Appendix 1

Terms of order and agreement for translation and interpretation services

1. Subject matter of the general agreement

The Madrid Liaison Office of the Rosa-Luxemburg-Stiftung (referred to as "client") intends to conclude a general agreement for translation and interpretation EN-SP-EN.

The contractual partner (referred to as "contractor") shall deliver written translation services (proofread) as well as interpretation services assigned by the client. Important requirements are familiarity with the left political scene, knowledge of left social and political debates and knowledge of the relevant terminology.

2. Terms and execution periods

The agreement has a term of twelve (12) months and can be tacitly extended by another twelve (12) months unless it is cancelled upon written notice at least one (1) month to the agreed term of the agreement. The maximum length of this contract is thirty-six (36) months.

The execution of the agreement starts with the placement of the first order by the client.

3. Estimated volume of services

The client estimates that for the term of this agreement, it will place orders for translation and interpretation EN-SP-EN of around 10.000€.

This number is a mere estimation. Needs may be higher or lower. We cannot confirm the frequency of orders for 2023 and following years. However, a cumulative volume of 30.000€ net over the entire term will not be exceeded. If this maximum value is reached, this contract will automatically expire. Orders will not be placed at once but each prior to the respective event respecting the agreed deadlines.

In specific exceptional cases (e.g. very urgent needs, availability of experts within a specific project), the client reserves the option to fall back on relevant suppliers.

4. Detailed description of tasks

Translation and interpretation services require linguistic and technical competences in the relevant languages (English) and knowledge of the left political scene (see also point 1). Translation and interpretation are required in the context of the client's written communication: publications (such as booklets, brochures, books, articles; print or online), flyers and invitations, texts such as news announcements and project reports for the website.

The focus of the client's work lies on crisis and alternatives, global power shift, dangers of free trade agreements, right-wing extremism, energy democracy, feminism, municipalism, financialisation of nature/energy/commodities, sustainability and socio-ecological transformation, labour and labour unions, left in Europe.

Periods for delivery

N°	Description	Volume	Period for delivery
1.	Translation	Up to 1.000 words	3 working days
2.	Translation	1.000 – 3.000 words	5 working days
3.	Translation	3.000 – 5.000 words	10 working days
4.	Translation	5.000 – 10.000 words	15 working days
5.	Translation	From 10.000 words	Upon negotiation

The four-eyes principle should prevail. All translations should be proofread by another professional. There should be a total of two professional involved for translation and proofreading.

The contractor commits to confirm each order within 2 working days by submitting a financial offer according to the binding financial offer provided.

The stated prices on each individual offer, after agreed upon with the client, will be binding for the particular order.

5. Obligations of the contractor

The contractor agrees to treat as confidential all documents, files and data received from the client or its cooperation partners concerning the respective order, and to maintain secrecy towards third parties. If the contractor is not able to carry out the assigned order, he/she shall immediately inform the client. In case that the contractor cancels the order at short notice, the contractor shall provide a substitute supplier that fulfills the criteria set out in the order description. If he/she fails to do so, the client may charge him/her fees amounting up to 25% of the order value.

6. Individual assignments and accounting

For individual assignments, the conditions set out under the aforementioned points shall apply. Individual assignments shall always be made in writing (by email). Questions may be discussed in advance orally. By submitting a binding offer, the contractor agrees to the aforementioned terms of agreement.

The remuneration is defrayable after delivery and its billing. The bills are to be addressed to the client and have to contain all legal information, the delivery date as well as the sales tax identification number of the client, N0173545E. The client pays through bank transfers.

7. Liability

The contractor's liability for breach of contractual obligations towards the client is limited to intention and gross negligence.

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

8. Copyrights

The client shall have the right to any and all working results protected by copyright law. Upon completion of the mandate the utilization right shall pass on to the client.

The client intends to re-use translations or parts of them. This includes copying, distributing, displaying or reciting publicly on the internet, sending them via e-mail and editing them. These rights are granted by the contractor to the client without local and time restrictions. The client can transmit the rights without any former notice to third parties.

The remuneration paid shall compensate for any and all copyright claims of the contractor.

9. Status and miscellaneous

The contractor is responsible for the tax treatment of the agreed remuneration.

The placing of an order by the client to the contractor constitutes a binding agreement.

Modifications and amendments to this agreement shall be made in writing. Should individual provisions of the agreement become invalid, this will not affect the validity of the remaining provisions.

The contractor shall ensure that all persons entrusted by him/her with the fulfillment of contractual obligations carefully observe statutory regulations on data protection, and refrain from forwarding information, unless it is evident, received from the client to third parties or use it otherwise.

10. Jurisdiction

The municipal or district court Madrid shall have jurisdiction over legal disputes arising from this service agreement, its termination and liquidation.

Date/Date/signature of the client (RLS) Date/signature of the contractor

Project consultancy in the Rosa-Luxemburg-Stiftung, Brussels Office Boris Kanzleiter, Head of Office.