline accepted assignments, discontinue their performance, or cancel agreed time slots. The Interviewer must inform the client immediately. No remuneration shall be paid for assignments not performed or for cancelled time slots.

2.4

The Interviewer is not required to keep him- or herself available for assignments.

2.5

The Interviewer may freely choose the place and time of performance unless otherwise stipulated in the individual assignment or unless required by the methods and techniques of empirical market and social research.

2.6

Krämer Marktforschung GmbH is entitled to carry out spot checks, including by listening in, to verify that assignments are performed properly and in accordance with the contract. If doubts arise, the Institute may investigate these for methodological reasons, in particular to ensure representativeness, in accordance with the applicable professional rules of German market and social research. For this purpose, the Interviewer signs the consent declaration attached as **Annex 1**.

2.7

The Interviewer may also work for other companies, including companies conducting surveys. Such activities require neither notification nor approval.

2.8

The Interviewer is not required to perform the assignment personally. Performance by suitable third parties is permitted, provided that the Institute has received the declaration signed by the third party pursuant to **Annex 2** prior to their use.

3. Remuneration / Invoicing / Entrepreneurial Risk

3.1

Remuneration shall generally be paid only for **successful**, defect-free, timely completed interviews that comply with the agreed study requirements and scientific-methodological standards. The Interviewer therefore bears the risk of interview success, including interview drop-outs, non-reachability or refusal of respondents. Time-based remuneration may also be agreed. A separate

success-based fee may be agreed for successfully arranging appointments. Remuneration shall be agreed in each individual assignment.

3.2

The Interviewer shall invoice Krämer Marktforschung GmbH. Remuneration shall not become due without a proper invoice in accordance with tax law.

3.3

The Interviewer bears the risk of time, labor and financial expenditure required to obtain assignments and to perform interviews properly. No costs, including travel or training costs, shall be reimbursed.

3.4

If breaches of this Agreement are identified during audits, remuneration shall be forfeited. In the event of culpable breach, the Interviewer shall be liable for damages in accordance with statutory law.

4. Taxes and Social Security

The Interviewer is solely responsible for all obligations vis-à-vis tax authorities and social security institutions. Any damages incurred by Krämer Marktforschung GmbH due to non-compliance shall be reimbursed by the Interviewer.

The Interviewer shall provide his/her tax number, tax ID, tax class and VAT ID (if applicable) and notify any changes without delay.

5. Immigration Law

The Interviewer warrants that he/she fulfills all requirements under German immigration law permitting residence and work in Germany.

6. Duties of Independent Interviewers

Independent Interviewers are instructed to comply with this Agreement, particularly with respect to self-employment requirements.

7. Duty to Maintain Self-Employment Status

The Interviewer shall ensure that the requirements for self-employment are fulfilled and shall review compliance every two months. The overall picture is decisive. Non-compliance may have severe legal consequences, including criminal and civil liability.

8. Illegal Employment

The Interviewer is informed of the legal consequences of undeclared work and illegal employment and undertakes to comply with all statutory obligations, including any requirement to register a business.

9. Doubts and Notification of Loss of Self-Employment

The Interviewer must clarify doubts and immediately notify the Institute in writing if circumstances arise that may lead to pseudo self-employment.

10. Confidentiality and Data Protection

The Interviewer shall maintain confidentiality regarding all trade secrets and comply with data protection laws, including GDPR, even after termination. Personal data may be processed for contractual purposes.

11. Termination

This Agreement may be terminated by either party with one month's notice to the end of a calendar month.

12. Retention and Return of Documents

All documents and equipment must be stored securely and returned immediately upon request or upon termination.

13. Written Form

Amendments must be made in writing.

14. Place of Jurisdiction

Münster, Germany.

15. Severability

Invalid provisions shall be replaced by valid provisions reflecting their economic intent.

16. Copies

Each party receives a signed copy.

17. Annexes

Annexes 1–3 form an integral part of this Agreement.

For the interviewer:

Place, date, signature

For the company:

Place, date, signature

Appendix:

Appendix 1:
Declaration of Consent

Appendix 2:
Commitment to Compliance with Data Protection Requirements under the General Data Protection Regulation (GDPR)

Appendix 3:
Regulation of Fee Claims of Freelance Interviewers

Appendix 1: Declaration of Consent

I am aware that, as a market, opinion, and social research institute, the Institute may, for methodological reasons, monitor telephone interviews conducted by me for the purposes of quality control, quality assurance, training, and to ensure the Institute’s accountability. Such monitoring may also be carried out by other research institutes or by the client of the research project, provided that in the latter case the anonymity of the respondents is preserved. I am familiar with the “Guidelines for Telephone Surveys” issued by the associations of market, opinion, and social research in Germany. I hereby explicitly consent to the monitoring of telephone interviews conducted by me in accordance with the professional rules of conduct of market, opinion, and social research as well as the legally permissible framework.

I have the right to revoke this declaration of consent at any time with future effect. Revocation must be made in writing and does not require any justification. The revocation must be addressed to the management of the Institute.

Notwithstanding the revocation, interviews conducted by me may continue to be monitored if another legal basis applies (see below), provided that the Institute informs me prior to any monitoring following the revocation.

I am aware that my personal data may be processed for the purposes of the independent contractor relationship, to the extent necessary for the decision on establishing the relationship, its execution or termination, or for the exercise or fulfilment of rights and obligations arising from law or other legal basis. I am also aware that the processing of personal data is lawful if necessary to protect the legitimate interests of the data controller or a third party, provided that such interests do not override the interests or fundamental rights and freedoms of the data subject (myself), which require protection of personal data, particularly if the data subject is a child (Art. 6(1)(f) GDPR).

Surname, first name (interviewer):

Place/date: **Signature:**

Surname, first name (interviewer):

Place/date: **Signature:**

Appendix 2: Commitment to Compliance with Data Protection Requirements under the General Data Protection Regulation (GDPR)

(Formulated according to: 1) Bavarian State Office for Data Protection Supervision, Instruction and Commitment of Employees to Observe the Data Protection Requirements under the GDPR, February 2018; and 2) German Association for Data Protection and Data Security e.V., "GDD Practical Guide GDPR XI, Commitment to Confidentiality," December 2017)

I have been informed that it is prohibited to process personal data without authorization. Personal data may therefore only be processed if consent or a legal provision permits the processing, or if the processing of such data is required (Art. 6 GDPR). The principles of the GDPR for the processing of personal data are set out in Art. 5 (1) GDPR and essentially include the following obligations:

Personal data must:

- Be processed lawfully and in a manner that is transparent to the data subject;
- Be collected for specified, explicit, and legitimate purposes and not further processed in a manner incompatible with those purposes;
- Be adequate, relevant, and limited to what is necessary for the purposes of processing ("data minimization");
- Be accurate and, where necessary, kept up to date; all reasonable steps must be taken to ensure that personal data that are inaccurate with regard to the purposes of processing are erased or rectified without delay;
- Be kept in a form that permits identification of the data subject for no longer than is necessary for the purposes for which the data are processed;
- Be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, by means of appropriate technical and organizational measures ("integrity and confidentiality").

I am aware that personal data subject to social confidentiality must be kept confidential to the same extent as the original transmitting entity.

I commit to participating in the offered data protection training.

I am aware that violations of this commitment may be subject to fines and/or imprisonment and that a violation may also constitute a breach of contractual obligations. (Civil) claims for damages may also arise from culpable violations of this commitment. The confidentiality obligation arising from the contract is not affected by this declaration. The commitment continues to apply even after the termination of my employment.

By signing, I confirm this commitment. I have received a copy of this commitment.

Surname, first name (interviewer):

Place/date: **Signature:**

Surname, first name (Institute) :

Place/date: **Signature:**

Appendix 3: Regulation of Fee Claims of Freelance Interviewers

between

Krämer Marktforschung GmbH, Siemensstr. 57 -59, 48153 Münster

and

Name: _____

Address: _____

hereinafter referred to as: Interviewer

§ 1 Invoicing, Due Date and Expiration of Claims

1. The Freelancer undertakes to settle all claims arising from the freelance engagement with the Client promptly and to make them due by submitting a proper invoice.
2. Claims of any kind based on services provided by the Freelancer in the period of the first and second quarter of a calendar year must be invoiced and submitted for payment no later than **September 30** of the current year. Similarly, claims for services rendered in the third and fourth quarter must be invoiced and submitted for payment no later than **March 31** of the following year.
3. The Freelancer's invoice to the Client must comply with legal, in particular tax-related, requirements for proper invoicing and, in addition to a description of the services, must include at least the following information:
 - Full name and address of the Freelancer as service provider
 - Full name and address of the Client as service recipient
 - VAT identification number and tax number of the Freelancer
 - Consecutive invoice number
 - Date of issue of the invoice
 - Date(s) of service provision
4. Payment of properly invoiced and due services will be made as part of the Client's regular payment cycle. This occurs on **the Friday following the 15th day of the month** after the month in which the service was provided. If the payment date falls on a public holiday, payment will be made on the next working day.
5. Claims that are not invoiced and submitted for payment in accordance with the above regulations by the respective deadline shall **expire**. Specifically: Services provided in the first and second quarter will expire if the Freelancer has not invoiced and submitted them for payment by **September 30** of the current year. Similarly, services provided in the third and fourth quarter will expire if not invoiced and submitted for payment by **March 31** of the following year.

Münster, on

Münster, on

Institute

Interviewer