

CONTRACT

concluded between

the Permanent Secretariat of the Alpine Convention, Herzog-Friedrich-Straße 15, Innsbruck, Austria, represented by the Secretary General Mrs. Alenka Smerkolj, in the following called “the Secretariat”

and

Company name, address, represented by Mr./Mrs.XY, in the following called “the Company”

bearing in mind

that it has been decided on the basis of the results of the Call for tenders published in the Supplement of the Official Journal of the European Union on 10 March 2023 (public procurement procedure 2023/S 048-140129), in conformity with art. 15.2 of the Secretariat’s Financial and Bookkeeping Regulation, that tasks of translating and interpreting will be carried out by the Company, bound to its tender dated XX Month 2023;

the Parties agree as follows

Article 1 ***Subject***

The Company commits itself to carry out the translation of the required official documents of the bodies of the Alpine Convention and the interpretation of the required official sessions of the bodies of the Alpine Convention under the conditions stipulated in this contract.

The Company will carry out all activities it deems necessary to achieve the best results in performing this contract.

Article 2 ***General principles***

The Company will carry out its work following the instructions of the Secretariat following the principles of high quality, efficiency and cost-effectiveness.

The mode of performing its tasks is in the exclusive competence of the Company which may use appropriately qualified external partners, keeping in relation to the Secretariat the ultimate responsibility for the work and proper execution of this contract.

Article 3 ***Duration***

The duration of the present contract is limited. The contract runs for four years starting on XX Month 2023.

Either party may terminate the contract anytime by three month written notice.

Article 4 ***Prices and method of payment***

The prices for performing the tasks stated in this contract are stipulated as follows below (prices excluding VAT) and are valid for the whole duration of the contract.

Non-urgent translations: € X per character, for the total number of characters counted in the text sent to translation.

Urgent translations: € X per character, for the total number of characters counted in the text sent to translation.

This applies to

- all translations to be delivered within 48 hours after submission of the original document, regardless of the number of characters, for every single document sent into translation (characters counted in the original text sent to translation)
- all translations to be delivered within a longer period, including more than 8.500 characters (counted in the original text sent to translation) per working day, for every single document sent to translation (i.e. documents with more than 25.500 characters to be delivered within 3 working days, documents with more than 34.000 characters to be delivered within 4 working days, documents with more than 42.500 characters to be delivered within 5 working days, etc.).
- all translations whose original text exceeds 60.000 characters, for every single document sent to translation (characters counted in the original text sent to translation) to be delivered within 10 working days. In such cases the surcharge for urgency can be reduced on a case-by-case basis by agreement between the parties.

Revisions (translation of parts of already translated documents into which certain modifications have been inserted) € X per character. For this purpose, the Secretariat will indicate explicitly the pages to be revised and, on this basis, the total number of characters on these pages is counted regardless of the number of characters subject to revision. For texts in which the modified parts are not easily identifiable / countable, the calculation methods will be agreed with the Secretariat on a case-by-case basis.

Repetitive translations (translations presenting repetitions in major parts of the document and/or include parts of texts from other already translated documents) € X per character, if proofreading is necessary. If proofreading is not necessary, nothing will be charged. For this purpose, the Secretariat will indicate explicitly the pages to be repeated and, on this basis, the total number of characters on these pages is counted regardless of the number of

characters subject to repetition. For the texts in which the repeated parts are not easily identifiable / countable, the calculation methods will be agreed with the Secretariat on a case-by-case basis.

Harmonization (proofreading of the translated texts and linguistic harmonization of the language versions) € X/hour/language.

Simultaneous and Consecutive Interpreting as well as Remote Simultaneous interpreting

€ X per day per interpreter

€ X per ½ day per interpreter

See footnote¹

Translation to and from other languages

For translations to and from other languages not being the official languages of the Alpine Convention (English, French, German, Italian and Slovene) special arrangements on a case-by-case basis are applicable. This means that criteria of urgency and/or prices differing from the ones mentioned above can be agreed between the parties.

Method of payment

For translation services the Company will issue detailed invoices (excluding VAT) to the Permanent Secretariat every three months based on a form prepared by the Secretariat.

For every interpretation event a single invoice will have to be issued. The payment will be made within four weeks from the receipt of the invoice.

Article 5 ***Implementing rules***

The Company designates a person who is responsible for receiving documents to translation and sending back the translations. This person will be responsible as well for coordinating interpretation teams. The Secretariat designates a person responsible for forwarding the documents to be translated. The responsible person indicates the delivery date and attaches possible reference texts. Documents to be translated must indicate the original language.

All documents translated under this contract must mention the name of the Company in the footnotes.

The Company will use a „translation memory“ for the elaboration of translations.

The Company commits itself to carry out a linguistic harmonization of the translated texts before delivery.

The Company commits itself to use the most sustainable means of transport, when travelling to face-to-face meetings or to the hubs used for remote simultaneous interpretation.

¹ The conditions for reimbursement of travel expenses and the costs for meals and accommodation will be defined based on the tender offering the best price-quality ratio.

The Secretariat decides on a case-by-case basis on the technical service provider to be used for the interpretation of face-to-face meetings, hybrid or virtual meetings.

The Company commits itself to inform the Secretariat and the technical service provider in real time and as soon as possible if problems arise during the interpretation of meetings.

The Company and the Secretariat undertake to regularly exchange information on the quality of the translation and interpretation services provided and to implement any possible improvements identified.

Article 6 ***Confidentiality***

The Company and all involved third parties, including translators, interpreters and employees of the Company shall maintain the strictest confidentiality about all documents of the Secretariat and all facts interpreters encounter during interpreting the meetings also after the expiry of this contract.

Furthermore, it is committed to return all confidential documents used for executing its tasks (without retaining copies) also after the expiry of this contract.

During the term of this contract the Secretariat will make available to the Company all relevant documents of the Alpine Convention the Company needs to fulfill its tasks. The Company is obliged to use them solely for the execution of this contract.

Article 7 ***Penalties and cancellation conditions***

See footnote ²

Article 8 ***Disputes***

Any dispute concerning the interpretation or execution of this contract should be directly settled by the Parties. If this is not possible disputes shall be finally settled by arbitration pursuant to the rules of the Austrian Code of Civil Procedure by which the Parties agree to be bound.

The arbitration board will be composed of three members, either party appoints its arbitrator, the arbitrators will appoint by consensus a third arbitrator, who will act as president of the board.

² The penalties for errors and deficiencies in non-urgent and in urgent translations as well as the cancellation conditions for interpretation events will be defined based on the tender offering the best price-quality ratio.

Article 9
Final provisions

The Secretariat reserves its right to charge other service providers with translations or revisions of documents and interpretation.

For the interpretation of events organised by the Secretariat after the signing of this contract the corresponding request will be given to the Company at first place (pre-emption is granted).

Under penalty of forfeiture, all claims arising from this contract must be lodged not later than three months after the commencement of the action.

This contract shall be governed by and construed in accordance with Austrian law.

Modifications and additions to this contract are legally binding only if they are agreed in written form between the Secretariat and the Company. There are no side agreements hereto.

Place and date

FOR THE PERMANENT SECRETARIAT
OF THE ALPINE CONVENTION

Alenka Smerkolj

FOR THE COMPANY

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