

# ENAR NATIONAL SHADOW REPORT CONTRACT

Between  
**the ENAR National Coordination:**  
Czech Helsinki Committee  
Štefánikova 21, Prague 5, 150 00  
Represented by Markéta Kovaříková, Director

Hereafter National Coordination

and

**the Author:**

(name)  
(address)

Hereafter Author

## **1. Object of the Contract**

Author is contracted by National Coordination to produce a National Shadow Report 2011/2012 for Czech Republic. This edition will seek to address the specific challenges faced by Muslim communities in Czech Republic. The specific tasks of the National Coordination and the author(s) are specified in this Contract and in the attached Annexes 1, 2 and 3.

Hereafter by Contract we refer to the text of the Contract and Annexes 1, 2 and 3.

## **2. Duration of the Contract**

Author shall start working on the Shadow Report 2011/2012 by **Monday, 14 May 2012**. Author shall without exception deliver the National Shadow Report to the National Coordination on time and in good quality as specified under point 3 of this Contract and in accordance with the instructions set out in Annexes 1, 2 and 3.

If author fails to deliver the report by the deadline and in accordance with the quality assurance process mentioned above, National Coordination shall be entitled to terminate this contract without payment of any fees or compensation to the contractor

## **3. Task to be carried out by the author**

3.1 Author shall produce a National Shadow Report 2011/2012 following the instructions as set out in the Handbook of Instructions comprising of Drafting Instructions, Style Instructions and Template as annexed to this Contract (Annex 1) .

The National Shadow Report shall reflect the **NGO perspective on the situation of racism in the country for the period March 2011 – March 2012**, in line with the instructions for timing as set forth in the Handbook of Instructions (Annex 1); the National Shadow Report.

For reasons of maintaining high quality standards, comparability and the possibility of producing a European wide ENAR Shadow Report 2011/2012, attendance of authors at a training session is obligatory. Compliance with the Handbook of Instructions in its full extent including Drafting Instructions, Style Instructions and Template (Annex 1) is also obligatory. Where several authors are co-writing a National Shadow Report, one author shall be identified as the lead author responsible for attending the training and reporting back to his/her co-authors accordingly.

Failure to follow the instructions and requirements as set out in this Contract and attached Annexes (Annex 1, 2 and 3) will lead to non-payment of the agreed honorarium.

3.2 The language of the report shall be one of the ENAR official languages (English or French) and should be of a high formal level. In case a translation was initiated by the National Coordination from a language other than those indicated, the quality of the text shall be comparable to the mother tongue version.

It is within the responsibility of the National Coordination to do the proofreading/language check before delivering the text to ENAR. The National Shadow Report shall be written in British English and not American English.

3.3 It is within the responsibility of the author to submit the first draft of the National Shadow Report by the indicated deadline (see Section 4 of this Contract). If the National Shadow Report is not delivered to the National Coordination by the deadline, in accordance with Sections 4.1. and 4.2, deductions from the honorarium (see Section 6.2 of this Contract).

3.4 Only the final draft of the National Shadow Report accepted and issued by ENAR shall be recognised as the official format to be used by all parties.

#### **4. Drafting and Quality assurance process**

4.1 In accordance with Section 3 of this Contract and in order to assist the author(s) to produce a National Shadow Report of the highest quality in full compliance with the instructions set out in Annex 1 of this Contract, the following drafting and quality assurance measures are to be followed:

4.1.1. One author per National Coordination shall participate in a **mandatory preparatory meeting/conference call** with the ENAR Secretariat.

4.1.2. Throughout the drafting period, the ENAR Secretariat shall be ready to assist the author as may be necessary, and shall regularly follow-up on, and peer support the writing process.

4.1.3. **The author(s) shall submit the report to the National Coordination by Wednesday, 15 August 2012.** The author(s) is encouraged to consult both Checklists as annexed (Annex 2 and 3) before submitting the report to the National Coordination.

4.1.3. The National Coordination shall carry out the first stage quality assurance in accordance with the Checklist as set out in Annex 2 and send the report along with the completed Checklist to the ENAR Secretariat by **2<sup>nd</sup> September 2012 at the latest.**

4.1.4. The ENAR Secretariat shall carry out the second stage quality assurance in accordance with the Checklist as set out in Annexes 2 and 3 starting on **Monday, 3rd September 2012.**

4. 2. Author agrees to follow the Instructions as set out and annexed to this Contract (Annex 1) and to undertake any effort to comply with these instructions by ensuring that the selected author(s) participate in the training, as well as through the application of the Checklist criteria as set out in this Contract (Annex 2 and 3).

Furthermore the National Coordination shall ensure that the **author(s) shall be available for follow-up, to clarify the issues that might arise during the first and second stages of quality assurance process between the periods of September 2012 and December 2012.** If the author(s) is not available at any stage during this period he/she should notify the National Coordination and the ENAR Secretariat to discuss alternate arrangements/contacts.

4.3 In case the National Coordination acts and signs this Contract as the Author of the Shadow Report 2011/2012, the National Coordination agrees to accept and carry out its tasks in the quality assurance process and to submit the report along with the completed Checklist (Annex 2) to the ENAR Secretariat by **2<sup>nd</sup> September 2012 at the latest**, in accordance with Sections 4.1. and 4.2. of this Contract.

## **5. Intellectual property rights**

All copyright and the use of other intellectual property rights as well as the property of the executed works (including the data) arising from the execution of this Contract and the report thereof are irrevocably assigned and transferred by the author to ENAR.

The author and the National Coordination agree that ENAR shall be the exclusive user of all intellectual property rights on the report, including but not limited to the right to use, modify, adapt, translate in another language, publish, or otherwise communicate the report to the public. The author and the National Coordination shall ensure that they take no action that may interfere with these rights.

The ENAR National Coordinations are encouraged to use and disseminate the report nationally and at the European level as widely as possible, stating that the report was written under ENAR's coordination and acknowledging the European Commission and others (to be confirmed) as co-sponsors of the National Shadow Report.

Any use, dissemination or publication of the report shall state the following mention at least on one page

Reproduction is authorized for non commercial purposes only and with acknowledgement of the source.

© ENAR, Shadow Report 2011/2012: Racism in the Czech Republic

All rights reserved

## 6. Payment

6.1 The total honorarium payable to the author shall be **€1350 including tax and VAT**.

The National Coordination shall pay the honorarium to the author in one instalment in December 2012, provided that any changes requested by the ENAR Secretariat during the quality assurance process are effected in a satisfactory manner, in accordance with the process, requirements and timeframes set out in this Contract.

The honorarium shall be paid to the account of the author as detailed below:

Name of Bank:

Full address of Bank:

Account number:

Swift Code/BIC:

6.2 Payment penalties:

The National Coordination and the funders reserve the right to impose penalties in the following cases:

1. If the Shadow Report is not delivered to the National Coordination by the deadline, **2<sup>nd</sup> September 2012**, in accordance with Sections 4.1. and 4.2. of this Contract, the following deductions from the honorarium depending who is the party responsible for late delivery shall apply:
  - 1 week delay: €150
  - 2 week delay: €300
  - 3 week delay: €600
  - 4 week delay: cancellation of contract
2. If the delivered Shadow Report is not produced according to the quality criteria outlined by the funders/ENAR, and agreed at the preparatory meeting, the contract will be cancelled or will be subject to penalties.

Penalty abatements shall apply if unexpected illness is the cause of the delay, provided the author or the National Coordination informs in due time the ENAR Secretariat of such incidents.

## **7. Liability**

The National Coordination shall fully and promptly indemnify ENAR against any costs (including legal costs on an indemnity basis), claims, charges, demands, losses, damages or expenses suffered or incurred by ENAR, arising from a breach by the National Coordination of his/her obligations under this Contract.

The National Coordination and the author(s) agree and accept that the National Shadow Report shall i.a. be published on ENAR's website and that all liability arising from the content of the report (e.g. for illicit, defamatory, injurious, offensive, or illegal content) shall remain with the author(s). The author(s) agrees that she/he shall indemnify ENAR and the funders and hold ENAR and the funders harmless against any legal suit or claims for damages – including attorney fees- from a third party against ENAR based on the content of the report delivered by the author.

Each Party shall release the other from any civil liability in respect of damages resulting from the execution of this Contract, suffered by themselves or by their staff. Each Party shall safeguard the other against any action for damages suffered by third parties, including staff, as a result of the execution of this Contract, insofar as these damages are not due to the serious or intentional negligence of the Contractor or their staff.

The National Coordination shall guarantee ENAR against any action for compensation by third parties for any aspect of the content of the National Shadow Report available in the report and published on ENAR's website.

## **8. Confidentiality**

The author(s) may be granted access to confidential information, which may not be communicated to third parties. The author(s) shall comply with the relevant laws on the processing of personal data (Belgium or national law). S/he shall not disclose any such confidential information entrusted to him/her without the express consent of the Director of ENAR. This confidentiality rule does not apply to communication which is legally permitted or to information which is in the public domain.

## **9. Modification of the Contract**

This Contract may only be modified with the acceptance of all Parties in writing.

## **10. Miscellaneous**

In the event that any of the provisions of this Contract are determined to be null and void or "*unenforceable*" under the applicable laws or regulations, such provisions are deemed to be altered and amended to the extent necessary to achieve as closely as possible the same effects as originally desired. This shall not affect the validity of the remainder of this Contract.

## **11. Applicable law and jurisdiction**

This Contract is exclusively subject to the laws of Czech Republic.

In witness hereof, the Parties have signed this Contract through their respective duly authorised officers and author at the place and date given below in two original copies, of which each Party acknowledges having received one copy.

Signed in two originals, each Party has received an original version of this Contract. The Contract has been read and approved.

**National Coordination**

Name: Markéta Kovaříková

Function: Director of Czech Helsinki Committee

Place: Prague

Date:

**Author:**

Name:

Function:

Place:

Date:

Annex 1: Handbook of Instructions; comprising of Drafting Instructions, Style Instructions and Template

Annex 2: Checklist for National Coordinations

Annex 3: Checklist for ENAR Secretariat