



GENERAL CONDITIONS RELATING TO THE PROVISION OF LANGUAGE SERVICES TO THE TRANSLATION CENTRE FOR THE BODIES OF THE EUROPEAN UNION OUTSOURCED UNDER NEGOTIATED PROCEDURE

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1. SPECIFIC ASSIGNMENTS

Each specific assignment offered will be the subject of an **order form** issued by the authorising department of the Translation Centre. This order form will specify the nature of the **service** to be provided, the **volume** of the work to be carried out, the **deadline** by which it is to be carried out, and the **remuneration** due.

ACCEPTANCE OF ORDERS

The Contractor will be required to send confirmation of acceptance of the order through the Freelance Portal by making an offer (see Freelance Portal User Manual, Price Offer section for more information).

DEADLINE

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

PRIMACY OF PROVISIONS

The contract consists of the order form and these general conditions. If there is any conflict between different provisions related to the specific assignment, the following rules must be applied:

- a) The provisions set out in the order form take precedence over those set out in general conditions;
- b) The provisions set out in the general conditions take precedence over those set out in the tender specifications;
- c) The provisions set out in the tender specifications take precedence over those set out in the contractor's tender.

All documents issued by the contractor (end-user agreements, general terms and conditions, etc.) except its tender are held inapplicable, unless explicitly mentioned in the special conditions of this contract. In all circumstances, in the event of contradiction between this contract and documents issued by the contractor, this contract prevails, regardless of any provision to the contrary in the contractor's documents.

2. DEFINITION OF SERVICES TO BE PROVIDED

- 2.1. **Translation** means the translation of a text into the target language specified. If the job has been processed with a CAT tool, all segments coming from translation memories and/or from machine translation engines must be checked, including locked segments regardless of their status and origin. Any instructions or reference material must duly be followed. Terminology and any other additional resources available in a package can be used and corrected as necessary as far as the final product returned to the Centre is such as not to require additional revision by internal staff.
- 2.2. **Custom translation** means the production of completed assignments whose level of quality must be equivalent to that achieved by a native-speaker human translator. The input provided by the Centre will be a mix of translation memories content ranging from 95% to 100% matches and machine translation proposals resulting from neural machine translation engines evaluated as fit for full post-editing purposes, created by the Centre in the relevant specialised field. The output should be a text whose quality should be comparable to that of a translation thoroughly checked by a human translator: all segments are correctly checked and corrected if necessary (this applies to both translation memory and machine translation content) all specific instructions are followed, that references to documents and relevant Guidelines provided (attached to the request or published on the Freelance Portal) are checked and quoted correctly, terminology used is consistent throughout the text.
- 2.3. **Light post-editing** means the process of correcting machine translation output and translation memory content ranging from 95% to 100% matches. The Centre expects a completed

assignment that is understandable and accurate in terms of its content and where no information has been left out, no information has been added, spelling is correct, any errors in content have been corrected, no stylistic corrections or sentence restructuring has been made. The input will be a mix of translation memories content ranging from 95% to 100% matches and machine translation proposals resulting from neural machine translation engines evaluated as fit for light post-editing purposes. All segments must be checked, including 95-100% matches and locked segments coming from translation memories, regardless of their status and origin.

- 2.4. **Modification** means the translation and introduction of amendments into a text which has already been translated. If the job has been processed with a CAT tool, all segments (including locked segments, unless specified differently in the instructions) coming from translation memories must be checked in order to verify that the previous version of the document has duly been respected, while new or modified content must be re-worked as necessary. Any instructions or reference material must duly be followed. Terminology and any other additional resources available in a package can be used and corrected as necessary as far as the final product returned to the Centre is such as not to require additional revision by internal staff.
- 2.5. **Revision** means the rereading and where necessary reworking of a text which has already been translated to ensure that the translation is an accurate rendition of the original.
- 2.6. **Editing** means the correction and/or improvement of a text which has been drafted in the target language specified.
- 2.7. **Terminology** means a structured set of concepts and their designations (graphical symbols, terms, phraseological units, etc.) in a specific subject field.
- 2.8. **Term list and application labels** means the translation of simple lists of terms (usually nouns or noun phrases), without any indication of the definition, source, context, comments, etc. This service can also be used for the translation of labels, short strings of text that describe or name components of a website or web application. Labels are used to identify or explain the purpose of different elements, such as buttons, fields in forms, menus, and other interactive components, and are accompanied by contextual information, such as the application or functionality they belong to. In case of labels corresponding to short sentences, the Centre will count each sentence as an individual entry. Any reference document should duly be consulted.
- 2.9. **Revision of term list** means the rereading and where necessary reworking of a term list which has already been translated to ensure that the translation is an accurate rendition of the original.
- 2.10. **Language consultancy** means other language related services not listed above. As the workload for this type of service depends greatly on the complexity of the individual case, each project is defined in cooperation with the supplier and invoiced in man/days.
- 2.11. **Subtitling** means the textual representation of spoken language in a video in a way that permits the rendition of the text on screen. The service may include 'spotting', i.e. the synchronization of the subtitles and the video. Subtitles may be provided in the source language of the video only, or in one or several other languages, together with time codes indicating at what exact time a subtitle should be displayed and how long it should be visible on the screen.
- 2.12. **Transcription** means rendering an audio and/or a video file into a high-quality written text. This is done by means of speech to text technologies, whose raw output must be post-edited. The final written output must include timecodes and speaker identification unless differently instructed by the Centre. Transcription tasks must be carried out in audio-visual tools (unless specified differently by the Centre) allowing linguists to adapt timecodes and speaker identification. Transcriptions general guides and instructions are provided on the Freelance Portal under Documents.

- 2.13. **Embedded translation and post editing service** means translating or post-editing (full or light) confidential texts into the target language specified following the translation and post-editing standards requested by the Centre (see the definitions of translation, custom translation and light post-editing services in this document). This job is carried out by external providers on their own computers but connected to a secured Centre's environment where specific confidentiality measures apply (e.g. no copy and paste). A stable internet connection, **Microsoft Windows 10 or higher** and a browser are required. For non-Windows users, instructions for Apple Mac can be provided. The Centre's environment will also have the necessary software to carry out the job requested, namely Trados Studio or Microsoft Office tools. A good knowledge of such software tools is required. This service requires an extremely high level of confidentiality to be guaranteed by the provider.
- 2.14. **Embedded layout and content formatting service** means converting PDF files into Word files for translation purposes. The resulting Word file should be processable with translation technologies (e.g. Trados Studio) in order to obtain a correct linguistic and technical (structural) segmentation of the translatable content and a correct export of content for translation. For some tasks, images of graphs and tables should not be converted to text (unless indicated differently by the Centre). Detailed instructions will be provided at the time of the assignment. This job is carried out by external providers on their own computers but connected to a secured Centre's environment where specific confidentiality measures apply (e.g. no copy and paste). A stable internet connection, **Microsoft Windows 10 or higher** and a browser are required. For non-Windows users, instructions for Apple Mac can be provided. The Centre's environment will also have the necessary software to carry out the job requested, namely Adobe PRO, ABBYY Transformer, Trados Studio, Microsoft Office tools. A good knowledge of such software tools is required. This service requires an extremely high level of confidentiality to be guaranteed by the provider.

All assignments shall be carried out in full accordance with the specific instructions found in the Translation Centre's offer. The onus is on the Contractors to carry out a thorough check of the entire product to ensure that it can be used as it stands without further revision by the Translation Centre according to the specifications of each service. They shall pay particular attention to ensuring that all references to documents and **Guidelines** already published on the Freelance Portal (under the tab **Documents** and **References** and **Downloads** sections) have been checked and followed, that any reference documents available under the relevant References folder have been consulted, and that terminology is used consistently throughout the text (when applicable).

In all cases (translation, custom translation, modification, light post-editing), the contractor is requested to **verify each and every segment/sentence**, regardless of its status and origin (unless specified differently by the Centre), and make the necessary changes to meet the Centre's quality standards for the requested service.

3. OTHER DEFINITIONS

- **Standard page** means a page of text comprising 1 500 characters, excluding spaces, in the source language.
- **Person-day** means the daily fixed charge which corresponds to a minimum effective duration of services provided in the framework of this contract at a rate of 8 hours/day/person, regardless of whether the services are provided during or outside normal working hours. The daily fixed charge is calculated including all costs.
- **Term** in the context of the service "term list and application labels" and "revision of term list and application labels" means a noun, a noun phrase or a short sentence to be translated or revised.

- **Authorising department** means the department(s) within the Translation Centre responsible for issuing order forms and processing the related invoices.
- **Delivery** means the return of the completed assignment to the Translation Centre in data file form (file upload in the Freelance Portal).
- **Computer-Assisted Translation (CAT)** shall refer to 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 CAT tools.
- **Machine translation** shall mean the raw output of machine translation engines used by the Translation Centre.

4. REMUNERATION

The remuneration due will be based on the rate per standard page specified by the provider in the price offer entered in the Freelance Portal and accepted by the Translation Centre in the contract where the number of pages is determined by the Translation Centre.

Translation and post-editing services

In the case of jobs which have been pre-processed using CAT tools (TMs) and/or machine translation (MT), the number of characters of the source translatable content shall be counted in proportion to the text treated as follows:

Service	Weighted volume	Package
TRANSLATION	<ul style="list-style-type: none"> • Full matches and repetitions: 20% • Fuzzy matches (85-99%): 50% • Fuzzy matches (75-84%): 100% • Machine translation (0-74%): 80% • If no match/machine translation: 100% 	Pre-translation 75-100%: TMs 0-74%: MT
CUSTOM TRANSLATION*	<ul style="list-style-type: none"> • Full matches and repetitions: 20% • Fuzzy matches (95-99%): 50% • Machine translation (0-94%): 70% • If no match/ machine translation: 100% 	Pre-translation 95-100%: TMs 0-94%: MT
LIGHT POST-EDITING	<ul style="list-style-type: none"> • Full matches and repetitions: 20% • Fuzzy matches (95-99%): 50% • Machine translation (0-94%): 50% • If no match/ machine translation: 100% 	Pre-translation 95-100%: TMs 0-94%: MT

*Custom translation shows as 'full post-editing' service in the Order Form.

For both **Translation** and **Custom translation**, the expected output by the Centre shall be a high-quality completed assignment (see definition under point 2.1 and 2.1).

Translation jobs will be calculated 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%;
- **75-84% match (C84):**
the characters concerned shall be counted with a value of 100%;
- **Less than 84% match (C83):**
the characters concerned shall be counted with a value of 80%;
- **No match / No machine translation (C0):**
the characters concerned shall be counted with a value of 100%.

The following formula will be applied:

$$\text{Total character count to be paid} = (C100 * 0.2) + (C99 * 0.5) + (C84 * 1) + (C83 * 0.8) + (C0 * 1)$$

Custom translation jobs will be calculated as follows:

- **100% match and/or repetitions (C100):**
the characters concerned shall be counted with a value of 20%;
- **95-99% match (C99):**
the characters concerned shall be counted with a value of 50%;
- **0-94% machine translation (C94):**
the characters concerned shall be counted with a value of 70%;
- **No match / No machine translation (C0):**
the characters concerned shall be counted with a value of 100%.

The following formula will be applied:

$$\text{Total character count to be paid} = (C100 * 0.2) + (C99 * 0.5) + (C94 * 0.8) + (C0 * 1)$$

Light post-editing jobs will be calculated as follows:

- **100% match and/or repetitions (C100):**
the characters concerned shall be counted with a value of 20%;
- **95-99% match (C99):**
the characters concerned shall be counted with a value of 50%;
- **0-94% machine translation (C94):**
the characters concerned shall be counted with a value of 50%;
- **No match / No machine translation (C0):**
the characters concerned shall be counted with a value of 100%.

The following formula will be applied:

$$\text{Total character count to be paid} = (C100 * 0.2) + (C99 * 0.5) + (C94 * 0.5) + (C0 * 1)$$

This result will then be converted into standard pages of 1 500 characters and will be rounded up at the nearest half page. The number of pages calculated by this formula shall be the volume of the document considered for the remuneration due.

When CAT tools and/or MT are not used, the number of characters of the source translatable content shall be counted and converted into standard pages of 1 500 characters, rounded up to the nearest half page.

Modification service

In the case of Modification the Translation Centre undertakes to pay a sum equal to the number of standard pages of new or modified translatable content multiplied by 130% of the price per standard page specified in the price offer entered in the Freelance Portal where the number of standard pages of new source text is determined by the Translation Centre.

Revision service

In the case of revisions, the Translation Centre undertakes to pay a sum equal to the number of standard pages of source already translated text multiplied by 50% of the price per standard page specified in the price offer entered in the Freelance Portal where the number of standard pages is determined by the Translation Centre.

Term list and application labels and Revision of term list and application labels services

The remuneration due will be based on the rate per term/entry specified in the price offer entered in the Freelance Portal and accepted by the Translation Centre in the contract where the number of terms/entries is determined by the Translation Centre.

Terminology and Language Consultancy services

The remuneration due will be based on the rate per man-day specified in the price offer entered in the Freelance Portal and accepted by the Translation Centre in the contract where the number of person-days is determined by the Translation Centre.

Subtitling and Transcription services

The remuneration due will be based on the rate per minute specified in the price offer entered in the Freelance Portal and accepted by the Translation Centre in the contract where the number of minutes is determined by the Translation Centre.

In the case of pre-processed subtitling and post-editing of pre-processed transcription assignments, the Translation Centre shall pay the Contractor a sum equal to the total number of minutes of the pre-processed audiovisual material multiplied by the price offer entered as defined above. In the case of non-pre-processed subtitling and transcription assignments, the Translation Centre shall pay the Contractor a sum equal to the total number of minutes of audiovisual material multiplied by the price entered as defined above multiplied by a coefficient of 120%.

Editing service

The remuneration due will be based on the rate per standard page specified in the price offer entered in the Freelance Portal and accepted by the Translation Centre and in the contract, the number of standard pages being determined by the Translation Centre.

Embedded translation, post editing services, layout and content formatting services

The remuneration due will be based on the rate per person-day specified in the price offer sent to the Centre where the number of person-days is determined by the Translation Centre.

Instructions on the task to be carried out will be provided by the Translation Centre when the negotiated procedure is launched.

5. INVOICING

The Contractor shall submit signed invoices to the 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 or the reason for VAT exemption; 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 order form number;
- The type of service (translation, revision, modification, etc.);
- The document or file number;
- The number of standard pages, terms, person-days or minutes;
- The rate per standard page, term, man day or minute;
- The total price;
- The amount of VAT where applicable;
- The reason for exemption from VAT (where applicable); either the words "Exempt from VAT pursuant to Article 151(1)(aa) of Directive 2006/112/EC." in the appropriate language, or the equivalent phrase stipulated by your national law, or a reference to the relevant national legislation.
- The total amount payable;
- The full name, address and bank account number (including codes) to which the remuneration is to be paid.

All invoices and supporting documents shall be verified by the Translation Centre.

6. PAYMENT

Payments shall be made in EURO.

Payments shall be made to the contractor's bank account indicated on the invoice. The Contractor shall indicate a banking institution for the payment of sums due to him under the contract.

Before payment is made, the Translation Centre shall first establish that the work delivered has been carried out in accordance with the contract, the entitlement is real, the amount is definite and payment is due. Any expenses to be recovered under the terms of Article 8 of these conditions will be deducted from outstanding payments.

PAYMENT PERIOD

The Translation Centre undertakes to pay sums due pursuant to the contract within a maximum of 30 calendar days running from the date on which the Translation Centre receives the invoice, established in accordance with the instructions in Article 5 above to the date on which the Translation Centre's account is debited.

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.

This payment period may be suspended by the Translation Centre 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 (e.g. VAT exemption) have not been produced or if the Translation Centre sees the need for further checks (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.

The Translation Centre shall be bound to comply with payment periods only if invoices are properly presented and sent to the correct address.

7. PERFORMANCE OF THE CONTRACT

TRANSMISSION OF DOCUMENTS

The assignments will be in electronic file form and will be dispatched to the Contractor through the Freelance Portal, except for jobs carried out in embedded mode. All completed tasks (except for those carried out in embedded mode) must be returned through the Freelance Portal to the Translation Centre and must be correctly encoded in accordance with the instructions issued.

Individual order forms issued under the terms of the contract shall contain, if necessary, additional instructions regarding the execution and/or delivery of the translation.

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 in the task sent via the Freelance Portal 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.

DEADLINE FOR TRANSMISSION

The date and time by which the completed assignment is to be returned will be indicated on the order form. Where no exact time is indicated, the assignment shall be returned by 4 p.m. (Brussels/Luxembourg time) on the due date specified.

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 Translation Centre without delay. The parties shall then jointly agree on the measures to be taken. In such cases, the Translation Centre reserves the right to cancel the work completely or partially by informing the Contractor by any means at its disposal. Such cancellation of a work shall be confirmed by Registered Letter. Completed work must then be returned to the Translation Centre immediately. The Contractor shall be entitled to payment from the Translation Centre only in respect of the work(s) or part(s) thereof completed at the time when cancellation occurs.

LIQUIDATED DAMAGES FOR NON-RESPECT OF DEADLINE

Where the Contractor fails to perform the tasks assigned to him within the time limit set out in the order form then, without prejudice to actual or potential liability incurred in relation to the contract or to the Translation Centre's right to terminate the contract, he may 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. Liquidated damages shall be however limited to 50% of the total amount due for the assignment.

The amount of 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.

The parties expressly acknowledge and agree that any amount payable under this Article is not a penalty and represents a reasonable estimate of fair compensation for the damage incurred due to failure to provide the services within the applicable time limits set out in this contract.

Liquidated damages may be imposed together with a reduction in price under the conditions laid down in Article 8.

8. QUALITY REQUIREMENTS

The contractor must provide services of high quality standards. 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's services.

Where an assignment is returned incomplete, the Contractor shall be obliged, when asked, to make good any omissions.

The Contractor may be asked to provide a definitive version of a translation incorporating corrections made by the Translation Centre. This work will be carried out within a reasonable time period and there will be no extra remuneration for this service.

QUALITY CONTROL

The Translation Centre reserves the right to carry out quality control on all works supplied by the contractor. The standard assessment sheet used is annexed to this Conditions relating to the provision to the Translation Centre of services related to translation (Annex I) and forms an integral part of it. Specific assessment sheets, which may differ from the one in Annex I, are used together with the other types of services. For jobs treated with CAT tools and/or machine translation, contractors/tenderers must ensure that all specific instructions are followed, that references to documents (attached to the request or published under References on the Freelance Portal) have been checked and quoted correctly, that terminology used is consistent throughout the text and that the agreed deadline is respected scrupulously. Unless differently specified in the instructions, all segments must be checked and edited as necessary and according to the type of service specifications above-mentioned, regardless of their source origin and status, including locked segments coming from translation memories.

Where the quality is judged **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. The assignment will then be referred to the Assessment Committee including representatives of the Translation Department and/or the Translation Support Department of the Translation Centre for a second assessment. Where this second assessment confirms that the quality of the work is unsatisfactory, the Translation Centre reserves the right, without prejudice to the application of other contractual penalties, not to pay the sums due for the order or for part of the order and to impose a financial penalty 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 repeated offence within five years of the first infringement. The Translation Centre reserves the right not to pay the sums due in the event of totally or partially unedited machine translations. The Translation Centre shall provide proof that the quality of the assignment is unsatisfactory.

ADDITIONAL COSTS INCURRED DUE TO UNSATISFACTORY QUALITY

The Translation Centre, where it 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 particular, those relating to completeness and adherence to the Translation Centre's norms and standards in respect of document presentation and nomenclature, reserves the right to recover the costs in question.

REDUCTION IN PRICE

If the contractor fails to provide the service in accordance with the contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels, the Translation Centre may reduce or recover payments proportionally to the seriousness of the unperformed obligations or unsatisfactory quality delivery. This includes in particular cases where the Centre cannot approve a translation as defined in the order form after the contractor has submitted the correction or new version. A reduction in price may be imposed together with liquidated damages under the conditions of Article 7.

The Translation Centre must formally notify the contractor of its intention to reduce payment and the corresponding calculated amount.

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 the contract unless exceptional circumstances warrant such use and specific instructions are issued to that effect by the authorising department.

10. REFERENCE DOCUMENTS AND GUIDELINES

The Contractor undertakes to consult all **reference documents, guidelines or glossaries** supplied or recommended by the Translation Centre on the Freelance Portal under the relevant EU agency, body or institution folder and to make every effort to consult any other information sources available online (e.g. website of the EU agency, body or institution, Eur-Lex, IATE) recommended by Translation Centre staff.

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 or with any other European Institution, Agency or Body.

12. COPYRIGHT

The author of the original content 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 content(s) and the corresponding translations of such segments for the purposes of this Contract for the creation of translation memories or 'TMs' to facilitate future translations and to integrate them in the Translation Centre's textbases or machine translation models and possibly in other databases under control of EU institutions and bodies.

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.

13. CONFIDENTIALITY

The Contractor undertakes to keep **all information** which comes to his attention in the course of the execution of the contract strictly confidential and to ensure that his staff or subcontractors employed by them (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 instructions of the request or as communicated by the requesting department.

For **Embedded translation, post editing, layout and content formatting services**, due to the **confidentiality** nature of these documents, contractors will be required to work in 'embedded mode', meaning that they need to connect from one of the European Union Member States and the European Economic Area Member States, via remote connection from their computers to a Centre's secured environment where all the required tools will be available (e.g. Trados Studio, Microsoft Office tools, converters, etc.).

Providers must sign a confidentiality declaration and they will receive directly the necessary credentials for connecting to the Translation Centre's IT infrastructure.

14. REQUESTS FOR CORRECTION OF THE WORK DELIVERED FOR NON-EU LANGUAGES

The Centre reserves the right to send a request for correction of the delivered product within a period of six months from the delivery of the job. Such jobs might be required following a revision work carried out by the Translation Centre.

The requests for correction proposed by the Centre must be evaluated and accepted or rejected with a justification by the provider indicating the reason why a change has been rejected. The Centre will instruct the contractor on the format to be returned after the correction phase (it can either be the same format as the one delivered in the past, generally an XLIFF file, or the target file).

The deadline to carry out such a job will be agreed on a case-by-case basis between the Centre and the contractor.

This job shall be considered as part of the main job carried out and shall be covered by the costs indicated in the initial price offer.

15. OFFICIALS AND OTHER AGENTS OF THE EUROPEAN UNION

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

16. TERMINATION OF THE CONTRACT

FAILURE TO FULFIL OBLIGATIONS

In the event of failure by the Contractor - duly noted by the Translation Centre and communicated to the Contractor in writing - to fulfill his obligations under the contract, the Translation Centre reserves the right to terminate the contract at any time by Registered Letter.

LIABILITY OF THE CONTRACTING PARTIES AND COMPENSATION ENTITLEMENT TO PAYMENT

In the event of termination of the contract, the Contractor shall be entitled to payment from the Translation Centre only in respect of the work(s) or part(s) thereof completed at the time when termination occurs. In all cases, the Contractor shall not be entitled to any form of compensation.

COMPENSATION

In all cases except where the Contractor has been prevented 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 the contract.

17. SECONDARY OBLIGATIONS ON THE CONTRACTOR

INFORMATION ON STAFF RESPONSIBLE

The Contractor undertakes to provide the Translation Centre with any information it may request with regard to the performance of the contract, including, in the case of legal persons, the names of all members of staff involved in any capacity in the execution of the service.

RETURN OF DOCUMENTATION

In the event of termination of the contract, the Contractor shall undertake to return all information and documents in his possession belonging to the translations assigned to them.

18. NATIONAL LAWS

The contractor undertakes to respect all obligations in respect of national laws (e.g. taxation, employment, health and safety) which are appropriate to his business.

19. TAX PROVISIONS

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 substantial services provided under the contract on the territory of the European Union.

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 the contract, he shall clearly indicate on the invoice the institution or 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.

20. APPLICABLE LAW

APPLICABLE LAW

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

JURISDICTION

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

21. ADMINISTRATIVE PROVISIONS

AMENDMENTS

Any amendment to the contract must be made in writing before all contractual obligations have been fulfilled.

Any amendment must not make changes to the contract that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers.

COMMUNICATIONS

Any communication of information, notices or documents under the order form must:

- (a) be made in writing in paper or electronic format in the language of the order form;

- (b) bear the order form number;
- (c) be made using the relevant communication details set out in the order form; and
- (d) be sent by mail or by email.

The parties agree that any communication made by email has full legal effect and is admissible as evidence in judicial proceedings.

22. DATA PROTECTION

- 22.1. 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. 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)¹. 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.
- 22.2. 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.
- 22.3. The contractor has right of recourse at any time to the European Data Protection Supervisor.
- 22.4. 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.
- 22.5. The contractor must grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract.
- 22.6. 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;

¹ 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.

- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Translation Centre;
- 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

ANNEX I

Standard assessment sheet for Translation services (provided as an example. Specific assessment sheets are also available for other types of services)

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"/>	Basic style/register (ST)	<input type="checkbox"/>
Punctuation (PT)	<input type="checkbox"/>	Specific terminology (TERM)	<input type="checkbox"/>
Spelling mistake (ORTH)	<input type="checkbox"/>	Reference documents (REF)	<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:

- exceptionally high standard
+1
- level which can reasonably be expected of a professional translator
0
- unacceptably poor standard
-1

Date:..... Signature:.....