



Terms and Conditions of the University Translation and Correction Service (part of the Language Centre) of the University of Groningen

Definitions

- a. **Agreement:** the agreement set out in writing between the Client and the Language Centre (UVC).
- b. **Client:** the natural or legal person who commissions work from the Language Centre (UVC), such as but not limited to a translation, editing, and other related services, hereinafter the 'Work'.
- c. **Language Centre:** the Language Centre of the Faculty of Arts of the University of Groningen. The University of Groningen is the legal entity to which the Client commissions the Work, and the user of these Conditions.
- d. **University Translation and Correction Service (UVC):** the part of the Language Centre of the University of Groningen that carries out the Work, in these Conditions referred to as the Language Centre (UVC) and Contractor.
- e. **Conditions:** the general conditions of the Language Centre (UVC).

Article 1 Applicability

- 1.1 These Conditions apply to all (quote requests, offers, or acceptances concerning) commissions and Agreements whereby the Work is delivered to the Client by the Language Centre (UVC).
- 1.2 By accepting the commission or entering into the Agreement, the Client agrees to the applicability of these Conditions.
- 1.3 Different or additional terms and conditions or other stipulations to which the Client refers in its tender, order confirmation, correspondence, invoice, or other communications are explicitly dismissed, except insofar as the conditions in question have been explicitly accepted in writing by the Language Centre (UVC).
- 1.4 Special contractual commitments agreed in writing take precedence over these Conditions.

Article 2 Commission

Acceptance of Work by the Language Centre (UVC) is conditional upon the Language Centre (UVC) first having seen and approved the commission and shall be confirmed in writing.

Article 3 Completion of Assignments

The Language Centre (UVC) shall ensure that the quality of the Work it provides complies with the standards by which experienced linguists generally assess files submitted as Work. The Language Centre (UVC) will only take account of further instructions from the Client with regard to the Work insofar as these are consistent with the quality requirements set out in the previous sentence.



Article 4 Cancellation of Commission

- 4.1 The Client has the right unilaterally to cancel a commission for a translation or correction, on condition that they inform the Language Centre (UVC) in writing. The date of receipt by the Language Centre (UVC) of the notice of cancellation shall be the cancellation date.
- 4.2 If, on receipt of a written notice of cancellation from the Client, the Language Centre (UVC) has not yet instructed a linguist to undertake the Work, the Client shall be liable to pay the costs incurred up to the time of cancellation (the administration fee).
- 4.3 If, on receipt of a written notice of cancellation from the Client, the Language Centre (UVC) has already instructed a linguist to undertake the Work, and this linguist has already commenced work (including research activities), the Client shall be liable to pay the full costs of the part of the work that has already been performed, including the linguist's fee and any additional costs on the part of the linguist, as well as any costs as referred to in Article 4.2. The Language Centre (UVC) will make the completed part of the Work available to the Client if they so wish. The Language Centre (UVC) will not be able to vouch for the quality of the Work delivered in such an eventuality.

Article 5 Invoicing and Payment

- 5.1 The invoicing process differs for external and internal clients. After receipt of the written agreement from an external client, the Language Centre (UVC) will send the Client an invoice for the agreed amount. The invoice must be paid within 30 days of the date of the invoice. Invoices for internal clients are processed by the Financial Shared Service Centre of the University. For large commissions or payment by external clients, an invoicing schedule for payment in instalments may be drawn up, in consultation with both parties.
- 5.2 If the payment period is exceeded without payment, the Language Centre (UVC) will reserve the right to retain the results of the commission until the payment has been made. In all cases, the total amount of the invoice needs to be paid, see also Article 4.3 of these Conditions.

Article 6 Liability

- 6.1 The Language Centre (UVC) shall be liable to the Client for attributable shortcomings in the implementation of the Agreement to the extent that such shortcomings result from non-compliance with the levels of accuracy and professionalism that may be expected in the implementation of the Agreement.
- 6.2 The liability of the Language Centre with regard to damage/losses suffered by the Client as the result of late delivery, errors, omissions, incorrect terminology, or other errors in the Work supplied by the Language Centre (UVC) shall be restricted to the demonstrable direct damage/loss suffered by the Client, on condition that this does not exceed the sum of the agreed fee and other costs agreed for the Work. The Language Centre (UVC) shall not be liable for any consequential damage on the part of the Client or any third party, including at least trading loss, consequential loss, loss due to delays, and loss of profit.
- 6.3 The Language Centre (UVC) shall not be liable for any errors, omissions, incorrect terminology, or other errors as a consequence of ambiguity or lack of clarity in the information provided by the Client.



- 6.4 The Language Centre (UVC) shall not be liable for damage resulting from the loss, destruction, or damage of manuscripts, documents, papers, or books entrusted to it, except in the event of gross negligence. The Client submits their texts to the Language Centre (UVC) at their own risk.

Article 7 Objections

If the Client has a complaint with regard to the Work commissioned from the Language Centre (UVC), the Client must notify the Language Centre (UVC) within eight (8) business days (the first day being the day after the Work has been sent to the Client). Parties shall then consult with each other in order to find a satisfactory solution, in accordance with the quality of the Work as described in the first sentence of Article 3.

Article 8 Intellectual Property

- 8.1 The Client guarantees that the commission, including the materials submitted by the Client, do not infringe on any rights of third parties and therewith indemnifies the Language Centre (UVC) against all claims.
- 8.2 The Language Centre (UVC) guarantees that the provision of the agreed commission and the normal use thereof, in the broadest sense, will not infringe on any intellectual property rights granted to third parties.
- 8.3 All intellectual property rights that are encumbered on Work produced by the Language Centre (UVC) for the Client accrue to the Language Centre (UVC). The Contractor will not use the Work for any other purpose than to complete the commission and will not make any copies of them without written permission from the Client.

Article 9 Confidentiality

- 9.1 The Contractor must not disclose, in any way, any of the information received during the execution of the commission, if said information is known to be confidential or should reasonably be assumed to be confidential, except in situations in which disclosure is required by a statutory regulation or court ruling.
- 9.2 The Contractor is entitled to use confidential data that:
- a. are already in their possession without any duty of non-disclosure
 - b. have been developed by the Contractor independently
 - c. have been obtained from a source other than the Client without any duty of non-disclosure
 - d. are freely available at the time of receipt, or have been made freely available afterwards without the Client playing any role, or;
 - e. are made known to another party by the Client without any duty of non-disclosure.

Article 10 Applicable law and jurisdiction

- 10.1 All commissions and Agreements of the Language Centre (UVC) are subject to Dutch law. The applicability of the United Nations Convention on the International Sale of Goods 1980 (CISG/Vienna Sales Convention) is excluded.
- 10.2 All disputes between the Client and the Language Centre (UVC) will be resolved in joint consultation.



10.3 In exceptional cases where the Client and the Contractor are not able to resolve the dispute, these will be submitted exclusively to the North Netherlands District Court (Groningen location), notwithstanding the Client's right to serve a summons on the Contractor to appear before the competent court of the place where the Client resides or has a registered office.

Article 11 Contact details

University of Groningen

Department: University Translation and Correction Service (UVC) of the Language Centre

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