



FRAMEWORK CONTRACT N°

FOR THE PROVISION OF SERVICES RELATING TO THE TRANSLATION OF STANDARDISED
TECHNICAL TEXTS IN THE FIELD OF INTELLECTUAL PROPERTY RIGHTS

Between

The Translation Centre for the Bodies of the European Union, hereinafter referred to as "the Translation Centre", whose address is **Bâtiment Drosbach, 12 E, rue Guillaume Kroll, L-1882 Gasperich - Luxembourg**, represented for the purposes of the signature of this contract by XXXXXXXX, XXXXXXXX,

of the one part,

and

.....¹, whose registered office is at², hereinafter referred to as "the Contractor", represented for the purposes of the signature of this contract by³ acting as⁴,

of the other part,

IT IS AGREED AS FOLLOWS:

-
- (1) Full name of the Contractor.
 - (2) Full address of the Contractor.
 - (3) Full name of the legal representative.
 - (4) Description of the representative's duties under company law.

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1. PREAMBLE

1.1. SUBJECT

This contract for the provision of services relating to the translation of standardised technical texts in the field of intellectual property rights is based on the offer submitted by the Contractor in response to the call for tenders FL/TM19 published in the Official Journal S XXX on XXXX.

The standardised technical texts for translation in the field of intellectual property rights consist of lists of products and services loosely based on the WIPO International Classification of Goods and Services for the purpose of the registration of trade marks (Nice Classification) or on the WIPO Locarno Agreement Establishing an International Classification for Industrial Designs. They may, however, contain many non-standard terms and expressions not covered by the classification systems. The lists cover all types of products and services and hence a vast range of subject fields. The texts may also contain a brief disclaimer, a list of colours or a description of a logo.

1.2. FRAMEWORK CONTRACT

This framework contract lays down the basic conditions for placing orders for specific translation assignments.

This contract does not constitute any guarantee as to the volume of work which will be offered to the Contractor. Nonetheless, the Contractor undertakes, where requested to carry out translation work on the basis of the order forms mentioned below, to assure at least a volume corresponding to the minimum capacities stipulated and declared by the Contractor in the Contractor's price offer (Annex III) within the deadline stipulated in Article 5.4.1.

1.3. ORDER FORMS

Any translation work offered within the framework of this contract shall be the subject of a specific order form issued by the Translation Centre. This order form shall specify the volume of the work to be carried out, the deadline by which it is to be carried out, and the remuneration due. It will also contain any special instructions concerning formatting and delivery of the work.

1.4. GENERIC USE

Used in a generic fashion the term "contract" may be taken to refer to either the framework contract or the order form.

1.5. RATES APPLICABLE

The Contractor undertakes, in accordance with the conditions laid down in this framework contract, the Tender Specifications (already in your possession) and the annexes to this framework contract, which form an integral part of the framework contract, to provide the Translation Centre with translations:

Source language	Target Language	Rate (euro per standard page)
«Source_Language_1»	«Target_Language»	«PRICE_1»
«Source_Language_2»	«Target_Language»	«PRICE_2»
«Source_Language_3»	«Target_Language»	«PRICE_3»
«Source_Language_4»	«Target_Language»	«PRICE_4»
«Source_Language_5»	«Target_Language»	«PRICE_5»
.....

1.6. ACCEPTANCE OF ORDERS

The Contractor shall be required to send immediate confirmation of acceptance of the order form via the internet.

No assignment in accordance with the declared minimum capacity within the framework of this contract can be refused. A refusal to accept an assignment may lead to immediate termination of the contract by the Translation Centre pursuant to Article 10.1 a).

1.7. DEADLINE

The deadline established in the order is contractually binding. The burden of correct and timely delivery is borne by the Contractor.

1.8. NON-EXCLUSIVITY

The Translation Centre does not undertake, by this contract, to establish exclusive relations with the Contractor, nor to entrust a set number of pages to him.

2. DEFINITIONS

In the context of this call for tenders:

- **Translation** shall mean the translation of a text into the target language specified.
- **Computer-assisted translation** shall mean the translation of a text using Computer-Assisted Translation software or of a text which has already been pre-processed using Computer-Assisted Translation software.
- **Revision** shall mean the re-reading and where necessary reworking of a text which has already been translated to ensure that the translation is an accurate rendering of the original.
- **Modification** shall mean the translation and introduction of amendments into a text which has already been translated.
- **Framework contract** shall mean a contract setting out the performance framework (general characteristics and price of the services for the purposes of the present call for tenders). The other basic elements of the contractual relationship shall be defined by means of order forms. Framework contracts do not therefore give rise to any obligation for the Translation Centre to contract.
- **Order form** shall mean the document issued by the authorising authority of the Translation Centre for each specific assignment, specifying the nature of the service to

be provided, the volume of work to be carried out, the deadline by which it is to be carried out, and the remuneration due.

- **Standard page** shall mean a page of text comprising 1,500 characters, excluding sentence and segment delimiters and spaces, in the source language.
- **Authorising department** shall mean the department within the Translation Centre responsible for issuing order forms and processing the related invoices.
- **Contracting authority** shall mean the authority responsible for launching the call for tenders and awarding the framework contract.
- **Delivery** shall mean the return of the completed assignment to the Translation Centre in data file form by electronic mail or electronic file transfer.
- **Quality of completed assignments** shall mean the degree in which the assignment returned by the Contractor conforms to the standards expected, in terms of accuracy, consistency, completeness, style, register, formatting, respect of the instructions provided and of the deadline, etc.
- **Staff** shall mean the persons (whether internal or external) responsible for carrying out the work assigned under the contract. If no specific/particular reference is made to translators/revisers, any reference to staff shall also include the persons managing work assigned under the contract.

3. DURATION

3.1. PERIOD OF VALIDITY

This framework contract shall take effect from XXXXXXXX 2019, or on the date it is signed by the last contracting party should this be after XXXXXXXX 2019, and shall expire on XXXXXXXXXXXX 2020. On expiry of the contract its provisions shall continue to apply to order forms which have already been issued and to the relevant assignments not yet completed.

3.2. RENEWAL

This contract may be renewed by tacit agreement for further periods of one year without, however, exceeding a total duration of four years. Where either party does not wish to renew the contract, the other party shall be informed by Registered Letter sent no later than three calendar months prior to expiry.

4. REMUNERATION

4.1. RATE OF REMUNERATION

The work will be remunerated on the basis of a variable element corresponding to a translation charge per one thousand and five hundred characters.

The calculation for the variable element will be based on a computerised character count of the source text, excluding sentence and segment delimiters and spaces, taking into account the percentage reduction in actual translation work arising from the pre-processing.

- 4.1.1. No payment will be made for any sentence that is identified as identical during the pre-processing stage and that requires no handling at all by the Contractor. These sentences will be visible for the Contractor for information. They will not be editable by the Contractor.
- 4.1.2. In the case of sentences for which a match value below 50% is found in the database, 100% of the source text character count will be paid.
- 4.1.3. For sentences identified as similar during the pre-processing stage (i.e. sentences for which a match value of between 50% and 99% is found in the database) the payment due will be calculated as a percentage of the original character count corresponding to the actual amount of editing work entailed as follows:
- in the case of sentences for which a match value of between 50% and 74% is found in the database, 65% of the source text character count will be paid;
 - in the case of sentences for which a match value of between 75% and 84% is found in the database, 30% of the source text character count will be paid;
 - in the case of sentences for which a match value of between 85% and 94% is found in the database, 20% of the source text character count will be paid;
 - in the case of sentences for which a match value of between 95% and 99% is found in the database, 5% of the source text character count will be paid.

The payment due for any target text duly delivered and accepted by the Translation Centre will be calculated by the Translation Centre on the above basis, communicated to the Contractor in the order form when the work is sent out, and will not be subject to negotiation.

- 4.1.4. The price per standard page agreed by the contracting parties shall be valid for the duration of this contract, except where the latter is renewed in accordance with Article 3.2. It shall take into account all the expenses incurred by the Contractor in the performance of this contract, including, but not limited to, the cost of incorporating corrections made by the Translation Centre to the translation.
- 4.1.5. In the event of a renewal of this contract in accordance with Article 3.2, either party may request by registered letter, sent no later than two calendar months before the date *of the renewal of the contract*, the revision of 80% of the rate specified in Article 1.5. This rate shall be revised, upwards or downwards, in respect of any new work using the formula set out below and the revised rate shall remain valid for the period of renewal of this contract.

The above-mentioned revision shall be determined by the trend in the *MUICP or EICP* harmonised consumer price index, expressed in euros and published for the first time by the Publications Office of the European Union in the Eurostat New Cronos Database (Theme 2, Economy and Finance, Prices and Purchasing Power Parities, HICP – Harmonised Indices of Consumer Prices; HMIDX – Monthly data (index)), taking as the base period the month corresponding to the final date for submission of tenders. For contractors established outside the European Union the price will be revised on the basis of the trend in consumer prices in the country in question⁵.

⁵ Reference should be made to the MUICP for the euro zone index if the Contractor's registered office is located in a Member State belonging to the euro zone, the EICP index if the Contractor's registered office is located in a Member State outside the euro zone, and the CPI for the country concerned if the Contractor's registered office is located outside the European Union.

Prices shall be revised using the following formula:

$$Pr = Po (0.2 + 0.8 \times Ir/Io)$$

Where

Pr	is the revised price in euro.
Po	is the initial offer price in euro.
Io	is the index for the month in which the closing date for the submission of tenders falls.
Ir	is the index for the month corresponding to three months before the date on which the price revision shall be applied (date of renewal of the contract).

4.2. INVOICING

4.2.1. The Contractor shall submit signed invoices to the relevant authorising department for the appropriate amounts, giving the following details:

- the word "invoice" and an invoice number;
- the Contractor's full personal particulars (name, address, VAT number for purchases within the Community. A VAT number is not required in the case of Contractors holding a small business exemption or other exemption without entitlement to deduct VAT on inputs);
- the date (the date of the invoice must be the same as or later than the deadline for delivery of the translation work as indicated on the order form);
- a reference to this contract;
- the order form number;
- the type of service (translation services + language combinations);
- the document number;
- the number of standard pages per language combination, the price per standard page per language combination and the total price;
- the amount of VAT (where applicable);
- the reason for exemption from VAT (where applicable);
- the total amount payable;
- the full name and address of the bank in the country of residence and the number of the account into which payment is to be made.

- 4.2.2. All invoices and supporting documents shall be verified by the authorising department.
- 4.2.3. Translation work shall be invoiced on a weekly basis. The Contractor shall draw up invoices each week on the basis of the batches actually translated during the said week.

4.3. PAYMENT

- 4.3.1. Payments shall be made in euro.
- 4.3.2. Payments shall be made to the Contractor's bank account indicated on the invoice, which must be the same as that indicated on the form containing the Contractor's bank details duly signed by the Contractor and attached to the contract.
- 4.3.3. The Contractor undertakes to inform the Centre immediately in writing of any changes with respect to the bank account.
- 4.3.4. Before payment is made, the authorising department shall first establish that the work delivered has been carried out in accordance with this contract, the entitlement is real, the amount is definite and payment is due. Any expenses to be recovered under the terms of Article 5.5 and/or Article 5.8 of this contract will be deducted from outstanding payments.

4.4. PAYMENT PERIOD

- 4.4.1. The Translation Centre undertakes to pay sums due pursuant to this contract within a maximum of 30 calendar days from the date on which it receives the invoice, established in accordance with the instructions in Article 4.2 above. Payment shall be deemed to have been effected on the day on which the Translation Centre's account is debited.
- 4.4.2. This payment period may be suspended by the authorising department if it informs the Contractor, at any time within the period of 30 calendar days counting from the date of receipt of the invoice, that the corresponding invoice is not admissible either because the amount is not due or because the necessary supporting documents (eg VAT exemption) have not been produced or if the authorising department considers that further checks are necessary (e.g. in the case of discrepancies between invoice and order form). The payment period shall continue to run from the date on which the properly established invoices are registered.
- 4.4.3. The authorising department shall be bound to comply with payment periods only if invoices are properly presented and sent to the correct address.
- 4.4.4. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. If interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*"the reference rate"*) plus eight percentage points (*"the margin"*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time-limit for payment up to the day of payment. Suspension of payment by the Translation Centre may not be deemed to constitute late payment.

5. PERFORMANCE OF THE CONTRACT

5.1. TRANSMISSION OF DOCUMENTS

The texts to be translated are issued in several batches per week each week. Prior to being sent out for translation, all files are pre-processed using a computer assisted translation programme (see Article 5.2). The texts will have to be translated within a deadline (see Article 5.4) by the Contractor with specific software the Translation Centre will supply for the purpose (see Article 5.2.2).

5.2. TRANSLATION MEMORY SOFTWARE

5.2.1. Prior to being sent out for translation, all files are pre-processed using a computer assisted translation programme. This programme breaks files up into sentences and segments. For the purpose of the computer assisted translation programme used at the Translation Centre a sentence is defined as a text unit that is delimited either by a semicolon (high point for Greek), a full stop or an internal field separator. A segment is a text unit that is included in a sentence and thus shorter than the sentence itself. Delimiters defining segments are the comma, conjunctions (e.g. "and", "or") and the sentence delimiters.

The programme searches for translations of the sentences and segments of source language texts in a translation memory database and retrieves translations for identical and similar sentences and segments.

Identical sentences will not be editable by the Contractor. Translations of source sentences for which a similar entry was found in the database will require editing. The translation programme's user interface will indicate the degree of similarity between the retrieved sentence and the original sentence.

Identical and similar segments are used for building up a translation of a source sentence which does not exist at sentence level in the database. The translation programme's user interface will indicate the degree of similarity for each segment that has been replaced and an overall result score for the composed sentence. A thus composed translation will always require verification and in many cases post-editing by the Contractor both at segment and at sentence level.

The pre-processed files will be delivered to the Contractor via the internet. The Translation Centre will provide a software programme that the Contractor may use to distribute the files to their translators. The same programme may be used to collect the terminated translations. The Contractor has to return the translated files to the Translation Centre via the internet in observance of all instructions issued by the Translation Centre.

- 5.2.2. The Translation Centre will provide a software programme that the Contractor has to use to carry out the translation work itself. This programme allows to display the source text and the results of the computer assisted translation module. The Contractor will be required to translate sentences for which no match at all was found in the database (i.e. sentences for which a match of only 50% or less was found) and post-edit sentences for which a similar but not identical sentence was found (i.e. sentences for which a match of between 50% and 99% was found). The Translation Centre will provide to the Contractor initial training in the use of the software and help-desk assistance, where requests are relevant, and the timeframe is reasonable. The translation software will be handed out to the Contractor for the purpose of the contract and the Contractor will be responsible for making and distributing the required number of copies to individual translators.

Although a Windows 10 Operating System and Microsoft Office Word version 2013 is not obligatory, agencies that do not have them will probably not be able to use the spell checker integrated into the translation/revision interface. During the period of validity of the contracts resulting from this call for tender contractors will be expected to make every possible effort to follow any change of operating system version or Microsoft Office Word version within a reasonable period of time.

Please note that the provided software might be replaced by another computer assisted translation software during the course of the contract. In that event, the Translation Centre will inform the contractor in due course to allow the contractor to get equipped and acquainted with the relevant translation memory software.

5.3. ELECTRONIC FILE FORMAT

The files sent out for translation will only be editable with the translation software provided by the Translation Centre for the purpose of this contract. Attempts at editing the files with other applications cause serious non-conformity of their format.

5.4. DEADLINE FOR DELIVERY

- 5.4.1. The deadline for delivery of the translations will be indicated on the order form. If no communication to the contrary is issued by the Translation Centre, the time frame for the return of the translations will be between three and five working days from the date on which the files are dispatched by the Translation Centre. The burden of correct and timely delivery is borne by the Contractor.

- 5.4.2. If the work referred to therein has had to be interrupted, or if any other event occurs, including *force majeure*, which is likely to impede its execution, the Contractor shall inform the authorising department without delay. The parties shall then jointly agree on the measures to be taken (without prejudice to the provisions of Article 5.5 and Article 10). In such cases, the authorising department reserves the right to cancel the work wholly or partially by informing the Contractor by e-mail. Such cancellation of work shall be confirmed by Registered Letter. The Contractor shall not be entitled to payment for the part of the work which is cancelled.

5.5. LIQUIDATED DAMAGES FOR FAILURE TO MEET DEADLINE

- 5.5.1. Where the Contractor fails to perform the tasks assigned to him within the time allowed by the order form then, without prejudice to actual or potential liability incurred in relation to this contract or to the contracting authority's right to terminate the contract, he shall be required to pay the Translation Centre liquidated damages calculated at the rate of 10% of the total amount

to be paid for the assignment, for the language combination concerned, per calendar day of delay.

5.5.2. Liquidated damages are however, limited to 50% of the total amount due for the assignment.

5.5.3. The liquidated damages shall be deducted from the payments to be made to the Contractor, without prejudice to any direct recourse in the event of the amounts due being insufficient.

5.6. **QUALITY REQUIREMENTS**

5.6.1. Although all the texts sent for translation will be subjected to a final verification procedure at the Translation Centre, the quality of the translation work must be such as to require no further correction by the Translation Centre. Likewise, all files must be handled in strict accordance with the instructions given by the Translation Centre.

5.6.2. Each assignment shall be carried out in full and as accurately as possible in accordance with the instructions given in the order form. The work delivered will have been thoroughly revised and checked by the Contractor, so as to be usable, as it stands, without further revision by the Translation Centre. The Contractor shall pay particular attention to ensuring that all references to documents already published have been checked and cited correctly, that any documentation referred to in Article 5.10 has been consulted, and that the terminology used is consistent throughout the text. Where an assignment is returned incomplete, the Contractor shall be obliged, when asked, to make good any omissions.

5.6.3. The Contractor may be asked to provide a definitive version of an assignment incorporating corrections made by the Translation Centre. This work will be carried out within a reasonable time period and shall not give rise to any additional remuneration for this service.

5.7. **QUALITY CONTROL**

The Translation Centre reserves the right to carry out quality controls on all work supplied by the Contractor. Quality assessment sheets are established for each batch of texts by the Translation Centre and will be sent to the Contractor for reference (see the standard assessment sheet, in Annex I).

Where the quality is judged to be unsatisfactory, the Translation Centre will inform the Contractor in writing within one month of receipt of the work. This shall have the effect of suspending the 30 days payment period referred to in Article 4.4.

5.8. **ADDITIONAL COSTS INCURRED DUE TO UNSATISFACTORY QUALITY OR FAILURE TO MEET A DEADLINE**

In case of serious non-conformity of the target text requiring extensive correction by the Translation Centre's services, (including, but not limited to, omission of parts of the text for translation, serious terminological errors, and serious errors in presentation or format constituting failure to respect the instructions issued by the Translation Centre), and where such non-conformity of the target text is assessed by the Translation Centre, calculating on the same basis as that described in Article 4.1 for the purposes of calculating payment due, as representing more than 2% (two per cent) of the source text, the Translation Centre reserves the right without prejudice to the application of other contractual penalties, including the right to terminate the contract in accordance with Article 10.1.a), to recover the costs in question at a rate representing 10% of the total amount invoiced. This rate may be increased to up to 20% in the event of a repeat offence within five years of the first infringement. This rate may be

increased to 100% in the event of totally or partially unrevised machine translations. The Translation Centre shall provide proof that the quality of the assignment is unsatisfactory.

If the Translation Centre, occurs additional costs, for example in having texts revised or retranslated, as a result of failure by the Contractor to comply with the quality requirements set out in the contract and in the Tender Specifications, and, in particular, those relating to completeness, the absence of spelling and typing errors and adherence to the Translation Centre's norms and standards regarding document presentation and nomenclature, the Translation Centre reserves the right to recover the costs in question. This applies also in case of failure to meet the deadline.

5.9. USE OF THE TRANSLATION CENTRE'S SERVICES

Neither the Contractor nor any member of his staff (where applicable) is authorised to make use of the Translation Centre's offices and/or equipment to perform the tasks assigned under the terms of this contract unless exceptional circumstances warrant such use and specific instructions are issued to that effect by the authorising department.

5.10. REFERENCE DOCUMENTS

The Contractor undertakes to consult all background or reference documents or glossaries supplied or recommended by the Translation Centre and to make every effort to consult any other information sources recommended by the Translation Centre's staff.

5.11. REQUESTS FOR ADDITIONAL INFORMATION

Any questions or requests for clarification or further information in respect of a specific translation must be directed to the department or individual indicated in the order form. On no account should the Contractor make contact with any other department or individual within the Translation Centre.

6. COPYRIGHTS

The author of the original text shall retain all the rights of ownership, including any intellectual property rights, on any translation drawn up by the Contractor for the Translation Centre within the framework of this Agreement.

Notwithstanding the foregoing, the Translation Centre shall retain all the rights of ownership in relation to segments (words, sentences, or paragraphs) of the original to be translated document(s) and the corresponding translations of such segments for the purposes of this Contract for the creation of so-called translation memory units or "TMs" to facilitate future translations and to integrate them in the Translation Centre's database of TMs and possibly in other databases under control of EU institutions and organs.

To the extent permitted by applicable law, the Contractor irrevocably waives any moral rights he may have in any document drawn up for the Translation Centre within the framework of this Contract and shall ensure that his staff or subcontractors employed by him (where applicable) are bound by the same undertaking.

The text and other documentation may not be used elsewhere without specific authorisation even after termination of the contract.

7. CONFIDENTIALITY

The Contractor undertakes to respect the confidentiality of any information which is linked, directly or indirectly, to the execution of the tasks and shall not divulge to third parties or use for his own benefit or that of any third party any document or information which comes to his attention in the course of the execution of this contract, even after execution of the contract, and shall ensure that his staff or subcontractors employed by him (where applicable) are bound by the same undertaking. The Contractor likewise undertakes to respect any special instructions concerning confidentiality which may be contained in the order form.

8. PROCESSING OF PERSONAL DATA

- 8.1. Any personal data included in the contract must be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. Such data must be processed by the data controller solely for the purposes of the implementation, management and monitoring of the contract (the Centre's Legal Affairs Section - tenders@cdt.europa.eu and the Translation Support Department - Tmark@cdt.europa.eu)⁶. This does not affect its possible transmission to bodies entrusted with monitoring or inspection tasks in application of Union law. Files related to the implementation of the contract, including personal data, are retained in the archives for a period of five years from the date on which the European Parliament grants discharge for the budgetary year to which the documents relate.
- 8.2. The contractor has the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.
- 8.3. The contractor has right of recourse at any time to the European Data Protection Supervisor.
- 8.4. If the contract requires the contractor to process any personal data, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.
- 8.5. The contractor must grant *personnel* access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract.
- 8.6. The contractor must adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:
- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:

⁶ The legal basis for the processing is Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, hereafter "Financial Regulation.

- (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data inputting, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised use of data processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
 - (c) record which personal data have been communicated, when and to whom;
 - (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
 - (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
 - (f) design its organisational structure in such a way that it meets data protection requirements.

Details concerning the processing of your personal data are available on the Specific privacy statement for processing of personal data related to procurement procedures available at: http://cdt.europa.eu/sites/default/files/documentation/pdf/privacy_statement_procurement_en.pdf

9. OFFICIALS AND OTHER AGENTS OF THE EUROPEAN UNION

Neither the Contractor nor any member of his staff (where applicable) may be an official or other agent currently employed by a European Institution or body or a former official or other agent of a European Institution or body in receipt of a pension or a monthly allowance paid from the budget of a European Institution or body.

10. TERMINATION OF THE CONTRACT

10.1. FAILURE TO FULFIL OBLIGATIONS

The Translation Centre reserves the right to terminate the contract in respect of one, several or all language combinations at any time by registered letter:

- a) in the event of failure by the Contractor — duly noted by the Translation Centre and communicated to the Contractor in writing — to discharge his obligations under this contract;
- b) where a change in the Contractor's legal, financial, technical or organisational situation could have a material effect on the contract.

10.2. TERMINATION IN WHOLE OR IN PART

The Translation Centre shall be entitled to terminate this contract in whole or in part with immediate effect by notification only and without recourse to the courts, if the Contractor:

- a) is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any

analogous situation arising from a similar procedure provided for in national legislation or regulations;

- b) has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) has not met his obligations relating to the payment of social security contributions or taxes under the legislation of the country in which he is established;
- e) has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Unions' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Union budget, has been declared to be in serious breach of contract for failure to comply with his contractual obligations;
- g) has made false, incomplete or incorrect statements or has failed to provide information in an attempt to obtain the contract or any benefit resulting therefrom, or where this was the effect of his action. The Translation Centre reserves the right to terminate the contract in respect of one, several or all language combinations at any time by Registered Letter:

11. LIABILITY OF THE CONTRACTING PARTIES AND COMPENSATION

11.1. ENTITLEMENT TO PAYMENT

In the event of termination of this contract under Article 10, the Contractor shall be entitled to payment from the Translation Centre only in respect of the work or parts thereof completed at the time when such cancellation or termination occurs. In all cases, the Contractor shall not be entitled to any form of compensation.

11.2. COMPENSATION

In all cases where the Contractor has been prevented other than by force majeure from fulfilling his obligations, the Translation Centre reserves the right to claim compensation or to direct recourse for any damage it may sustain as a result of the execution or non-execution of this contract.

11.3. LIABILITY FOR SOFTWARE SECURITY

The Contractor is responsible for ensuring that the software used in the execution of the contract is free from all viruses or other defects which may risk contaminating the Translation Centre's computer systems. He undertakes to inform the authorising department immediately should he become aware of any such risk.

12. SECONDARY OBLIGATIONS ON THE CONTRACTOR

12.1. INFORMATION ON STAFF RESPONSIBLE

The Contractor undertakes to provide the contracting authority with any information it may request with regard to the performance of this contract, including, in the case of legal persons, the names of the members of staff responsible for the supervision of work, quality control and financial matters.

12.2. INFORMATION ON TRANSLATION STAFF

The Contractor undertakes to provide the Translation Centre with the name(s) of the translator(s) responsible for each assignment carried out and shall, on request, also provide the detailed curriculum vitae of the individual(s) concerned.

Any change in the translator team indicated in the offer must be brought to the attention of the Translation Centre for acceptance and evidence provided of the educational and professional qualifications of those concerned. Any change in the list of translation staff indicated in the offer is prohibited without the prior agreement of the Translation Centre.

12.3. SUB-CONTRACTING

The Contractor shall not subcontract without the prior and express written approval of the Translation Centre nor cause the contract to be performed in fact by third parties.

Even where the Translation Centre authorises the Contractor to subcontract all or part of the work to third parties, it shall nonetheless remain bound by its obligations to the Translation Centre under the contract and shall bear exclusive liability for proper performance of the contract.

Save where the Translation Centre expressly authorises an exception, the Contractor shall be required to include in any contracts signed with third parties for all or part of the work provisions enabling the Translation Centre to enjoy the same rights and guarantees in relation to third parties as in relation to the Contractor itself.

The Contractor undertakes to provide the Translation Centre with any information it may request concerning sub-contractors used.

12.4. ASSIGNMENT

The Contractor shall not assign the rights and obligations arising from the contract, in whole or in part, without prior written authorisation from the Translation Centre. In the absence of the authorisation, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Translation Centre.

12.5. RETURN OF DOCUMENTATION

In the event of termination of this contract for one of the reasons referred to in Article 10, the Contractor shall undertake to return all information and documents in his possession appertaining to the translations assigned to him.

12.6. NATIONAL LAW

The Contractor undertakes to respect all obligations arising from national laws (e.g. taxation, employment, health and safety) which are relevant to his business. The Translation Centre cannot in any event be considered to be the employer of the Contractor and can thus not assume any of the obligations that an employer may have in civil, fiscal or any other matter. The fulfilment of such obligations is the sole responsibility of the Contractor.

13. TAX PROVISIONS

13.1. EXEMPTION

The Translation Centre is exempt from all taxes and duties, including value added tax, pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union in

respect of payment for services provided under this contract on the territory of the European Union.

13.2. APPLICATION OF VAT

The onus shall be on the Contractor to ascertain the general conditions with regard to the application of VAT to translation services in the country in which he is resident for tax purposes or has his registered office. If the laws to which he is subject require the Contractor to pay VAT on fees received under this contract, he shall clearly indicate on the invoice the body to whom the translation services are rendered and show separately the fee and the amount of VAT payable. In such cases, payment to the Contractor will also include the amount of VAT charged. In the case of translation services provided within the European Union, Contractors who are not liable to pay VAT on fees for such services shall include on the invoice the words "Exempt from VAT pursuant to Article 151(1)(aa) of Directive 2006/112/EC".

14. SUSPENSION OF THE CONTRACT

Without prejudice to the Translation Centre's right to terminate the contract, the Translation Centre may at any time and for any reason suspend execution of the tasks under the contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgement of receipt or equivalent, or at a later date, where the notification so provides. The Translation Centre may give notice to the Contractor to resume the work previously suspended at any time following a suspension. The Contractor shall not be entitled to claim compensation on account of the suspension of the contract or part thereof.

15. CHECKS AND AUDITS

The Contractor shall provide free of charge all the detailed information requested by the Translation Centre or by an outside body of the Translation Centre's choice with a view to checking that the contract is being properly performed.

The Contractor shall keep at the Translation Centre's disposal the original or, in exceptional cases, duly authenticated copies of all documents relating to the contract for a period of five years from payment of the balance.

The Translation Centre may, at any time within the period specified in the paragraph above, arrange for an in situ visit to be carried out either by an outside body of its choice or by the Translation Centre departments itself. The object of such an audit shall be limited to checking that the Contractor has complied with the contract. The cost shall be borne by the Translation Centre.

In order to carry out these audits, the Translation Centre and the outside bodies concerned shall at all times have total on-the-spot access, notably to the Contractor's offices and to all the information needed to check that the Contractor has complied with the contract, including information in electronic format.

The European Court of Auditors and the European Anti-Fraud Office shall have the same rights as the Translation Centre, notably right of access, for the purpose of checks and audits.

16. APPLICABLE LAW

This contract is governed by European Union law complemented, where necessary, by the law of the Grand Duchy of Luxembourg.

17. JURISDICTION

Any dispute between the Translation Centre and the Contractor or any claim by one party against the other under this contract which cannot be settled by the contracting parties out of court shall be brought before the courts of the Grand Duchy of Luxembourg.

18. ADMINISTRATIVE PROVISIONS

18.1. AMENDMENTS

Any amendment to this contract or to its Annexes shall be the subject of a supplementary written agreement concluded on the same terms as the contract and signed by the contracting parties before the expiry of the contract. A verbal agreement shall not be binding on the contracting parties.

18.2. COMMUNICATIONS

Any communication relating to the performance of this contract shall be made in writing in duplicate, and sent to the following addresses:

For the Translation Centre: Translation Support Department, Trademarks and Designs, Bâtiment Drosbach, 12 E, rue Guillaume Kroll, L-1882 Gasperich - Luxembourg.

For the Contractor: (name of representative responsible for the contract and address for correspondence).

19. ANNEXES

19.1. DOCUMENTS

The following documents are annexed to this contract and constitute an integral part of it:

Annex I: Standard assessment sheet

Annex II: Declaration on translation memory software

Annex III Contractor's price offer + declared daily capacity

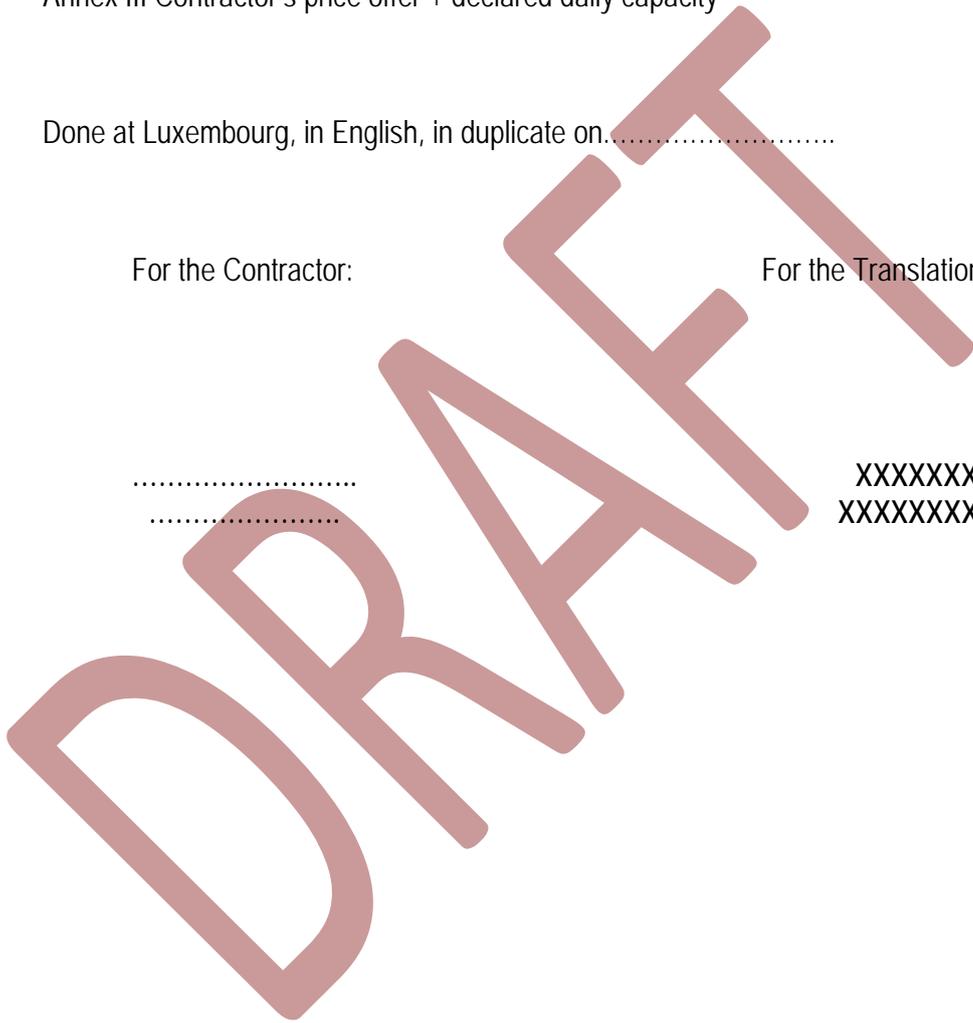
Done at Luxembourg, in English, in duplicate on.....

For the Contractor:

For the Translation Centre:

.....
.....

XXXXXXX
XXXXXXXXX



ANNEX I (PART 1)
ASSESSMENT SHEET



Translation Support Department
Trademarks & Designs

ASSESSMENT SHEET

FREE-LANCE AGENCY:
FRAMEWORK CONTRACT N°:
FREE-LANCE PACKAGE REF:
SERVICE:
TARGET LANGUAGE:
DISPATCH OF:

SL	COM	OM	CNT	MAX	PT	CAP	NICE	Discl	SENS	GR	CNT	MAX
ES												
DE												
IT												
EN												
PL												
NL												
PT												
ET												
DA												
SV												
CS												
FR												
FI												

CNT= Error count
MAX= Maximum errors allowed

CHECKED AND VALIDATED BY THE CHEF DE FILE FOR THE LANGUAGE GROUP.

DATE:

SIGNATURE:

CENTRE DE TRADUCTION DES ORGANES DE L'UNION EUROPÉENNE

Bâtiment Drosbach • 12E, rue Guillaume Kroll • L-1882 Luxembourg • Tel.: +352 42 17 11 1 • Fax: +352 42 17 11 220 • Email: cdt@cdtLeurope.eu • Internet: <http://cdtLeurope.eu>

ANNEX I (PART 2)

NOTE TO THE STANDARD ASSESSMENT SHEET

The translation system calculates the maximum number of errors allowed for each weekly assignment per language combination (MAX). This maximum count is a percentage count (see point 7.8 of the Framework Contract) based on the total number of sentences to translate (COM and OM) on the one hand and on the total number of words (PT, CAP, NICE, DISCL, SENS and GR) on the other.

During the internal revision stage the Translation Centre's revisers mark errors that are automatically recorded and counted by the translation system (CNT).

The type of errors that the system records are the following:

COM: for COMPLETENESS, means that the translation contains more text than the text to translate, i.e. that some sentences in the target language contain more text than the corresponding source sentences.

OM: for OMISSION, means that the parts of the text to translate are missing in the translation, i.e. that some sentences have not been translated, or only partly translated.

PT: for PUNCTUATION, means that the punctuation in the translation is grammatically erroneous or does not comply with the instructions issued by the Translation Centre.

CAP: for CAPITALISATION, means that the first letter of the translated sentence is capitalised when it should not be or vice versa.

NICE: for NICE (heading), means that an expression in the text to translate matches a Heading of the Nice Classification for Goods and Services and hasn't been translated accordingly. It can also mean that an expression in the text to translate has not been translated according to the instructions issued by the Translation Centre.

DISCL: for DISCLAIMER, means that terms or expressions in the disclaimer, colour and/or logo description fields of a trademark have not been treated according to the instructions (e.g. to translate or not to translate certain terms).

SENS: for SENSE, means that a translation is wrong.

GR: for GRAMMAR, means that the grammar, including orthography, of the translated text is erroneous.

The Translation Centre reserves the right to change parts and/or the layout of the assessment sheet insofar as this does not affect the contents thereof in accordance with the contract.

ANNEX II Declaration on translation memory software

Contractors may be required to work on assignments which have already been pre-processed using translation memory software. Contractors are therefore required to declare that **they are prepared to equip and acquaint themselves with the relevant translation memory software should it be required for any specific assignment. Where they are not prepared to do so, they waive their right to be awarded the Contract.**

SIGNED:

NAME:

DATE:

DRAFT

ANNEX III

CONTRACTOR'S PRICE OFFER + DECLARED DAILY CAPACITY

DRAFT