

**FRAMEWORK AGREEMENT
ON
TRANSLATION SERVICES**

between

RB Rail AS

and

Sabiedrība ar ierobežotu atbildību "MERITI"

No 8/2017-82

Dated 11 July 2017

FRAMEWORK AGREEMENT FOR TRANSLATION SERVICES

for

RB RAIL AS

This Framework Agreement for Translation Services No 8/2017-82 (hereinafter: **Agreement**) has been concluded in Riga, Latvia on 11 July 2017 by and between

RB Rail AS, organized and existing under the laws of Republic of Latvia, registration number 40103845025, registered address: K. Valdemāra iela 8-7, Riga, LV-1010, Latvia (hereinafter: **Client**), represented by Chairperson of the Management Board Baiba Anda Rubesa, Management Board Member Kaspars Rokens and Management Board Member Ignas Degutis acting on the basis of the Company's Statutes and

Sabiedrība ar ierobežotu atbildību "MERITI", organized and existing under the laws of Latvia, registration number 40003909419, registered address: Raunas iela 43-44, Riga, Latvia, LV-1084 (hereinafter: **Firm**), represented by Chairman of the Board Edgars Vasils, acting on the basis of Articles of Association.

(the Client and the Firm hereinafter jointly referred to also as **Parties** and individually as **Party**),

whereas:

- (A) the Client is implementing the European standard track width project Rail Baltica, within the scope of which the Client needs translation services;
- (B) the Client has organised the open competition "Translation services" (identification No RBR 2017/7) (hereinafter: **Procurement**) in which SIA "Meriti" (reg. No. 40003909419), SIA "Skrivanek Baltic" (reg. No. 40003626172), SIA "AMPLEXOR Latvia" (reg. No. 40003654496), SIA "Nordtext" (reg. No. 40003848275) (hereinafter: **Other Firms**) (hereinafter jointly referred as **Firms**) proposals were selected for entering into framework agreement for open competition part No. 1 "Translation services: English – Latvian, Latvian – English";
- (C) Procurement is co-financed by Connecting Europe Facility (CEF).

the Parties have agreed on the following terms:

1. Subject of the Agreement

- 1.1. The subject of this Agreement is to regulate the provision of translation services by the Firm to the Client. The range of translation services to be provided by the Firm to the Client is described in Annex 2 of the Procurement and in Annex 1 "Financial proposal" of this Agreement and they include, but are not limited to translation, editing, language services (hereinafter: **Translation Services**). The procedure for the provision of Translation Services is provided in Clause 2 of this Agreement.
- 1.2. For choosing the provider for any of the Translation Services (hereinafter: **Specific Task**), the Client has the right to hold either mini-competitions between the Firms with whom a framework agreement has been concluded or to award the provision of the Specific Task directly to the one of the Firms. The procedure for choosing the provider for the Specific Task is provided in Clause 3 of this Agreement.
- 1.3. This Agreement does not guarantee any amount of Translation Services orders from the Client. This Agreement entitles the Firm to participate in mini-competitions and/or to be awarded with the provision of the Specific Task directly by the Client at the full discretion of the latter. The Firm is solely responsible for its costs and expenses incurred in connection with participating in the mini-competitions and concluding the Specific Task Agreement(s).
- 1.4. During the validity of this Agreement, the payment for the Translation services received by the Client from all the Firms together shall not exceed 69 500,00 EUR (sixty nine thousand five hundred euro and 00 cents) without VAT.
- 1.5. Provided that the Firm has won the mini-competition for providing the Specific Task or the provision of the Specific Task has been awarded to the Firm directly by the Client, a separate individual agreement shall be concluded between the Parties for carrying out the Specific Task (hereinafter: **Specific Task Agreement**). The procedure for concluding the Specific Task Agreement is provided in Clause 4 of this Agreement.

- 1.6. All Specific Task Agreements and this Agreement shall form a single agreement between the Parties. The provisions of this Agreement constitute an integral part of each Specific Task Agreement. In the event of any inconsistency between the provisions of this Agreement and a Specific Task Agreement, the Specific Task Agreement shall prevail.

2. Provision of Translation Services

- 2.1. Provision of Translation Services shall be provided according to the instructions given by the Client, under the specific terms agreed in a Specific Task Agreement. The Firm and the particular person providing the Translation Services to the Client must comply with the relevant professional diligence and applicable legislation and best practice governing the activities of translators and the provision of Translation Services must be of consistently high quality that is necessary to achieve the purpose of the Specific Task agreed between the Parties in a Specific Task Agreement.
- 2.2. The Firm shall, within reason and in the scope of Translation Services, endeavour to carry out all activities that would reasonably assist and aid the Client, always act in the best interests of the Client and use its best endeavours to engage all legal means reasonably available in achieving the result of the Specific Task specified in the Specific Task Agreement.
- 2.3. The Client shall deliver to the Firm relevant essential information necessary for the provision of Translation Services. The Client understands that the proper provision of Translation Services requires the Client to have given the Firm all the information relevant to the Specific Task, and to inform the Firm of any changes to that information.
- 2.4. The Client shall have the final and exclusive right in the usage etc. and in any and all matters related to Translation Services, including but not limited to the final right to decide whether or not to use conclude any translated documents etc.
- 2.5. The Firm shall provide to the Client with all and any information and documentation in its possession or control relating to the Translation Services provided to the Client. The Firm shall return original documents to the Client immediately at the Client's request.

3. Choosing the Provider for the Specific Task

- 3.1. In case the Client is in need of Translation Services, it shall either hold a mini-competition between the Firm and Other Firms for providing the Specific Task or award the provision of the Specific Task directly to the Firm or to one of the Other Firms.
- 3.2. A list of the Firm's is drawn up in descending order according to the number of marks obtained on the basis of award criteria. If the first Firm on the list is unable to execute the order for reasons that do not entail termination of the Agreement, or in the absence of a reply on his behalf within three office hours, the Client may offer the work to the Other Firms. The Client will review the initial rankings, please see Annex 1. In cases when a specific document is outsourced as a follow-up to a previous assignment executed by a Firm or considerations of expertise in the field, significant research or familiarization with the subject, the Client reserves the right to assign the job regardless of the ranking.
- 3.3. It is the sole discretion of the Client to decide whether to hold a mini-competition or to award the provision of the Specific Task directly. When making this decision, the Client shall consider factors such as the urgency, nature and complexity of the Specific Task, the budget for the likely translation fees for providing the Specific Task, other interests of the Client, etc.
- 3.4. For holding a mini-competition, the Client shall send to the Firm a request to make a proposal for providing the Specific Task, specifying the task, interests of the Client, timeline, and other information it deems relevant. The form of the request is set out in Annex 2 of this Agreement. The request shall be sent to the Firm via email or if the Client deems it necessary, by post/courier service in written and signed format, and it has to be in English.
- 3.5. In order to participate in the mini-competition, the Firm has to submit its proposal in the form as set out in Annex 3 of this Agreement. The proposal has to be sent to the Client via email or if the Client requests, by post/courier service in written format and signed by Edgars Vasils or Līga Vasila, latest by the deadline specified in the request and it has to be in English.
- 3.6. The Firm is prohibited from participating in the mini-competition in case of Conflict of Interests (Clause 6).

- 3.7. The Client will choose the winner(s) of the mini-competition for the provision of the Specific Task by comparing the proposals made and based on the following criteria (listed in no particular order and containing no specific value):
- 3.7.1. amount of translation fees and time necessary for providing the Specific Task;
 - 3.7.2. credibility and experience of the service provider and its staff for providing the Specific Task, including expert professional knowledge and know-how in specific fields of services applicable;
 - 3.7.3. potential quality of providing the Specific Task by the provider, taking into account among others the potential workload to be invested for the provision of the Specific Task;
 - 3.7.4. Cooperation experience with the provider in previous provision of Translation Services.
- 3.8. The Client will inform all the participants of the mini-competition whether they have been chosen as providers of the Specific Task or not without undue delay.
- 3.9. For awarding the provision of the Specific Task directly to the Firm, the Client will contact the Firm directly as follows:
- 3.9.1. the Client shall send to the Firm a request to make a proposal for providing the Specific Task, specifying the task, timeline, and other information it deems relevant. The request shall be sent to the Firm via email or if the Client deems it necessary, by post/courier service in written and signed format, and it has to be in English;
 - 3.9.2. in order to accept the Client's offer the Firm has to submit its proposal to the Client. The proposal has to be sent to the Client via email or if the Client requests, by post/courier service in written format and signed by Edgars Vasils or Liga Vasila, latest by the deadline specified in the request and it has to be in English;
 - 3.9.3. the Firm may start to perform the Specific Task only upon reception of the Client's final approval of the Firm's proposal.
 - 3.9.4. after being contacted by the Client regarding awarding of the Specific Task directly to the Firm and in case of Conflict of Interests (Clause 6), the Firm is obligated to notify the Client immediately about its Conflict of Interests and refrain from providing the Specific Task.
- 3.10. The Firm is prohibited from providing the Specific Task in case of Conflict of Interests (Clause 6).
- 3.11. The Firm has the right to reasonably request explanatory information from the Client regarding the specifics of provision of a Specific Task via email. If the Client finds it necessary to respond, the Client has the right to disclose information provided to the Firm also to Other Firms.

4. Concluding a Specific Task Agreement

- 4.1. If the Firm has been chosen by the Client as the winner of the mini-competition for providing the Specific Task or the Client has directly appointed the Firm to provide the Specific Task, the Client is obligated to enable the Firm to perform the Specific Task and the Firm is obligated to provide the Specific Task to the Client. For this, the Parties conclude a Specific Task Agreement.
- 4.2. The Specific Task Agreement will be concluded via email, unless a Party requests the Specific Task Agreement to be concluded in writing (i.e. signed by hand or digitally).
- 4.3. The Specific Task Agreement shall be legally binding and enforceable from the time the conditions of such Specific Task Agreement are agreed between the Parties.
- 4.4. The form of the Specific Task Agreement is set out in Annex 4 of this Agreement. Provided that the conditions of the Specific Task Agreement described in Annex 4 are agreed between the Parties (i.e. via email), the Parties may deviate from conforming to the form of the Specific Task Agreement as set out in Annex 4 of this Agreement.
- 4.5. If the Firm refuses or fails to duly complete the Specific Task after the Specific Task Agreement has been concluded between the Parties, the Firm is obligated to pay a contractual penalty to the Client at the Client's request in the amount corresponding to twice (2x) the total sum of translation fee according to the Specific Task Agreement. If the Client has claimed the contractual penalty from the Firm, the Client shall not demand compensation for damage and associated costs and/or use any other legal remedies.

5. Translation fees

- 5.1. The Firm shall act as an independent Firm on its own cost and for its own account and the Client shall not be obliged to pay to the Firm any royalties or fees other than the fees and/or rates expressly agreed

upon in the Specific Task Agreement or to compensate any other kind of costs or expenses of the Firm. The Client shall remunerate to the Firm the fees and costs stated in the Specific Task Agreement.

- 5.2. The applicable translation fees of the Firm are included in the Annex 1 of this Agreement. The translation fees offered by the Firm in mini-competitions or directly at the request of the Client for providing a Specific Task may not be higher than the translation fees offered by the Firm in the Proposal and the offered fees are final. If the Firm is in breach of the previous sentence, the Client refuses the Firm's proposal for providing of a Specific Task.

6. Conflict of Interests

- 6.1. If the Firm provides or will provide translation services to any person whose interests are or probably will be in conflict with the interests of the Client in relation with providing the Specific Tasks (in the past, in the present and in the foreseeable future) to the Client, or in case of any circumstances, which harm or may harm the possibility of the Firm to act solely in the interests of the Client (hereinafter: **Conflict of Interests**), the Firm has the obligation to refrain from providing the Specific Task to the Client. For example, if the Specific Task involves the translation of documentation for a procurement, the Firm would have to refrain from providing the Specific Task to the Client if the Firm provides or probably will provide translation services to persons that have an interest in that procurement.
- 6.2. As part of the obligation of the Firm to avoid Conflict of Interest, the Firm must also refrain from providing translation services to any person whose interests are or probably will be in conflict with the interests of the Client in relation with providing the Specific Tasks (in the past, in the present and in the foreseeable future) to the Client. For example, if the Specific Task provided by the Firm involves the translation of documentation for a procurement, the Firm would have to refrain from providing the translation services to persons that have an interest in that procurement.
- 6.3. The Firm has to immediately notify the Client before taking up any assignments, if there can be doubts whether such are permissible pursuant to the obligation to avoid Conflict of Interests set forth in this Agreement. In case of doubt, the Client has the right to decide whether a Conflict of Interests situation occurs or not.
- 6.4. If the Firm violates its obligation to avoid Conflict of Interests or fails to comply with it, it shall be liable to pay to the Client a contractual penalty in the amount corresponding to thrice (3x) the total sum of translation fee according to the Specific Task Agreement if the breach took place in relation with the performance of the Specific Task, but not less than 10 000,00 EUR (ten thousand euro) for each breach of such obligation. If the Client has claimed the contractual penalty from the Firm, the Client shall not demand compensation for damage and associated costs and/or use any other legal remedies.

7. Confidentiality

- 7.1. Each Party undertakes to keep confidential the terms and conditions of the Agreement and Specific Task Agreement(s) and not to use or disclose any and all information of any kind or nature whatsoever, whether written or oral or whatsoever form, including, but not limited to, financial information, trade secrets, customer lists, any and all information and documents related to the negotiations and the subsequent performance of the Agreement and the Specific Task Agreement(s) between the Parties, which is not known to the general public (hereinafter: **Confidential Information**).
- 7.2. A Party has the right to disclose Confidential Information only if it is explicitly required to do so by law or pursuant to any order of court or other competent authority or tribunal or if such disclosure has been agreed by the other Party in writing.
- 7.3. The Firm shall maintain confidentiality of the fact that the Client has requested the Firm to provide Translation Services as well as of the information that has become known to the Firm in the provision of Translation Services. The Firm shall use the Confidential Information only for the provision of the Translation Services agreed between the Parties in the Specific Task Agreement or to perform its other obligations under the Agreement and to restrict disclosure of the Confidential Information solely to those representatives who have to know the Confidential Information in order to carry out the Translation Services or perform Firm's obligations under the Agreement.
- 7.4. If the Firm violates its confidentiality obligation, then it shall be liable to pay to the Client a contractual penalty in the amount corresponding to thrice (3x) the total sum of translation fee according to the

Specific Task Agreement if the breach took place in relation with the performance of the Specific Task, but not less than 10 000,00 EUR (ten thousand euro) for each breach of such obligation. If the Client has claimed the contractual penalty from the Firm, the Client shall not demand compensation for damage and associated costs and/or use any other legal remedies.

- 7.5. The confidentiality obligation provided in Clause 7 shall not expire in time.

8. Intellectual Property Rights

- 8.1. All copyrights and other intellectual property rights arising from the provision of Translation Services belong to the Firm. Where the results of the provision of Translation Services have been transferred to the Client, the Client has the right to use them in a way it finds it necessary and the Firm hereby grants to the Client an irrevocable license to use the copyrights and intellectual property rights in such way. The price for the license is included in the fee for Translation Services.
- 8.2. All rights and obligations in this Clause 8 are not limited in time and will be valid after the expiry of the Agreement and/or the individual Specific Task Agreement.

9. Payment and VAT

- 9.1. The Firm shall issue to the Client an invoice for the Translation Services rendered after the Specific Task has been completed or at another time agreed between the Parties in the Specific Task Agreement.
- 9.2. Invoices should be sent to the e-mail invoices@railbaltica.org and should include the following details about the contract: Identification number RBR 2017/7 and name of the contact person Linda Lappuke.
- 9.3. The term of payment of the invoice is fifteen (15) calendar days from receiving the respective invoice, unless otherwise agreed between the Parties in the Specific Task Agreement.
- 9.4. The Client shall pay the amounts shown on the invoice by bank transfer to the bank account of the Firm. Each Party bears its own bank charges.
- 9.5. The translation fees described in Annex 1, Annex 3 and Annex 4 are exclusive of VAT. The VAT treatment for the supply of Translation Services under a Specific Task Agreement shall be determined pursuant to the VAT laws of the jurisdiction where a taxable transaction for the VAT purposes is deemed to take place. If VAT is payable on any contractual amounts, the Client shall pay to the Firm an amount equal to the VAT at the rate applicable from time to time, provided that such amount shall only be required to be paid after the Firm provides the Client with a valid VAT invoice in relation to that amount. Each Party shall, on request, provide the other Party with any additional VAT invoices or other documentation required for VAT purposes.

10. The Firm is obliged to comply with the following visibility requirements:

- 10.1. Any reports, brochures, other documents or information connected with Services which the Firm produces and submits to the Client, the Beneficiary, any other third person or makes publicly available must include the following:
- 10.1.1. a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltic/Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
- 10.1.2. (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;
- 10.1.3. the European Union flag.
- 10.1.4. Requirements set in Sections 10.1.1 and 10.1.3 can be fulfilled by using the following logo:



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Connecting Europe Facility

If the Firm shall use this logo, the Firm shall ensure that elements of the logo will not be separated (the logo will be used as one whole unit) and enough free space around the logo shall be ensured;

- 10.1.5. The Firm is obliged to comply with the latest visibility requirements set by the European Union. For that purpose the Firm shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Contract the visibility requirements are published on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

11. Term and Termination of Agreement and Specific Task Agreement

- 11.1. This Agreement shall come into force upon signing by both Parties and shall be valid for 12 months or until the maximum Agreement amount shall be achieved.
- 11.2. This Agreement may be terminated by a Party by giving the other Party sixty (60) days prior written notice of termination (hereinafter: **Regular Termination**). In the event of Regular Termination, the Agreement shall remain legally binding on the Parties until, but only in respect of, all rights and obligations already created or existing prior to the date of the Regular Termination are fully performed by both Parties.
- 11.3. This Agreement may be terminated at any time on one or more of the following reasons (hereinafter: **Material Reason**):
- 11.3.1. the Client fails to make a payment where such failure has not been eliminated within thirty (30) calendar days after receipt of a written notice of failure to pay from the Firm;
- 11.3.2. a Party is dissolved, declares bankruptcy, becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- 11.3.3. a breach of confidentiality (Clause 7) occurs;
- 11.3.4. a breach of obligation to avoid Conflict of Interests (Clause 6) occurs;
- 11.3.5. the firm refuses or fails to duly complete the Specific Task after the Specific Task Agreement has been concluded between the Parties (Clause 4.5).
- 11.4. If the Material Reason with respect to a Party has occurred, the other Party may terminate the Agreement and/or the Specific Task Agreement(s) by giving the other Party a notice of termination. A notice of termination on grounds of Material Reason shall be given in writing and it shall specify the relevant Material Reason for the early termination and shall designate a particular date as the effective termination date. The early termination date may not be earlier than the day when the notice is deemed to have been received.
- 11.5. With effect from the early termination date all further payments and performance in respect of Specific Task Agreement(s) shall be released and existing duties and obligations of the Parties shall be replaced by the obligation of the defaulting Party to pay damages and contractual penalty as stated in the Agreement to the other Party.

12. Authorized Persons, Notices and Communication

- 12.1. A Specific Task Agreement may be negotiated, agreed upon, confirmed and/or signed on behalf of a Party by the persons specified by that Party for such purposes (hereinafter: **Authorized Persons**). Authorized Persons of the Parties as of signing of this Agreement are included in Annex 5 of this Agreement. Party shall notify the other Party about its Authorized Persons. Party may amend or supplement persons who are its Authorized Persons. Any notification or amendment or supplement concerning the Authorized Persons shall become effective upon changing the Annex 5 of this Agreement correspondingly.
- 12.2. Except otherwise provided in this Agreement or in a Specific Task Agreement, all Specific Task Agreements, notices, declarations or invoices sent by one Party to the other shall be at least in a format which can be reproduced in writing (i.e. email). Specific Task Agreements, notices, declarations and invoices shall be deemed received:
- 12.2.1. if delivered by hand, on the first business day following the delivery day;
- 12.2.2. if sent by post, on the fifth (5th) business day after the date of posting;
- 12.2.3. if sent by email and provided that no "out of office reply" or similar has been returned, or if sent by facsimile transmission, in which case a valid transmission report confirming good receipt has been

generated, on the day of sending or transmission, if sent or transmitted before 17:00 on a business day, or otherwise at 09:00 hours on the first business day following such sending or transmission (Latvian time applies).

- 12.3. The Parties agree that information may be exchanged electronically over the internet.

13. Miscellaneous

- 13.1. The Agreement can be amended in compliance with the provisions of Section 61. of the Public Procurement Law. Amendments and supplements to the Agreement shall be valid only when they have been prepared in writing and signed by the Contracting Parties; they shall be enclosed to this Agreement and become an integral part of it.
- 13.2. The Firm shall not be entitled to assign its rights and obligations under the Agreement or the Specific Task Agreement(s) to a third party without the prior written consent of the Client. It shall be in full discretion of the Client to agree or disagree to such assignment.
- 13.3. If at any time, any clause of the Agreement becomes illegal, invalid or unenforceable, in any respect, under the applicable law, neither the legality, validity nor enforceability of the remaining provisions of the Agreement shall in any way be affected or impaired thereby. The Parties shall, in good faith, utilize their best efforts to replace any illegal, invalid or unenforceable clause with such that is legal, valid and enforceable and comes as close as possible to the invalid clause as regards its economic intent.
- 13.4. The Agreement and the Specific Task Agreement(s) shall be construed and governed by the substantive law of the Republic of Latvia, excluding the application of its conflict of law rules.
- 13.5. Any dispute, controversy, or claim arising out of or in connection with the Agreement or the Specific Task Agreement(s), or the interpretation, execution, performance, breach, termination or (in) validity thereof, shall be settled in the courts of Latvia.
- 13.6. Signatures of the Parties: