

СЪД НА ЕВРОПЕЙСКИЯ СЪЮЗ
TRIBUNAL DE JUSTICIA DE LA UNIÓN EUROPEA
SODNÍ DVŮR EVROPSKÉ UNIE
DEN EUROPÆISKE UNIONS DOMSTOL
GERICHTSHOF DER EUROPÄISCHEN UNION
EUROOPA LIIDU KOHUS
ΔΙΚΑΣΤΗΡΙΟ ΤΗΣ ΕΥΡΩΠΑΪΚΗΣ ΕΝΩΣΗΣ
COURT OF JUSTICE OF THE EUROPEAN UNION
COUR DE JUSTICE DE L'UNION EUROPÉENNE
CÚIRT BHREITHIÚNAIS AN AONTAIS EORPAIGH
SUD EUROPSKE UNĚE
CORTE DI GIUSTIZIA DELL'UNIONE EUROPEA



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SÚDNY DVOR EURÓPSKEJ ÚNIE
SODIŠČE EVROPSKE UNIJE
EUROOPAN UNIONIN TUOMIOISTUIN
EUROPEISKA UNIONENS DOMSTOL

FRAMEWORK CONTRACT FOR THE PROVISION OF TRANSLATION SERVICES

The European Union, represented by the Court of Justice of the European Union (hereinafter referred to as ‘the Court’), represented for the signing of this contract by

[*name of authorising officer*]

[*status*]

OF THE ONE PART,

AND

Full name or official title:

.....

(hereinafter referred to as ‘the contractor’)

represented where applicable for the signing of this contract by

.....¹

acting as

.....²

residing or having its registered office at

.....³

OF THE OTHER PART,

HAVE AGREED AS FOLLOWS:

¹ Name of (legal) representative in the case of a legal person or group of economic operators.

² Representative’s status.

³ Full address of the contractor.

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ARTICLE 1 – PREAMBLE

1.1 DEFINITIONS

The expressions below have the following meanings in this contract:

- **translation** means the translation of a text into the specified target language.
- **standard page** means a page of text of 1 500 characters, excluding spaces, in the source language.
- **delivery** means the return of the completed work to the unit requesting the translation in electronic file format by electronic file transfer (as indicated on the order form).
- **order form** refers to the document issued by the authorising authority of the Court for each specific work assignment, specifying in particular the nature of the service to be provided, the volume of the work in standard pages, the deadline by which it is to be carried out, and the remuneration payable. The order form hence constitutes the specific contract.
- **specific work assignment** means a specific translation assignment, specified in an order form, setting out in particular the nature of the service to be provided, the volume of the work in standard pages, the deadline by which it is to be carried out, and the remuneration payable.
- **authorising authority** means the department within the Court responsible for issuing order forms and processing the related invoices on the authority of the authorising officer.
- **service provider** means a third party acting on behalf of the contractor pursuant to Article 11.1.

1.2 FRAMEWORK CONTRACT

This framework contract for the provision of translation services is based on the tender submitted by the contractor for the lot(s) referred to in Annex 1, further to the contract notice published in Official Journal S 002 of 4 January 2017.

It lays down the conditions on the basis of which orders for specific translation assignments will be placed. Assignment of those specific works will be implemented by the issue of order forms, which will be governed by the terms and conditions of this framework contract.

The framework contract and the tendering specifications shall be deemed to be mutually explanatory. In the event of any ambiguity, the provisions of the former shall prevail over those of the latter.

The annexes are an integral part of the framework contract.

1.3 ORDER FORM

Any specific work offered under this framework contract will be the subject of an order form issued by the Court. That order form will specify in particular the nature of the service to be provided, the volume of the work in standard pages, the deadline by which it is to be carried out, and the remuneration payable. It will also contain any specific instructions concerning formatting and delivery of the work. The order form hence constitutes the specific contract by which the Court gives its final consent to the assignment of the specific work.

ARTICLE 2 – SUBJECT MATTER OF THE CONTRACT

2.1 DESCRIPTION OF SERVICE TO BE PROVIDED

The contractor shall, in accordance with the conditions laid down in the tendering specifications and in this framework contract, provide the Court with translations for the language combinations referred to in Annex 1 on the basis of order forms which will have been sent to him (see Article 1.3).

It should be noted that, for reasons of efficiency, all contact between the contractor and the Court relating to the performance of this contract shall be conducted in English or French.

2.2 SPECIFIC WORK ASSIGNMENTS

2.2.1 Specific work assignments will be offered to contractors as and when required by the Court. The classification list of contractors for each lot shall determine the order in which, in the light of their output capacity and possible field of specialisation (specified in Annex 2), contractors will be contacted in order to be offered specific work assignments. The classification will be periodically reviewed so that it reflects the actual quality of the services provided. The classification may also be altered following the conclusion of fresh framework contracts (permanent lots) or the termination of existing framework contracts.

2.2.2 Any order for specific work will be subject to the condition that the contractor give prior notice of bank data by means of a certificate or statement issued by the institution where the bank account to be used is held. The same conditions shall apply to notice given of any alteration or substitution of account.

2.3 ACCEPTANCE OF SPECIFIC WORK ASSIGNMENTS

The contractor must confirm acceptance of specific work assignments by electronic means, that acceptance constituting his consent. Each specific assignment will be the subject of an order form as soon as the contractor has accepted the obligation to perform it (see Article 1.3).

2.4 DEADLINE FOR DELIVERY

On acceptance of the specific work assignment, as confirmed in the order form, the agreed time limit for performance shall become a contractual obligation. The contractor must ensure delivery in the form and within the time limit required.

2.5 NON-EXCLUSIVITY CLAUSE

By this framework contract, the Court does not undertake to establish exclusive relations with the contractor or to assign him a specific number of pages.

Signature of the framework contract imposes on the Court no obligation to place an order. The Court will become liable only when the contract is implemented by means of order forms.

ARTICLE 3 – DURATION

3.1 This framework contract shall take effect from the last date of signature by a contracting party. It is entered into for a period of one year. Once that period has elapsed, the provisions of the framework contract shall continue to apply to order forms which have previously been issued and to corresponding work assignments not yet completed.

3.2 This framework contract shall be renewed by tacit agreement for up to three further periods of one year, without, however, exceeding a total duration of four years, except where one of the contracting parties informs the other by registered letter at least two months before expiry that he does not wish the contract to be renewed.

3.3 This framework contract shall be terminated automatically upon the award by the Court of new framework contracts relating to the same services and language combinations further to a subsequent contract notice. The Court shall inform the contractor of such an award.

ARTICLE 4 – REMUNERATION

4.1 RATE OF REMUNERATION

1) In respect of services provided under this contract, the Court undertakes to pay the contractor a sum equal to the number of standard pages of source text multiplied by the price per standard page specified for each lot in Annex 3, the number of standard pages being determined by the Court's authorising authority. Other provisions of the contract concerning deductions and penalties shall apply.

2) Paragraphs previously translated, in whole or in part, and supplied to the contractor in the translation file or separately may be deducted from the calculation of pages. Given that it will remain nonetheless the duty of the contractor to check those paragraphs and integrate them into the full text to be translated, and to insert the pre-translated paragraphs where they have been supplied separately, the calculation will be as follows:

- for a paragraph which is 100% pre-translated: 20% of the characters;
- for a paragraph which is $\geq 82\%$ but $< 100\%$ pre-translated: 30% of the characters;
- for a paragraph which is $\geq 65\%$ but $< 82\%$ pre-translated: 50% of the characters;
- for a paragraph which is $< 65\%$ pre-translated: 100% of the characters.

3) The price per standard page agreed by the contracting parties shall be valid until the date of the first review of prices. The price shall be reviewed annually on 1 January, upwards or

downwards, in accordance with the formula stated below. The price shall take into account all expenses incurred by the contractor in the performance of this contract.

4) The price shall be reviewed on the basis of changes in the HICP (Harmonised Index of Consumer Prices) – Overall European Union index (hereinafter referred to as ‘the index’).

For the purposes of this contract, such review shall be based on the following formula:

$$Pr = 0.2 Pi + (0.8 \times Pi \times Ir) / Ii$$

Pr = revised price

Pi = initial price specified when the framework contract is signed, or price obtained after the most recent price review

Ii = HICP for the month when the framework contract is signed or the month of the most recent price review

Ir = last definitive index available at the date of review.

4.2 INVOICING

4.2.1 The contractor shall detail each translation service in an invoice corresponding to the order form by which the service was requested. One invoice may correspond to several order forms. The contractor shall send to the Budget and Financial Affairs Directorate of the Court the invoice stating the amount corresponding to the order form(s) no later than 15 November in the year following that of establishment of the order form. To be acceptable, the invoice must contain inter alia the following details:

- the word ‘invoice’;
- the number of the invoice;
- the contractor’s full particulars (name, address and VAT number, if any);
- the date;
- reference to this contract;
- the full number and date of the order form(s);
- the type of service (translation);
- the reference and type of document which was the subject of the specific assignment;
- the case number;
- the total number of standard pages translated, and the price per standard page and the total price expressed in euros;

- the amount of VAT (where applicable) expressed in euros;
- the reason for exemption from VAT ('VAT Exemption / International body / Article 151 of Council Directive 2006/112/EC'. However, contractors who are established in the Grand Duchy of Luxembourg shall specify 'Exonération de la TVA art. 43 § 1, k, 2ème tiret de la loi modifiée du 12.02.79');
- the total amount of fees payable, expressed in euros;
- full details of the bank account in the name of the contractor, including the name and address of the banking institution, IBAN number and BIC/SWIFT code, to which payment is to be made.

4.2.2 The contractor shall take all measures necessary or appropriate in order to comply with any e-invoicing and/or e-ordering system that the Court may decide to put in place during the duration of this framework contract, at no additional expense to the Court. The contractor undertakes to use such system(s) upon request by the Court. All invoices and supporting documents shall be verified by the departments of the Court.

4.3 PAYMENT

4.3.1 Payments shall be made in euros.

4.3.2 Payments shall be made by bank transfer to the contractor's bank account of which the details are given in Annex 4 to this framework contract. For the payment of sums due to him under this contract, the contractor shall indicate a banking institution in the country in which his registered office or residence for tax purposes is situated. All bank charges shall be borne by the contractor.

4.3.3 Before any payment is made, the authorising authority shall establish that the work delivered has been carried out in accordance with the order form, that the entitlement is real, that the amount is definite and that payment is due. Any sum to be recovered under the terms of Article 5.5.1 of this framework contract will be deducted from outstanding payments.

4.4 PAYMENT PERIOD

4.4.1 The Court shall pay the sums due under this contract within a maximum period of 60 calendar days, counting from the date when its Budget and Financial Affairs Directorate receives the invoice established in accordance with the instructions in Article 4.2 above.

4.4.2 The authorising department may suspend that payment period provided that it informs the contractor, at any time within the period of 60 calendar days counting from the date of receipt of the invoice, that the corresponding invoice is not acceptable or is not accompanied by the necessary supporting documents (concerning, for example, VAT exemption), or that payment is not due. A new period for payment will commence from the receipt of a credit note and a new invoice established in due form.

Without prejudice to Article 5.7.2, the period of payment may also be suspended because the authorising department deems it appropriate to carry out additional checks (in the event, for example, of any discrepancy between the invoice and the order form), in which case it will advise the contractor, within a reasonable period, when the checks have been made, whether the

suspension has been lifted or whether a credit note and a new invoice should be established, whereupon a new period for payment will commence from the receipt of a credit note and a new invoice established in due form.

4.4.3 The authorising department shall comply with payment periods only if invoices are properly presented and sent to the correct address.

ARTICLE 5 – PERFORMANCE OF THE CONTRACT

5.1 PROPOSAL OF A SPECIFIC WORK ASSIGNMENT

The Court must be able to contact the contractor in such a way that he may accept or refuse a specific work assignment within a maximum period of 8 hours, or less in emergencies, on working days.

5.2 TRANSMISSION OF DOCUMENTS

The assignment shall be supplied to the contractor in electronic format. Once completed, the assignment shall be sent to the Court in electronic format. Each party shall bear any dispatching costs.

The Court may require, for the process of electronic file transfers, the use of an IT tool of its choice, but no additional costs therefor will be borne by the contractor.

5.3 TECHNICAL SPECIFICATIONS

The assigned work will be sent to the contractor in electronic format, as determined by the Court. Electronic files must be handled in accordance with the instructions given by the service concerned, in order to minimise any reformatting work. Translations shall be provided to the Court in electronic format, in the word processing software indicated (Microsoft Word 2010 or more recent version, unless otherwise stated) and by electronic file transfer. They must respect and contain the properties and styles present in the document received for translation. Contractors must be able to work on texts which have first been processed using computer-assisted translation tools.

Where necessary, contractors must be able to handle, and subsequently to return to the Court, files containing both the source text and any translation correspondence obtained from the internal translation memories of the Court (for example, an XLIFF format or equivalent).

Contractors will be required to adapt to any new formatting or software required by the Court, and to do so within a reasonable period of time. For all electronic mailings, the contractor must be able to adapt at any time to the specifications of the Court intended to ensure the confidentiality of communications.

5.4 DEADLINE FOR DELIVERY

5.4.1 The time limit for delivery of each specific work assignment shall be agreed with the contractor when the work is offered. That time limit shall depend on the length of the document and its urgency. The agreed time limit shall be confirmed in the order form issued for the work concerned. The contractor must ensure delivery in the form and within the period required.

5.4.2 The contractor shall immediately alert the language department concerned of any event, including force majeure, which may suspend or prevent performance of the order within the prescribed time limits. The parties shall then agree on the action to be taken (without prejudice to the provisions of Article 9). In such circumstances, the authorising department reserves the right to cancel the assignment, in whole or in part. The annulment will be confirmed by electronic mail. The contractor may not seek any compensation for the part of the assignment which is cancelled.

5.5 PENALTY FOR FAILURE TO MEET DEADLINES

5.5.1 Where the contractor is unable to carry out the work assigned to him within the period prescribed by the order form, without prejudice to real or actual liability incurred in relation to this contract or the contracting authority's right to terminate the contract, the contractor may be required to pay to the Court a penalty of 10 % of the total amount invoiced per calendar day of delay.

5.5.2 The penalty shall be deducted from the payments to be made to the contractor when those are of sufficient amount.

5.6 QUALITY REQUIREMENTS

5.6.1 The contractor undertakes to provide the service requested as conscientiously as possible. The quality of service must be such as to enable the translated text to be used immediately, whether by publication or otherwise. The contractor thus undertakes to ensure:

- compliance with specific instructions given by the Court;
- correct, rigorous and precise use of the target language;
- rigorous use of the appropriate legal language and terminology of the target language;
- strict use of the legal terminology used in the reference documents (source and target languages);
- rigorous citation of the relevant legislative and/or judicial texts;
- use of the necessary legal databases (of the European Union and national);
- compliance with the Vade-Mecum of the Court (if appropriate);
- delivery within the period agreed and specified in the order form.

5.6.2 The contractor may be asked to provide the final version of an assignment incorporating corrections made by the Court. This work will be carried out within a reasonable time period and there will be no additional remuneration.

5.7 QUALITY CONTROL AND PENALTIES FOR INADEQUATE QUALITY

5.7.1 The Court reserves the right to carry out quality control on all work supplied by the contractor.

5.7.2 The Court shall carry out quality control within a period of 40 calendar days from the date when the relevant invoice is received by its Budget and Financial Affairs Directorate. When the preliminary control indicates that the specific work does not meet the quality requirements set out in Article 5.6 of this framework contract, the Court shall inform the contractor in writing. That action shall have the effect of suspending the 60 days payment period referred to in Article 4.4.2. The work will then be subject to a further assessment. Where that further assessment confirms that the quality is inadequate, the Court reserves the right to refuse payment in full or in part for that specific work assignment. The Court shall provide evidence that the quality of the specific work assignment is inadequate. The absence of any such written communication shall represent tacit approval of the specific work assignment on the part of the Court.

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

6.1 OWNERSHIP OF THE RIGHTS

The European Union acquires irrevocably worldwide ownership of the translations and of all intellectual property rights under the framework contract. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the translations and to all technological solutions and information created or produced by the contractor or by its subcontractor in performance of the framework contract. The contracting authority may exploit and use the acquired rights as stipulated in this framework contract. The European Union acquires all the rights from the moment the contracting authority approves the translations delivered by the contractor. Such delivery and approval are deemed to constitute an effective assignment of rights from the contractor to the European Union.

The payment of the price includes any fees payable to the contractor about the acquisition of ownership of rights by the European Union including for all forms of exploitation and of use of the translations.

6.2 LICENSING RIGHTS ON PRE-EXISTING MATERIALS

Unless provided otherwise in the special conditions, the European Union does not acquire ownership of pre-existing rights under this framework contract.

The contractor licenses the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the European Union, which may use the pre-existing materials for all the modes of exploitation set out in this framework contract. All pre-existing rights are licensed to the European Union from the moment the translations are delivered and approved by the contracting authority.

The licensing of pre-existing rights to the European Union under this framework contract covers all territories worldwide and is valid for the duration of intellectual property rights protection.

The payment of the price as set out in the framework contract is deemed to also include any fees payable to the contractor in relation to the licensing of pre-existing rights to the European Union, including for all forms of exploitation and of use of the translations.

Where performance of the framework contract requires that the contractor use pre-existing materials belonging to the contracting authority, the contracting authority may request that the contractor signs an adequate licence agreement. Such use by the contractor will not entail any transfer of rights to the contractor and is limited to the needs of this framework contract.

6.3 EXCLUSIVE RIGHTS

The European Union acquires the following exclusive rights:

- (a) reproduction: the right to authorise or prohibit direct or indirect, temporary or permanent reproduction of the translations by any means (mechanical, digital or other) and in any form, in whole or in part;
- (b) communication to the public: the exclusive right to authorise or prohibit any display, performance or communication to the public, by wire or wireless means, including the making available to the public of the translations in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes the communication and broadcasting by cable or by satellite;
- (c) distribution: the exclusive right to authorise or prohibit any form of distribution of translations or copies of the translations to the public, by sale or otherwise;
- (d) rental: the exclusive right to authorise or prohibit rental or lending of the translations or of copies of the translations;
- (e) adaptation: the exclusive right to authorise or prohibit any modification of the translations;
- (f) translation: the exclusive right to authorise or prohibit any translation, adaptation, arrangement, creation of derivative works, and any other alteration of the translations, subject to the respect of moral rights of authors, where applicable;
- (g) where the translations are or include a database: the exclusive right to authorise or prohibit the extraction of all or a substantial part of the contents of the database to another medium by any means or in any form; and the exclusive right to authorise or prohibit the re-utilisation of all or a substantial part of the contents of the database by the distribution of copies, by renting, by on-line or other forms of transmission;
- (h) where the translations are or include a patentable subject matter: the right to register them as a patent and to further exploit such patent to the fullest extent;
- (i) where the translations are or include logos or subject matter which could be registered as a trademark: the right to register such logo or subject matter as a trademark and to further exploit and use it;
- (j) where the translations are or include know-how: the right to use such know-how as is necessary to make use of the translations to the full extent provided for by this framework contract, and the right to make it available to contractors or subcontractors acting on behalf of the contracting authority, subject to their signing of adequate confidentiality undertakings where necessary;
- (k) where the translations are documents:
 - (i) the right to authorise the reuse of the documents in conformity with the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU), to the extent it is applicable and the documents fall

within its scope and are not excluded by any of its provisions; for the sake of this provision, ‘reuse’ and ‘document’ have the meaning given to it by this decision;

- (ii) the right to store and archive the translations in line with the document management rules applicable to the contracting authority, including digitisation or converting the format for preservation or new use purposes;
- (l) where the translations are or incorporate software, including source code, object code and, where relevant, documentation, preparatory materials and manuals, in addition to the other rights mentioned in this article:
 - (i) end-user rights, for all uses by the European Union or by subcontractors which result from this framework contract and from the intention of the parties;
 - (ii) the rights to decompile or disassemble the software;
- (m) to the extent that the contractor may invoke moral rights, the right for the contracting authority, except where otherwise provided in this framework contract, to publish the translations with or without mentioning the creator(s)’ name(s), and the right to decide when and whether the translations may be disclosed and published.

The contractor warrants that the exclusive rights and the modes of exploitation may be exercised by the European Union on all parts of the translations, be they created by the contractor or consisting of pre-existing materials.

Where pre-existing materials are inserted in the translations, the contracting authority may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the translations, and that, should the need arise, satisfactory replacement solutions exist, at no additional costs to the contracting authority. In such case, the contractor will have to clearly inform the contracting authority before making such choice and the contracting authority has the right to refuse it.

6.4 PRE-EXISTING RIGHTS

When delivering the translations, the contractor must warrant that, for any use that the contracting authority may envisage within the limits set in this framework contract, the translations and the pre-existing material incorporated in the translations are free of claims from creators or from any third parties and all the necessary pre-existing rights have been obtained or licensed.

6.5 EVIDENCE OF GRANTING OF PRE-EXISTING RIGHTS

Upon request by the contracting authority, the contractor must provide evidence that it has the ownership or the right to use all the listed pre-existing rights, except for the rights owned or licensed by the European Union. The contracting authority may request this evidence even after the end of this framework contract.

This evidence may refer, for example, to rights to: parts of other documents, images, graphs, fonts, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs (‘background technology’), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

This evidence must include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the translation were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final translations.

6.6 QUOTATION OF WORKS

In the translations, the contractor must clearly point out, where appropriate, all quotations of existing works. The complete reference should include as appropriate, the following: name of the author, title of the work, date and place of publication, date of creation, address of publication on the internet, number, volume and other information that allows the origin to be easily identified.

6.7 MORAL RIGHTS OF CREATORS

By delivering the translations, the contractor warrants that the creators will not object to the following on the basis of their moral rights under copyright:

- (a) that their names be mentioned or not mentioned when the translations are presented to the public;
- (b) that the translations be divulged or not after they have been delivered in their final version to the contracting authority;
- (c) that the translations be adapted, provided that this is done in a manner which is not prejudicial to the creator's honour or reputation.

If moral rights on parts of the translations protected by copyright may exist, the contractor must obtain the consent of creators regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request.

6.8 IMAGE RIGHTS AND SOUND RECORDINGS

If natural persons appear in a translation or their voice or any other private element is recorded in a recognisable manner, the contractor must obtain a statement by these persons (or, in the case of minors, by the persons exercising parental authority) giving their permission for the described use of their image, voice or private element and, on request, submit a copy of the permission to the contracting authority. The contractor must take the necessary measures to obtain such consent in accordance with the applicable legal provisions.

ARTICLE 7 – CONFIDENTIALITY

The contractor shall protect with the strictest confidentiality all information which is communicated to him in the course of performance of this contract and guarantees that his staff (where applicable) shall be bound by the same undertaking. The contractor shall remain bound by this undertaking even after termination of the framework contract.

The IT equipment used shall be optimally secured to prevent any unauthorised access on site or remotely such as to compromise the confidentiality of texts supplied by the Court or the translations of them. Any texts made available in paper format are to be kept under lock and key.

No information linked, directly or indirectly, to the texts supplied by the Court will be communicated or divulged to a third party to the framework contract unless that person is listed in Annex 2 to this framework contract and then solely for the purpose of carrying out the specific work assignment indicated in the order form.

Any failure to fulfil this obligation shall be deemed to be grave misconduct and will entail termination of the framework contract under Article 9.1.1 and potential liability for damages.

ARTICLE 8 – OFFICIALS AND OTHER SERVANTS OF THE EUROPEAN UNION

Neither the contractor nor any member of his staff (where applicable) may be in active employment as an official or other servant of the European Union when carrying out the specific work assignments described in Article 2 of this framework contract.

If the contractor becomes a probationary official or other servant of the European Union in the course of the framework contract, he must inform the Court in writing. The framework contract shall then be automatically suspended. In the event of the permanent employment of a contractor as an official after the end of the probationary period, that person's framework contract will be terminated.

If any service provider referred to in Annex 2 to this framework contract becomes a probationary official or other servant of the European Union in the course of the framework contract, the contractor must inform the Court in writing. No task may be given to the service provider concerned for as long his employment with the European Union continues. In the event of permanent employment as an official following a period of probation, the service provider concerned will be removed from the list of service providers annexed to the framework contract.

ARTICLE 9 – TERMINATION OF THE CONTRACT

9.1 FAILURE TO FULFIL OBLIGATIONS

9.1.1 In the event of failure by the contractor to fulfil his obligations under this framework contract, the Court reserves the right to terminate the framework contract at any time, with immediate effect, by registered letter. Such failure shall be duly recorded by the Court and notified to the contractor in writing no later than the despatching of a termination letter.

The maintenance, for each specific work assignment, of the quality level described in Article 5.6 shall constitute an obligation which is subject to the penalty of the framework contract being terminated. However, specific work assignments being performed must be completed unless provision to the contrary is agreed in writing by the parties.

9.1.2 The Court shall be entitled to terminate this framework contract, with immediate effect, by simple notification and without recourse to legal proceedings, if:

- (a) the contractor or any person that assumes unlimited liability for the debts of the contractor is in one of the situations provided for in points (a) and (b) of Article 136(1) of the Financial Regulation;⁴
- (b) the contractor or any related person is subject to any of the situations provided for in points (c) to (h) of Article 136(1) or to Article 136(2) of the Financial Regulation;
- (c) the framework contract award procedure or the implementation of the framework contract proves to have been subject to substantial errors, irregularities or fraud;
- (d) the contractor does not comply with applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;
- (e) the contractor is in a situation that could constitute a conflict of interest or a professional conflicting interest.

9.2 VOLUNTARY TERMINATION

Each contracting party may, of its own accord and without incurring any liability to provide compensation, terminate this framework contract by giving two-months' notice, notification to be given by registered letter, unless agreed otherwise by the parties in writing. However, specific work assignments being performed must be completed unless provision to the contrary is agreed in writing by the parties.

⁴ Regulation (EU, Euratom) No 2018/1046 on the financial rules applicable to the general budget of the Union and repealing Regulation (EU, Euratom) No 966/2012: <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1544791836334&uri=CELEX:32018R1046>

ARTICLE 10 – LIABILITY OF THE CONTRACTING PARTIES AND COMPENSATION

10.1 ENTITLEMENT TO PAYMENT

In the event of termination of this framework contract under Article 9, the contractor shall be entitled to payment from the Court only in respect of specific work assignments which have been completed. In such circumstances, the contractor shall not be entitled to any form of compensation.

10.2 COMPENSATION

In all cases, other than force majeure, the Court reserves the right to claim compensation or to bring legal proceedings in respect of any damage it may sustain as a result of non-performance, inadequate performance or late performance of the contract.

10.3 LIABILITY FOR SOFTWARE SECURITY

The contractor shall be responsible for ensuring that the software he uses in the performance of the contract is free from all viruses or other defects which may risk contaminating the Court's IT systems. He undertakes to inform the Court immediately should he become aware that there is any such risk.

ARTICLE 11 – SECONDARY OBLIGATIONS OF THE CONTRACTOR

11.1 SERVICE PROVIDERS

The contractor undertakes to perform the service requested personally, unless he is duly authorised in writing to entrust it to a service provider acting on his behalf. In such a case, the contractor shall however remain entirely responsible to the Court for the quality of the translation to be supplied, the deadline by which it is to be carried out, compliance with the other requirements of this framework contract, and any other difficulty which may thereby arise. The service providers thus authorised are listed by name in Annex 2.

11.2 INFORMATION ON SERVICE PROVIDERS

The contractor undertakes to provide to the contracting authority any information it may request concerning the performance of this framework contract, including, if the contractor is not a natural person, the name of the person who in fact provided the service covered by the specific work assignment.

11.3 SUBCONTRACTING

Subcontracting is not permitted, except on the conditions specified in Article 11.1 above.

11.4 ENVIRONMENT, SOCIAL AND EMPLOYMENT LAW

The contractor commits to comply with applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU.

ARTICLE 12 – TAX PROVISIONS

12.1 EXEMPTIONS

Pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the contracting authority is exempt from all taxes and duties, including value added tax, in respect of payment for substantial services provided on the territory of the European Union.

12.2 APPLICATION OF VAT

12.2.1 The onus is solely on the contractor to ascertain the general conditions to be satisfied in relation to the application of VAT to translation services according to where his registered office or residence for tax purposes is situated.

12.2.2 If the laws to which the contractor is subject require him to pay VAT on fees received under this framework contract, the invoice issued by him shall indicate clearly the institution to which the services are rendered and show separately the amount of his fees and the amount of VAT payable. In such cases, fees paid to the contractor shall also include the amount of VAT.

12.2.3 If, pursuant to the tax laws of the country in which the registered office or residence for VAT purposes of the contractor is situated, the Contractor is directly exempted from VAT on fees under this framework contract, the contractor shall mark each invoice with the words ‘VAT Exemption / International body / Article 151 of Council Directive 2006/112/EC’. However, contractors who are established in the Grand Duchy of Luxembourg shall specify ‘Exonération de la TVA art. 43 § 1, k, 2ème tiret de la loi modifiée du 12.02.79’ (see also Article 4.2.1 above).

ARTICLE 13 – PERSONAL DATA

13.1 Any personal data included in or relating to the framework contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/17255. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the framework contract by the data controller.

13.2 The contractor or any other person whose personal data is processed by the data controller in relation to this framework contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

13.3 Should the contractor or any other person whose personal data is processed in relation to this framework contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Processing of personal data by the contractor

⁵ OJ L 295, 21.11.2018. The text of that regulation is available online at the following address: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

13.4 The processing of personal data by the contractor shall meet the requirements of Regulation (EU) 2018/1725 and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this framework contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the 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.

13.5 The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the framework contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.

13.6 The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

For the purpose of Article 11.1, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to Articles 13.4 to 13.6 in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

ARTICLE 14 – APPLICABLE LAW

This contract is governed by EU law, in particular the Financial Regulation, supplemented, if necessary, by the law of the Grand Duchy of Luxembourg.

The contractor shall waive his own terms and conditions of contract.

ARTICLE 15 – JURISDICTION

Any dispute between the Court and the contractor relating to this contract which the contracting parties are unable to resolve by amicable settlement shall be submitted to the Luxembourg courts.

ARTICLE 16 – ADMINISTRATIVE PROVISIONS

16.1 AMENDMENTS

Any amendment to this contract or to its annexes shall be the subject of a supplementary written agreement concluded in the same way as this framework contract and signed by the contracting parties before the expiry of the framework contract. A verbal agreement shall on no account be binding on the parties.

16.2 COMMUNICATIONS

Any communications with reference to the performance of this contract shall be made in writing, in English or French, and sent to the following address:

Court of Justice of the European Union
Directorate General for Multilingualism
...-language Unit
L-2925 Luxembourg

FOR THE CONTRACTOR:

Name, first name:
Address:

.....
.....
.....

FOR THE COURT :

Name, first name:
Status:

[name of authorising officer]
.....

Done at Luxembourg, in English, in duplicate, the [date of signature by authorising officer]

ANNEX 1

CLASSIFICATION OF CONTRACTOR ON THE LIST OF CONTRACTORS FOR THE LOT(S) COVERED BY THIS FRAMEWORK CONTRACT

TARGET LANGUAGE:

Lot No	Source language	Classification

ANNEX 2

CONTRACTOR'S OUTPUT CAPACITY AND FIELDS OF SPECIALISATION

TARGET LANGUAGE:

Lot No	Source language	Daily Output (standard pages)	Monthly Output (standard pages)	Field(s) of specialisation

WHERE APPROPRIATE:

SERVICE PROVIDERS AUTHORISED UNDER ARTICLE 11.1 OF THIS FRAMEWORK CONTRACT TO CARRY OUT TRANSLATION SERVICES ON BEHALF OF THE CONTRACTOR, AND THEIR OUTPUT CAPACITY AND FIELDS OF SPECIALISATION

TARGET LANGUAGE:

Lot No	Source language	Name, first name	Daily output (standard pages)	Monthly output (standard pages)	Field(s) of specialisation

ANNEX 3

INITIAL PRICE AGREED UNDER ARTICLE 4.1 OF THIS FRAMEWORK CONTRACT

TARGET LANGUAGE:

Lot No	Source language	Price/standard page (euros)

ANNEX 4

CONTRACTOR'S FINANCIAL PARTICULARS

Name of Bank

.....

Bank address

.....
.....
.....
.....
.....

Exact name of account holder⁶
(Please attach the 'financial identification form')

.....

IBAN account number

.....

BIC/SWIFT Code

.....

VAT number (if any)

.....

Reason for exemption from VAT (if any)

.....

⁶ Please attach the 'financial identification form' with the proof of your banking identity or a recent bank statement (less than six months old) stating the name of the account holder, the account number/IBAN, the BIC/Swift number and the bank name.

That form is available in the various official languages of the European Union at the following address:
http://curia.europa.eu/jcms/jcms/Jo2_7009/#info.