

FRAMEWORK CONTRACT FOR TRANSLATIONS

§ 1

1. The Parties have mutually agreed that the Customer shall place orders, and the Contractor undertakes to perform, upon the Contractor's confirmation of each order, works in the scope of contracted translation of texts and their copyrighted treatment or proofreading, editing, verification of text in the matters entrusted to the Contractor within the period of the contract, which shall be hereinafter referred to as the work.
2. The work shall be original and shall not infringe any third party copyrights. The Contractor shall be obliged to cover any damage caused to the Customer's property resulting from third party claims in reference to the subject of the contract.
3. The Contractor undertakes to deliver the work developed with due care and at a high level in terms of its formal, linguistic and material qualities. Formal correctness shall be understood as compliance with reference materials and instructions of the Client pertaining to the style and character of the text, clear layout of the document, neat formatting. Linguistic correctness shall mean absence of typing, spelling, syntactic, inflectional, lexical and logical errors.

§ 2

1. The Customer shall place orders through an electronic mail system to the address of the Contractor: [•], The order shall indicate:
 - a) in the case of written translations: the relevant text, the rate and the time limit for the performance of the work,
 - b) in the case of interpreting - the place, starting date and time, expected subjects, planned duration, the rate for the performance of the work and the method of calculating the remuneration (e.g. per hour or in another way).
2. The order subject to the conditions described in para. 1 shall be confirmed though:
 - a) a confirming email message sent by the Contractor to the email address from which the Contractor received the order or
 - b) confirmation by telephone to the employee of the Customer.

§ 3

1. The Contractor shall present the text which constitutes the subject of the work for acceptance:
 - a) personally at the headquarters of the Customer - in the case of sworn translations or
 - b) by email, by uploading it to the location in the "cloud" agreed by the Parties (e.g. to an external drive) - in the case of ordinary translations.
2. The Contractor shall deliver the work in the source format so as to allow its copying to the Customer's database. In the case of sworn translations, the Contractor shall deliver the work in the form of a computer printout, with a signature and stamp.
3. Within 14 days from the day the work is presented for acceptance, the Customer shall accept the work or submit his reservations. No response on the part of the Customer within the specified time shall mean that the work has been accepted. The Contractor shall correct the work with regard to the errors indicated in the reservations. The errors shall be corrected within reasonable time which shall be specified by the Customer and shall correspond to the scope of the requested corrections. The corrected work shall be accepted in accordance with the principles described in this item.

§ 4

1. In exchange for the performed work the Customer undertakes to pay the Contractor the remuneration in the amount determined from time to time when a new order is placed in accordance with § 2 and subject to the principles specified below.
2. The amount of the remuneration, subject to item 3 below, shall be calculated on the basis of graphic characters with spaces indicated in the document statistics in the text editor on the computer of the Customer and converted into standard pages through dividing the number of the graphic characters by 1800, or otherwise, as agreed by the parties. The amount of the remuneration for interpreting shall be calculated according to the rate and principles indicated in the order.
3. The amount of the remuneration for sworn translations shall be calculated on the basis of the number of pages of the sworn translation, assuming that such pages are standard pages per 1125 characters.
4. The remuneration for the Contractor shall be paid within thirty days from the day when the Contractor delivers a bill to the Customer, issued on the basis of the work delivered and accepted in whole – for each work separately. Payment shall be made by wire transfer to the Contractor's bank account specified in the preamble. The amount paid by the Customer to the Contractor shall be less any public law liabilities payable by the Customer under applicable law.
5. The remuneration referred to in item 1 of this section shall include compensation for the following:
 - a) performance and delivery of the work in the form as agreed,
 - b) transfer of all proprietary copyrights pertaining to the work and authorisation to use the work in the scope indicated herein,
 - c) transfer of exclusive right to allow to exercise derivative copyrights pertaining to the work,
 - d) transfer of ownership of the carrier where the work is fixed,
 - e) author's supervision.

§ 5

1. The work shall be covered by statutory warranty for physical defects and legal defects. The Customer shall be obliged to examine the work not later than within 4 months from the date of its acceptance. If any defects are discovered, the Customer shall be obliged to inform the Contractor about them via email not later than within 5 days from the date when the defect is discovered. The complaint should contain a description of the defect.
2. The Contractor undertakes to verify particular components of the Work in terms of their contents – always if the Customer reports doubts regarding their correctness.
3. The Contractor undertakes to apply corrections to the translation within the reasonable time specified by the Customer and corresponding to the scope of the requested corrections.
4. For each day of delay in the application of corrections the Contractor shall pay to the Customer a contractual penalty in the amount of 5% of the gross value of the order and supplemental damages if the stipulated contractual penalty is insufficient to cover the amount of the damage suffered.

§ 6

1. The Contractor shall be fully responsible for the work performed and if the Customer suffers losses due to untimely or improper performance of the work, the Customer may claim damages from the Contractor for the losses incurred. Notwithstanding any possible damages:
 - a) for each started day of delay in the performance of the work the Contractor shall pay a contractual penalty of 10% of the gross order value for the benefit of the Customer,
 - b) if the Customer withdraws from the contract for a specific order for the reasons attributable to the Contractor, the Contractor shall pay, for the benefit of the Customer, a contractual penalty of a double gross amount for which the work was evaluated.

§ 7

1. The Contractor shall transfer to the Customer the proprietary copyrights pertaining to the performed translations. Such copyrights shall be transferred for every confirmed translation upon its delivery to the Customer in accordance with the contract.
2. The Contractor shall transfer to the Customer the proprietary copyrights pertaining to the work which constitutes a creative work within the scope of its disposal and use for an indefinite time in the fields of exploitation which include:
 - a) fixing and reproduction of the creative work in whole or in part through any means, including printing, reprography, magnetic recording and digitally,
 - b) entering the creative work into the computer memory and computer network, including through email or into “cloud”, to websites,
 - c) placing the creative work on the market in Poland and abroad,
 - d) granting the use of the creative work, its lease or rental,
 - e) making the creative work available to the public in a way that allows everybody to access it in the place and time they individually choose,
 - f) public performance, exhibition, display, presentation, broadcasting and re-broadcasting,
 - g) publication in promotional materials of the Customer and in media, free of charge.
3. Transfer of the copyrights referred to in item 1 of this section shall not be limited in terms of territory or time.

§ 8

1. The Contractor shall authorize the Customer to exercise the author’s moral rights, and in particular to decide about the form of the name and how it should be placed on the work or whether the work should be disseminated anonymously, to decide about the first publication of the work, to decide about integrity of the contents and form of the work.
2. The Contractor shall also authorize the Customer to allow to dispose of and exercise copyrights pertaining to the creative works which are derivative from the work.
3. The Contractor shall also authorize the Customer to allow to include the work in compiled creative works and in collective creative works and to allow to exercise the copyrights pertaining to such a compiled or collective creative work.
4. The authorizations specified in this item shall be unlimited in terms of time and territory, and the Contractor undertakes not to revoke them.
5. Moreover, the Contractor warrants and represents that no person shall exercise the author’s moral rights pertaining to the work against the Customer.

§ 9

Upon delivery of the said work to the Customer, the Contractor shall transfer the ownership of the carrier where it is fixed.

§ 10

1. The Contractor may not subcontract the performance of the work (without prior written consent of the Customer) and may not make the translation with the use of a translator or any other machine technique.
2. In the case of a breach of the restriction specified in item 1 of this section, the Customer shall have the right to seek a contractual penalty of PLN 20,000 (twenty thousand zlotys) and supplemental damages, if the stipulated contractual penalty is insufficient to cover the amount of the damage suffered.

§ 11

1. Within the term of this contract, the Contractor shall be obliged not to conduct any activity competitive to the business of the Customer.
2. In particular, the Contractor may not, within the term of the contract and also within two years following its expiration or termination, engage in any direct or indirect cooperation with companies or natural persons, for whom he has performed translations through the Customer, if the Customer has provided him with the details allowing identification of such an entity. Moreover, the Contractor may not engage in activities which involve encouraging companies or natural persons, for whom he has performed translations through the Customer, to discontinue cooperation with the Customer or to engage in cooperation with the Contractor or with another natural or legal person (which also includes another translation agency), including also through sending offers to such entities, providing them with other incentives (e.g. promotional materials) and targeting them with marketing activities.
3. In the event of a breach of any of the restrictions specified in item 2 of this section, the Customer shall have the right to seek a contractual penalty of PLN 50,000 (fifty thousand zlotys) for each breach and supplemental damages, if the stipulated contractual penalty is insufficient to cover the amount of the damage suffered.

§ 12

1. The Contractor hereby undertakes to ensure that all the information pertaining to the subject of this contract remains confidential within the period of the contract as well as after its termination or expiration, and in particular to keep secret all information acquired in the performance of the work and referring to the contents of the documents received, information about Clients, information acquired in interpreting.
2. Moreover, the Contractor undertakes to use the received documents solely for the purposes connected with the performance of the work and to protect it against unauthorized access.
3. In the event of a breach of the aforementioned provisions, the Customer shall have the right to withdraw from the contract with immediate effect, whereas the Contractor shall not be entitled to any portion of the remuneration for the works performed, and also he shall have the right to a contractual penalty of PLN 10,000 (ten thousand zlotys) and to supplemental damages, if the stipulated contractual penalty is insufficient to cover the amount of the damage suffered.

§ 13

1. This contract may be terminated by either party at any time upon 7 days' notice.
2. If either party terminates the contract, the translator shall be obliged to finish the work he has already been entrusted with under the orders which have been placed and confirmed. The provisions of this contract shall apply to each of such works, even if the time limit for their performance ends after the notice period.

§ 14

This contract shall not entail any effects in the scope of employee entitlements arising out of employment relationship.

§ 15

The contract shall be concluded for an indefinite period.

§ 16

Any amendment to this contract shall be made in writing under pain of nullity.

§ 17

Any matters not provided for in this contract shall be governed by the Civil Code and the Act on copyright and related rights.

§ 18

1. Any disputes which may arise out of the relationship hereunder shall be settled by a common court of proper jurisdiction for the registered office of the Customer.
2. This contract shall be governed by the Polish law, excluding any conflict of law stipulations.

§ 19

The contract has been made in two counterparts, one for each of the parties.

§ 20

1. The Party's service address shall be the address indicated on the first page of this contract.
The Contractor's email address shall be the address indicated in § 2 item 1. The Party may provide the other Party with a new service address located in Poland or a new email address. The new address must be indicated in writing or by email, whereas the new email address must be indicated in writing or through electronic mail.
2. Any document in reference to this contract shall be deemed delivered to the Party if it is delivered by registered mail, by a courier service or by a messenger to the service address last provided by that Party for the other Party in accordance with this item or by hand. If this contract allows deliveries by email, any email message shall be deemed delivered upon its being sent from the electronic mail service address last provided by the delivering Party for the other Party in accordance with this item, to the electronic mail service address last provided by the other Party to the delivering Party in accordance with this item.