



FRAMEWORK CONTRACT N°

FOR THE PROVISION OF TRANSLATION SERVICES REGARDING TEXTS IN THE GENERAL AFFAIRS FIELD

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 Luxembourg**, represented for the purposes of the signature of this contract by **XXXXX, XXXXX**,

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.

TABLE OF CONTENTS

1. PREAMBLE	4
1.1. SUBJECT	4
1.2. FRAMEWORK CONTRACT	4
1.3. ORDER FORMS	4
1.4. GENERIC USE	4
1.5. RATES APPLICABLE	4
1.6. AWARD OF ASSIGNMENTS	4
1.7. ACCEPTANCE OF ORDERS	4
1.8. DEADLINE	5
1.9. NON-EXCLUSIVITY	5
2. DEFINITIONS	5
3. DURATION	6
3.1. PERIOD OF VALIDITY	6
3.2. RENEWAL	6
4. REMUNERATION	6
4.1. RATE OF REMUNERATION	6
4.2. INVOICING	7
4.3. PAYMENT	8
4.4. PAYMENT PERIOD	8
5. PERFORMANCE OF THE CONTRACT	9
5.1. TRANSMISSION OF DOCUMENTS	9
5.2. ELECTRONIC FILE FORMAT	9
5.3. DEADLINE FOR DELIVERY	9
5.4. LIQUIDATED DAMAGES FOR FAILURE TO MEET DEADLINE	9
5.5. QUALITY REQUIREMENTS	10
5.6. QUALITY CONTROL	10
5.7. ADDITIONAL COSTS INCURRED DUE TO UNSATISFACTORY QUALITY OR FAILURE TO MEET A DEADLINE	10
5.8. USE OF THE TRANSLATION CENTRE'S SERVICES	11
5.9. REFERENCE DOCUMENTS	11
5.10. REQUESTS FOR ADDITIONAL INFORMATION	11
6. COPYRIGHTS	11
7. CONFIDENTIALITY	11
8. PROCESSING OF PERSONAL DATA	12
9. OFFICIALS AND OTHER AGENTS OF THE EUROPEAN UNION	13
10. TERMINATION OF THE CONTRACT	13
10.1. FAILURE TO FULFIL OBLIGATIONS	13
10.2. TERMINATION IN WHOLE OR IN PART	13
11. LIABILITY OF THE CONTRACTING PARTIES AND COMPENSATION	14
11.1. ENTITLEMENT TO PAYMENT	14

11.2. COMPENSATION	14
11.3. LIABILITY FOR SOFTWARE SECURITY	14
12. SECONDARY OBLIGATIONS ON THE CONTRACTOR	14
12.1. INFORMATION ON STAFF RESPONSIBLE	14
12.2. INFORMATION ON TRANSLATION STAFF	14
12.3. SUB-CONTRACTING	14
12.4. RETURN OF DOCUMENTATION	15
12.5. ASSIGNMENT	15
12.6. NATIONAL LAW	15
13. TAX PROVISIONS	15
13.1. EXEMPTION	15
13.2. APPLICATION OF VAT	15
14. SUSPENSION OF THE CONTRACT	15
15. CHECKS AND AUDITS	16
16. APPLICABLE LAW	16
17. JURISDICTION	16
18. ADMINISTRATIVE PROVISIONS	16
18.1. AMENDMENTS	16
18.2. COMMUNICATIONS	16
19. ANNEXES	17
19.1. DOCUMENTS	17
ANNEX I - STANDARD ASSESSMENT SHEET	18
ANNEX II – DECLARATION ON TRANSLATION MEMORY SOFTWARE	20
ANNEX III - PRICES PER LOT	21
ANNEX IV – TRANSLATION TEAM APPROVED BY THE TRANSLATION CENTRE	22

1. PREAMBLE

1.1. SUBJECT

This contract for the provision of translation services regarding texts in the general affairs field is based on the offer submitted by the Contractor in response to the call for tenders FL/GENAFF19 published in the Official Journal No SXXX on XX/XX/2019.

1.2. FRAMEWORK CONTRACT

This framework contract lays down the basic conditions for placing orders for specific translation assignments. These specific translation assignments shall be executed by way of order forms, which shall be governed by the terms and conditions of the present framework contract. Signature of the contract imposes no obligation on the Translation Centre to purchase. Only implementation of the framework contract through the said order forms is binding on the Translation Centre.

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.

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 from ... into at the rate of euro per standard page.

1.6. AWARD OF ASSIGNMENTS

Multiple framework contracts shall be offered. For each lot a list of contractors shall be drawn up in descending order according to the number of marks obtained on the basis of the award criteria. This list determines the order in which work shall be placed (if the first contractor on the list is unable to execute the order for reasons that are not such as to entail termination of the contract or in the absence of a positive reply from that contractor, the authorising department may call on the second contractor, and so on down the list). An order form shall be issued once the Contractor has accepted the work. When the order is simultaneously proposed via the freelance portal to all the contractors in a lot, the order shall be awarded to the highest ranked contractor that expressed its availability within the deadline given.

In exceptional cases, when a specific document is outsourced as a follow-up to a text previously translated by a given contractor, the Translation Centre reserves the right to award it to the same contractor regardless of the ranking, if a high degree of expertise and significant research, familiarisation with the subject and other efforts were required for the initial translation. This is done to ensure a high degree of quality and consistency.

1.7. ACCEPTANCE OF ORDERS

The Contractor shall be required to send immediate confirmation of acceptance of the order through the freelance portal.

1.8. DEADLINE

Upon acceptance of the order, the agreed deadline becomes contractually binding. The burden of correct and timely delivery is borne by the Contractor.

1.9. 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 contract:

- **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.
- **Translation memory** means a repository of previously translated text that associates segments (e.g. sentences or paragraphs) of the source and the target language in a way that allows for reuse by Computer Assisted Translation tools.
- **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 specific contracts ('order forms'). Framework contracts do not therefore give rise to any obligation for the Translation Centre to outsource a specific volume of work.
- **Order form** shall mean the document issued by the authorising department 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 completed, and the remuneration due.
- **Standard page** shall mean a page of text comprising 1 500 characters, excluding 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 to 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 xx xxxx 2019, or on the date it is signed by the last contracting party should this be after xx xxxx 2019, and shall expire on xx xxxx 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

4.1.1. In the case of translations carried out under this contract, the Translation Centre shall pay the Contractor a sum equal to the number of characters of source text multiplied by the price *per one thousand and five hundred characters (i.e. one standard page)* specified in Article 1.5, the number of characters being determined by the Translation Centre.

4.1.2. In the case of computer-assisted translations which have been pre-processed using computer-assisted translation software, the number of characters of source text shall be counted in proportion to the text wholly or partially pre-treated as follows:

- 100% match and/or repetitions (C100)- the characters concerned shall be counted with a value of 20%;
- 85-99% match (C99)- the characters concerned shall be counted with a value of 50%;
- less than 85% match (C85)- the Characters concerned shall be counted with a value of 100%.

This results in the application of the following formula:

Total character count to be paid = $(C100 * 0.2) + (C99 * 0.5) + C85$.

4.1.3. In the case of revisions, the Translation Centre undertakes to pay a sum equal to the number of standard pages of source text multiplied by 50% of the price per standard page specified in Article 1.5, the number of standard pages being determined by the Translation Centre.

4.1.4. In the case of modifications, the Translation Centre undertakes to pay a sum equal to the number of standard pages of new source text multiplied by 130% of the price per standard page specified in Article 1.5, the number of standard pages of new source text being determined by the Translation Centre.

4.1.5. Where a text delivered in data file form includes figures (e.g. tables, graphs, diagrams or maps) containing written material to be translated, only the number of characters to be translated is counted. Where the text to be translated is on paper and the order form specifies that any figures in the text must be reproduced in full, the page count is based on the space they occupy (e.g. a table taking up half a page is considered as the equivalent of a half-page of text).

- 4.1.6. 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 4.1.7. 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.
- 4.1.7. 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 euro 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 in which the closing date for the submission of tenders falls. For contractors established outside the European Union the price shall be revised on the basis of the trend in consumer prices in the country in question⁵.

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 Union. 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;

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.

- the type of service (translation, revision, modification, etc.);
- the document number;
- the number of standard pages, the price per standard page 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 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 or monthly basis. The Contractor shall draw up invoices each week on the basis of the documents 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 5.4 and/or Article 5.7 of this contract shall be deducted from outstanding payments.

4.4. PAYMENT PERIOD

4.4.1. The authorising department 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 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 (e.g. 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. That 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.

- 4.4.5. The Translation Centre reserves the right to apply liquidated damages relating to quality problems, as set out in Article 5.6.3, on invoices already paid if the standard assessment sheet was not submitted.

5. PERFORMANCE OF THE CONTRACT

5.1. TRANSMISSION OF DOCUMENTS

- 5.1.1. The texts to be translated shall be either in data file form or in hard-copy form, whether typewritten or printed. The former shall be dispatched to the Contractor through the freelance portal and the latter by standard postal service, special courier service or fax, unless other arrangements have been specifically agreed between the Contractor and the authorising department. Unless otherwise indicated on the order form, all translations must be returned through the freelance portal directly to the relevant authorising department and must be correctly encoded in accordance with the instructions issued.
- 5.1.2. Individual order forms issued under the terms of this contract shall contain, if necessary, additional instructions regarding the execution and/or delivery of the translation.

5.2. ELECTRONIC FILE FORMAT

It is the responsibility of the Contractor to ensure that he is able to supply work in the electronic file format specified on the order form prior to accepting the assignment. Unless otherwise agreed between the Contractor and the authorising department, all work must be correctly formatted so as to be an identical replica of the original text.

5.3. DEADLINE FOR DELIVERY

- 5.3.1. The date and time by which the completed assignment is to be returned shall be indicated on the order form.
- 5.3.2. 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 (not later than 48 hours before the deadline for delivery or immediately when the causes of such delays arise). The parties shall then jointly agree on the measures to be taken (without prejudice to the provisions of Article 5.4 and 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.

5.4. LIQUIDATED DAMAGES FOR FAILURE TO MEET DEADLINE

- 5.4.1. 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 per calendar day of delay.
- 5.4.2. Liquidated damages are, however, limited to 50% of the total amount due for the assignment.

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

5.5. QUALITY REQUIREMENTS

- 5.5.1. 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 shall 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 5.9 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.
- 5.5.2. The Contractor may be asked to provide a definitive version of an assignment incorporating corrections made by the Translation Centre. This work shall be carried out within a reasonable time period and shall not give rise to any additional remuneration for this service.

5.6. QUALITY CONTROL

- 5.6.1. The Translation Centre reserves the right to carry out quality controls on all work supplied by the Contractor. The standard assessment sheet used is annexed to this contract (Annex I) and forms an integral part of it. Signature of this contract by the Contractor implies acceptance of this system of assessment.
- 5.6.2. Each assignment shall be assessed by the Translation Centre using the standard assessment sheet (Annex I of the framework contract), which forms an integral part of the framework contract. Where the quality of the assignment is assessed as being of an exceptionally high standard (+1) or an unacceptably poor standard (-1), the assignment shall be forwarded to an assessment committee. Where the initial assessment is invalidated, the Contractor's ranking remains unchanged. Where the initial assessment is confirmed, an assessment of (-1) shall result in ten points being deducted from the points initially awarded to the Contractor whilst an assessment of (+1) shall result in ten points being added. This ensures that the ranking of Contractors reflects the actual quality of the service offered throughout the duration of the contract.
- 5.6.3. Where the quality is judged to be unsatisfactory, the Translation Centre shall 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. The assignment shall then be referred to the assessment committee mentioned in Article 5.6.2 for a second assessment. Where this assessment committee confirms that the quality of the work is unsatisfactory, 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), not to pay the sums due for the order or for part of the order and to impose a deduction of up to 10% of the total payment due for the order. 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.

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

If the Translation Centre incurs 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 agreed with the Translation Centre.

5.8. 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.

5.9. 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. The order form shall contain instructions as to whether or not reference documents have to be returned.

5.10. 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 1247/2020/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 Workflow Management Section - freelance.Cdt@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:
 - (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.

⁶ The legal basis for the processing is Regulation (EU, Euratom) 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.

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 Unions' 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.

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 part(s) 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 authorising department 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 Translation Centre 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 translation 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. 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.

12.5. 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 such 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.

12.6. NATIONAL LAW

The Contractor undertakes to respect all obligations arising from national law (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 matters. 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 shall 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. Once suspension has taken effect,

no new assignment will be offered to the Contractor under this framework contract until suspension has been lifted. 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 previous paragraph, arrange for an in situ visit to be carried out either by an outside body of its choice or by the Translation Centre 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 shall be 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, Workflow Management Section, Bâtiment Drosbach, 12 E, rue Guillaume Kroll, L-1882 Luxembourg.

For the Contractor: name of representative responsible for the contract and address for correspondence, as mentioned on the first page of this Contract.

19. ANNEXES

19.1. DOCUMENTS

The following documents are annexed to this contract:

Annex I: Standard assessment sheet

Annex II: Declaration on translation memory software

Annex III: Contractor's price offer

Annex IV: Translation Team approved by the Translation Centre

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

For the Contractor:

For the Translation Centre:

«Gender» «First_name_of__legal_representative»
«Surname_of__legal_representative»
«Position_of__legal_representative»

XXXX XXXXX
XXXXXX

ANNEX I - STANDARD ASSESSMENT SHEET

FREELANCE UNIT TO BE INFORMED OF QUALITY PROBLEMS BY:

ASSESSMENT OF TRANSLATION CARRIED OUT BY FREELANCE CONTRACTOR

DOCUMENT NO.:

NO. OF PAGES:

REQUIRED BY AGENCY:

Date sent for translation:

Date sent for assessment:

Freelance contractor:

Assessor:

Source language:

Target language:

TECHNICAL QUALITY:

Did the electronic version of the source text pose problems?

Has the translation text been properly formatted?

Have all the tables, etc. been correctly reproduced in the translation?

AMOUNT OF TIME SPENT ON REFORMATTING HRS

TYPE OF ASSESSMENT CARRIED OUT:

SPOT CHECK OF RANDOM SELECTED PASSAGES THROUGHOUT DOCUMENT

☐

PLUS READ THROUGH OF ENTIRE TRANSLATION

☐

THOROUGH CHECK OF ENTIRE DOCUMENT

☐

AMOUNT OF TIME SPENT ON ASSESSMENT HRS

GENERAL COMMENTS:

Is the *SOURCE* text particularly easy/particularly difficult?

Are there problems with the linguistic quality of the *SOURCE* text?

Is the translation an accurate rendition of the original text?

Is the translation absolutely complete?

Has adequate attention been paid to detail?

Is the terminology consistent throughout the document?

Have the reference documents supplied been respected?

Does the translator seem to have carried out adequate background research?

Does the translation read well?

Does this translator seem particularly well-qualified to translate this type of documents?

or does he/she manifestly lack adequate specialist knowledge?

SPECIFIC AREAS OF WEAKNESS:

Inaccuracy/mistranslation (SENS)	<input type="checkbox"/>	Grammatical mistake (GR)	<input type="checkbox"/>
Omission (OM)	<input type="checkbox"/>	Clarity (CL)	<input type="checkbox"/>
Punctuation (PT)	<input type="checkbox"/>	Specific terminology (TERM)	<input type="checkbox"/>
Spelling mistake (SP)	<input type="checkbox"/>	Reference documents (RD)	<input type="checkbox"/>
Totally or partially unrevised machine translation (optional)			<input type="checkbox"/>

Does the translation appear to have been rushed/not properly reread?

Is the quality patchy (mixture of good and poor)?

SPECIFIC COMMENTS

OVERALL ASSESSMENT:

<input type="checkbox"/>	exceptionally high standard	+1
<input type="checkbox"/>	level which can reasonably be expected of a professional translator	0
<input type="checkbox"/>	unacceptably poor standard	-1

Date:

Signature:.....

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 - PRICES PER LOT

DRAFT

DRAFT