**DRAFT**

**SERVICE CONTRACT**

**FINANCED FROM THE PROJECT “MUDAR - MOZAMBIQUE INTEGRATED URBAN DEVELOPMENT BY ACTIONS AND RELATIONSHIPS: EMPOWERING LOCAL GOVERNANCE”**

**CTR: CSO-LA/2021/428-391 CUP: C69J21034580006**

Name and address of the contracting authority:

Centro per la Cooperazione Internazionale

Vicolo San Marco, 1

Trento, Italy

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-0)

[<Official registration number>][[2]](#footnote-1)

<Full official address>

[<VAT number>][[3]](#footnote-2),

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT**

**CONTRACT TITLE: “Creation of a Roster of Translation Service Providers (Language Combinations: English <> Portuguese; Italian <> Portuguese) of the project MUDAR- Mozambique Integrated Urban Development by Actions and Relationships: Empowering Local Governance”**

**Identification number:** UE/MUDAR/SERVICE\_PROVISION\_005\_TRANSLATION\_WHOLE\_PROJECT

**(1) Subject**

1.1 The subject of this contract is the **creation of a roster of translation service providers (language combinations: English <> Portuguese; Italian <> Portuguese) of the project MUDAR - MOZAMBIQUE INTEGRATED URBAN DEVELOPMENT BY ACTIONS AND RELATIONSHIPS: EMPOWERING LOCAL GOVERNANCE** done in location with identification number UE/MUDAR/SERVICE\_PROVISION\_005\_TRANSLATION\_WHOLE\_PROJECT/contractor’s reference (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

**(2) Contract value**

This contract, established in Euro, is a fee-based contract. Based on the maximum fees, all taxes (social security, contributions, etc.), and incidental expenditures that may be borne by the contractor, the maximum contract value is … EUR per each standard editorial page in the source language. Each editorial page consists of two-hundred and fifty words in the source language, counted by using Google Documents.

The sum does not include VAT.

The price per standard page agreed by the contracting parties shall be valid for the duration of this contract and subsequent renewals until completion of the MUDAR project. It shall take into account all the expenses incurred by the Contractor in the performance of this contract, including, but not limited to, the cost of incorporating corrections made by the Centro per la Cooperazione Internazionale to the translation.

**(3) Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the terms of reference, including any clarification issued before the deadline for submitting tenders (Annex II)
* the organisation and methodology, including any clarification from the tenderer provided during tender evaluation (Annex III);
* Key expert(s) (Annex IV);
* Budget (Annex V);
* Other relevant forms and documents (Annex VI);

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

**(5) Other specific conditions applying to the contract**

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

(b) the data protection notice is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

Done in English in two originals, one original for the contracting authority, and one original for the contractor.

| **For the contractor** | | **For the contracting authority** | |
| --- | --- | --- | --- |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

(Instructions on signature to be deleted after completion of the contract)

The contract is to be signed with a handwritten signature: please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.

**SPECIAL CONDITIONS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions.

**Article 2 Communications**

2.1 Contact persons, addresses of the parties, their other contact details, the documents to provide and the procedure to be used by the parties for communication: …

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 12 - Liabilities**

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the Centro per la Cooperazione Internazionale is capped at an amount equal to EUR 45.00 multiplied by the total number of editorial pages of the original text to be translated and in relation to which the liability has been produced.

**Article 19 Implementation of the tasks and delays**

19.1The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks runs until the end of the MUDAR project (30 April 2025) and any potential renewal of said project.

**Article 27 Approval of reports and documents**

27.5 The Centro per la Cooperazione Internazionale shall, within 5 working days of receipt, notify the contractor of its decision concerning the translations received by it, giving reasons should it reject the documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 5 days of the receipt.

**Article 28 Expenditure verification**

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

**Article 29 Payment and interest on late payment**

29.1 By derogation, payments will be made in accordance with the following procedure:

The Contractor shall submit signed invoices to the relevant authorising department for the appropriate amounts, giving the following details:

* the word ‘invoice’ and an invoice number;
* the Contractor's full personal details (name, address, VAT number for purchases within the European Union);
* the date (the date of the invoice must be the same as or later than the deadline for delivery of the translation work as indicated on the request for translation services);
* a reference to this contract;
* the list of the codes of the texts that were included in the translation services and/or the number of CCI’s request for translation services;
* the total number of editorial pages, the price per standard page and the total price;
* the amount of VAT (where applicable);
* the reason for exemption from VAT (where applicable);
* the total amount payable;
* the full name and address of the bank and the number of the account into which payment is to be made.

All invoices and translated documents shall be verified by the authorising department of CCI.

Each assignment shall be carried out in full and as accurately as possible in accordance with the instructions given in the request for translation services. The work delivered shall have been thoroughly revised and checked by the Contractor, so as to be usable, as it stands, without further revision by the Centro per la Cooperazione Internazionale.

The Contractor may be asked to provide a definitive version of an assignment incorporating corrections made by the Centro per la Cooperazione Internazionale. This work shall be carried out within a reasonable time period and shall not give rise to any additional remuneration for this service.

Translation work shall be invoiced on a monthly basis or upon completion of the translation work of a full training cycle or upon completion of the translation work of each single request for translation services.

| **Source language** | **Target language** | **Price for translation in EURO** |
| --- | --- | --- |
| **English** | **Portuguese** |  |
| **Italian** | **Portuguese** |  |
| **Portuguese** | **English** |  |
| **Portuguese** | **Italian** |  |

The actual amounts payable as pre-financing payment will vary based on the total expected translation volume (i.e., number of expected editorial pages) for each request for translation services. Each pre-financing payment shall not exceed 10% of the total value of the translation request.

By derogation, payments shall be made within 15 days from the date on which an admissible invoice is registered by the Centro per la Cooperazione Internazionale.

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the Contractor to the Centro per la Cooperazione Internazionale. Where the Contractor fails to perform the tasks required within the time allowed by the request for translation services then, without prejudice to actual or potential liability incurred in relation to this contract or to the contracting authority's right to terminate the contract, the Contractor shall be required to pay to the Centro per la Cooperazione Internazionale liquidated damages calculated at the rate of 10% of the total amount to be paid for the assignment per calendar day of delay.

**Article 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction ofthe courts of Trento, Italy, applying the national legislation of the contracting authority.

**Article 42 Data protection**

1. Processing of personal data related to the implementation of the contract by the Centro per la Cooperazione Internazionale takes place in accordance with the Italian national legislation.

2. To the extent that the contract covers an action financed by the European Union, the Centro per la Cooperazione Internazionale may share communications related to the implementation of the contract with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[4]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

**Article 43 Further additional clauses (Copyright, Confidentiality)**

The Contractor agrees to transfer the authorship of the translation to the original copyright holder, be it the Centro per la Cooperazione Internazionale or the author of the original text. Upon request, the name of the Contractor may be credited in the translated text, if applicable, or in the website of the project. The translated text and other documentation may not be used elsewhere without specific authorisation even after termination of the contract.

The Contractor undertakes to respect the confidentiality of any information which is linked, directly or indirectly, to the execution of the tasks and shall not divulge to third parties or use for his own benefit or that of any third party any document or information which comes to his attention in the course of the execution of this contract, even after execution of the contract, and shall ensure that his staff or subcontractors employed by him (where applicable) are bound by the same undertaking. The Contractor likewise undertakes to respect any special instructions concerning confidentiality which may be contained in the requests for translation services.

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1. Where the contracting party is an individual. [↑](#footnote-ref-0)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-1)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-2)
4. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-3)