



## **Framework Contract**

A14.076a

Between

FIT and DFKI



## 1. Framework Contract

The

Deutsches Forschungszentrum für Künstliche Intelligenz GmbH

Trippstadter Str. 122  
D-67663 Kaiserslautern, Germany

– hereinafter “DFKI” –

and

Fédération Internationale des Traducteurs  
c/o REGUS  
57 rue d’Amsterdam  
F-75008 Paris  
– hereinafter “FIT” –

Intend to collaborate under this framework contract.

## 2. Purpose of Intended Collaboration

This framework contract is formed based on the mutual interest of DFKI and FIT. FIT is universally recognized as the major international organization representing the translator community as a whole and has great reach into the world of human translators. DFKI is a leading organization in the field of machine translation (MT) research. In the past, MT researchers and human translators have had little interaction, resulting in the development of MT systems independent of human translators. These system typically do not take into account the needs of the humans who must interact with them (e.g., through post-editing entire documents or using segments of MT results in translator productivity tools).

By working together, DFKI and FIT can overcome this legacy of poor communication to ensure that the voice of translators is heard in development and that translators are aware of the latest developments. While it is not anticipated that the two communities will agree on everything, having an open and mutual dialogue is vital for both parties. In line with the desire for dialogue, FIT’s reach and insight into the translation/localization industry and DFKI’s engagement with the MT development community represent complementary areas of expertise.

DFKI and FIT have already worked successfully together in the EU-funded QTLaunchPad project, which ended in June 2014. This contract establishes a simplifying framework for continuing and extending this fruitful collaboration to a wide range of joint activities.



Intended projects in this framework contract will aim to bring together these two communities to produce concrete, usable resources for industry where both DFKI and FIT will benefit from collaboration. The collaboration includes dissemination of results, research, and development activities, as well as event organization, data gathering, and annotation, primarily in the following areas:

- Translation/localization tool usage and capabilities
- Translation quality assessment and evaluation
- Language and translation resources, such as annotated translation units
- Translation-oriented standards and standardization activities
- Outreach from industry to the academic and research communities on translation- and language-related topics

### 3. Ways of Collaborating

The collaboration between FIT and DFKI shall be established in terms of individual *projects* within the realm of this framework contract. Each *project* will be executed under a separate project contract (cf. Appendix 1). Regulations in a particular project contract shall prevail over the general specifications in this framework contract.

In each *project*, DFKI and FIT are either the *contractor* (carrying out the work) or the *client* (assigning the work).

Through the *projects*, DFKI and FIT will provide to each other consultation, services and software solutions to problems identified by either side. *Client* will remunerate *contractor* for its efforts as specified in the *project* contracts.

*Contractor* will assign to *projects* employees and subcontractors with the optimum qualifications at their own discretion. *Contractor* will strive to carry out the work with excellent quality and in a timely manner.

*Projects* with a clearly identifiable solution will be contracted for a lump sum. *Projects* providing ongoing services will be contracted by an hourly rate.

From time to time, DFKI and FIT will have consultations about the current state of running, recently completed and upcoming *projects*.

### 4. Intellectual Property Rights

*Client* shall have the exclusive right to use, modify, duplicate, improve, develop, publish and sell IPR created within a *project*. Any preexisting IPR of *contractor* identified in a project description or added by *contractor* during a *project* shall remain the property of the *contractor*. *Client* shall be granted a non-exclusive license to use it within the context defined by the *project*, free of charge.

### 5. Schedules and Acceptance

The duration of a *project* begins at the project kick-off date. The kick-off date is not earlier than the date of the signed *project* contract.



The acceptance or rejection of work carried out by *contractor* within a *project* shall be confirmed by *client* in writing after each milestone specified in the *project* contract. If the work results differ from the description of work, *client* can refuse to accept the respective deliverable. In such a case *client* must inform *contractor* in writing and provide the opportunity for subsequent improvement within an appropriate time limit. There is no right to refuse the acceptance because of insignificant differences.

If *client* does not provide any statement on the acceptance of a milestone within three weeks after its delivery, it is classified as accepted.

## 6. Payments

*Projects* offered for a lump sum have an initial payment of 10% and payments for each accepted milestone as specified in the *project* contract.

*Projects* based on an hourly rate are paid on a regular basis as specified in the *project* contract. *Contractor* will keep a project account sheet listing activities, estimated effort in hours, delivery date, and effective effort in hours (cf. Appendix 2). After *client* has contracted an activity, *contractor* will to the best of its knowledge estimate the effort and fill out an entry in the project account sheet. *Contractor* will inform *client* immediately if the effort for an activity will exceed its estimated effort. If upon such notice *client* decides to cancel the activity, *contractor* may charge for the effort spent so far.

All amounts invoiced shall be inclusive of VAT, where the obligation to charge VAT applies. All invoices have to be paid within 30 days after the invoice date. All fees and transfer costs related to payments are borne by *client*.

## 7. Liability and Warranty

The liability of *contractor* and of its statutory or authorized representatives and employees is confined to intent and gross negligence.

In cases of slight negligence *contractor* shall only be liable as far as *contractor* has breached a material contractual obligation (Kardinalpflicht). In such cases, the liability is limited to the foreseeable, typically occurring damage, restricted to the extent of the total volume of the *project* contract offered.

The provisions above shall not apply in cases of injuries to life, body or health. Liability under the German Product Liability Act shall remain unaffected.

In the case of defects of the work, *client* has to notify of these defects to *contractor* in writing in the most comprehensible and reproducible manner possible. The warranty obligation of *contractor* is limited to its discretion to subsequent improvement. In case the second attempt of subsequent improvement fails, the regulations concerning warranty given by German Civil Law (§§ 631ff. BGB) shall apply.



## 8. Confidential Information

*Contractor* shall treat and maintain all or any part of confidential information (identified and designated as confidential) in strict confidence, taking all the necessary steps to safeguard the confidential information and shall not disclose the confidential information to any third party, or to any employee who does not have a need to know such confidential information without the prior written consent of *client*.

## 9. Duration of Contract

This framework contract shall be concluded for a three-year period of time with the option of an extension in writing. It can be terminated by either party with one month's prior notice to the end of a quarter. If a *project* is under way at the end of that quarter, the effective termination date shall be the day all mutual obligations from the respective project contract are fulfilled.

## 10. General Provisions

This framework contract is non-exclusive in nature. Either FIT or DFKI is at liberty to enter into similar contracts with other organisations, including competitors of FIT or of DFKI.

Should differences arise, FIT and DFKI are committed to resolving them to the mutual satisfaction of both parties. Disputes that cannot be solved amicably shall be finally settled using arbitration. The place of arbitration shall be the place of the registered office of *client* if not otherwise agreed. The language of arbitration shall be English. The award of the arbitration will be final and binding upon the parties.

This Contract is subject to German law without giving effect to German law's conflicts of law provisions. The regulations of the UN convention on the International Sale of Goods (CISG) are excluded.

If any provision of this Contract is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Contract to the fullest extent possible.



## 11. Signatures

Deutsches Forschungszentrum  
für Künstliche Intelligenz GmbH

Kaiserslautern,  
\_\_\_\_\_

Dr. Walter G. Olthoff  
CFO

Fédération Internationale des  
Traducteurs

Paris, \_\_\_\_\_

Henry Liu  
President



## Appendix 1: Skeleton project contract

The following items shall be contained in a *project* contract offered for a lump sum.

1. Preamble: reference to framework contract
2. Project theme and tasks
3. Work package descriptions
4. Milestones (dated deliveries)
5. Payment: Lump sum, percentages per milestone
6. Schedule: Kick-off date, completion

The following items shall be contained in a *project* contract offered by the hourly rate.

1. Preamble: reference to framework contract
2. Project theme and tasks
3. Service descriptions
4. Payment: hourly rate, first payment date, payment interval
5. Duration of contract (cancellation regulation)

## Appendix 2: Project sheet

The following table shall be used for project contracts offered by an hourly rate.

No	Date	Service description	Est. #hrs	Due date	#hrs	Acc?
1	04/25/2014	Annotate translation issues in the provided bitext, using MQM metric DFKI-376	1	05/31/2015		
2						