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

The Brussels Office of the Rosa-Luxemburg-Stiftung (referred to as "client") intends to conclude a general agreement for translation services to guarantee high quality standards in regard to the client's publications and website.

The contractual partner (referred to as "contractor") shall deliver written translation services assigned by the client. Important requirements are a proven expertise in European political affairs and familiarity with terminology used in progressive and left-wing organisations.

### 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 services

The Rosa-Luxemburg-Stiftung Brussels Office estimates following yearly order value:

### Lot 1 – Translation services: 35.000 € net per year.

This number is a mere estimation and might vary. 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. We cannot confirm the frequency of orders for 2025 and following years. 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

### Lot 1 – Translation Services

Translation services require linguistic and technical competences in the relevant languages. Translation, are required in the context of the client's written communication: publications (such as booklets, brochures, books, articles; print or online), flyers and invitations, texts such as news announcements and project reports for the website. 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 translation services are mainly required for the following European languages: English, German, French.

Knowledge of the following languages is considered an asset: Spanish and Italian.

### Periods for delivery

The basis for calculation is 65 signs per line.

| N° | Description | Volume         | Period for delivery              |
|----|-------------|----------------|----------------------------------|
| 1. | Translation | Up to 2 pages  | 2 day, including proofreading*   |
| 2. | Translation | Up to 10 pages | 6 days, including proofreading*  |
| 3. | Translation | Up to 50 pages | 20 days, including proofreading* |
| 4. | Translation | Up to 80 pages | 32 days, including proofreading* |

\* The contractor shall carry out the proofreading by a third person (not the translator) to guarantee the delivery of a clean text, ready to be published.

The contractor commits to confirm each order within 2 working days by submitting a financial offer according to appendix 1.1.

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 defrayable after delivery and its billing. The bills are to be addressed to the client (by mail: <u>invoices.brussels@rosalux.org</u>) 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.

The client declines all responsibilities for loss or damage of the contractor's technical equipment.

# 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.

The client is entitled to assign the rights of use and exploitation– partially or entirely – to third parties (for example to publishing houses), either for gift or for good and valuable consideration. Nevertheless, the Client hereby declares that such assignment to third parties would be free of charge in any case.

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

## 9. General description of the suitability of tenderers

We will only evaluate applicants who have submitted a full application with all the necessary documents

*9.1. Please complete, sign and submit following documents:* 

- Terms of order and agreement for translation services
- Indicative financial offer (appendix 1.1)
- Three (3) significant references of services for similar clients (appendix 1.2)
- Test task (appendix 1.3)
- Self-declaration, see 9.2.
- Presentation of the company's business model, see 9.3.

## *9.2. Information to provide in the self-declaration:*

The tenderer shall submit following information about their company

- Company's registered headquarters and main contact person
- Number of translators occupied by the company with the required skills and qualifications

- Proof of qualification: The qualification profile of the employed translators shall be presented for following languages (2-3 qualification profiles per language)
  - o English
  - o French
  - o German

## 9.3. Presentation of the company's business model

In order to be able to better assess the capacity and efficiency of the tenderer, the Rosa-Luxemburg-Stiftung kindly asks you to clearly demonstrate the following among others:

- Provide proving documents regarding compliance of payment standards for translators
- Provide proofs of fair treatment (equal treatment of women and men; transparent remuneration policy; union organisation of the employees...)

## 10. Evaluation criteria

The offers will be evaluated according to following criteria:

| Price                                     | 50% |
|---|-----|
| Proof of qualification, work samples (cf. | 40% |
| test task)                                |     |
| Business model (cf. 9.3)                  | 10% |

## 11. 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.

## 12. 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 Anna Schröder Rosa-Luxemburg-Stiftung, Brussels Office Head of Office Date/signature of the contractor