

Call for Tenders: Translation of Russian Documents into English

Client: Project Coordinator Ludwig Boltzmann Gesellschaft – Ludwig Boltzmann Institute for Digital History, Hofburg, Batthyanystrasse, Mezzanin, 1010 Vienna, Austria

Task Leader: CERCEC – Center for Russian, Central European and Caucasian Studies (Centre National de la Recherche Scientifique), 54 boulevard Raspail 75006 Paris, France

Mission

Translating archival documents from Russian into English

Tasks

Translating archival documents selected and provided by the CERCEC team

Type of documents: official reports, caption sheets, ego-documents; they are both handwritten and typewritten.

Requirements: The documents will have to be translated as close as possible to the original but in proper English.

Estimated words: about 120,000.

Skills

Fluency in Russian and in English

Conditions

Text translation

- A successful test translation will have to be provided to receive an assignment.

Financials

- Upon completion of the work, providing an invoice in Euros indicating the work done, the hours spent on the work, the amount charged and all necessary information for bank transfers.

Working environment

- Working in collaboration with Task Leader CERCEC: Sarah Gruszka, Valérie Pozner, Irina Tcherneva; regularly keeping them informed about the progress of work
- Working in collaboration with the international team of the project in case of technical issues



Schedule

- The translations shall be provided and remunerated according to a schedule to be agreed upon assignment of the mission within the time frame from October 2021 to mid-December 2021.

Policies

- The mission will be formally assigned through the client's confirmation in writing that the offer has been accepted. Work will only be remunerated after formal assignment of the mission.
- Translations to be provided with the original Russian text next to its English translation.

General Contractual Conditions

- The VHH General Contractual Conditions (Client: Project Coordinator Ludwig Boltzmann Gesellschaft – Ludwig Boltzmann Institute for Digital History, Hofburg, Batthyanystrasse, Mezzanin, 1010 Vienna, Austria) for Tenders as of September 10, 2021, apply.

Please send your offer until September 24, 2021, by email to:

ingo.zechner@history.lbg.ac.at

Cc:

sema.colpan@history.lbg.ac.at

sarahanna.gruszka@gmail.com

Your offer must include:

- Your full name
- Your postal address
- Your email address
- Any indication that you are self-employed
- Our postal address: Ludwig Boltzmann Institute for Digital History (LBIDH), Hofburg, Batthyanystrasse, Mezzanin, 1010 Vienna, Austria
- A reference to the call
- The confirmation that you accept the terms of the call
- The confirmation that you accept the VHH General Contractual Conditions
- The hourly rate that you charge for your services (in Euros)
- The maximum hours of your availability per week

VHH GENERAL CONTRACTUAL CONDITIONS FOR TENDERS

Client: Project Coordinator Ludwig Boltzmann Gesellschaft – Ludwig Boltzmann Institute for Digital History, Hofburg, Batthyanystrasse, Mezzanin, 1010 Vienna, Austria

As of 2021-09-10

This VHH General Contractual Conditions for Tenders form an integrating part of this contract.

1. Only agreements in written form are obligatory for both contracting parties. The requirement of the written form also applies to any changes of and supplements to the contract.
2. The contractor¹ shall perform the services independently and shall be bound neither to working hours nor to a place of work. The contractor shall bear the business risk.
3. As soon as any circumstances become recognisable to the contractor, which may jeopardize the contractual performance of the order, he has to inform the client immediately in writing about these circumstances and possible measures to be considered by him.
4. After end of the work the contractor is obliged upon the client's request to rectify possible defects without additional payment in a reasonable period of time. This obligation expires if the client does not mail such request to the contractor within six months after the end of the work at the latest (date of the postmark).
5. If the contractor takes on manpower or concludes contracts for work and services (Werkverträge) within the framework of the fulfilment of the order, he has to act as employer or client and has to conclude the contract of employment or the contract for work and services (Werkverträge) in his name and for his own account and to bear the obligations resulting from it. Subcontracts for work and services on technical activities within the order (§ 1), however, require the prior consent of the client. The contractor shall be liable for the fault of all people he employs or contracts for the fulfilment of his contractual obligation to the same extent as for his own fault.
6. The client is entitled to cancel the order at any time. If there is no reason for the rescission in accordance with section 7, the client has to reimburse the contractor for the proved cash expenses and has to pay a part of the possibly agreed remuneration, corresponding to the work of the contractor performed until that time.
7. The client is entitled to declare the immediate cancellation of the contract

¹ All provisions are to be applied equally to men and to women unless follows otherwise from the context, irrespectively of the use of only the terms “he”, “his”, “him”, etc.



- a) if the contractor deceived or informed incompletely the client about material circumstances, unless grounds of nullity (Nichtigkeitsgrund) exist;
- b) if the work – by the fault of the contractor – cannot be or is not carried out, or carried out in time and the performance is also not rendered in the appropriate respite set by the client;
- c) if circumstances exist which make a timely fulfilment of the order obviously impossible, provided that the contractor is responsible for them; such a circumstance is also deemed to exist if the contractor did not start performance within the specified time or if he did not keep an agreed interim date and an appropriate respite set by the client expired fruitlessly; or if the contractor omitted the immediate notification from incidents which delay or make impossible the execution of the project; or if obligations or conditions securing the success of the project were not complied with by the fault of the contractor;
- d) if the contractor does not make scheduled reports or does not provide supporting documents and if – in the two last cases – two reminders containing explicitly the legal consequences remained without success;
- e) if the contractor concluded a subcontract without the agreement of the client required in accordance with point 4;
- f) if composition or bankruptcy proceedings are opened against the contractor or the opening of bankruptcy refused for lack of sufficient assets; in the case of a composition the right to cancel the contract can be claimed during the whole duration of the proceedings up to the revocation of the same, in the remaining cases up to the end of the performance for an unlimited period;
- g) if the contractor dies or loses his capacity to enter into legal transactions.

In the case of cancellation according to a) to f) the contractor shall lose any claim to the agreed remuneration and the possibly agreed substitution of proved costs and payments (§ 3) and be furthermore obliged to pay back the amounts already received plus interest in the amount of 3 % above the respective discount rate of the National Bank of Austria (OeNB)– counted from the day of the reception of the amounts – as well as to reimburse the client for any additional expenditure incurred by the client as a result of the passing on of the order to a third party. This applies also in the case of nullity of the contract in accordance with a. In the case of the cancellation in accordance with g) the regulations of section 6. apply correspondingly.

8. The contractor has to make known partial results in writing upon request by the client. He is additionally obliged to answer inquiries regarding the accepted order and to enable examination bodies of the client to gain information at any time.

9. If – within the framework of the contractual agreements – value added tax was erroneously taken into account by the contractor and paid by the client, the contractor

undertakes to make a correction in accordance with § 11 Abs. 12 of the Austrian Value Added Tax Act (UStG) and to refund the value added tax already paid by the client.

10. The contractor undertakes to keep secret of all knowledge obtained in execution of this order, unless the client relieves him of this obligation writing in any given case. This obligation shall continue without limit of time even after the end of this agreement. Furthermore, the contractor undertakes to impose this confidentiality duty on all other people consulted by him for the execution of the work; otherwise, the contractor shall be liable for damages regardless of fault.

11. The contractor declares that he will transfer to the client all rights available to him in relation to the works created and intellectual services provided by him within the scope of fulfilment of his obligations following from this contract. No separate remuneration for this transfer of rights shall be sought. Instead, remuneration for the granting of rights shall be included within the remuneration laid down in this agreement. The costs of any necessary registration shall be borne by the client in case of doubt.

12. The fee agreed by mutual consent shall be paid without any deduction of tax for the purpose of the income tax law. The activity necessary for the execution of the subject-matter work is deemed self-employed work for income tax law purposes. Any value added tax invoiced separately by the contractor has to be paid to the tax office in its full amount, or in the case of a rule taxation request (Regelbesteuerungsantrag) less the tax on input. The contractor declares to carry out under his own responsibility any procedures with the tax office at his domicile that may become necessary if the assessment limits are exceeded. The fee agreed by mutual consent will not be not been diminished by any deduction of social security contribution within the meaning of social security law. In case a compulsory social security insurance should be applicable to the contractor hereunder, such compulsory social security insurance should be borne by the contractor. He has to pay the social security contributions to the competent social security authority (Sozialversicherungsanstalt).

13. At the request of the client a properly completed certificate of residence confirmed by the competent tax administration is to be forwarded prior to payment.

14. If several contractors are present, they are jointly and severally liable to the client for the fulfilment of all obligations from the contract.

15. Unless otherwise agreed, the regulations of the Austrian General Civil Code (ABGB) shall apply subsidiarily.

16. The competent court for any disputes arising from this contract shall be exclusively the District Court of Vienna 1st District. For the adjudication on the contractual relation exclusively Austrian law has to be used.