

Appendix 1

TERMS OF ORDER AND AGREEMENT FOR OFFICE MANAGEMENT SERVICES

1. Subject matter of the general agreement

The Madrid Liaison Office of the Rosa-Luxemburg-Stiftung (referred to as “client”) intends to conclude a general agreement for support in the office management to guarantee the compliance with the labour, taxes, accounting, etc. laws and rules in Spain.

The contractual partner (referred to as “contractor”) shall deliver all the managing services expressed in the call for offers.

2. Terms and execution periods

The agreement has a term of twelve (12) months and can be tacitly extended by another twelve (12) months unless it is cancelled upon written notice at least one (1) month to the agreed term of the agreement. The maximum length of this contract is thirty-six (36) months.

The execution of the agreement starts with the placement of the first order by the client.

3. Estimated volume of services

The client estimates that for the term of this agreement, it will place orders for managing services for around 10.000 € yearly. This includes some other requests of for example law consultancy, out of the monthly rate.

This number is a mere estimation. Needs may be higher or lower. We cannot confirm the frequency of orders for 2024 and following years. However, a cumulative volume of 30.000 € net over the entire term will not be exceeded. If this maximum value is reached, this contract will automatically expire. Orders will not be placed at once but each prior to the respective event respecting the agreed deadlines.

4. Detailed description of tasks

As stated in the call for offers the tasks are the following:

- **Official Accountancy** of the Madrid Office in coordination with the Office Management.
- **Confection and adaptations of payrolls:** 3 employees.
- **Taxes:** all related to IRPF and VAT, eventually any other.
- **AEAT and TGSS virtual inbox.**
- **Digital signature.**
- Manage relations **with Social Security and Tax Authorities.**
- According to our Legal Status, **take care of any changes or adaptations that we may need to comply with current legislation.**
- **Other services** may be requested according to the needs of the foundation (basic Q&A and/or more advanced services like lawyers).

Periods for delivery

The service will be delivered throughout the whole year, with special attention to the monthly liabilities and trimestral and/or annual tax declarations and staff requirements.

5. Obligations of the contractor

The contractor agrees to treat as confidential all documents, files and data received from the client or its cooperation partners concerning the respective order, and to maintain secrecy towards third parties. If the contractor is not able to carry out the assigned order, he/she shall immediately inform the client. In case that the contractor cancels the order at short notice, the contractor shall provide a substitute supplier that fulfils the criteria set out in the order description. If he/she fails to do so, the client may charge him/her fees amounting up to 25% of the value.

6. Remuneration

The remuneration is defrayable after delivery and its billing. The bills are to be addressed to the client and have to contain all legal information, the delivery date as well as the sales tax identification number of the client:

ROSA LUXEMBURG STIFTUNG
Rue Saint Ghislain 62
1000 – Brussels (Belgium)
N0173545E

The client pays through bank transfers.

7. Liability

The contractor's liability for breach of contractual obligations towards the client is limited to intention and gross negligence.

8. Status and miscellaneous

The contractor is responsible for the tax treatment of the agreed remuneration.

Modifications and amendments to this agreement shall be made in writing. Should individual provisions of the agreement become invalid, this will not affect the validity of the remaining provisions.

The contractor shall ensure that all persons entrusted by him/her with the fulfilment of contractual obligations carefully observe statutory regulations on data protection, and refrain from forwarding information, unless it is evident, received from the client to third parties or use it otherwise.

9. Jurisdiction

This Contract is subject to Spanish law. The courts and tribunals with exclusive jurisdiction for disputes arising from or in connection with this contractual agreement shall be the Courts and Tribunals of the City of Madrid.

10. Confidentiality and data protection

1. Each Party acknowledges and agrees that any and all proprietary information labeled as "confidential" or which a reasonable person would know constitutes proprietary information, including but not limited to, business plans, financial reports, customer lists and other customer information, descriptions of manufacturing processes, and product development and marketing plans emanating from the other Party's business in any form shall be "Confidential Information", and each Party agrees that it will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than an employee, agent or representative of the other Party who must have such information for the performance of its obligations hereunder or in the execution of the duties of his or her employment), unless such duplication, use or disclosure is specifically authorized by the other party in writing.

2. The Contractor is entitled to disclose Confidential Information provided by the Client to its own employees, agents or representatives. Such aforesaid disclosure shall always be confined to the extent that it is reasonably required to fulfill the Contractor's obligation under this Agreement.
3. Both Parties, according to the Organic Act 15/1999, of December 13, 1999, on Personal Data Protection, inform each other of the contact information of the individuals that make up this Contract, as well as the personal data of any employee or client working with any of the sides due to a business relationship arising from this Agreement, such information will be included in the files of each Party for managing the commercial relationship.
4. Both Parties are entitled to exercise their rights of access, rectification, cancellation or opposition by sending a written notification to the other Party at the relevant address.

11. Enforceability

The lack of enforceability of any clause of the present contract by any Contracting Party at any time shall not affect, in any respect, the right of this Contracting Party to assert this right at a later date, nor affect the right to assert any of the rest clauses of the present Contract. The waiver of the breach of any clause of the present Contract by any Party will not be understood nor interpreted as a renunciation of the ability to denounce any later breach of the aforementioned clause. It will not be understood nor interpreted as a renunciation of the clause itself.

Date/signature of the CLIENT	Date/signature of the CONTRACTOR
Project consultancy in the Rosa-Luxemburg-Stiftung, Brussels Office by Anna Schröder, Head of Office.	