

Content

Initial Contract	page 2
Addendum 2012	page8
Addendum 2013	page 10

CONTRACT

between

The **INTERNATIONAL FEDERATION OF TRANSLATORS**, an international association with its registered office in Paris, France, represented by its president Marion Boers, duly mandated in terms of a resolution adopted by the Council of the Association (hereinafter referred to as "FIT")

and

JEANNETTE DYNNES ØRSTED of **ORSTEDconsult**, resident at Schützengraben 3, CH - 4051 Basel, Switzerland (hereinafter referred to as "J Ørsted")

The parties agree as follows:

1. PURPOSE OF THE CONTRACT

- 1.1 J Ørsted is engaged by FIT to provide executive management and secretariat services for FIT. She will carry the title Executive Director.

2. DUTIES AND OBLIGATIONS OF THE EXECUTIVE DIRECTOR

- 2.1 J Ørsted will provide the facilities listed in the request for proposals issued in June 2010 and attached hereto as Appendix 1. She will provide her own computer facilities. FIT will be responsible for the cost of calls on the telephone and fax line(s), but other expenses related to the "Secretariat Specifications" will be covered by J Ørsted.
- 2.2 J Ørsted will perform the tasks listed under "Work Description" in Appendix 1. The list is not exhaustive and may be amended or extended by mutual agreement.
- 2.3 J Ørsted will make 20 hours a week available for this work.
- 2.4 J Ørsted will ensure that daily back-ups are made of all FIT documentation and other relevant items, that the back-ups are safely stored and that systems can be restored according to an agreed disaster recovery plan in the event of a break-down.
- 2.5 J Ørsted will arrange for FIT duties to be managed during periods when she is away or unavailable for other reasons, as arranged with FIT.

3. DUTIES AND OBLIGATIONS OF FIT

- 3.1 In consideration for the services provided, FIT will pay J Ørsted an annual fee of USD42 000,00 per year, of which USD12 000,00 will cover the cost of the premises and facilities and USD30 000,00 will be for salary, taxes and social security expenses.
- 3.2 Payment will be made on a monthly basis upon submission of an invoice to FIT no later than ten days after receipt of the invoice.
- 3.3 Additional hours worked by arrangement and/or on special projects will be charged at USD45,00 per hour.
- 3.4 Costs incurred on behalf of FIT will be billed directly to FIT where possible or reimbursed against receipts.

3.5 All expenses incurred in attending FIT meetings – Council, Executive Committee and Congresses – will be reimbursed by FIT against receipts.

4. TERM OF CONTRACT

4.1 This contract comes into force on 1 October 2010 for a period of two years, whereafter it will be automatically renewed for a further 12-month period each 1 October unless either party gives notice of termination of the contract at least six months prior to 1 October.

4.2 Fees for the next period will be discussed and agreed upon each renewal.

4.3 Should early termination of this agreement become necessary for any reason whatever, six months' notice of termination will be required.

4.4. This contract will be governed by Swiss law and the courts of Basel, Switzerland, will have jurisdiction.

4.5 Any disputes must be settled through negotiation and, if necessary, mediation.

4.6 Any notice required in terms of this contract must be given in writing and sent by email or fax, with receipt to be acknowledged within three working days by the other party. The contact details to be used are as follows: For FIT: Those of the President at the time: For J Ørsted: secretariat@fit-ift.org and +41 (0)61 225 44 10.

5. PERFORMANCE AND CONFIDENTIALITY

5.1 In the event that the services provided by J Ørsted are not being performed to the satisfaction of FIT, FIT must provide substantiated reasons and J Ørsted will make every effort to remedy the deficiencies to a mutually agreeable standard.

5.2 Both parties agree to keep confidential any information relating to the other party's business of which they become aware through their association under this agreement.

6. AMENDMENTS

6.1 Any amendment to the contents of this agreement must be made in writing and signed by both parties and will form an integral part of this contract.

In witness whereof the parties have signed this contract, in two identical copies in the English language, in Basel, Switzerland,

on the _____ day of _____ 2010

Marion Boers, President
International Federation of Translators

Jeannette Dynnes Ørsted
ORSTEDconsult

Appendix 1



FÉDÉRATION INTERNATIONALE DES TRADUCTEURS INTERNATIONAL FEDERATION OF TRANSLATORS

Siège/Registered Office : Certex, 22, rue de la Pépinière, 75008 Paris, France.

Secrétariat : 2021, avenue Union, Bureau 1108, Montréal (Québec) H3A 2S9 Canada
Tél. / Tel.: +(1) 514-845-0413, Téléc. / Fax: +(1) 514-845-9903, Courriel / E-mail: secretariat@fit-ift.org

REQUEST FOR PROPOSALS

EXECUTIVE MANAGEMENT AND SECRETARIAT OF FIT

Introduction

FIT is an international federation of associations of translators, interpreters and terminologists gathering more than 100 member associations from all over the world. Its purpose is to promote professionalism in the disciplines it represents. FIT is also concerned with the conditions of professional practice in various countries and strives to defend translators' rights in particular and freedom of expression in general. FIT maintains formal consultative relations with UNESCO. (For further information, refer to the FIT website at www.fit-ift.org.)

To meet these objectives, the FIT members elect a Council of 17 members, from which an Executive Committee of six members is selected. There is also a permanent Secretariat, currently located in Montreal, Canada, which works together with the FIT Council and Executive Committee, and most closely with the FIT President and Secretary General. The Council generally holds one meeting a year and the Executive Committee holds three meetings a year; every third year there is an additional meeting for each. FIT holds a general assembly every three years.

Purpose of RFP

FIT is seeking a service-provider to supply the competences and work input needed to run the FIT Secretariat. The FIT Secretariat is the point of contact between FIT and its members and the public. The service-provider will work directly with the FIT Executive Committee and the FIT Council. The responsibilities include strategic planning as well as coordination, administration and secretarial tasks. At present 90% of the work is administrative in nature, but the ratio could change in time.

Competences and skills needed (See Appendix A)

The service-provider is ideally an association professional with relevant credentials and experience to conduct association matters. However, an organization or individual with the necessary competences and skills will also be considered.

The service-provider must have strong command of both English and French as well as good spoken and written communication skills.

The service-provider should have experience of international financial/banking affairs and a knowledge of currency exchange and valuation issues.

The service-provider should be able to use the following software:

- Microsoft Office 2007 (Word, Excel, PowerPoint)
- Accounting software (FIT currently uses Simple Accounting 2007)
- Microsoft Access 2007
- Microsoft Outlook
- Adobe Acrobat or equivalent program that can convert Word files to locked PDF files

They should also have sufficient skills to update the CMS-based elements of the federation's website.

This request for proposals is published on the basis of a minimum of 20 hours per week, but circumstances may require both flexibility and a provision of additional hours subject to negotiation. In time, a full-time service may be required.

Contract Duration

A two-year contract is proposed, automatically renewable upon agreement by FIT and the service-provider.

The starting date is 1 October 2010.

Fees

The proposal should include the total fees, including taxes, on an annual basis, for the work detailed in Appendix A.

The proposal should also include information on an hourly fee for special projects.

Secretariat Specifications

The service-provider should supply:

- A dedicated, fully equipped office [running costs such as electricity, taxes and liability insurance to be assumed by the service-provider]
- Access to meeting rooms if required
- A dedicated phone line with a message recording tool
- A dedicated fax number and a fax machine
- A postal address and FIT signage
- A high-speed Internet connection
- A photocopier and scanner
- Storage for the FIT archives (approximately 50 boxes ± 40 x 30 x 30 cm; contents: mainly books and files)

Submission of RFP

Proposals must be submitted by e-mail (as e-mail attachment) to the FIT President (president@fit-ift.org) and must be received no later than 17:00 EST on 17 July 2010. A copy of the proposal must be sent simultaneously to the FIT Secretariat (secretariat@fit-ift.org).

Proposals must include:

- A letter of interest
- Proposed staffing arrangements (allocation of duties, CV/details of the person(s) who will be assigned to the FIT tasks, back-up at times of illness or leave, etc.)
- A statement describing the service-provider's experience in association management or similar projects
- The annual fees (including taxes) and the hourly fees for special projects
- If the service-provider is located within a management service company or translation and interpreting association, the name of the company or the association and the allocation and separation of administrative duties

Terms and Conditions

FIT reserves the right:

- To reject any or all of the proposals received
- To negotiate with a bidder on any or several aspects of the proposal submitted
- To accept a proposal in whole or in part
- To cancel the RFP or to issue a new one at any time

Information

For further information concerning this Request for Proposals, please contact:

President of FIT, Marion Boers
president@fit-ift.org

Tel: (514) 845-0413
Fax: (514) 845-9903

21 June 2010



FÉDÉRATION INTERNATIONALE DES TRADUCTEURS INTERNATIONAL FEDERATION OF TRANSLATORS

Siège/Registered Office : Certex, 22, rue de la Pépinière, 75008 Paris, France.

Secrétariat : 2021, avenue Union, Bureau 1108, Montréal (Québec) H3A 2S9 Canada
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REQUEST FOR PROPOSALS

EXECUTIVE MANAGEMENT AND SECRETARIAT OF FIT

APPENDIX A

Work Description

- Strategic insight: Alert the FIT executive to possible actions, projects or topics of interest to the needs of the FIT membership.
Participate in strategic planning and the implementation of such plans
- Membership: Reply to membership applications and forward relevant documentation
Organize e-vote for admission of new members
Manage the membership database (currently on Microsoft Access – this could be changed)
Perform annual billing of membership renewal dues
Send receipts confirming payment
Send reminders to members who fail to renew
- Communication: Receive mail and reply or forward to persons concerned
Answer calls and emails
Draft correspondence, emails, public notices
Perform mass emailings to members (2 to 4 emailings per month)
Give assistance with FIT publications as necessary [*FIT Flash* (3 issues a year), *Translatio* (4 issues a year)]
Liaise with printers, editors and advertisers
Post documents on the FIT website
Liaise with the FIT Webmaster
Manage the FIT ID Card project (issue ID cards, renewals, etc.)
Liaise with FIT Committees
- Accounting: Make deposits and payments in US dollars and Euros
Record accounting data
Prepare documents for annual auditing and liaise with Auditor
Work closely with the Treasurer of FIT to monitor the financial affairs of FIT and to prepare required reports and budgets in a timely manner.
- Meetings: Prepare agenda, collate and forward documents required for the 3 meetings a year (Executive Committee and Council meetings)
Attend one Council meeting a year (travel expenses reimbursed by FIT)
Prepare the minutes of the annual Council meeting and possibly also of the EC meetings
Follow up on decisions taken at the meetings
Organize e-votes on different issues between meetings
- Statutory Congress (General assembly):
Note: Statutory congresses are held every three years. The next congress takes place in August 2011; preparations start 12 months in advance.
Prepare the invitations to the Statutory Congress (once every three years)
Manage the registration list
Collate the reports and all the material for the Statutory Congress
Manage the logistics of the FIT prizes (invitation, communication with jury members, communications with recipients, ceremony, etc.)

Manage the registration desk on site
Attend the Statutory Congress

- Support to FIT Executive and Council members:

Assist the Secretary General on a regular basis

Monitor, with the Secretary General, the performance of paid consultants, contractors, and volunteers who assist in the work of FIT

Keep in close contact with the President, the Secretary General, the Treasurer, and appropriate others on all relevant issues

Assist in maintaining links with UNESCO and other international partners

21 June 2010

ADDENDUM TO THE CONTRACT

between

The **INTERNATIONAL FEDERATION OF TRANSLATORS**, an international association with its registered office in Paris, France, represented by its president Marion Boers, duly mandated in terms of a resolution adopted by the Council of the Association (hereinafter referred to as "FIT")

and

JEANNETTE DYNNES ØRSTED of **ORSTEDconsult**, resident at Schützengraben 3, CH - 4051 Basel, Switzerland
(hereinafter referred to as "J Ørsted")

relating to J Ørsted's appointment as Executive Director of FIT and signed on 14 October 2010

The parties agree as follows:

1. PURPOSE OF THE ADDENDUM

1.1 The purpose of the addendum is to adjust the fees and other conditions of the original contract, for the renewal period October 2012 to September 2013.

2. FEES

2.1 For the period October 2012 to September 2013 FIT will pay J Ørsted a monthly fee of CHF 2 625,00 for salary, taxes and social security expenses in exchange for 20 hours' work a week.

2.2 In addition, FIT will pay J Ørsted a further CHF 50,00 monthly to cover telephone costs.

2.3 FIT will also cover the costs of any contracts related to business addresses for the Federation.

2.4 The fee for special projects will be CHF 42,00 per hour.

3. DUTIES

3.1 Both parties take cognisance of the fact that J Ørsted is contracted for 20 hours per week. The scale of work necessary to run FIT efficiently cannot always be accommodated within these limits. Extra hours worked that are not part of agreed projects will be charged for on a quarterly basis at the normal rate.

3.2 The parties will identify tasks that can be undertaken on a project basis outside the contracted time. These projects will be paid for at the special project rate and will be agreed in advance by the executive director and the FIT president in consultation with the FIT executive committee.

In witness whereof the parties have signed this contract addendum, in two identical copies in the English language

in Basel, Switzerland

on the _____ day of _____ 2012

Jeannette Dynnes Ørsted
ORSTEDconsult

Witness:

in Johannesburg, South Africa

on the _____ day of _____ 2012

Marion Boers, President
International Federation of Translators

Witness:

ADDENDUM TO THE CONTRACT

between

The **INTERNATIONAL FEDERATION OF TRANSLATORS**, an international association with its registered office in Paris, France, represented by its president Marion Boers, duly mandated in terms of a resolution adopted by the Council of the Association (hereinafter referred to as "FIT")

and

JEANNETTE DYNNES ØRSTED of **ØRSTEDconsult**, resident at Schützengraben 3, CH - 4051 Basel, Switzerland (hereinafter referred to as "J Ørsted")

relating to J Ørsted's appointment as Executive Director of FIT and signed on 14 October 2010 and amended on 14 November 2012

The parties agree as follows:

1. PURPOSE OF THE ADDENDUM

- 1.1 The purpose of the addendum is to adjust the conditions of the original contract, for the renewal period starting in October 2013.

2. FEES

- 2.1 The fees payable to J Ørsted for the period starting on 1 October 2013 remain the same as agreed in the 2012 addendum.
- 2.2 Fees will remain fixed until adjusted through a further addendum to the agreement. Fees will be reviewed for 2015 and thereafter with each renewal of the contract.

3. DUTIES

- 3.1 Further to the clauses relating to duties in the 2012 addendum, the parties agree to adjust J Ørsted's schedule of duties to the following to better reflect changes that have been made since the original contract came into force in 2010:

Strategic insight:	<ul style="list-style-type: none">• Alert the FIT executive to possible actions, projects or topics of interest to the needs of the FIT membership• Participate in strategic planning and the implementation of such plans
Membership:	<ul style="list-style-type: none">• Reply to membership applications and forward relevant documentation• Organize e-vote for admission of new members• Manage the membership database• Perform annual billing of membership renewal dues• Send receipts confirming payment• Send reminders to members who fail to renew
Communication:	<ul style="list-style-type: none">• Receive mail and reply or forward to persons concerned• Answer calls and emails• Draft correspondence, emails, public notices• Perform mass emailings to members as necessary• Prepare information bulletins and news items for members• Give assistance with FIT publications as necessary• Liaise with translators, printers, editors and advertisers as necessary• Liaise with the FIT Webmaster• Post documents on the FIT website• Liaise with FIT Committees

Accounting:	<ul style="list-style-type: none"> • Make deposits and payments • Liaise with the bookkeeper • Record and prepare accounting data as necessary for the bookkeeper • Work with the bookkeeper to prepare for the annual audit and liaise with the auditor • Work closely with the Treasurer of FIT to monitor the financial affairs of FIT and to prepare required reports and budgets in a timely manner
Meetings:	<ul style="list-style-type: none"> • Prepare agenda, collate and forward documents required for EC and Council meetings • Attend the annual Council meetings (travel expenses reimbursed by FIT) • Attend EC meetings, if the EC so decides, both virtual and physical • Prepare the minutes of Council and EC meetings where requested • Follow up on decisions taken at meetings • Organize e-votes on issues between meetings
FIT World Congress (Statutory and Open):	<p>Note: Statutory congresses are held every three years and preparations start 12 months in advance.</p> <ul style="list-style-type: none"> • Liaise with the Congress organisers and assist as necessary with tasks related to the Open Congress • Prepare the invitations to the Statutory Congress • Manage the registration list • Collate the reports and all the material for the Statutory Congress • Manage the logistics of the FIT prizes (invitation, communication with jury members, communications with recipients, ceremony, etc.) • Manage the registration desk on site • Attend the Statutory Congress
Support to FIT Executive and Council members:	<ul style="list-style-type: none"> • Assist the President and Secretary General on a regular basis • Monitor, with the relevant office-bearers, the performance of paid consultants, contractors and volunteers who assist in the work of FIT • Keep in close contact with the President, the Secretary General, the Treasurer, and appropriate others on all relevant issues • Assist in maintaining links with UNESCO and other international partners

3.2 It is agreed that the FIT archives will be digitised as far as possible and the requirement for storage for FIT archives in the original contract will then fall away. Arrangements will be made for publications to be archived in university libraries or other facilities.

4. TERM OF ADDENDUM

4.1 This addendum comes into force on 1 October 2013 and will remain in force for a period of three years, unless terminated by either party with at least six months' notice.

In witness whereof the parties have signed this contract addendum, in two identical copies in the English language in Johannesburg, South Africa, on the 24th day of March 2014.

 Jeannette Dynnes Ørsted
 ORSTEDconsult

 Witness:

 Marion Boers, President
 International Federation of Translators

 Witness:

