

Terms of order and agreement for design and layout 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 design and layout services.

The contractual partner (referred to as “contractor”) shall execute design and layout 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 design and printing services for around 50.000€ per year.

This number is a mere estimation. Needs may be higher or lower. However, a cumulative volume of 180.000€ 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 the design and layout of:

1. Publications to present the work of our office for printing and web;
2. Event material for printing: folders, event programmes, posters, postcards;
4. Images/banners for conferences to use electronically on website and social media;
5. Flyers, posters, roll-ups, banners, invitations, post-cards for events or general presentation of the office.
6. Visuals for social media (e.g. X, Instagram, Facebook)

This list is not exhaustive.

Other important tasks are:

1. Data visualisation (e.g. maps, graphs)
2. Coordination with the illustrator (if applicable)
3. Coordination with the printer

The availability to design and coordinate the production of give-aways (e.g. tote bags, pens, lighters) is considered an asset.

The material is, for the bigger part, texts, with some graphs and tables; photographs and images are mainly used on covers/banners for the website and in the publications (chapter pages/illustration of content). All texts will be provided by the client after being copy-edited. Usually, no more than three correction rounds on the set text are needed. The final layout will be approved by the responsible persons of the client.

The focus of the client's work lies on global social rights, labour rights and unions, international trade and alternatives to neoliberalism, right-wing extremism, militarisation, energy democracy, sustainability and socio-ecological transformation, left parties and civil society movements in Europe.

The contractor agrees to provide the client with ready-to-print electronic files as well as formats to use on the web. The client shall place design and layout orders between six (6) and, at the latest, 1 (one) week prior to the requested delivery date. The client shall provide detailed descriptions of the needed materials including information about the context that the materials will be used in, target group and messages to convey.

Periods for delivery

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

N°	Description	Period for delivery
1.	Design, layout of booklets and publications	3 weeks
1.1	Design and layout of booklets and publications (web only)	2 weeks
2.	Design, layout of event flyer	7 days
3.	Design, layout of event poster	7 days
4.	Design, layout of event programme	7 days
6.	Design of visuals/banners for conferences to use electronically on website and social media	7 days

The contractor commits to confirm each order within 2 working days by submitting a financial offer according to appendix 1.

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 to mail: invoices.brussels@rosalux.org and 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.

Regarding third parties' copyrights of photos and designs: the client is has a contract with the photo agency [IMAGO](#), and the contractor generally needs to align with this choice. In case that the contractor wants to include copyrighted material in designs, the following needs to be stated in written form:

- the intention to the client,
- the source/owner of the copyrighted material,
- the cost for the use of the particular material.

The client, after consulting with the contractor, will decide whether or not the particular copyrighted material will be used. In case that the contractor uses copyrighted material without having informed the client as described above, they is exclusively responsible for any and all copyright claims of the owner of the copyrighted material.

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