



**COURT OF JUSTICE
OF THE EUROPEAN UNION**

DIRECTORATE-GENERAL FOR MULTILINGUALISM
Irish Language Translation Unit

PROCUREMENT PROCEDURE

COJ-PROC-25/025

**'Conclusion of framework contracts for the translation of legal texts from
certain official languages of the European Union into Irish'**

DRAFT FRAMEWORK CONTRACT

**ANNEX 6
OF THE TENDER SPECIFICATIONS**



COURT OF JUSTICE OF THE EUROPEAN UNION

DIRECTORATE-GENERAL FOR MULTILINGUALISM
Irish Language Translation Unit

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' or 'the contracting authority'), 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

CONTENTS

ARTICLE 1 – PREAMBLE	6
1.1. DEFINITIONS.....	6
1.2. FRAMEWORK CONTRACT.....	7
ARTICLE 2 – SUBJECT MATTER AND IMPLEMENTATION OF THE FRAMEWORK CONTRACT.....	7
2.1. DESCRIPTION OF THE SERVICE TO BE PROVIDED	7
2.2. SPECIFIC WORK ASSIGNMENTS AND ORDER FORMS.....	8
2.3. OFFER AND ACCEPTANCE OF SPECIFIC WORK ASSIGNMENTS	8
2.4. DEADLINE FOR DELIVERY.....	8
2.5. NON-EXCLUSIVITY CLAUSE	8
ARTICLE 3 – DURATION	9
ARTICLE 4 – REMUNERATION	9
4.1. RATE OF REMUNERATION.....	9
4.2. PRICE REVISION	10
4.3. INVOICING.....	10
4.4. PAYMENT.....	11
4.5. PAYMENT DEADLINE	11
ARTICLE 5 – PERFORMANCE OF THE FRAMEWORK CONTRACT.....	12
5.1. COMMUNICATION	12
5.2. TRANSMISSION OF DOCUMENTS	12
5.3. TECHNICAL SPECIFICATIONS.....	13
5.4. DEADLINE FOR DELIVERY.....	13
5.5. PENALTY FOR FAILURE TO MEET DEADLINES.....	13
5.6. QUALITY REQUIREMENTS	14
5.7. QUALITY CONTROL AND PENALTIES FOR INADEQUATE QUALITY	14
5.8. USE OF THE COURT’S SERVICES	15
ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS.....	15
6.1. OWNERSHIP OF THE RIGHTS.....	15
6.2. LICENSING RIGHTS ON PRE-EXISTING MATERIALS	15
6.3. EXCLUSIVE RIGHTS.....	16
6.4. PRE-EXISTING RIGHTS	17

6.5. EVIDENCE OF GRANTING OF PRE-EXISTING RIGHTS.....	18
6.6. QUOTATION OF WORKS.....	18
6.7. MORAL RIGHTS OF CREATORS.....	19
6.8. IMAGE RIGHTS AND SOUND RECORDINGS.....	19
6.9. COPYRIGHT NOTICE FOR PRE-EXISTING RIGHTS.....	19
6.10. VISIBILITY OF EUROPEAN UNION FUNDING AND DISCLAIMER	19

ARTICLE 7 – CONFIDENTIALITY.....	20
----------------------------------	----

ARTICLE 8 – OFFICIALS AND OTHER SERVANTS OF THE EUROPEAN UNION.....	21
---	----

ARTICLE 9 – TERMINATION OF THE FRAMEWORK CONTRACT.....	21
--	----

9.1. VOLUNTARY TERMINATION.....	21
9.2. FAILURE TO FULFIL OBLIGATIONS.....	21

ARTICLE 10 – LIABILITY OF THE CONTRACTING PARTIES AND COMPENSATION.....	23
---	----

10.1. ENTITLEMENT TO PAYMENT.....	23
10.2. COMPENSATION	23
10.3. LIABILITY.....	23

ARTICLE 11 – SECONDARY OBLIGATIONS OF THE CONTRACTOR	24
--	----

11.1. SERVICE PROVIDERS	24
11.2. INFORMATION ON SERVICE PROVIDERS	24
11.3. SUBCONTRACTING	25
11.4. ENVIRONMENT, SOCIAL AND LABOUR LAW.....	25
11.5. ASSIGNMENT OF THE CONTRACT TO A THIRD PARTY.....	25
11.6. SEVERABILITY.....	25
11.7. CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTEREST.....	26

ARTICLE 12 – TAX PROVISIONS.....	26
----------------------------------	----

12.1. EXEMPTIONS OF THE COURT	26
12.2. APPLICATION OF VAT	27

ARTICLE 13 – PERSONAL DATA.....	27
---------------------------------	----

13.1. PROCESSING OF PERSONAL DATA BY THE COURT.....	27
13.2. PROCESSING OF PERSONAL DATA BY THE CONTRACTOR.....	28
13.3. PROCESSING OF PERSONAL DATA BY THE CONTRACTOR WHO IS ESTABLISHED IN A THIRD COUNTRY	31

ARTICLE 14 – PROHIBITION ON USE OF THE IMAGE OF THE COURT	32
ARTICLE 15 – APPLICABLE LAW	32
ARTICLE 16 – JURISDICTION.....	32
ARTICLE 17 – ADMINISTRATIVE PROVISIONS	32
17.1. AMENDMENTS.....	32
17.2. METHODS OF COMMUNICATION	33
ANNEX 1 – CLASSIFICATION OF THE CONTRACTOR ON THE LIST OF CONTRACTORS IN THE LOT(S) WHICH ARE THE SUBJECT OF THIS FRAMEWORK CONTRACT.....	34
ANNEX 2 – CONTRACTOR’S OUTPUT CAPACITY AND FIELDS OF SPECIALISATION	35
ANNEX 3 – PRICE AGREED UNDER ARTICLE 4.1 OF THIS FRAMEWORK CONTRACT	37
ANNEX 4 – THE CONTRACTOR’S FINANCIAL PARTICULARS	38

ARTICLE 1 – PREAMBLE

1.1. DEFINITIONS

The expressions below have the following meanings in this contract:

- **translation** means the translation of a legal 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 authorising authority concerned in electronic file format by electronic file transfer;
- **electronic format** means the electronic format in the word processing software indicated (Microsoft Word 2010 or higher, unless otherwise stated) as well as the XLIFF format, or equivalent (SDLXLIFF, etc.);
- **electronic transfer** means the making available of work and delivery of the completed translation through the secure collaborative information-sharing platform;
- **order form** means 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;
- **conflict of interest** means a situation where the impartial and objective implementation of the framework contract by the contractor is compromised or negatively affected for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest of the contractor, its related persons or personnel or any third party related to the subject matter of the framework contract;
- **force majeure** means any unforeseeable, unavoidable situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations

under the framework contract. The situation or event must not be attributable to the negligence of the debtor. Breaches or negligence, of service providers, defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as force majeure, unless they stem directly from a relevant case of force majeure;

- **professional conflicting interest** means a situation in which the contractor's previous or ongoing professional activities affect, or risk affecting, its capacity to implement the framework contract or to perform a specific contract in an independent impartial and objective manner;

- **result** means any intended outcome of the implementation of the framework contract, whatever its form or nature. A result may be further defined in this framework contract as a deliverable. A result may, in addition to newly created materials produced specifically for the Court by the contractor or at its request, also include pre-existing materials.

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 the Official Journal No OJ S 143, 494210-2025 of 29/07/2025.

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

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

The annexes are an integral part of the framework contract.

ARTICLE 2 – SUBJECT MATTER AND IMPLEMENTATION OF THE FRAMEWORK CONTRACT

2.1. DESCRIPTION OF THE SERVICE TO BE PROVIDED

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

2.2. SPECIFIC WORK ASSIGNMENTS AND ORDER FORMS

- 2.2.1 Specific work assignments will be offered to contractors in accordance with the needs of 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 area 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 modified following the conclusion of new framework contracts or the termination of existing framework contracts.
- 2.2.2 Any specific work assignment offered pursuant to this framework contract will be the subject of an order form issued by the Court. The order form hence constitutes the specific contract by which the Court gives its final consent to the assignment of the specific work.
- 2.2.3 Any order for a specific work assignment will be subject to prior communication by the contractor of a certificate or statement with bank details issued by the institution where the bank account to be used is held. Any modification or replacement of the account must also be communicated under the same conditions.

2.3. OFFER AND ACCEPTANCE OF SPECIFIC WORK ASSIGNMENTS

- 2.3.1 The offer of translation work is made electronically using the functional mailbox designated by the authorising authority concerned and/or via the secure collaborative information-sharing platform, with the result that the contractor may accept or refuse a work. It will remain valid as indicated in the offer.
- 2.3.2 The contractor must confirm the acceptance of specific work assignments electronically, using the functional mailbox designated by the authorising authority concerned and/or via the secure collaborative information-sharing platform. That acceptance constitutes agreement on the contractor`s part. Each specific work assignment will be the subject of an order form as soon as the contractor has accepted to perform it (see Article 2.2).

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, by electronic transfer, in electronic form and within the time limit required.

2.5. NON-EXCLUSIVITY CLAUSE

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

Signature of the framework contract does not impose any purchasing obligation on the Court. The purchasing obligations for the Court arise only from a specific contract.

ARTICLE 3 – DURATION

- 3.1.1 This framework contract shall enter into force 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 already been issued and to corresponding work assignments not yet completed.
- 3.1.2 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 it does not wish the contract to be renewed.
- 3.1.3 This framework contract is automatically terminated upon the award by the Court of new framework contracts relating to the same services further to a subsequent contract notice. The Court shall inform the contractor of such an award.

ARTICLE 4 – REMUNERATION

4.1. RATE OF REMUNERATION

- 4.1.1 In respect of services provided under this contract and under an order form, 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 in Annex 3, the number of standard pages being determined by the Court's authorising authority. Other provisions of the framework contract concerning deductions and penalties shall apply.
- 4.1.2 Segments of text previously finalised, in whole or in part, and supplied to the contractor in the file to be translated, or separately, as well as those repeated by the author wholly or partially in the document to be translated (internal repetitions) or in another document that is one of a set of documents to be translated (external repetitions), may be deducted from the calculation of pages. Given that it will nonetheless remain the duty of the contractor to check those segments, ensure consistency in the light of the full text to be translated, and to insert the finalised segments of text where they have been supplied separately, the following calculation may be applied:
- for a segment of text which is 100% pretranslated or 100% repeated: 20% of the characters in the segment;
 - for a segment of text which is $\geq 82\%$ but $< 100\%$ pretranslated or repeated: 30% of the characters in the segment;
 - for a segment of text which is $\geq 65\%$ but $< 82\%$ pretranslated or repeated: 50% of the characters in the segment;

- for a segment of text which is <65% pretranslated or repeated: 100% of the characters in the segment.

4.1.3 The price per standard page shall take into account all expenses incurred by the contractor in the performance of this framework contract.

4.2. PRICE REVISION

Price revision is not applicable to this framework contract.

4.3. INVOICING

4.3.1 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 via the 'e-invoicing' module of the IT communication platform 'e-Prior' the invoice stating the amount corresponding to the order form(s) no later than 31 October in the year following the year in which the order form was issued.

An invoice may exceptionally be sent in paper form, subject to the prior consent of the contracting authority.

4.3.2 To be acceptable, the invoice must contain inter alia the following details:

- the word 'invoice';
- the number of the invoice;
- the Court's details (Court of Justice of the European Union, L-2925 Luxembourg);
- the contractor's full details (name, address and VAT number, if any);
- the date;
- reference to the present contract;
- the full number(s) of the order form(s);
- the type of service (translation);
- the type of document which was the subject of the specific work assignment;
- the case number and the number of the document, if applicable;
- 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 (if applicable):
 - for the contractor who is established in a Member State of the European Union (with the exemption of the Grand Duchy of Luxembourg), the contractor who is exempt from VAT must specify: 'VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC';
 - for the contractor who is established in the Grand Duchy of Luxembourg must specify: 'Exonération de la TVA – article 43 § 1,k, 2ème tiret de la loi modifiée du 12.02.79';
- the total amount of fees payable, expressed in euros;
- the IBAN number or the bank account to which payment must be made.

4.3.3 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.

4.4. PAYMENT

4.4.1 Payments shall be made in euros.

4.4.2 Payments shall be made by bank transfer to the bank account exclusively in the name of the contractor whose details are given in Annex 4 to this framework contract. For the payment of amounts due to the contractor under this framework contract, the contractor shall designate a banking institution situated in the territory of a Member State where the contractor has its tax domicile if resides outside the European Union. All bank charges shall be borne by the contractor.

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

4.5. PAYMENT DEADLINE

4.5.1 The Court shall pay the sums due under the present framework contract and under an order form within a maximum period of 60 calendar days, counting from the date when its Budget and Financial Affairs Directorate receives the invoice drawn up in accordance with the instructions in Article 4.3 above.

- 4.5.2 The authorising authority 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 unacceptable 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.
- 4.5.3 Without prejudice to Article 5.7.2, the period of payment may also be suspended because the authorising authority 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, once the checks have been completed, whether the suspension has been lifted or whether a credit note and a new invoice should be drawn up, whereupon a new period for payment will commence from the receipt of a credit note and a new invoice established in due form.
- 4.5.4 The authorising authority is required to comply with payment periods only if invoices are properly submitted and sent via the 'e-invoicing' module of the IT communication platform 'e-Prior'. The Court favours the use of electronic billing as part of its environmental protection policy.

ARTICLE 5 – PERFORMANCE OF THE FRAMEWORK CONTRACT

5.1. COMMUNICATION

Contacts between the Court and the contractors will be made electronically: by means of a functional mailbox of the authorising authority concerned and/or a secure collaborative information-sharing platform.

If communication via a secure collaborative information-sharing platform is prevented by factors beyond the control of one of the parties, that party must inform the other immediately, and the parties must take the necessary measures to re-establish communication by means of that system. Following such notification, the parties shall use a substituted means of communication until such time as communication via the secure collaborative information-sharing platform is re-established.

5.2. TRANSMISSION OF DOCUMENTS

Work will be made available to the contractor in electronic format by electronic transfer.

Once completed, the translation shall be delivered to the Court in electronic format by electronic transfer. Each of the parties shall bear their own dispatching costs.

The Court may require, in order to carry out electronic file transfers, recourse to another computer tool or software, as well as a secure collaborative information-sharing platform of its choice without however incurring additional costs for the contractor.

The contractor must comply with any new format or new IT/software tool, as well as the secure collaborative information-sharing platform required by the Court within a reasonable time.

Use of links to electronic documents lodged by means of 'cloud-based' storage services is prohibited.

5.3. TECHNICAL SPECIFICATIONS

The contractor will work in a highly computerised environment.

Work will be made available to the contractor in an electronic format, by electronic transfer, in accordance with the Court's choice. The electronic files must be dealt with in accordance with the instructions provided, in order to avoid as much as possible any reformatting work.

The completed translation must be delivered to the Court in electronic format, by electronic transfer. The translation must comply with and contain the properties and styles present in the document received for translation.

The contractor must be able to deal with a document that has been the subject of initial processing using computer assisted translation tools (files containing both the source text and the corresponding translations obtained from the Court's internal translation memories, for example, an XLIFF format or equivalent such as SDLXLIFF, etc.).

The contractor must be able to adapt at any time to the Court's specifications which are intended to ensure the confidentiality of document transmissions.

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 notify the authorising authority 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 authority reserves the right to cancel the work assignment, in whole or in part. The cancellation will be confirmed electronically, via the authorising authority's functional mailbox or via the secure collaborative information-sharing platforms. The contractor may not seek any compensation for the part of the work assignment which is cancelled.

5.5. PENALTY FOR FAILURE TO MEET DEADLINES

5.5.1 Without prior notice of default to the contractor or prior judicial intervention being required, in the event the contractor is unable to carry out the work assigned to it within

the deadline set by the order form, without prejudice to real or potential liability incurred in relation to this framework contract or the contracting authority's right to terminate the framework contract, the contractor may be required to pay to the Court a penalty of up to 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 a sufficient amount.

5.6. QUALITY REQUIREMENTS

- 5.6.1 The contractor undertakes to provide the service requested with the utmost diligence. 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 (as 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, referred to in Article 4.5.2, of

suspending the 60 days payment period. 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.

5.8. USE OF THE COURT'S SERVICES

Neither the contractor nor its service providers, if any, may use the premises or equipment of the Court to carry out the work assignments provided for in this framework contract.

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

6.1. OWNERSHIP OF THE RIGHTS

The European Union acquires irrevocably worldwide ownership of the results and of all intellectual property rights on the newly created materials produced specifically for the European Union under the framework contract and incorporated in the results, without prejudice however to the rules applying to pre-existing rights on pre-existing materials as provided in Article 6.2 of 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 results and in all technological solutions and information created or produced by the contractor or by its service provider 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 contractor has created the results.

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 modes of exploitation and of use of the results.

6.2. LICENSING RIGHTS ON PRE-EXISTING MATERIALS

Unless provided otherwise in this framework contract, 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 or in the order forms. All pre-existing rights are licensed to the European Union from the moment the results 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 order forms 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 results.

Where implementation of the framework contract requires that the contractor uses 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 results 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; that also includes the communication on Internet 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 results to the public, by sale or otherwise;
- d) rental: the exclusive right to authorise or prohibit rental or lending of the results or of copies of the results;
- e) adaptation: the exclusive right to authorise or prohibit any modification of the results;
- f) translation: the exclusive right to authorise or prohibit any translation, adaptation, arrangement, creation of derivative works based on the results, and any other alteration of the results, subject to the respect of moral rights of authors, where applicable;
- g) where the results 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 results 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 results 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 results are or include know-how: the right to use such know-how as is necessary to make use of the results 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 results are documents:
 - i. the right to authorise the reuse of the documents;
 - ii. the right to store and archive the results 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 results 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 receive both the source code and the object code;
- m) the right to license to third parties any of the exclusive rights or of the modes of exploitation set out in this framework contract;
- n) 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 results with or without mentioning the creator(s)' name(s), and the right to decide when and whether the results 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 results, which were created by the contractor, or consisting of pre-existing materials.

Where pre-existing materials are inserted in the results, 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 results, and that, should the need arise, satisfactory replacement solutions exist, at no additional cost 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 results, the contractor must warrant that, for any use that the contracting authority may envisage within the limits set in this framework contract, the results and the pre-

existing material incorporated in the results 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 provision also applies to image rights and sound recordings.

This evidence may refer, for example, to rights to: parts of other documents, images, graphs, sounds, music, 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 results 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 results.

6.6. QUOTATION OF WORKS

In the results, the contractor must clearly point out, where applicable, 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 results, 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 results be divulged or not after they have been delivered in their final version to the contracting authority;
- c) that the results 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 results 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 result 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.

6.9. COPYRIGHT NOTICE FOR PRE-EXISTING RIGHTS

When the contractor retains pre-existing rights on parts of the results, reference must be inserted to that effect when the result is used as set out in Article 13.1, with the following disclaimer '© – year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU', or with any other equivalent disclaimer as the contracting authority may consider best appropriate, or as the parties may agree on a case-by-case basis. This does not apply where inserting such reference would be impossible, notably for practical reasons.

6.10. VISIBILITY OF EUROPEAN UNION FUNDING AND DISCLAIMER

When making use of the results, the contractor must declare that they have been produced under a contract with the European Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing or provide the text of the disclaimer.

ARTICLE 7 - CONFIDENTIALITY

- 7.1. The Court and the contractor must treat with confidentiality any information or documents, in any format, disclosed in writing or orally, relating to the implementation of the framework contract.
- 7.2. Each party must:
- a) not use confidential information or documents for any purpose other than to perform its obligations under the framework contract or a specific contract without the prior written agreement of the other party;
 - b) ensure the protection of such confidential information or documents with the same level of protection as its own confidential information or documents and in any case with due diligence;
 - c) not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other party.
- 7.3. The confidentiality obligations set out in this Article are binding on the contracting authority and the contractor during the implementation of the framework and for as long as the information or documents remain confidential unless:
- a) the party concerned agrees earlier to release the other party from the confidentiality obligation;
 - b) the confidential information or documents become public through other means than a breach of the confidentiality obligation;
 - c) the applicable law requires the disclosure of the confidential information or documents.
- 7.4. No information linked, directly or indirectly, to the texts provided 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.
- 7.5. The IT equipment used shall be secured to the maximum extent to prevent any unauthorised access on site or remotely such as to compromise the confidentiality of texts provided by the Court or translated versions of them.
- The contractor undertakes to keep locked all texts that may be available in paper form that have been sent to the contractor or that the contractor has printed.
- 7.6. Any failure to fulfil the confidentiality obligations set out in this Article shall be deemed to be grave misconduct and will result in the termination of the framework contract under Article 9.2.2. and potential liability for damages.

ARTICLE 8 – OFFICIALS AND OTHER SERVANTS OF THE EUROPEAN UNION

Neither the contractor nor any member of contractor`s 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, the contractor must inform the Court in writing. The framework contract shall then be automatically suspended. In the event of the permanent engagement of the contractor as civil servant 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 or her engagement with the European Union continues. In the event of permanent engagement as civil servant 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 FRAMEWORK CONTRACT

9.1. 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.

9.2. FAILURE TO FULFIL OBLIGATIONS

9.2.1. 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 sending 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 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.

- 9.2.2. The Court shall be entitled to terminate this framework contract, with immediate effect, by simple notification and without recourse to legal proceedings, if, inter alia:
- a) the contractor fails to implement the framework contract or systematically does not accept specific work assignments in accordance with this framework contract;
 - b) 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 138(1) of the Financial Regulation ⁴ ('the FR');
 - c) the contractor or any related person is in one of the situations provided for in points (c) to (i) of Article 138(1) or in Article 138(2) or in Article 138(3) of the FR;
 - d) the framework contract award procedure or the implementation of the framework contract proves to have been subject to substantial errors, irregularities, fraud or a failure to fulfil obligations;
 - e) 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; ⁵
 - f) the contractor becomes an established official of the European Union during the performance of the framework contract;
 - g) the contractor has recourse to unauthorised service providers;
 - h) the contractor is in a situation that could constitute a conflict of interest or a professional conflicting interest laid down in Article 11.7 and does not rectify the situation;
 - i) the contractor fails to comply with the requirements relating to the processing of personal data laid down in Article 13;

⁴ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) (OJ L 2024/2509, 26.9.2024). The text of this regulation is available on the internet at the following address: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L_202402509.

⁵ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94 of 28.03.2014, p. 65-242). The text of this directive is available on the internet at the following address: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0024>.

- j) the contractor does not comply with the applicable data protection obligations resulting from Regulation (EU) 2016/679;⁶
- k) a change to the contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the implementation of the framework contract or substantially modify the conditions under which the framework contract was initially awarded or a change regarding the exclusion situations listed in Article 138 of the FR that calls into question the decision to award the contract or the contractor becomes subject to restrictive measures hindering the implementation of this framework contract;
- l) in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the framework contract or a specific contract would mean that the tender specifications are no longer fulfilled or result in unequal treatment of tenderers or contractors;
- m) the contractor or any connected entity or person has breached the confidentiality provisions set out in Article 7 of the framework contract or specific contracts signed for its implementation.

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 at the time at which the termination occurs. 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 this framework contract.

10.3. LIABILITY

10.3.1 The contracting authority is not liable for any damage or loss caused by the contractor, including any damage or loss to third parties during or as a consequence of implementation of the framework contract.

⁶ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4.5.2016 p.1-88.).The text of this regulation is available on the internet at the following address: <https://eur-lex.europa.eu/eli/reg/2016/679/oj?locale=en>

- 10.3.2 If required by the relevant applicable legislation, the contractor must take out an insurance policy against risks and damage or loss relating to the implementation of the framework contract. It must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the contractor must provide evidence of insurance coverage to the contracting authority.
- 10.3.3 The contractor is liable for any loss or damage caused to the contracting authority during or as a consequence of implementation of the framework contract, including in the event of subcontracting.
- 10.3.4 If a third party brings any action against the contracting authority in connection with the implementation of the framework contract including any action for alleged breach of intellectual property rights, the contractor must assist the contracting authority in the legal proceedings, including by intervening in support of the contracting authority upon the latter's request.
- 10.3.5 If the contractor is composed of two or more economic operators (i.e. who submitted a joint tender), they are all jointly and severally liable to the Court for the implementation of the framework contract.
- 10.3.6 The contracting authority is not liable for any loss or damage caused to the contractor during or as a consequence of implementation of the framework contract, unless the loss or damage was caused by wilful misconduct or grave misconduct of the contracting authority.

ARTICLE 11 – SECONDARY OBLIGATIONS OF THE CONTRACTOR

11.1. SERVICE PROVIDERS

The contractor undertakes to perform the service requested personally, unless the contractor is duly authorised in writing to entrust it to a service provider acting on the contractor's behalf. In such a case, the contractor shall however remain entirely responsible to the Court for the quality of the translation to be provided, 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 LABOUR 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.

The contractor undertakes to comply with the national provisions applicable to the contractor with regard to administrative, tax and social security matters, and remains solely responsible for compliance with them. Where the contractor is a natural person, he or she shall ensure that he or she is covered by adequate insurance. Where the contractor is not a natural person, it shall take all appropriate measures (insurance or other) to cover its staff against the risk of accident and sickness during the performance of this framework contract. The Court shall not be considered to be the employer of either the contractor or its staff.

11.5. ASSIGNMENT OF THE CONTRACT TO A THIRD PARTY

11.5.1 The contractor must not assign any of the rights and obligations arising from the framework contract.

11.5.2 By way of exception to the preceding clause, in duly justified exceptional circumstances, rights and/or obligations arising from the framework contract may be assigned with the prior written authorisation of the contracting authority. This authorisation shall be granted or not at the discretion of the contracting authority and upon request by the contractor. The contractor's request shall detail the exceptional circumstances on which it is based and provide the identity of the intended assignee. The contracting authority may request additional information.

11.5.3 Any right or obligation assigned by the contractor without the authorisation mentioned in the preceding clause is unenforceable against the contracting authority.

11.6. SEVERABILITY

Each provision of this framework contract is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the framework contract. This does not affect the legality, validity or enforceability of any other provisions of the framework contract, which continue in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such a provision must be made in accordance with Article 17.1. The framework contract must be interpreted as if it had contained the substitute provision as from its entry into force.

11.7. CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTEREST

11.7.1 The contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interests.

11.7.2 The contractor must notify the Court in writing as soon as possible of any situation that could constitute a conflict of interest or a professional conflicting interest during the implementation of the framework contract. The contractor must immediately take action to rectify the situation.

The Court may do any of the following:

- a) verify that the contractor's action is appropriate;
- b) require the contractor to take further action within a specified deadline;
- c) decide not to award a specific contract to the contractor until the situation has been rectified.

11.7.3 The contractor must pass on all the relevant obligations in writing to:

- a) its members of staff;
- b) any natural person with the power to represent it or take decisions on its behalf;
- c) third parties involved in the implementation of the framework contract, including service providers.

The contractor must also ensure that the persons referred to above are not in a situation which could give rise to conflict of interests.

ARTICLE 12 – TAX PROVISIONS

12.1. EXEMPTIONS OF THE COURT

Pursuant to Articles 3 and 4 of the Protocol No 7 on the Privileges and Immunities of the European Union (hereinafter 'the Protocol on Privileges and Immunities') annexed to the Treaty on European Union and to the Treaty on the Functioning of the European Union and Article 151(1) of Directive 2006/112/EC, the Court 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 contractor bears sole responsibility for familiarising itself with the general conditions to be satisfied in respect of the application of VAT to translation services, depending on the contractor's place of taxation.

12.2.2 If the laws to which the contractor is subject to require the contractor to pay VAT on fees received under this framework contract, the invoice issued by the contractor shall indicate clearly the institution to which the services are rendered and show separately the amount of the contractor's 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 legislation of the place of VAT taxation to which the contractor is subject to, the Court is directly exempted from VAT on fees under this framework contract, the contractor shall mark each invoice with the words 'VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC'. Contractors who are established in the Grand Duchy of Luxembourg shall, by contrast, specify 'Exonération de la TVA art. 43 § 1, k, 2ème tiret de la loi modifiée du 12.02.79' (see also Article 4.3.2 above).

Finally, for the contractor who is established outside the European Union, the contractor who is exempt from VAT must provide a reference to the national law that lays down that exemption.

ARTICLE 13 – PERSONAL DATA

13.1. PROCESSING OF PERSONAL DATA BY THE COURT

13.1.1 The data controller for the processing of personal data is the Court.

The data protection notice is available at the following address:
https://curia.europa.eu/jcms/jcms/Jo2_7009/en/

13.1.2 Any personal data included in or relating to the framework contract, including in the context of its performance, shall be processed in accordance with Regulation (EU) 2018/1725.⁷ Those data must not be processed by the data controller except for the purposes of the performance, management and monitoring of the framework contract.

13.1.3 The contractor or any other person whose personal data is processed by the data controller under this framework contract has specific rights as a data subject pursuant to

⁷ Regulation (EU) 2018/1725 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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295/39, 21.11.2018). The text of that regulation is available on the internet at the following address: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:32018R1725>

Chapter III (Articles 14 to 25) of Regulation (EU) 2018/1725, including, in particular, the right to access his or her personal data, to amend or delete them, the right to restrict the processing of those data or, as the case may be, to object to it, or the right to the portability of those data.

13.1.4 Any questions the contractor, or any other person whose personal data is processed under this framework contract, may have regarding the processing of their personal data should be addressed to the data controller. Those questions may also be addressed to the data protection officer. The data subjects shall have the right of recourse at any time to the European Data Protection Supervisor.

13.2. PROCESSING OF PERSONAL DATA BY THE CONTRACTOR

13.2.1 Processing of personal data by the contractor must satisfy the requirements of Regulation (EU) 2018/1725 and be undertaken solely for the purposes defined by the data controller.

The object and purposes of the processing of personal data by the contractor are the provision of services of translation of texts and documents, in accordance with this framework contract.

Thus, in particular, first, the contractor processes, inter alia, identification data, (name, address, email, telephone number) of Court staff who are in contact with the contractor for the purpose of the performance of the framework contract.

Second, the contractor processes personal data contained in the texts and documents that the contractor must translate, namely, principally, the texts and documents produced in the context of court proceedings and, on occasion, other texts and documents not connected with proceedings of that nature.

13.2.2 The localisation of and access to the personal data processed by the contractor must comply with the following requirements:

- i. the personal data must be processed on the territory of the European Union, the European Economic Area, or a country that the Commission recognises ensures an adequate level of protection of those data within the meaning of Article 47 of Regulation (EU) 2018/1725 and will not leave that territory;
- ii. the data must be stored solely in data centres situated on the territory referred to in point (i);
- iii. no access is granted to those data outside the territory referred to in point (i);
- iv. any transfer of personal data by the contractor pursuant to the framework contract to a third country or international organisations must be the subject to prior written authorisation by the Court.

By way of exception to points (i), (ii) and (iii) of the preceding paragraph, the Court may authorise the processing, the storage and access to personal data be carried out in or from a territory other than that indicated in the abovementioned points, provided that appropriate guarantees are adopted by way of an addendum to this framework contract

13.2.3 The contractor must assist the data controller in fulfilling the data controller's obligation to respond to requests from persons whose personal data is processed in connection with this framework contract to exercise their rights, as laid down in Chapter III (Articles 14–25) of Regulation (EU) 2018/1725. The contractor must promptly inform the data controller of such requests.

The contractor may act only on documented written instructions and 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 data subjects may exercise their rights.

13.2.4 The contractor must grant his or her staff access to the personal data only to the extent strictly necessary for the performance, management and monitoring of the framework contract. The contractor must ensure that the staff authorised to process personal data undertake to respect confidentiality or are subject to a legal requirement of confidentiality in accordance with the provisions of Article 7.

13.2.5 The contractor must 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 the processing, in order to ensure, in particular, as necessary:

- the pseudonymisation and encryption of personal data;
- the ability to ensure the continued confidentiality, integrity, availability and resilience of the processing systems and services;
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- a procedure for regularly testing, analysing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- measures to protect personal data against the destruction, loss, alteration or unauthorised disclosure of personal data transmitted, stored or processed in another way, or against unauthorised access to such data, be it accidental or unlawful.

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

- the 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;
- the likely consequences of the personal data breach;
- the measures taken or proposed to address the breach, including, where appropriate, the measures to mitigate any adverse effects.

13.2.6 The contractor must immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other provisions of EU law or the law of the Member States regarding data protection as referred to in the tender specifications.

13.2.7 The contractor must assist the data controller in fulfilling its obligations, pursuant to Articles 33 to 41 of Regulation (EU) 2018/1725, without prejudice to the provisions of Article 57(1)(a) of that regulation.

13.2.8 The contractor must maintain a record of all data processing operations carried out on behalf of the data controller, transfers of personal data, security breaches, responses to requests from persons whose personal data have been processed to exercise their rights, and requests for access to personal data by third parties.

The contractor shall make available to the controller all information necessary to demonstrate compliance with the obligations relating to personal data regarding this framework contract and to enable audits, including inspections, to be conducted by the data controller or another auditor mandated by the controller, and shall contribute to those audits.

13.2.9 The contracting authority is subject to the Protocol on Privileges and Immunities, 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 must inform 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 a third-country authority. The contractor may not give such access without the prior written authorisation of the contracting authority.

13.2.10 The duration of processing of personal data by the contractor shall not exceed the period referred to in Article 3. Upon expiry of this period, the contractor must, according to the data controller's wishes, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the data controller and the copies thereof, or effectively delete all personal data unless EU law or national law requires personal data to be stored for a longer period.

13.2.11 For the purposes of Article 11.1, if part or all of the processing of personal data is subcontracted to a third party, the contractor must pass on the obligations referred to in Articles 13.2 and 13.3 in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor must provide documentary evidence of this commitment.

13.3. PROCESSING OF PERSONAL DATA BY THE CONTRACTOR WHO IS ESTABLISHED IN A THIRD COUNTRY

13.3.1 By signing this framework contract, a contractor established in a third country outside the territory of the European Union which does not guarantee an adequate level of protection of personal data, warrants that he or she and, where applicable, his or her subcontractors, will comply with the rules in force on the processing of personal data, including regarding the security of the transfer of those data. To that effect, the contractor cannot rely on the failure of a subcontractor to comply with their obligations in order to avoid his or her own liabilities. The Court may request at any time that the contractor demonstrate his or her capacity to comply with these data processing rules.

The contractor established in a third country warrants that he or she will process personal data exclusively on behalf of the Court, in accordance with the Court's instructions and these clauses. If, for whatever reason, the contractor is incapable of complying with them, the contractor agrees to inform the Court as soon as possible of that incapacity, in which case the Court is entitled to suspend the transfer of data and/or to terminate this framework contract in accordance with Article 9.2.

The contractor established in a third country warrants that he or she has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Court and his or her obligations under the framework contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by these clauses, it will promptly notify the change to the Court as soon as he or she is aware, in which case the Court is entitled to suspend the transfer of data and/or terminate the contract in accordance with Article 9.2.

The contractor established in a third country warrants that he or she has implemented technical and organisational security measures before processing the personal data transferred. The contractor shall communicate promptly to the Court any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation and any accidental or unauthorised access.

The contractor established in a third country warrants that he or she will deal promptly and properly with all enquiries from the Court relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred. Upon request by the Court, the contractor shall submit his or her data-processing activities for an audit.

13.3.2 On the termination of the provision of data-processing services, the contractor and the sub-contractor shall, according to the Court's choice, return all the personal data transferred and the copies thereof to the Court or shall destroy all the personal data and copies thereof and certify to the Court that it has done so, unless legislation imposed upon the data importer prevents the contractor from returning or destroying all or part of the personal data transferred. In that case, the contractor warrants that the contractor

will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

The contractor and, if applicable, a sub-contractor warrant that, if the Court so requests, they will submit their data-processing facilities for an audit of the measures referred to in the preceding paragraph.

ARTICLE 14 – PROHIBITION ON USE OF THE IMAGE OF THE COURT

The contractor may not use photographs of the exterior or interior of the Court's buildings or the Court's logos for publicity or commercial purposes, without the Court's prior written authorisation.

ARTICLE 15 – 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 its own contractual terms and conditions.

ARTICLE 16 – 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 17 – ADMINISTRATIVE PROVISIONS

17.1. AMENDMENTS

17.1.1 Any amendment to this framework 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.

17.1.2 Any supplementary written agreement must not make changes to the framework contract or a specific contract that might alter the requirements of the initial procurement procedure or result in the unequal treatment of tenderers or contractors.

17.2. METHODS OF COMMUNICATION

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

Court of Justice of the European Union
Directorate-General for Multilingualism
Irish Language Translation Unit
L-2925 Luxembourg

FreelanceGA@curia.europa.eu

SIGNATURES

FOR THE CONTRACTOR:

Name, first names:
Address:
.....

FOR THE COURT:

Name, first names: [name of the authorising officer]
Status:

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

ANNEX 1 - CLASSIFICATION OF THE CONTRACTOR ON THE LIST OF CONTRACTORS IN THE LOT(S) WHICH ARE THE SUBJECT OF 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)*	Fields of specialisation

ANNEX 4 – THE CONTRACTOR’S FINANCIAL PARTICULARS

Name of Bank

.....

Bank address

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

Exact name of account holder ⁸

(Please attach the ‘financial identification form’)

.....

IBAN account number

.....

BIC/SWIFT Code

.....

VAT number (if any)

.....

Reason for exemption from VAT (if any)

.....

⁸ Please attach the ‘financial identification form’ together with a bank account identification document or a recent bank account statement (less than 6 months old at the time of registration) which shows the name of the account holder, the account number/IBAN, the BIC/SWIFT code, and the name of the bank.

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.

The bank account identification document or a recent bank account statement referred to in Article 2.2.3 must be provided as soon as possible so as to allow potential orders to be made.