



**MAN General Terms and Conditions of Purchase  
for Interpreting Services,  
General Procurement Division (version: 01/06/2018)**



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# **MAN General Terms and Conditions of Purchase for Interpreting Services, General Procurement Division (version: 01/06/2018)**

## **1 Validity of the contractual conditions/contractual elements**

### **1.1**

These conditions shall supplement

- The MAN General Terms and Conditions of Purchase, General Procurement Division.

### **1.2**

The contractual elements shall appear in the following order, as far as available and not otherwise agreed:

#### **1.2.1**

- The MAN order letter

#### **1.2.2**

- The minutes of negotiation meetings in chronological order

#### **1.2.3**

- These Terms and Conditions of Purchase

#### **1.2.4**

- The MAN General Terms and Conditions of Purchase, General Procurement Division

#### **1.2.5**

- The MAN operational resources specifications

#### **1.2.6**

- The service request or service description (with particular, but not exclusive reference to the specifications) issued by MAN

#### **1.2.7**

- The relevant generally recognised rules for performing interpreting services

## **2 Verification obligations of the contracting party**

As far as possible, the contracting party shall report any omissions, errors, ambiguities or similar that it has noticed and establish clarity as regards the content to be interpreted by querying. Performance of the interpreting service.

### **3.1**

The contracting party shall be obliged to provide an accurate verbal translation of the spoken or read text from the source language to the target language, in terms of its language and content. The contracting party shall work to the best of its knowledge and ability and according to the principles of due diligence.

### **3.2**

The contracting party shall be obliged to treat all facts and other circumstances of which it becomes aware in connection with its activities for MAN with the strictest of confidence. In particular, the contracting party must not make any information concerning commercial or technical details, developments, trials, new products or plans accessible to third parties.

The contracting party shall ensure by means of suitable and separate agreements with all its employees that they also comply with the duty of confidentiality in accordance with the aforementioned regulations.

### **3.3**

Without the separate consent of MAN, the contracting party must not forward to third parties any documentation provided for whatever reason by MAN. The contracting party shall ensure by means of



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separate, suitable agreements with its employees that they also comply with the aforementioned obligation. At the latest after completion of the interpreting services, all documentation provided by MAN must be returned to the customer on site without it having to be requested.

### **3 Copyright**

In the event that copyrights are generated as a result of the interpreting service provided by the contracting party or a recording thereof, the contracting party shall grant MAN the exclusive right to use the interpretation to the full extent as determined by the purpose of the interpretation.

MAN shall be entitled to transfer or grant its full right of use to third parties, with or without charge.

### **4 Contractual penalty**

If the contracting party culpably violates its duty of confidentiality set out in Sections 4.2 and 4.3, it shall incur a contractual penalty for each instance of violation of the duty of confidentiality amounting to double the fee for the interpreting service concerned. MAN shall be entitled to assert claims for further damages against the contracting party, taking into account the contractual penalty incurred.

### **5 Contractual penalty**

If the contracting party culpably violates its duty of confidentiality set out in Sections 4.2 and 4.3, it shall incur a contractual penalty for each instance of violation of the duty of confidentiality amounting to double the fee for the interpreting service concerned. MAN shall be entitled to assert claims for further damages against the contracting party, taking into account the contractual penalty incurred.

### **6 Fees**

#### **6.1**

The contracting party's fee is determined based on the regulations of the separate fee agreement.

#### **6.2**

In the event that the interpretation is recorded for public media, the contracting party shall have the right to a recording fee. If this recording fee is not specifically agreed, it shall amount to half the daily fee.

#### **6.3**

If an accepted assignment is cancelled less than six weeks before the first working day, the interpreter shall be entitled to payment of the remuneration, if and to the extent that he/she was not able to find alternative work for this day despite endeavouring to do so. A claim for the cancellation is to be asserted in writing against MAN for the actual amount, if possible within two weeks after the end of the original assignment (one letter for each cancelled assignment). Despite cancellation, the signed copy of the contract must be sent back. The remuneration for (pro-rata) days lost shall correspond to (a maximum of) the agreed daily fee for the cancelled day(s). In the case of cancellations that are announced more than six weeks before the start of the assignment, MAN shall only reimburse appropriate costs that are proven to have been unavoidable for the contracting party as a result of the contracted assignment; no cancellation fee will be paid.

### **7 Liability**

The contracting party's liability is based on the legal regulations.

### **8 Place of performance**

The place of performance for the contracting party's obligations shall be the place specified in the order letter.