

Editing Agreement

1. Company Information

Name of client: IU Internationale Hochschule GmbH

Address: Juri-Gagarin-Ring 152, 99084 Erfurt, Germany

Telephone: N/A

Email: Contact Ersin Münüklü, ersin.muenuelue@iu.org

hereby commission

Academic Language Experts

11 Prothero Gardens, London, United Kingdom, NW43SJ

to perform the following English editing project:

Title or description of document:

- Course book: Health Technology Assessment (IU code DLMIHMTA01)

2. Pricing

The following rates have been agreed upon between the parties on the basis of the texts provided to date. These rates will be honored throughout the project, so long as future texts are similar in quality to those submitted to date, and so long as they are submitted in a timely fashion. All rates are subject to time requirements: 'rush' deadlines incur an additional charge. Rush deadlines are defined as any projects that require the translation of more than 600 words per day for translation and 1000 words per day for editing. The original draft of this course book as sent on May 11, 2022 is not defined as a rush project.

Editing :

Total = EUR 1,788.92

3. Project Details

· Revisions shall be limited to comments, errors, and issues related to the original source text as provided by the Client. Any revisions or additional material requested which do not directly relate to the original source text will be subject to an additional charge at the agreed rate per word (EUR .07).

· The Client shall be exclusively responsible for reviewing the Company's work product and making reasonable requests for corrections or changes and shall do so within forty-five (45) business days of receipt of the translated or edited document as will be sent chapter by chapter. All such revisions shall be made electronically and not by hand and shall be easily identifiable by using the 'track changes' feature in Microsoft Word. If the revisions are sent more than 45 days after the work has been completed, ALE reserves full discretion to decide if we will review the revisions.

· The Client shall provide any and all sources that are not available via a reasonable online search and affirms that the Company shall not be responsible for obtaining sources or any information therein from resources outside of online searches.

· The Client shall own all intellectual property rights in the final product produced by the Company and delivered to the Client as a final translation upon full payment of the agreed consideration.

· Six months after completion of the order, the Company as well as the employees working for it shall be obliged to, to the extent possible, delete all data and, in particular, the translated material in connection with the order.

· For the duration of this Agreement and for two (2) years thereafter, the Client acknowledges and agrees that in the event that the identity of a translator or editor of the Company is revealed, he shall not, without the prior consent in writing of the Company, negotiate with or arrange to employ or engage any such translator or editor, nor engage with or attempt to employ any person, firm, or company who is a freelancer of the Company and from whom the Client has received Translation Services.

The Client is not obliged to place a certain number of translation orders with the Company.

4. Timeline

Tentative Deadline (including delivery): June 1, 2022.

It is possible that actual completion will take more or less time than estimated in a price quote and work order. The Company will notify the Client immediately in advance of any delay in an estimated schedule. Reasonable delay (up to an additional week for every 5,000 words in the text) in the completion of a project will not be considered a breach of the terms of the service.

5. Payment Details

Payment Method: Bank transfer.

Terms of Payment: Within 30 days of invoice being sent

Payment is due upon sending the first draft of the text. The date of payment is not connected to the client's review of the text and is required even if the client has not yet conducted their review. Invoices will be sent electronically such that the date of sending and receipt will be the same.

6. Termination of the agreement

The contractual relationship may be terminated with or without reason by either party with one month's notice. In the event of ordinary termination of this contract, the Company has no right to compensation. The notice of termination must be made in writing via email.

Either party to this Agreement may terminate this translation agreement for good cause, provided that there are circumstances on the grounds of which it cannot reasonably be expected that the terminating Party, taking account of all circumstances of the individual case and balancing the interests of both Parties to this Agreement, will continue the service until the agreed termination of the service. **Any work completed before the termination of the agreement will be paid in full.**

7. Final Provisions

This Agreement shall be governed by German law.

Place of jurisdiction for all disputes from this contract shall be Bonn, Germany.

Further agreements regarding confidentiality obligations are set out in a separate NDA.

Collateral agreements and amendments to this Agreement shall be made in writing via email to become effective. They shall only be effective if the other Party to this Agreement has expressly agreed. This shall also apply to any amendment of the clause requiring the written form via email.

8. Severability clause

There shall be no further oral agreements. Amendments to this contract, supplements and ancillary agreements must be made in writing via email. If individual provisions of this contract are or become invalid or if this contract contains loopholes, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally permissible provision that comes as close as possible to what the contracting parties would have agreed on the basis of a reasonable commercial assessment if they had been aware of the invalidity.

9. Signatures

Academic Language Experts Date

Ersin Münüklü, IU International Hochschule: *Ersin Münüklü* Date **13.05.2022**