

## Terms of order and agreement for printing services

### **1. Subject matter of the general agreement**

To fulfil its educational mission and the associated requirements of communications materials for online use and at conferences or other educational events, the Brussels Office of the Rosa-Luxemburg-Stiftung (referred to as “client”) intends to conclude a general agreement for printing services.

The contractual partner (referred to as “contractor”) shall execute printing services assigned by the client. Important requirement is the timely execution of the respective orders, as well as the excellent quality of the services.

### **2. Terms and execution periods**

The agreement has a term of twelve (12) months and can be tacitly extended by another twelve (12) months unless it is cancelled upon written notice at least one (1) month to the agreed term of the agreement. The maximum length of this contract is thirty-six (36) months.

The execution of the agreement starts with the placement of the first order by the client.

### **3. Estimated volume of production**

The client estimates that for the term of this agreement, it will place orders for printing services for around 30.000€ per year.

This number is a mere estimation. Needs may be higher or lower. However, a cumulative volume of 200.000€ net over the entire term will not be exceeded. If this maximum amount is reached, this contract will automatically expire. Orders will not be placed at once but each prior to the respective event respecting the agreed deadlines.

The client reserves the option to fall back on relevant suppliers.

### **4. Detailed description of tasks**

Services will include:

1. Printing of brochures/booklets to present the work of our office;
2. Printing of event material: flyers, folders, event programmes, posters, postcards;
3. Coordination with the Graphic designer and illustrator (if applicable)

This list is not exhaustive.

## Periods for delivery

Delivery will be made in Brussels. List of items is not exhaustive.

N°	Description	Period for delivery
1.	Printing of booklets and publications (between 15 and 60 pages)	5-7 days
2.	Printing of event flyer	3 days
3.	Printing event poster	3 days
4.	Printing event programme	3 days

The contractor commits to confirm each order within 2 working days by submitting a financial offer according to appendix 2.

The stated prices on each individual offer, after agreed upon with the client, will be binding for the particular order.

## 5. Obligations of the contractor

The contractor agrees to treat as confidential all documents, files and data received from the client or its cooperation partners concerning the respective order, and to maintain secrecy towards third parties. If the contractor is not able to carry out the assigned order, they shall immediately inform the client. In case that the contractor cancels the order at short notice, the contractor shall provide a substitute supplier that fulfils the criteria set out in the order description. If they fails to do so, the client may charge their fees amounting up to 25% of the order value.

## 6. Individual assignments and accounting

For individual assignments, the conditions set out under the aforementioned points shall apply. Individual assignments shall always be made in writing (by email). Questions may be discussed in advance orally. By submitting a binding offer, the contractor agrees to the aforementioned terms of agreement.

The remuneration is due after delivery and invoicing. Invoices are to be addressed to the client (by mail to: [invoices.brussels@rosalux.org](mailto:invoices.brussels@rosalux.org) and [sophia.thoenes@rosalux.org](mailto:sophia.thoenes@rosalux.org)) and have to contain all legal information, the delivery date as well as the sales tax identification number of the client, BE 0823.228.211. The client pays through bank transfers.

## 7. Liability

The contractor's liability for breach of contractual obligations towards the client is limited to intention and gross negligence.

## 8. Copyrights

All copyrights, rights of use and exploitation rights arising from the service shall be transferred to the client, insofar as this does not conflict with binding legal provisions at national and/or EU-level.

All claims by the contractor to the concession of rights shall be satisfied after full payment of the remuneration specified in this agreement.

## 9. Status and miscellaneous

The contractor is responsible for the tax treatment of the agreed remuneration. As a precaution, the client advises that they is obliged by Belgian law to report both the identity and the amount concerning every charge to the Belgian tax authorities not later than March 31st of the following year.

The placing of an order by the client to the contractor constitutes a binding agreement.

Modifications and amendments to this agreement shall be made in writing. Should individual provisions of the agreement become invalid, this will not affect the validity of the remaining provisions.

The contractor shall ensure that all persons entrusted by them with the fulfilment of contractual obligations carefully observe statutory regulations on data protection, and refrain from forwarding information, unless it is evident, received from the client to third parties or use it otherwise.

The language of communication with our office is German, English and French.

## 10. Jurisdiction

The municipal or district court Brussels shall have jurisdiction over legal disputes arising from this service agreement, its termination and liquidation.

Date /signature of the client

Date/signature of the contractor

Anna Schröder  
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Head of Office