



Sandberg's Vendor Framework Agreement

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Document control

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Version control

Ver	Date	Changes
2.2	12 February 2024	Content reviewed; updated information on compensation of work.
2.1	3 March 2023	Section on Professional Indemnity Insurance reworded
2.0	6 February 2023	Content reviewed and updated; new sections on invoicing and professional indemnity insurance; updated guidelines on tax liabilities; addition of guidelines specific to Agency Suppliers; content updated to follow a new policy template; policy moved to the website.
1.0	25 May 2018	First version

Purpose

In order to undertake any Services for Sandberg as a vendor, you must agree to the terms and conditions of Sandberg's Vendor Framework Agreement as outlined in this document. Your acceptance of and compliance with these terms and conditions shall last throughout your cooperation with Sandberg and apply to every task you accept from Sandberg. The additional specific terms and conditions applicable to each task are outlined in the Purchase Order email sent to you by Sandberg's Project Manager. The provisions of the Non-disclosure of Confidential Information and Use of Project-Related Material sections of this agreement shall last indefinitely, even beyond your cooperation with Sandberg.

Scope

This policy applies to:

- all Suppliers to Sandberg Translation Partners in all regions.

Definitions

1. "Supplier" – Unless specified as either Freelance Supplier or Agency Supplier, "Supplier" refers to both categories. All references to "you" or "your" signify you, the Freelance or Agency Supplier.
2. "Freelance Supplier" – A sole trader, who has no employees or subcontractors, regardless of whether the sole trader is engaged as a private person or under a company.
3. "Agency Supplier" – An agency providing translation or other language related services, either by inhouse translators or subcontractors. By agreeing to this Vendor Framework Agreement, Agency Suppliers are responsible for ensuring that their inhouse translators or subcontractors abide by all of the terms and conditions outlined within it.
4. "Services" – Any services undertaken by the Supplier for Sandberg, including (but not limited to) the following language related services, or any other type of work:
 - Translation and localisation;
 - Machine Translation Post-editing;
 - Revision and proofreading;
 - Transcreation;
 - Copywriting;
 - Adaptation;
 - Language Quality Assessment (LQA);
 - Desktop Publishing (DTP);
 - Interpreting whether in person, via telephone, or any other medium;
 - Subtitling;
 - Transcription;
 - Voiceover and other recorded work.

Outline

1. Services

Your relationship with Sandberg is that of an independent contractor, and nothing in this agreement should be construed to create a partnership, agency, joint venture or employment relationship.

Responsibility for Taxes

As an independent contractor, you are responsible for obtaining your own tax advice regarding the gross compensation you receive from Sandberg. By accepting this agreement, you confirm that you are fully responsible for the payment of any and all taxes required by the appropriate tax authorities in the jurisdiction in which you operate your business. You understand and accept that Sandberg is not responsible for the payment of any taxes on your behalf. You confirm that it is your responsibility to register your business with the appropriate authorities in your jurisdiction, according to the applicable local requirements.

For Freelance Suppliers Only: Requirements for Providing Services to Sandberg

By accepting this agreement, you confirm that you possess the education, training, skills, experience, licences, supplies and equipment necessary for the provision of translation Services and other linguistic or technical Services to Sandberg.

Sandberg is certified to the translation services standard ISO 17100 and all Suppliers performing translation or revision Services for Sandberg must also meet the requirements for professional competences, qualifications and CPD outlined in [Sandberg's Translation and Revision Guidelines](#), which form an inseparable part of this agreement and are binding for both parties. You must read these guidelines before accepting this agreement.

For Agency Suppliers Only: Requirements for Providing Services to Sandberg

By accepting this agreement, you confirm that your inhouse team and any subcontractors you engage possess the education, training, skills, experience, licences, supplies and equipment necessary for the provision of translation Services and other linguistic or technical Services to Sandberg.

Sandberg is certified to the translation services standard ISO 17100 and all members of your inhouse team or subcontractors you engage to perform translation or revision Services for Sandberg must also meet the requirements for professional competences, qualifications and CPD outlined in [Sandberg's Translation and Revision Guidelines](#), which form an inseparable part of this agreement and are binding for both parties. You must read these guidelines before accepting this agreement.

Subcontracting of Work

Freelance Suppliers agree not to subcontract any of the work assigned to you by Sandberg without Sandberg's prior written consent.

Agency Suppliers may subcontract work, and are responsible for ensuring that all subcontractors meet the Requirements for Providing Services to Sandberg outlined above, and that the subcontractors abide by all other terms and conditions outlined in this agreement.

Acceptance of Work

You agree not to start any new work for Sandberg until you have received a Purchase Order (PO) from Sandberg's Project Manager. The acceptance of a PO is binding with the exception of task cancellations (see "Cancellation of Work").

Compensation of Work

The PO sets out the total compensation due to the Supplier for the performance of the Services and details how this compensation is calculated. Depending on the Service type (or "Component"), the task involved may be quantified in words, hours or other units, and the agreed rate applied accordingly.

For translation tasks, a translation memory (TM) will be used where appropriate to leverage matches. Machine Translation (MT) will also be applied as a resource when applicable. A sliding scale of TM match discounts and/or MT discounts will be applied to these translation tasks. Whilst sliding scales remain the same for the vast majority of work, they can vary slightly between tasks and are applied on a task-by-task basis. Project Managers will always indicate in task offers when a task's productivity expectations differ from standard or when a non-standard payment model has been applied. Please do take the time to check this before accepting any work. Once you accept a task, the relevant sliding scales/percentages are always provided and made clear for you in the PO/order confirmation of each task, including a breakdown of the wordcount. Please do take the time to read through your PO before accepting it.

For more information about your individual task, please reach out to the Project Manager of the task in question in the first instance. You can also contact the Vendor Management team who are always available to help at vendor.management@stptrans.com.

Scope of Work

For translation and revision tasks, you agree that the amount authorised to be invoiced in Sandberg's PO covers the execution of the task including compiling and submitting queries, implementing query answers, receiving and reviewing revision feedback and updating/finalising the translation file(s) based on the revision feedback. Sandberg may also ask you to review and act on one round of end-client feedback.

Delivery of Work

You agree to deliver all Services within the time frame(s) and in accordance with the instructions provided and Sandberg's quality control procedures agreed to in each PO or otherwise, and to immediately inform Sandberg of any potential delay in delivery or inability to comply with quality control procedures.

Cancellation of Work

Sandberg is entitled to cancel parts of a task that have not yet been performed by the Supplier, following the issue of the PO. If a task is cancelled, in whole or in part, for reasons not attributable to the Supplier, the Supplier is entitled to compensation for the work already performed.

Quality of Work

For translation and revision Services, by signing this agreement, you (or for Agency Suppliers, your inhouse team or subcontractors) agree to perform all work in accordance with [Sandberg's Translation and Revision Guidelines](#) which form an inseparable part of this agreement and are binding for both parties. You must read these guidelines before accepting this agreement.

Warranty of Work

You agree to correct or repair any deliverables or Services that do not conform to Sandberg's specifications or acceptance criteria at no charge for the two (2)-year period following delivery to Sandberg of such deliverables or Services.

Invoicing of Work

You agree to invoice all work via the Sandberg vendor portal, Passport, in accordance with the guidelines outlined in the [Passport FAQs](#).

2. Non-disclosure of Confidential Information

Sandberg operates a business providing translation and localisation services to its clients. The information disclosed to you during your working relationship with Sandberg is Confidential Information belonging to Sandberg and its clients. The purpose of the Confidential Information being made available to you is solely to enable you to perform Services to Sandberg. Confidential Information means information of whatever nature and in whatever form whether oral, written or electronic relating to Sandberg and/or Sandberg's staff, clients and vendors, or information in content for translation; past, present or future, including, but not limited to trade secrets, know-how, marketing, business, accounts, finances, contracts, translation technology, translation memories, machine translation, terminology, evaluation, measurements, methods, policies, workflows or practices; and all other documentation, software, hardware and/or other equipment relating to planning, technical, research, programming or system analysis; or related in any way to the work, research, development and activities actually carried out or expected to be carried out by Sandberg, which have come to your knowledge during the performance of your Services to Sandberg, whether disclosed directly or indirectly, whether before or after the date of this agreement and whether or not marked confidential, and irrespective of whether the information contains any publicly available information. You agree and undertake to only use the Confidential Information in relation to your Services to Sandberg and not without Sandberg's prior specific written approval divulge, disclose or reveal the Confidential Information to any third party nor either during your co-operation with Sandberg or after it has ended for any reason copy or use for any purpose whatsoever any Confidential Information relating to the business of Sandberg or its clients. More information about handling Confidential Information and Personal Data can be found in our Vendor Information Security Policy found [here](#), which you must agree to in order to be considered for performing Services for Sandberg.

For Agency Suppliers only: Non-disclosure of Confidential Information

Agency Suppliers are responsible for ensuring that your inhouse team and any subcontractors you engage are aware of and abide by the above Non-disclosure of Confidential Information guidelines and those contained in the Vendor Information Security Policy found [here](#).

3. Use of Project-Related Material

Any material (texts, translation memories, machine translation output, terminology, glossaries, etc.) relating to the Services shall remain the exclusive property of Sandberg or Sandberg's client and shall not be used by you (or, in the case of Agency Suppliers, your inhouse team or subcontractors), for any purpose other than completion of the task specified in each PO. You will bear full responsibility for any damage or loss of materials or software in your possession. Any materials produced by you (or, in the case of Agency Suppliers, your inhouse team or subcontractors) in connection with the Services shall be considered "work made for hire" on behalf of Sandberg and, as such, shall be the sole property of Sandberg. Sandberg may provide you with computer software which is proprietary to Sandberg or another company. If such licensed programs are so provided, you acknowledge that they are licensed to you on a royalty-free, revocable, non-transferable and non-exclusive basis for the sole purpose of facilitating the provision of Services under this agreement, for the duration of the task for which they are provided, and may not be transferred or disclosed in any manner to any third party.

4. Use of Online Machine Translation Systems

All Suppliers are expressly forbidden from entering whole sentences from source texts translated for Sandberg into any online machine translation system, including but not limited to Google Translate, Microsoft Translator / Bing Translator, SDL BeGlobal and SDL ATS (Automated Translation Server).

For Agency Suppliers only: Use of Online Machine Translation Systems

Agency Suppliers are responsible for ensuring that your inhouse team and any subcontractors you engage are aware of and abide by the above restrictions on the use of online machine translation systems.

5. Client Contact, Non-Solicitation and Conflict of Interest

Except where expressly authorised by Sandberg, you (and, in the case of Agency Suppliers, your inhouse team or subcontractors) shall not contact any client or end-client for whom you are performing Services through Sandberg on any matters related to the Services performed for Sandberg, without Sandberg's prior written consent. While this agreement is in effect, and for a period of one (1) year immediately following this agreement's termination, you will not, either for your own benefit or for the benefit of any other person or entity:

- call on, solicit, or poach from Sandberg any client or end-client with whom you first became acquainted through performing Services for Sandberg;
- offer employment to or solicit or entice away from Sandberg any person who is employed or engaged by Sandberg.

You warrant that, to the best of your knowledge, there is no other contract or duty on your part (or, in the case of Agency Suppliers, on the part of your inhouse team or subcontractors) which conflicts with this agreement.

6. Professional Indemnity Insurance

Sandberg carries Professional Indemnity Insurance and we strongly recommend that you carry similar insurance in respect of any loss or damage caused to Sandberg (or its employees, clients or suppliers) by you in providing the Services. Such insurance should be taken out with a reputable, solvent insurer.

Where there is no adequate insurance in place (for example, because it is prohibitively expensive), you remain liable for any loss or damage caused to Sandberg (or its employees, clients or suppliers) by you in providing the Services.

7. Term and Termination

This agreement shall remain in effect unless either party gives written notice to the other, with at least thirty (30) calendar days of advance notice, of its desire to terminate the agreement.

8. Applicable Law and Dispute Resolution

This agreement shall be governed in all respects by the laws of the United Kingdom. All disputes arising out of or in connection with this agreement, which have not been amicably settled between the parties within a reasonable period, shall be referred to and finally resolved by arbitration at the Arbitration Panel of the UK Association of Translation Companies. The working language will be English. This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.

Compliance measurement

Deliberate or unintentional breaches of this policy may lead to action up to and including immediate removal from Sandberg's database and termination of our relationship. Legal action may be sought in cases where the breach has caused serious harm to Sandberg, Sandberg's clients, working partners or suppliers, including but not limited to harming the business affairs or trade secrets of these parties.

Breaches of this policy, whether deliberate or unintentional, must be immediately notified to Sandberg's Vendor Management team for investigation.

Review & update

This policy is reviewed and updated annually. In cases where changes to the organisation or changes to national, international, GDPR or otherwise vendor framework-related regulations take place, additional and more frequent reviews of the policy will take place. When we update our Vendor Framework Agreement, we will take appropriate measures to inform you, depending on the significance of the changes made. We will obtain your consent to any material changes to the Vendor Framework Agreement if and where this is required by applicable laws and regulations. You can see when this Vendor Framework Agreement was last updated by checking the 'Last Review Date' displayed at the top of this file. If you continue to accept POs and use the functions on the Sandberg Passport vendor portal and you have not provided written notice of your wish to terminate the agreement, you are deemed to have accepted the updated Vendor Framework Agreement.