

ANNEX A – Statement Relating to Good Standing

Contract Title: Provision of Translation Services for the UKHO
Contract Number: HA294/005/167

1. We confirm, to the best of our knowledge and belief, that **GLOBAL VOICES LTD** including its directors or any other person who has powers of representation, decision or control of **GLOBAL VOICES LTD** has not been convicted of any of the following offences:
 - (a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;
 - (b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 - (c) the offence of bribery;
 - (d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985;
 - (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
 - (e) money laundering within the meaning of the Money Laundering Regulations 2007; or
 - (f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. **GLOBAL VOICES LTD** further confirms to the best of our knowledge and belief that it:
 - (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
 - (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
 - (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
 - (d) has not been convicted of a criminal offence relating to the conduct of its business or profession;

- (e) has not committed an act of grave misconduct in the course of its business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required by this Statement;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

| | |
|----------------------------|--|
| Organisation's name | GLOBAL VOICES LTD |
| Signed |  |
| Position | Managing Director |
| Date | 17 May 2012 |

**CERTIFICATE OF PUBLIC LIABILITY
INSURANCE COVER**

The INSURED: Global Voices Ltd

Principal Address of the INSURED: Scion House
Innovation Park
Stirling
FK9 4NF

BUSINESS of the INSURED: Translation & Interpreting

INSURERS: Hiscox Insurance Company Ltd.

POLICY NUMBER: MFL OFF 1111510

We, the Insurance Brokers, hereby certify that the above named Insured has insurance cover in force until 03/05/2013

We confirm that the present Limit of Indemnity is not less than £5,000,000 for any one occurrence.

The amount of excess carried by the insured for each claim is £250 in respect of Third Party Property Damage.

The policy is subject to the insuring agreements, exclusions, terms, conditions and declaration contained therein. The above is accurate at the date of signature and no obligation is imposed herein on the signatory to advise of any alterations.

Signed:



Name of Broker: McParland Finn Limited

Address of Broker: Barlow House
Minshull Street
Manchester
M1 3DZ

Certificate Issue Date: Tuesday, 23 December 2014

04 Deeds and Documents Endorsement

In respect of Deeds, Documents and Transparencies
We will pay –

- a) the value of the materials as stationery.
- b) the clerical labour expended in writing up or reproducing such property.
- c) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded.

but excluding the value to the insured of the information.

- d) the cost incurred with our consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses.
 1. incurred in removing debris except from the site of such property damages and the area immediately adjacent to such site.
 2. arising from pollution or contamination of property not insured by this policy.

The undernoted provisions apply

1.0 Insurable Amount

For the purpose of the underinsurance provision the insurable amount shall be the value at the time of damage of the property insured by this extension

- 2.0 Limits: Deeds and Documents: £50,000
Transparencies: £10,000
(No transparency will be deemed to be of greater value than £1,000)

05 Automatic Reinstatement After A Loss Endorsement

In the absence of written notice by you or us to the contrary within 30 days of the occurrence of any Damage our liability shall not be reduced by the amount of any loss and the you shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

06 Loss of Metered Water Endorsement

Any metered water and fuel that is used in your business when such water or fuel has been released or rendered unusable for its intended purpose as a direct result of damage to any tank, equipment or piping resulting from a cause not otherwise excluded.

ADDITIONAL ENDORSEMENTS ATTACHING TO POLICY NUMBER:

MFL OFF 1111510

01-Excluding theft outside the uk overnight
02-McParland Finn Cancellation Clause
03-Data Protection Act
04-Deeds and Documents Endorsement
05-Automatic Reinstatement After A Loss Endorsement
06-Loss of Metered Water Endorsement

01 Excluding Theft Outside the UK Overnight

We will not make any payment for theft of unattended property overnight when such property is temporarily outside of the United Kingdom unless it is in your care, custody or control or otherwise secured in a locked hotel room or safe, or other secured locked room or building.

For the purposes of this exclusion overnight shall be defined as 8.00pm to 6.00am.

02 McParland Finn Cancellation Clause

In the event of the premium not being received prior to or within 10 days after its due date, the policy may be cancelled in accordance with the provisions of the following cancellation clause:

It is agreed between Us and You that in the event of You failing to pay McParland Finn Ltd the premium or any instalment thereof prior to or within 10 days of the due date, this policy may be cancelled. McParland Finn Ltd giving notice to You in writing and We will thereupon return pro rata premium, if due, from date of notice or such later date as cancellation may be required in said notice.

03 Data Protection Act

By accepting your Policy, you consent to us using the information we may hold about you for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded.

EMPLOYERS' LIABILITY INSURANCE

The certificate below shows that you are insured:

- (i) with an authorised insurer, and
- (ii) in terms required by the Act for your liability for bodily injury or disease sustained by your employees

The certificate (or any copy) must not be displayed unless the policy has been renewed.

Global Voices Ltd

Policy Number:

MFL OFF 1111510

Date of Expiry:

03/05/2013

Hiscox Insurance Company Ltd
Registered in England Number: 70234
Registered Office :
1 Great St Helens
London EC3A 6HX

Branch Address:

London
1 Great St Helens
London EC3A 6HX

Telephone No:

020 7448 6000

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy Number:

MFL OFF 1111510

Name of Insured Business:

Global Voices Ltd

Date of Commencement
of Insurance Policy:

04/05/2012

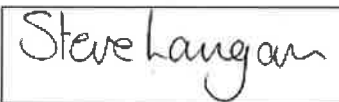
Date of Expiry of
Insurance policy:

03/05/2013

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Aldernery (b); and
2. the minimum amount of cover provided by this policy is no less that £5 million (c)

Signed on behalf of
Hiscox Insurance Company Ltd



Steve Langan
Managing Director
Hiscox Insurance Company Limited

BUSINESS INTERRUPTIONWording: Amount Insured: Limit Applies To: Excess Applies To: Indemnity Period: months**DAS LEGAL EXPENSES**Limit of Indemnity: Wording:

DAS legal advice line: Tel. 0117 933 0626

Please quote policy reference TS5/4313588 in all correspondence

For the purpose of Commercial Legal Protection, We / Our means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under this section.

| | |
|--|---|
| Non-negotiable instruments: | £ 1,000,000 total amount insured |
| Losses from Dishonesty | £ 25,000 total amount insured |
| Reconstitution of Data: | £ 15,000 total amount insured |
| Removal of Debris: | £ 25,000 total amount insured |
| Personal Assault: | |
| Death: | £ 10,000 per person |
| Total loss or permanent and total loss of use of one or more limbs: | £ 10,000 per person |
| Total and irrecoverable loss of sight in one or both eyes: | £ 10,000 per person |
| Disablement which totally prevents the injured person from carrying out all parts of their usual occupation: | £100 per week up to a maximum of 104 weeks per person |

BUSINESS INTERRUPTION

| | |
|--------------------|------------------------------|
| Wording: | Property Loss of Income 2293 |
| | Loss of Revenue |
| Amount Insured: | £ 0 |
| Limit Applies To: | Total sum insured |
| Excess Applies To: | Each and Every Loss |
| Indemnity Period: | 12 months |
| Outstanding Debts: | £50,000 |
| Excess Applies To: | Each and Every Loss |

PROPERTY CONTENTS
PROPERTY CONTENTS AT THE OFFICE

 Wording:

 Limit Applies To:

 Excess Applies To:

| Item Description | Sum Insured | Excess |
|---|-------------|--------|
| Contents at Premises (excluding laptops and computers) | £10,000 | £250 |
| Computers and Ancillary Equipment at Premises (Excluding Laptop Computers). | £15,000 | £250 |
| Portable Equipment (including Laptop Computers) used away from the Premises, anywhere in the World. | £2,500 | £250 |
| Tenants Improvements | £ 0 | £250 |
| Rent (Period - 12 months) | £ 0 | £250 |

SPECIAL LIMITS

 Personal effects:

 Computer breakdown:
LIMITS IN ADDITION TO AMOUNT INSURED

 Personal effects:
Additions to contents:

 Money - in office while open for business or in a locked safe:

 Money - In transit:

 Money - At all other times:

EMPLOYERS LIABILITY

Limit of Indemnity: £10,000,000 Excess: £ NIL

Wording: EL2288

Limit Applies To: Each and every occurrence including costs

Geographical Limits: Worldwide

Applicable Courts: England, Scotland, Wales, Northern Ireland, The Isle of Man and the Channel Islands

SPECIAL LIMITS

Court Attendance Costs – Directors: £ 250 per day

Court Attendance Costs – Employees: £ 100 per day

Criminal Defence: £ 100,000

Terrorism: £ 5,000,000

PROPERTY BUILDINGS

Sum Insured: £ 0 Excess: £250

Wording: Property Buildings 2291

Limit Applies To: Total amount insured

Excess Applies To: Each and every loss

LIMITS IN ADDITION TO AMOUNT INSURED

Additions to Buildings: £ 20,000 total amount insured

Trace & Access: £ 1,000 total amount insured

SPECIAL LIMITS

Temporary Removal: £ 10,000 total amount insured

Removal of Debris: £ 25,000 total amount insured

POLICY SCHEDULE

Policy Number: MFL OFF 1111510

**INSURANCE DETAILS**

Period of Insurance: From 04/05/2012 to 03/05/2013
Underwritten By: Hiscox Insurance Company Ltd
Date of Issue: 01/05/2012

INSURED DETAILS

Insured: Global Voices Ltd

Principal Address: Scion House
Innovation Park
Stirling
FK9 4NF

Additional Offices

Business: Translation & Interpreting

PREMIUM DETAILS

Premium: [redacted] ax: [redacted] al: [redacted]

GENERAL LIABILITY (INCLUDING PUBLIC AND PRODUCTS LIABILITY)

Limit of Indemnity: £5,000,000 Excess: £ 250.00

Wording: GL2289

Limit Applies To: Each and every occurrence defence costs in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.

Excess Applies To: Each and every occurrence for property damage only.

Geographical Limits: Worldwide

Applicable Courts: European Union

SPECIAL LIMITS

Pollution Liability: £100,000 in the aggregate with Defence costs inclusive

Criminal Defence: £100,000 in the aggregate with Defence costs inclusive

ENDORSEMENTS

997.0 Terrorism and Asbestos exclusion

Finally, to enable us to ensure that we continue to treat our customers fairly, we would welcome your answers to our **Customer Satisfaction Survey**. All clients who respond to the survey will be entered into a monthly draw for a Marks & Spencer Voucher! To complete the survey enter the following details into your web browser:

Kind Regards,

Insurance for your reputation





Professional

INSURANCE BROKERS

Barlow House
Minshull Street
Manchester
M1 3DZ

T: 0161 236 2532
F: 0161 236 2583
E: info@m-f-l.co.uk
W: www.m-f-l.co.uk

Global Voices Ltd
Scion House
Innovation Park
Stirling
FK9 4NF

Our Ref: CC008603

01/05/2012

Dear Ms Koechlin

Professional Portfolio Office Insurance – Policy Documentation
Policy No:

With reference to the above, we now have pleasure in enclosing your renewal documentation. We have checked the document and found it to be in order; however, we ask that you read it through thoroughly to ensure it meets with your requirements.

These documents should be retained with your existing policy document and schedule(s).

Included within the documentation is the Certificate of Employers Liability Insurance. The EL (Compulsory Insurance) (Amendment) Regulations 2008 which came into effect on 1st October 2008 has changed the responsibilities of Employers in relation to the display and retention of the Certificate of Employers Liability Insurance, in that they no longer need to keep certificates for 40 years, nor physically display them in the workplace, providing employees are able to access certificates electronically, e.g. via a company intranet.

If you do not have the facilities to provide for this, then the Certificate should continue to be displayed at each of your premises, and in any event, we would recommend that a copy continue to be retained on company files for 40 years.

We would stress the importance of reading through the policy wording thoroughly to ensure that you comply with the terms and conditions of the policy. In particular, we would ask that you pay careful attention to the conditions noted under the Commercial Legal Expenses cover to ensure that you comply with the policy requirements, and seek insurer approval before taking action/incurring expense in relation to the cover provided under this section.

As a valued customer of McParland Finn Ltd/Hiscox Insurance Company, you have access to a free online HR Consultancy Service as a benefit under the policy. BusinessHR is an easy to use website, providing reference information and guidance on HR issues, including Recruitment, Training, Pay & Benefits, Management Skills and Employee Relations.

To access, visit and enter your policy number (note: for policy numbers commencing MFL OFF, insert the whole policy number, including this prefix without any spaces; for those policy numbers commencing HU PI6, simply insert the digits which follow this prefix) and your postcode.

Should you have any queries whatsoever, then please do not hesitate to contact us.

Insurance for your reputation



network. If any problems encountered with the retrieval of lost data, back up files can be recovered by the IT Manager.

Our main operational system *NetSuite* is on-line based and has its own operative systems in place for safe keeping, protection and back-up of client records and documents including translated files. Full details available in a separate document (*NetSuite_Security*).

REVIEW OF STRATEGY

The Strategy will be reviewed, added to or modified, as required from time to time and may be supplemented in appropriate cases by further statements relating to particular work activities or as a result of new legislation being introduced.

Global Voices Ltd

Document Title: Business Continuity Management Policy

Reviewed By: QSE Manager

Approved By: Director

INTRODUCTION

Disaster can be classified in two broad categories: 1) Natural disasters (flood, fire, earthquake, hurricane, etc.); 2) Man made disasters (human error and intervention intentional or unintentional which can cause massive failures such as loss of communication and utility). With the increasing importance of information technology for the continuation of business critical functions, combined with a transition to an around-the-clock economy, the importance of protecting an organization's data and IT infrastructure in the event of a disruptive situation has become our increasing business priority. This document sets out Global Voices' strategy with respect to the disaster recovery as well as related back-up and security measures.

STRATEGY

Back up and Security

- Anti-virus software;
- password protected individually customised local network access;
- password protected *Netsuite* and e-mail access;
- code and alarm protected office access;
- lockable storage space for confidential materials;
- the hosting business centre has measures in place in cases of fire and power supply interruptions described in a separate document;
- network storage is made up of two physical hard drives using a technique called RAID. This mirrors all data from one disk onto the other disk which means that if one physical disk were to fail, the other would take over without any loss of data while the other is replaced;
- To prevent against the remote eventuality of catastrophic failure (i.e. fire/water damage) a weekly backup of the network has been created onto an external hard drive stored out of the office.

It is the responsibility of the IT Manager to do a weekly backup of the network onto the external hard drive every Friday afternoon.

Recovery Process

2 Physical hard drives in RAID format / Network Recycle Bin / External hard drive Backup

In case of accidental loss of an electronic document/file, members of staff can access the Network Recycle Bin which stores all files and data that has been deleted from the main



Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2008

This is to certify that:

Global Voices Ltd
Scion House
Innovation Park
Stirling
FK9 4NF
United Kingdom

Holds Certificate No: **FS 531131**

and operates a Quality Management System which complies with the requirements of ISO 9001:2008 for the following scope:

The provision of translation and interpretation services to UK and international clients.

For and on behalf of BSI:

Managing Director, BSI EMEA

Originally registered: **13/05/2008**

Latest Issue: **24/06/2011**

Expiry Date: **13/07/2014**



Page: 1 of 1

This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract.
An electronic certificate can be authenticated [online](#).
Printed copies can be validated at www.bsigroup.com/ClientDirectory

The British Standards Institution is incorporated by Royal Charter.
BSI (UK) Headquarters: P.O. Box 9000, Milton Keynes MK14 6WT. Tel: 0845 080 9000



THE SCOPE

Global Voices is an international translation and interpretation company headquartered in the UK. Our team of project managers and linguists throughout Europe, South America, the USA, Asia and the Middle East ensure that we consistently provide our clients with a high quality, fast and most efficient service. Vast experience, flexibility and accuracy are the components that make Global Voices the preferred choice for many leading multinational companies as well as smaller private enterprises.

Global Voices Ltd has set up a quality management system to meet the requirements of ISO 9001:2008 and current company best practice.

Included Scope

- ◆ The provision of interpretation and translation services to UK and international clients.

Location

Scion House, Innovation Park, Stirling, FK9 4NF, Scotland, UK

Excluded Scope

- ◆ Global Voices Ltd has excluded from their management system clause 7.3 Design and Development of ISO 9001:2000. The organisation has no current requirement to redesign its existing service provision. Should further development be necessary, this exclusion shall be reconsidered.
- ◆ A further exclusion from this system is the Control of monitoring and measurement devices, clause 7.6 of ISO 9001:2008. This has been excluded as the organisation does not use electronic monitoring systems for the core activity and all software in use is off-the-shelf and is rigorously tested and quality assured by the manufacturer.



NetSuite Security

By adopting any one of NetSuite's applications, you automatically enjoy the advantages of our world-class data center and team of IT professionals. Our team has decades of experience managing both product and data center security. We ensure the highest levels of data security as well as guaranteed uptime and performance.

We organize our security efforts into two areas: Product Security and Data Center Security.

NetSuite Product Security

• Prevention of Malicious Acts

NetSuite takes proactive measures to ensure that the application is safe from Internet attacks. All of the servers are behind a firewall to prevent users from accessing them other than by specifically allowed protocols and methods. In addition to our Internet firewalls, we have an additional level of protection around the production databases, allowing access only from specific hosts.

• 128-bit Secure Socket Layer Data Encryption

From the moment you or your employees access the NetSuite application login screen, the data is protected. Your unique ID and password, as well as all data in the subsequent connection are encrypted with 128-bit SSL, the same level of transaction security currently utilized for Web commerce.

• Application-only Access

The system is divided into layers that separate data from the application. Everyone who logs in only has access to the application layer so no one can access your data to maliciously alter it.

• IP Address Rules

NetSuite enables you to implement IP address level security. With IP Address Rules you can restrict employee access to certain computers for logging into their NetSuite account. This insures that your most sensitive roles, e.g. controller, are only accessed on your premises and/or at the controller's home.

• Role-level Access, Idle Disconnect and Account Lockout

Every user is assigned a specific role with specific permissions to only see and use the features related to their own jobs. The system also detects idle connections and automatically locks your browser screen to prevent someone else from sitting at your computer and using your access. Also, if anyone tries to access the application by guessing at a person's ID and password, the account will be locked after three attempts.

• Continual Monitoring

We employ port scans and network intrusion detection systems (NIDS) to identify any vulnerability within our network. While we block unauthorized attempts to access our data center, we do log and investigate unauthorized connection attempts.

• Complete Audit Trail

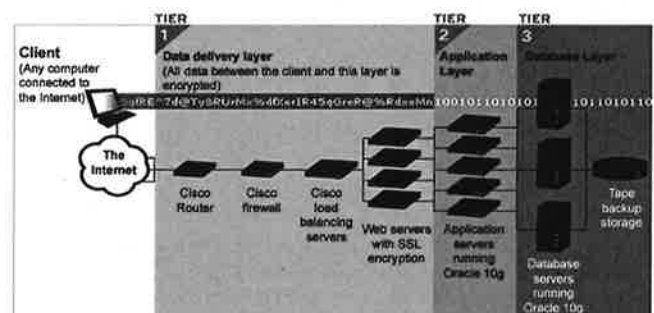
NetSuite continuously maintains a complete audit trail. It tracks who made the entry and when, referencing each transaction by the user login details.

• Data Back-up

All customer data is automatically backed up daily to tape. Tapes are taken offsite to a secure location that is designed to safeguard tapes under almost any environmental condition. The offsite facility exceeds industry storage requirements and is 100 miles away from the data center.

• Security Architecture

NetSuite's architecture has been designed for high speed performance with flawless security. We have worked closely with our hardware and platform software partners to construct and tune NetSuite for absolute security of your transactions, data and intelligence.



You can learn more about Oracle security by visiting www.oracle.com/security/. You can also learn about Cisco security by visiting www.cisco.com.



Level 3 Communications Data Center Security

NetSuite data center is collocated at Level(3) Communications in Sunnyvale, California. Level 3 ensures security and redundancy across its global operations. To learn more about Level 3 Communications visit their website at www.levelthree.com.

With the goal of providing the highest level of security possible, Level 3 protects the physical and electronic infrastructure of their global network. The network was built to meet or exceed commercial telecommunications standards worldwide for availability, integrity and confidentiality.

Security features are designed to deter, detect, and deny access to unauthorized parties. Continuous network monitoring by Network Operations Centers (NOCs) allows Level 3 to maintain uninterrupted service through immediate detection and remediation.

Level 3 Secure Facilities



NetSuite Data Center: Fortress within a Fortress

NetSuite maintains a data center within a data center at the Level 3 facility. With Level 3 security for the greater facility and NetSuite-only access for the NetSuite collocation, your system will be managed in a fortress within a fortress.

• Gateway & Colocation Access Security Systems

The Level 3 Gateways feature stringent physical security policies and controls to allow unescorted access to the Colocation areas for pre-authorized personnel. The first layer of security includes Photo ID proximity Access Cards. Proximity and card reader devices are located at major points of entry and are used to secure critical areas within the Gateway. All perimeter doors are alarmed and monitored. Authorized customers and vendors are required to have a validated palm scan to enter the collocation area. The access control system continuously monitors and logs all entry ways. Access records are stored for reference.

• Photo ID Card

Customers and their contractors with authorized access to the collocation areas are issued cards upon their Installation date at the Gateways. Pictures are taken on-site and imprinted onto their security card, and then the card is issued to the customer.

• Palm Identification System

The Palm Identification System is linked to the access card system. Once the individual swipes the card, he or she must place a hand in the palm scan for final authorization.



• Video Surveillance

Gateways feature video surveillance cameras located at points of entry to the collocation and other secured areas within the perimeter. Video is monitored and is stored for review for non-repudiation.

• Sprinkler Design Approach

The fire protection sprinkler system is a double-interlocked pre-action system designed to provide the best security against accidental discharge of water from the sprinklers. The pre-action system interfaces with a fire alarm system. Water will discharge only from the sprinklers that have been subjected to enough heat to melt the fusible link on the water head. This fusible link is the second interlock in the system.

• HVAC Systems

All of the air conditioning equipment is furnished to support typical computer room equipment. Steam generating humidifiers and electric reheat coils are provided to control humidity. The collocation room has an 18-inch access flooring system, which is dedicated for air distribution only.

• Backup Power Systems-Uninterruptible Power Sources (UPSs)

UPSs are provisioned in an N+1 configuration and range in size from 125kVA with 480 VAC, 3-phase input and output. The UPSs support all customer AC equipment. Each UPS battery system is designed to carry full load for 15 minutes without a generator. Emergency generators typically provide back-up power in less than 10 seconds and are sized to support the entire facility at maximum load.

**• Earthquake Preparedness**

Level 3 complies with local and national earthquake codes and standard practices in all seismically classified geographical areas.

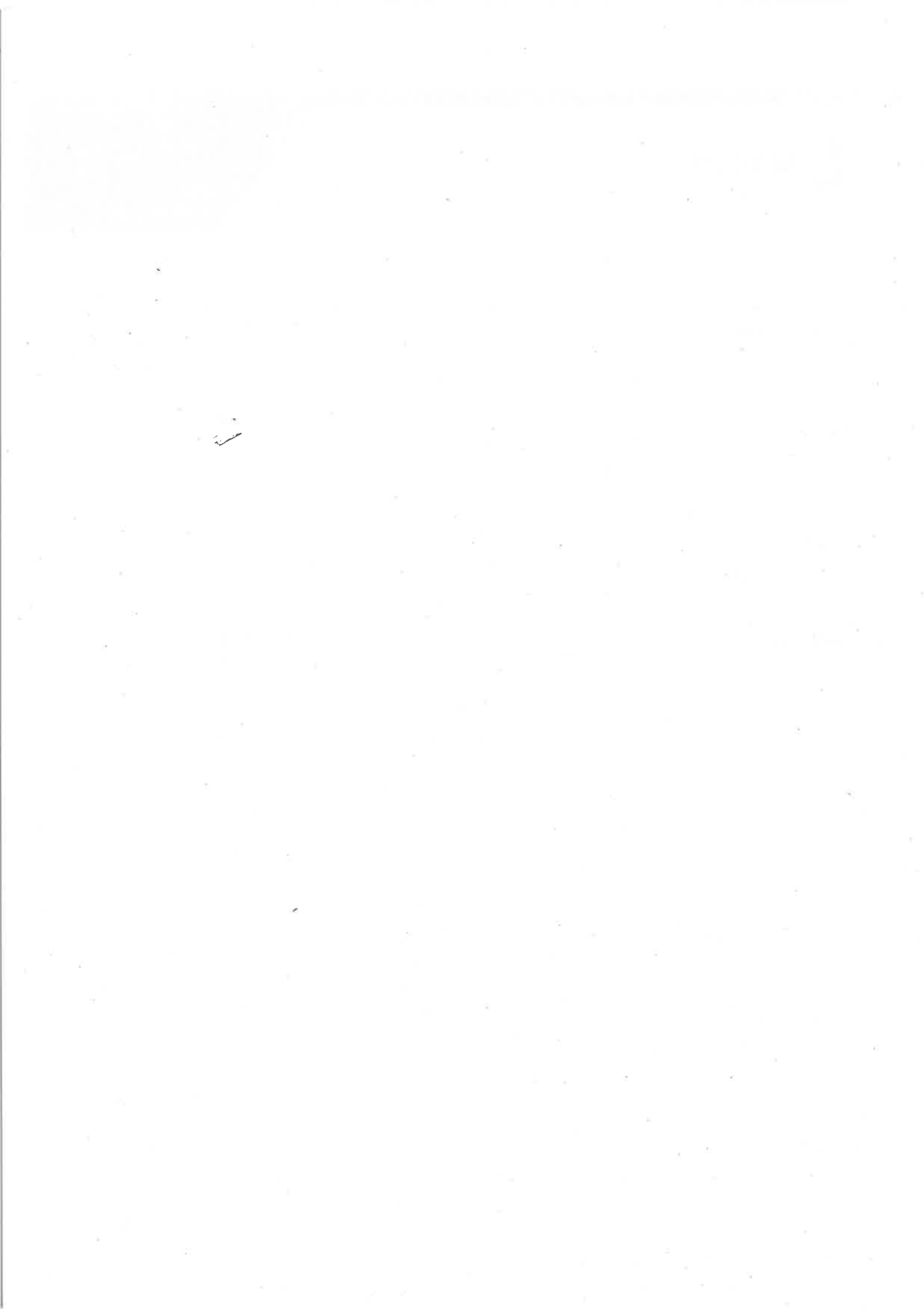
Modifications to facilities include but are not limited to the following:

- Seismic bracing for the raised floor
- Seismic bracing for cabinets
- Seismic bracing for electrical switchboards
- Seismic bracing for overhead distribution trays and troughs
- Seismic bracing for the piping and associated supports
- Redundant DC power plants that are also seismically braced

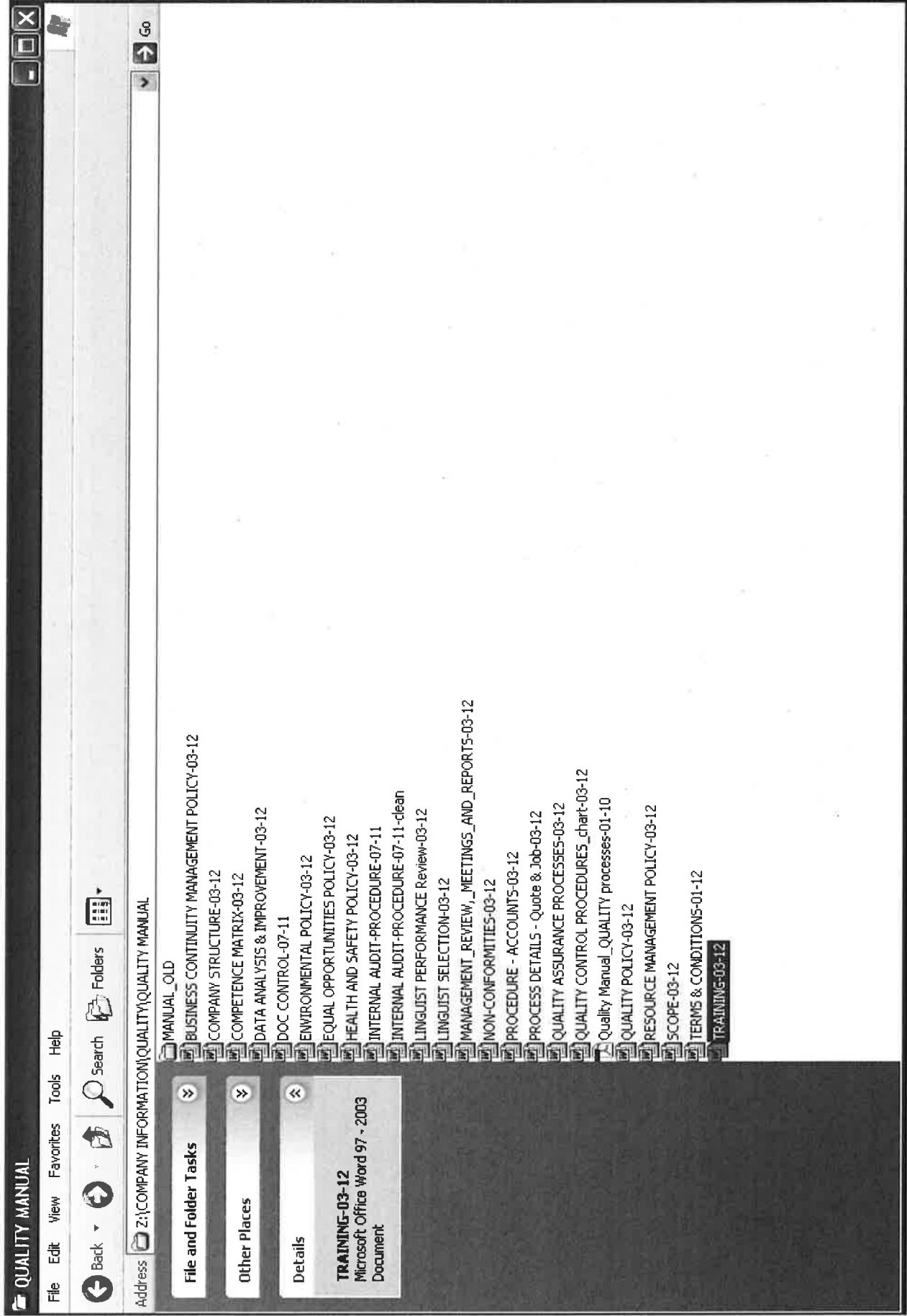
• Redundant Internet Connection

While the NetSuite application was designed to run with minimal bandwidth, the data center has 2 x DS3 (45/Mbps) pipes to the two major Internet backbone providers. This redundancy ensures reliable connectivity with no data transmission bottlenecks to or from the data center.

For more information about Level 3's security, email GlobalSecurity@Level3.com



Global Voices Quality Manual - Contents



Security Policy

To protect the security and integrity of the Equipment and any communications sent via the Equipment, you must follow these guidelines:-

- Immediately inform the IT Manager of any communication, system problem or other circumstance that you think may indicate a breach of security or other risk to the integrity of the Equipment.
- The Internet and e-mail is not a secure environment. Do not assume any activities are private.
- It is not possible to prevent the redistribution of e-mail messages. Do not assume that any message is a one-time, one-to-one communication.
- Do not enable any program or macro/agent to automatically forward e-mail to or via the Internet or any other external system.
- Do not transmit or disclose IDs, passwords, encryption keys or other similar devices, internal network configurations or addresses, or system names over the Internet or via e-mail. All of this information is Confidential Information belonging to the Company which must be handed over to the Company (together with copies) on demand.
- Do not leave your computer unattended while connected to the Internet. Always terminate your connection to the Internet as soon as possible after you have completed your task.
- Do not allow any other employee or person to send or receive e-mails or access the Internet from your computer. Switch off or password protect your computer to deny access at all times when you are away from your seat.
- Verify that the Company's current standard anti-virus software is installed on your computer. Ensure that you scan all files (including text files) attached to external e-mail as well as any files downloaded from an external system (e.g. the Internet) or on any disk
- No workstation should maintain a peer-to-peer connection with any other workstation while connected to the Internet or any other external system.
- Exercise caution when downloading large files (i.e. over 1 MB, including text and multimedia files). Downloading large files can take a long time and therefore degrade network performance for everyone on the network.

The UKHO PQQ for Supply of Translation Services

Supply of Translation Services PQQ

Please complete all questions and, where requested, provide additional documentation. Please ensure additional documentation file names and titles refer to the tender question number and brief content description

The Format of this Spreadsheet must not be altered. Individual cells may be increased in size to accommodate your answer but please do not add or delete columns or rows.

| Question Number | Organisation and Contact Details | Tenderer Response | Evaluation Criteria |
|-----------------|--|---|---------------------|
| 1 | Name of the company in whose name the PQQ is being submitted. | GLOBAL VOICES LTD | Information |
| 2 | Address | Scion House, Innovation Park, Stirling FK9 4QE, UK | Information |
| 3 | Telephone Number | | Information |
| 4 | Fax Number | | Information |
| 5 | Website Address | | Information |
| 6 | Contact Name and Role (for PQQ) | | Information |
| 7 | Telephone Number / Mobile Number (of contact) | | Information |
| 8 | Email Address (of contact) | | Information |
| 9 | Company or Charity Registration Number | SC 270103 | Information |
| 10 | VAT Registration number | 842988380 | Information |
| 11 | Is your organisation part of a parent company? If yes, please provide the name of the immediate and ultimate parent company Please select your organisation type: | No | Information |
| 12 | i) a public limited company | LTD | |
| | ii) a limited company | N/A | Information |
| | iii) a limited liability partnership | Yes | Information |
| | iv) other partnership | N/A | Information |
| | v) a sole trader | N/A | Information |
| | vi) other (please specify) | N/A | Information |
| 13 | Please indicate whether your organisation is bidding: | | |
| | i) to provide the services required itself | Yes | Information |
| | ii) in the role of Prime Contractor and intends to use third parties to provide some services | No | Information |
| | iii) as part of a consortium | No | Information |
| | If your answer is (ii) or (iii) please indicate (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement. | N/A | Information |

| | | | |
|-----|---|--------------|-------------|
| 14a | <p>Is your business an SME? An SME Business Owner is a small or medium sized enterprise that has either less than 250 employees or with an annual turnover of less than €40 Million Euro, or both.</p> | <p>Yes</p> | Information |
| 14b | <p>If your business is an SME, please declare the category in which it best fits: Micro (<10 employees) Small (<50 employees) Medium-Sized (<250 employees)</p> | <p>Small</p> | Information |

| Question Number | For completion by non-UK businesses ONLY | Tenderer Response | Evaluation Criteria |
|-----------------|---|-------------------|---------------------|
| 15 | Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state). | N/A | Information |
| 16 | Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this. | N/A | Information |
| Question Number | <p>Grounds for Discretionary Rejection - The Authority is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether or not you will be able to proceed any further in respect of this procurement exercise.</p> <p>Is any of the following true of your organisation?</p> <p>a) being an individual, is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;</p> <p>b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or</p> | Tenderer Response | Evaluation Criteria |
| 17 | <p>a) being an individual, is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;</p> <p>b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or</p> | No | Information |
| | | No | Information |

| | | | |
|----|---|----|-------------|
| 18 | <p><u>c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?</p> | No | Information |
| | <p>Has your organisation been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?</p> | No | Information |

| Question Number | Financial Information | Tenderer Response | Evaluation Criteria |
|-----------------|--|--|---|
| 19 | <p>Please note an independent financial assessment may be carried out on your organisation and those without an acceptable credit rating may not be considered for the next stage of the tender process in line with Regulation 23, 24 and 26 of The Public Contracts Regulations 2006 SI No 5</p> <p>Please provide one of the following set out below</p> <p>i) A copy of your audited accounts for the most recent two years ii) A statement of your turnover, profit & loss account and cash flow for the most recent year of trading iii) A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position iv) Alternative means of demonstrating financial status if trading for less than a year</p> | <p>Note: Accounts can be submitted on-line or posted to: UKHO, Admiralty Way, Taunton, Somerset TA1 2DN</p> <p>included included included N/A</p> | <p>Information Information Information Information</p> |

| Question Number | Insurance | Tenderer Response | Evaluation Criteria |
|-----------------|--|-------------------|---------------------|
| 20 | Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £5 million. Please provide evidence that you have this in place. | Attached: Yes | Information |

| Question Number | Experience and Contract Examples | Tenderer Response | Evaluation Criteria |
|-----------------|---|--|---------------------|
| | <p>Please provide details of up to three contracts from either or both the public or private sector, that are relevant to the Authority's requirement that have been performed during the past three years i.e. highly technical data and terminology translations.</p> <p>i) Customer/organisation name; customer contact name, phone number and e-mail; contract state and completion date; contract value; brief description of contract (max 250 words) including evidence as to your technical capability in this market</p> | <p>entered into contract on Feb 2011 - ongoing, GBP to date; Translations of marine technology related technical, operational, legislative, tender documents from and into various European languages. Samples include: manuals for operation and maintenance of MST (Craft Layout & GA, Console Instrumentation & Controls, Engine & Drive, Fuel System, Steering & Control, Electrical System, Bilge System, RAW Water System, Exhaust System, Self righting Frame & Equipment, Stern Ramp Release & Recovery System, Hybrid Sponsons, Equipment Stowage, Fire Extinguishers, Lifting, Craft Operation, Craft General Maintenance, GRP Hull, Sponsons, Engine & Drive, Fuel System, Console, Hatches & Deck Plate, Inboard powered Craft);</p> <p>Technical Specification: navigational systems; [REDACTED]</p> <p>linguists available with expertise specific to the project and much larger projects can be managed. An excellent pool of professional linguists available with expertise specific to the project and much larger projects can be managed.</p> | <p>Information</p> |
| | <p>ii) Customer/organisation name; customer contact name, phone number and e-mail; contract state and completion date; contract value; brief description of contract (max 250 words) including evidence as to your technical capability in this market</p> | <p>contract completed in 2008, value: GBP; Description: Translations from Russian to English of Sanitary and Epidemiological Monitoring of the Russian Federation, technological processes, sanitary regulations and norms, EU directives, aquaculture products, highly technical descriptions related to the fishery field, etc.</p> | <p>Information</p> |

| | | | |
|----|---|---|-------------|
| | <p>iii) Customer/organisation name; customer contact name, phone number and e-mail; contract state and completion date; contract value; brief description of contract (max 250 words) including evidence as to your technical capability in this market</p> | <p>contract completed in 2011, value: GBP: Description: Translation of Algerian legislations from French into English for oil drilling operations, including safety, environmental, security, civil engineering activities, chemical management and Asbestos, occupational health, air legislations, flora and fauna, transport, dangerous goods, incident prevention, etc. The client required a fast turnaround and quality. We provided all and surprised the customer by completing the project before agreed date. An excellent pool of professional linguists available with expertise specific to the project and much larger projects can be managed.</p> | Information |
| 22 | If you cannot provide at least one example, please briefly explain why (100 words max) | N/A | Information |

| Question Number | Staffing | Tenderer Response | Evaluation Criteria |
|-----------------|--|---|---------------------|
| 23 | How many staff does your organisation (including consortia members or named sub-contractors where appropriate) employ relevant to the carrying out of services and/or delivery of goods similar to those required under this contract? | 18 staff, over 3000 freelancers and access to additional specialist resources to ensure that linguists selected for the jobs have specialist training, experience and expertise in the field as well as translation services. Translators only work into their mother-tongue. | Information |

| Question Number | Environmental | Tenderer Response | Evaluation Criteria |
|-----------------|--|-------------------|---|
| 24 | Has your organisation within the last 5 years had any legal action taken against them under your country's environmental legislation? If yes, please describe the steps taken in response to the legal action, to ensure that your organisation complies with environmental legislation in future. | No | Information (suggested assessment criteria included in Templates / Environment Questions spreadsheet) |

| | | | |
|----|---|--|--|
| 25 | <p>Does your organisation have a formal environmental and/or sustainability policy? If yes, please state the principles and/or objectives outlined in the policy relating to: pollutants including Greenhouse Gases (e.g. Carbon Dioxide); use of natural resources (e.g. water); energy use; and generation/disposal of waste. If not, how is your organisation's approach to minimising any associated environmental impacts conveyed to staff and customers/clients?</p> | <p>Concern for the environment is an integral and fundamental part of Global Voices' corporate business strategy. Global Voices is committed to good environmental management practice and the prevention of pollution in connection with carrying out its own business operations. Global Voices will, so far as is reasonably practicable: a. Comply with its legal obligations under the current Health, Safety and Welfare Act and the Environmental Protection Act, together with all other applicable statutory provisions and relevant codes of practice. b. Promote health, safety and environmental awareness throughout the organisation. c. Maintain a safe and healthy working environment for its employees, with adequate facilities appropriate to the nature of the business activities. d. Minimise the social impact of the company activities and avoid damage to the environment through regular reviews of the business from environmental and management systems audits. f. Undertake environmental impact studies as part of any company relocation or enlargement of existing facilities. g. Avoid pollution of air, land and water wherever possible h. Improve the working environment e. Support the local community in its environmental initiatives j. Seek to achieve environmental excellence in all our business operations k. Train and regularly consult employees on good environmental practices</p> | <p>Information (suggested assessment criteria included in Templates / Environment Questions spreadsheet)</p> |
|----|---|--|--|

| Question Number | Governance | Tenderer Response | Evaluation Criteria |
|-----------------|--|--|---------------------|
| 26 | <p>Do you have a Business Continuity Management Policy in place that is endorsed at the Executive level? If yes, please enclose a copy.</p> | <p>YES, included as an attachment.</p> | <p>Information</p> |
| 27 | <p>Do you have a Quality Management System? If yes, please enclose a copy of the contents page and any certification details <u>including the scope covered</u>, e.g. <u>by a BS EN ISO 9001:2008 certificate</u> or equivalent.</p> | <p>Yes, 3 files included: Scope, Contents and Certificate</p> | <p>Information</p> |

| | | | |
|----|---|---|-------------|
| 28 | Do you have a Security Policy in place endorsed at the Executive level? If yes, please enclose a copy of the contents page. Where applicable, please also state what security clearance level your company has authorisation to handle work up to and if you have various security equipment and procedures in place. If your company does not hold any Security clearances please state so too. All security clearances, definitions and procedures shall be in accordance with UK Government Joint Services Publication 440 (JSP 440) or equivalent | Most of staff and freelancers are Disclosure Scotland or CRB verified. Company in process of re-registration with Disclosure Scotland. We will be happy to ensure full compliance with your security requirements as applicable to provision of translation services. Security Policy available, copy attached. | Information |
| 29 | Do you have an Information Assurance and Data Handling policy? If yes, please enclose a copy of the contents page. | Yes, please see DOC CONTROL-07-11. Procedures also in place to ensure confidentiality of Client printed and electronic materials. | Information |

| Question Number | Mandatory Questions | Tenderer Response | Score (In / Out) | Evaluation Criteria | SOR Reference |
|-----------------|---|-------------------|------------------|---------------------|---------------------------|
| 30 | Please confirm that your company can supply translations services (from, and into English) for those languages stated in the Statement of Requirements (embedded in the covering PQQ document). | YES | | Mandatory | 1.4.1, 1.4.2.1 & 1.4.2.11 |


| | | | |
|----|--|------------------|---|
| 31 | <p>YES, we are able to translate highly technical information, provided in the form of data and data positioning, specific industry based details, such as geographical positioning and products, etc, and translation of terminology used in a specific field of expertise. Examples from the last 12 months include hundreds of technical manuals, user guides, patents, norms, legislations, regulations, IT strings for mobile apps, marketing materials, drug inserts, security technologies, road engineering plans and technologies for the Crown Agents, data specifications, international standards, tenders, policies, weight measures, AutoCAD, PowerPoint drawings, technical reports, product specifications, manuals for operation and maintenance of MST (Craft Layout & GA, Console Instrumentation & Controls, Engine & Drive, Fuel System, Steering & Control, Electrical System, Bilge System, RAW Water System, Exhaust System, Self righting Frame & Equipment, Stern Ramp Release & Recovery System, Hybrid Sponsons, Equipment Stowage, Fire Extinguishers, Lifting, Craft Operation, Craft General Maintenance, GRP Hull, Sponsons, Engine & Drive, Fuel System, Console, Hatches & Deck Plate, Inboard powered Craft, [REDACTED] publications, security clearance certificates, etc.</p> | <p>Mandatory</p> | <p>1.4.1, 1.4.2.1, 1.4.2.9 & 1.4.2.12</p> |
| 32 | <p>Please confirm that your company is able to translate highly technical information. By the term highly technical the UKHO means: information market based details e.g. geographical positioning and products etc, and interpretation of terminology used in a specific field of expertise. Please provide example(s) of the type of highly technical translations which you have translated recently i.e. in the last 12 months.</p> <p>Please confirm that you can meet the stated delivery lead times provided as detailed in the Statement of Requirements. For FGNMs work primarily needs to be translated into any language within 48 hours on average. For Commercial and senior management orders translation needs to be translated into any language within several days on average, and Sailing Direction books need to be translated with 10 working weeks ordinarily. Please confirm that you can meet these demands and timescales.</p> <p>In the Statement of Requirements it details the estimated volume of work under any award of contract. Please confirm that your company would be able to manage this, either through inhouse or external resources.</p> | <p>YES</p> | <p>Mandatory</p> <p>1.4.1 & 1.4.2.5</p> |
| 33 | <p>YES. In-house staff and freelancers will be used. This contract will not be sub-contracted.</p> | <p>Mandatory</p> | <p>1.4.2.2</p> |

| | | | | |
|--|------------|---|------------------|--|
| <p>Please confirm that your company has a set of quality assurance and verification processes in place for all translation work received and used prior to return of work to the customer. Please provide an overview of the quality assurance and verification processes used within your company, which demonstrate completeness, accuracy, understanding, and correct grammatical use of English (or other language) are all considered and included in all checks undertaken. These requirements are essential for the assessment of data to ensure the safety of navigation at sea.</p> | | <p>YES, Global Voices has an ISO approved set of quality assurance and verification processes for all translations. These processes are regularly audited internally and externally and evolve with input from our staff and clients. Overview:</p> | <p>Mandatory</p> | <p>1.4, 1.4.1, 1.4.2.4 & 1.4.2.6</p> |
| <p>34</p> | | | <p>Mandatory</p> | <p>1.4.1 & 1.4.2.4</p> |
| <p>35</p> | <p>YES</p> | <p>Please confirm that your company can receive and provide translation work electronically i.e. via e mail and via FTP site/portal and in the latest Microsoft Word and pdf format. Please confirm that your FTP site is reliable, available & maintainable (as a minimum in normal office working hours).</p> | <p>Mandatory</p> | <p>1.4.1 & 1.4.2.4</p> |
| <p>36</p> | | <p>Please confirm that a reliable and dedicated point of contact is available for general issues with any orders placed/to be placed (i.e. Account Manager). Please also confirm that you can provide a prompt response and dedicated IT point of contact for any IT issues relating to the FTP site or e mail address.</p> | <p>Mandatory</p> | <p>1.4.1 & 1.4.2.4</p> |
| <p>37</p> | | <p>YES: SDL TRADOS</p> | <p>Mandatory</p> | <p>1.4.1, 1.4.2.3 & 1.4.2.7</p> |
| | | <p>TOTAL</p> | <p>In / Out</p> | |

| | |
|--------------------------|--------------------|
| <p>Question Number</p> | <p>Declaration</p> |
| <p>Tenderer Response</p> | |

| | |
|--|------------|
| <p>38</p> <p>I declare that to the best of my knowledge the answers submitted in this POQ are correct. I understand that the information will be used in the process to assess my organisation's suitability to be invited to tender for the Authority's requirement and I am signing on behalf of my organisation. I understand that the Contracting Authority may reject this POQ if there is a failure to answer all relevant questions fully or if I provide false/misleading information.</p> | <p>YES</p> |
| <p>Form completed by: _____ Form completed by: 17 May 2012</p> | |

- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of its business or profession;
- (e) has not committed an act of grave misconduct in the course of its business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required by this Statement;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

| | |
|----------------------------|--|
| Organisation's name | <i>Interlanguage Translation Ltd.</i> |
| Signed |  |
| Position | Director |
| Date | 8 th of May 2012 |

ANNEX A – Statement Relating to Good Standing

Contract Title: UK-Taunton: translation services

Contract Number: 2012/S 72-119519

1. We confirm, to the best of our knowledge and belief, that **Interlanguage Translation Ltd.** including its directors or any other person who has powers of representation, decision or control of **Interlanguage Translation Ltd.** has not been convicted of any of the following offences:
 - (a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;
 - (b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 - (c) the offence of bribery;
 - (d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985;
 - (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
 - (e) money laundering within the meaning of the Money Laundering Regulations 2007; or
 - (f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. **Interlanguage Translation Ltd.** further confirms to the best of our knowledge and belief that it:
 - (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;



Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

Policy Number : 66 OSP 5015604

Name of Policyholder: InterlanguageTranslation Ltd

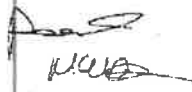
Date of Commencement of Insurance : 27 April 2012

Date of Expiry of Insurance : 26 April 2013

We hereby certify that subject to paragraph 2 :

1. the Policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
2. the minimum amount of cover provided by this Policy is no less than £5 million (c)

Signed on behalf of
Aviva Insurance Limited
Authorised Insurers


Authorised Signatory
David McMillan
Chief Executive Officer, UK General Insurance

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Company Presentation

Interlanguage Translation Ltd.

Prepared by Manuela Simonetti



We make communication happen

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London • England • NW6 1QD Tel. +442077942929 • Fax.
+442077942929 • Website. www.iltgroup.eu • Email. info@iltgroup.eu
VAT No GB681559991

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| | |
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1 Overview of the company and location of Interlanguage Translation Ltd.

Company name: Interlanguage Translation Ltd. (ILT)
Registered Office: C/O Dodd Harris & Co 35/37 Brent Street, London, NW4 2EF, UK
Operational office: 59 Hillfield Road, London NW6 1QD
VAT: GB681559991
Company's reg. no. 3247206
Incorporated in 1996
Regional office: Rome, ILT srl

Overview of the consortium: the "Circle"

"the Circle" is a consortium of SAP certified LSPs and ELIA (European Language Industry Association) members active on a global level for the provision of translation, localization and interpreting services. Some of the companies involved are also ATC (Association of Translation Companies) companies and ITI (Institute of Translation and Interpreting) associates. All companies involved have similar production workflows and processes, use TMs and offer DTP services in for the relevant language combinations (English – local language – English). Interlanguage Translation Ltd. will work as Consortium leader and Account Manager. And its Global Project Manager will take care of all the word distribution and delivery. (see file ConsortiumCompanies.xlsx)

2 Scope of Work

At its inception, the company was set up mainly as a localization provider for business software and multimedia products. Due to increasing demand in the legal, financial and medical sectors, the company diversified and progressively specialised in these areas. Interlanguage Translation Ltd. translates into all European languages and, more recently into Chinese and Korean. All translations are performed exclusively by qualified mother tongues, whereby all assignments are distributed according to the relevant specialization.

3 Active Translation Contracts and development in the last 3 years

The client portfolio of ILT has progressively expanded, in line with the aforementioned area diversification.

The translation of business software (including legal and financial applications and ePortals) is still the main activity, with an overall share of 40% of total revenue over the last 2 years. The average translation capacity in this field amounts to around 4.800.000 words per year (main customer: SAP AG, followed by IDS Scheer, Software4Professionals, Cideon and other assignments).

We also work for national and international institutions.

We qualified to work for the **Winter Olympic Games in Turin, 2006** (Comitato organizzatore). Our activities spanned over 4 years and we translated a considerable amount of documentation, covering a wide variety of subjects, many of which of very technical nature (Impact analysis of the Games on the Environment).

An important customer is the **Bundeszentralamt für Steuern** (German Inland Revenue); the first contract for the provision of legal/financial translation was signed in 2005, the second contract was confirmed in October 2009. The languages translated are: German, Italian, French, English, Spanish, Hungarian, Czech, Russian, Romanian, Norwegian, Slovak, Slovenian and Croat.

This project requires a very accurate and precise handling of all project management activities. In order to support the translation of picture-scanned documents, we introduced an OCR scan step into our translation workflow, so that we can still use our translation tools (memories and glossaries, integrated in the translators' desktop).

Turnover for the aforementioned legal translation service in 2009: [REDACTED]. The volume was reduced in 2010 due to a reduction of the languages covered (our tender price was undercut by other bidders).

Another important customer since 2005 is the **European Court of Justice** (the translation concerns mainly Opinions of Mr Advocate General from English and German into Italian).

In 2010 Interlanguage Translation Ltd qualified with the **Translation Centre for the Bodies of the European Union** and became operative in August 2011 (legal texts).

In 2011 Interlanguage Translation Ltd qualified to work for the **EU Commission** for the translation of their Web Publications.

Since 2002, Interlanguage Translation Ltd. has been cooperating with the Legal Departments of many Financial Institutions, among which:

PWC - Custom Markets plc

CS Legal and Compliance Department, Credit Suisse

Barclays Bank (Fraud Department)

Lexlingua (Maritime Law, Charteaparties, Naval Accidents Reports)

One of our main customers is **SAP AG, Walldorf** a company for which we have translated millions of words of highly technical documents, both for product translation (ERPs and generally software), marketing campaigns, multilingual SEO and the legal department (various fields: **Insurance, Reinsurance, Banking, Public Administration, Compliance, Risk Management, Case Management**)

On Consortium Basis, this experience is greatly magnified, with our Dutch partner specialising in Maritime and Navigational translation.

Turnover trend in the last 4 years:

Over the last three years, the Company's turnover was as shown in the table. Under "Legal Translation" you find the share on the total revenue pertaining to Legal Translation Services.

| Tax Year | Total Turnover (Gross) |
|-----------------|-------------------------------|
| 2006 | GBP [REDACTED] |
| 2007 | GBP [REDACTED] |
| 2008 | GBP [REDACTED] |
| 2009 | GBP [REDACTED] |
| 2010 | GBP [REDACTED] |

5 Experience with similar projects:

Our company has extensive experience in the management of ongoing translation contracts for international and national Institutions and has set up a structure capable of dealing with complex legal/technical requests. ***Our team of lawyer linguists (all lawyers with an extensive experience in the translation field) is in charge of all legal translations and of the revision of patent documents.***

In the last 3 years, the company has employed 7 in-house translators, 1 in-house reviser and 1 in-house terminologist. However, we work primarily with free-lancers; most of whom have had a relationship with our company for several years and have regularly attended our professional development courses.

The strengths of the consortium, taken together, increase exponentially the specific strengths of the Lead company. We can thus cover all requested languages guaranteeing high qualitative standards.

CUSTOMER REFERENCES

- 1) **Bundeszentralamt für Steuern, An der Kuppe 2, 53225 Bonn**

Contact: [REDACTED]

2) **European Court of Justice**

Contact: [REDACTED]

3) **Credit Suisse**

Contact: [REDACTED]

4) **Barclays (City Translation):**

Contact: [REDACTED]

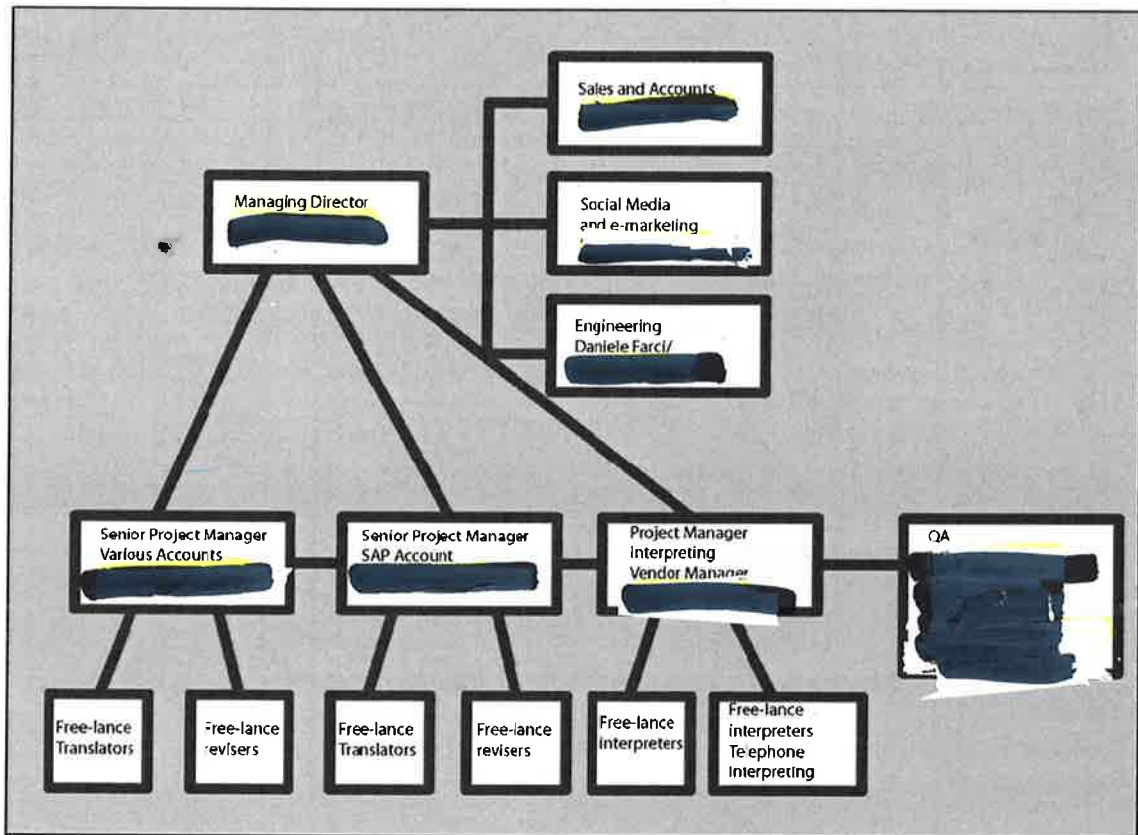
5) **Lexlingua**

Contact: [REDACTED]

6) **SAP AG**

Contact: [REDACTED]

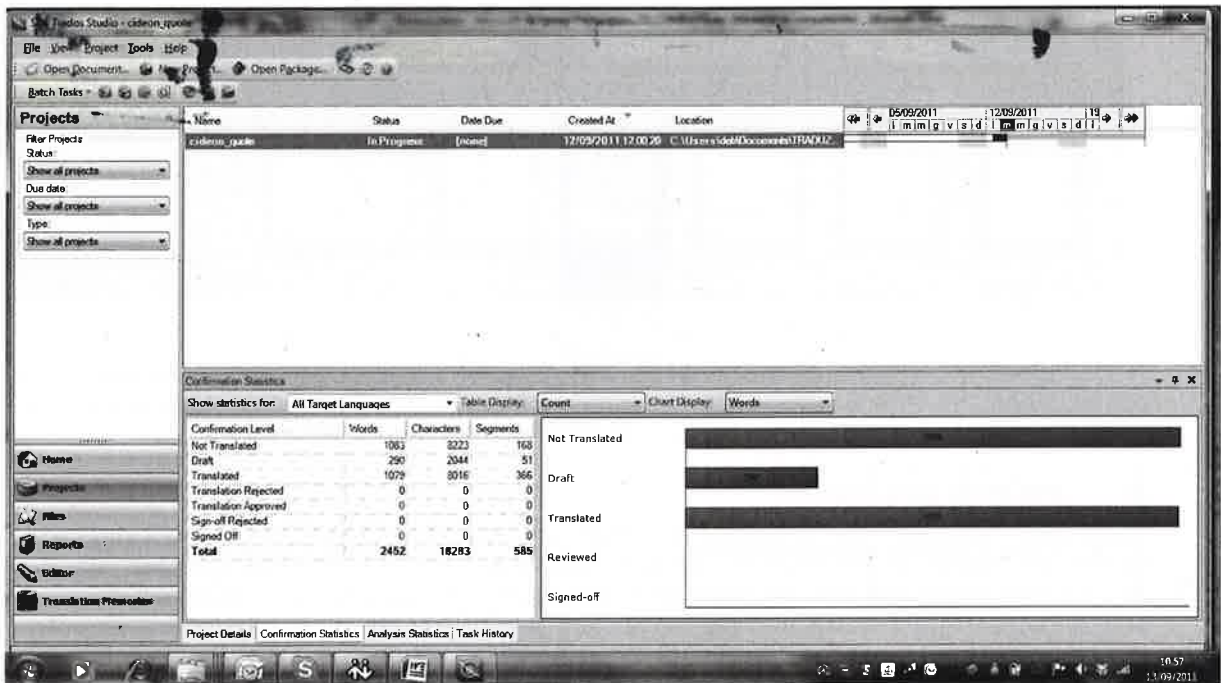
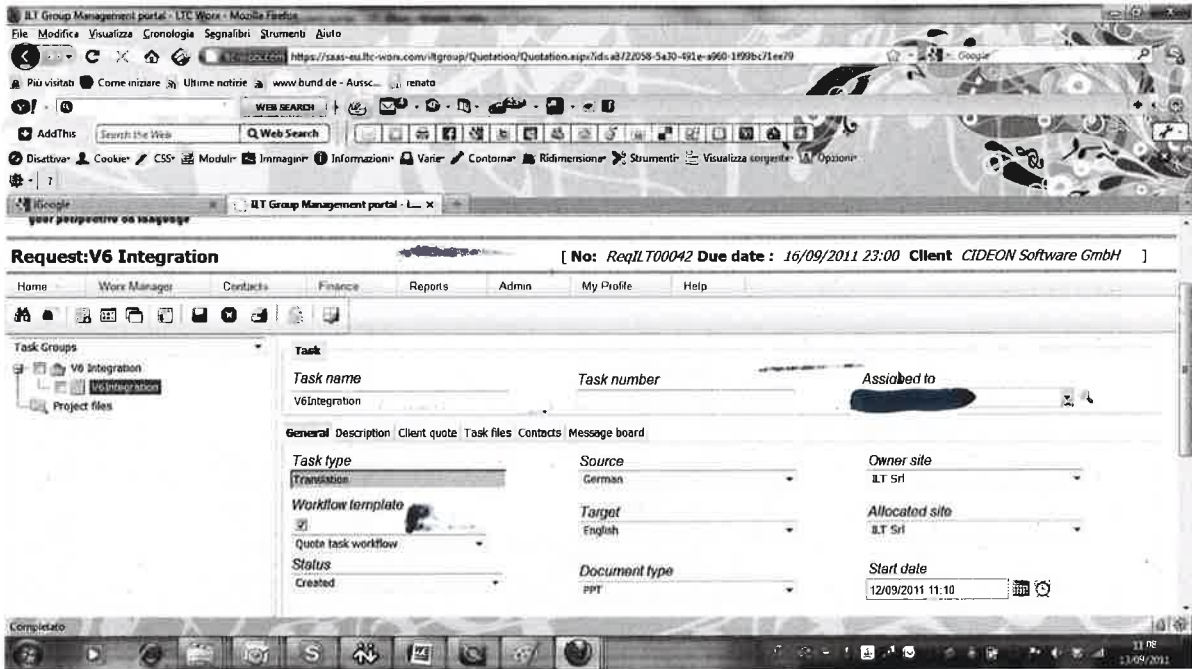
6 Organisation Chart



The administrative and organizational requirements of a specific project will be handled by the assigned PM, who is responsible for the entire production cycle, from budget definition to invoicing. Our PMs are TILP (Institute of Localization Professionals) certified.

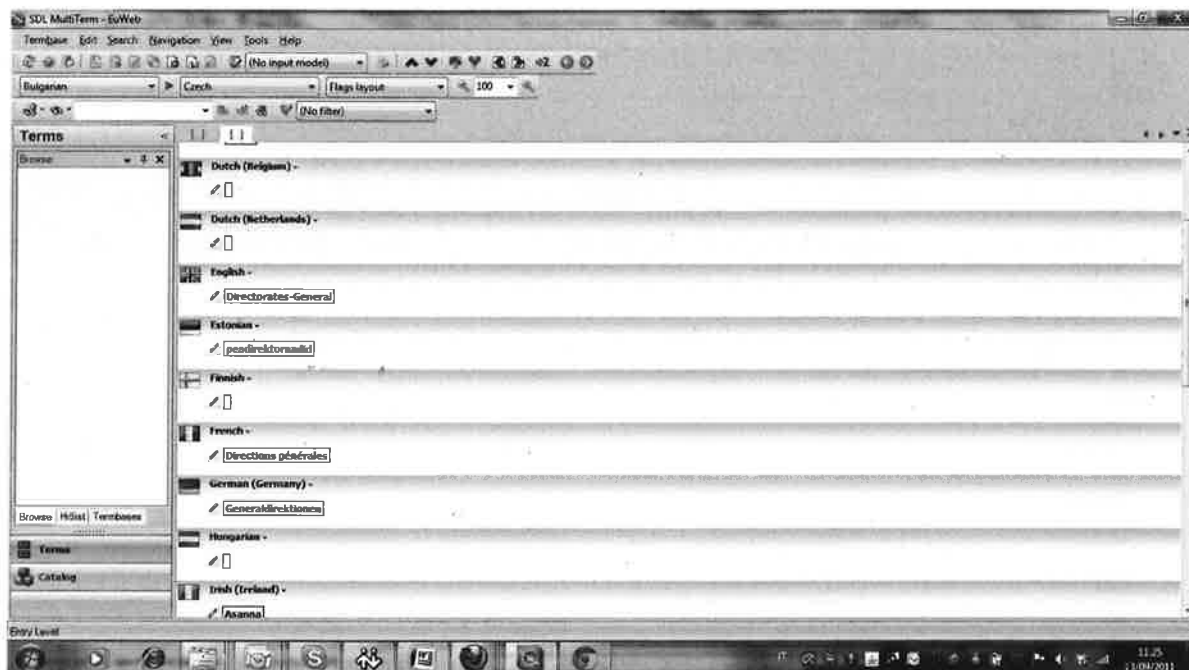
a) **PM Role description**

The Project Manager role includes the design and control of the entire project execution. The person who works as PM has considerable experience, very strong organizational skills, is able to coordinate and allocate teamwork and knows the specifics of a multilingual environment. He/she is responsible for project design and planning – initial analysis of project constraints and deadlines, definition of resource capabilities with relevant scheduling, definition of reference materials and glossaries and their dissemination, QA and budgeting activities. The PM is also responsible for project control, and for defining strategies for bottlenecks or critical unplanned events, which might require new planning of the entire cycle to respect set deadlines and further cost control. The PM role is supported by proprietary software modules which allow for productivity measurement in the different project phases (Analysis, Translation, Editing, Customer Control, Second Editing) and Worx software. QA assurance is an important phase of Project Management, currently supported by the use of QA Distiller.



b) Terminologist's role description and recruitment

The main task of a terminologist is to define the glossaries used for a specific project, according to the particular requirements of the customer. Our glossaries can be accessed online and are shared among all translators working on a specific project. If our customer wishes to retain control over the terminology used, he/she can also consult terms online, and act accordingly and eventually validate the terms at the beginning or in the course of the project. The terminologist also defines the termbases that will be used during the project; the PM will then circulate a list of these sources to all parties. The terminologist will use all available glossaries, including IATE and Eurodicautom online glossaries, as well as all specialist glossaries (mono/bi/multilingual, Web-based or hardback). All terminology is validated prior to use. Word extraction procedures and glossary compilations are carried out internally using SDL software.



c) *Translator's role description and recruitment procedure*

All translators working with ILTgroup have been working with us for a considerable amount of time, and have demonstrated very favourable results. They know how we work, what our requirements are and have learned to work as part of a well integrated team.

When a project involves numerous translators, it is paramount that communication among all the parties concerned is efficient and flows smoothly. We achieve this goal by using an online communication tool, as well as a forum and newsgroups.

And on complex projects, all translators involved can access centralised TMs, so that uniformity and coherence are guaranteed throughout.

All translators involved in our projects are specialists in their area, and all mother-tongue in the relevant target language.

Priority is given to those translators who are accredited members of renowned professional associations (ATA, BDUE, ITI, AITI AIIC...), and to all those that successfully take our entry examination, consisting of a written test.

We have developed a certification procedure for all free-lance translators, which accurately reflects their degree of technical knowledge and professional development.

d) *Reviser's role description and recruitment procedure*

Revisers are critical to the good outcome of a translation.

Revisers have to demonstrate considerable experience in the field of expertise, be accredited members of a professional association and be able to interact constructively with the translators.

For the revision tasks, revisers are asked to use our technical infrastructure (SDL Workbench and Multiterm and QA Distiller)

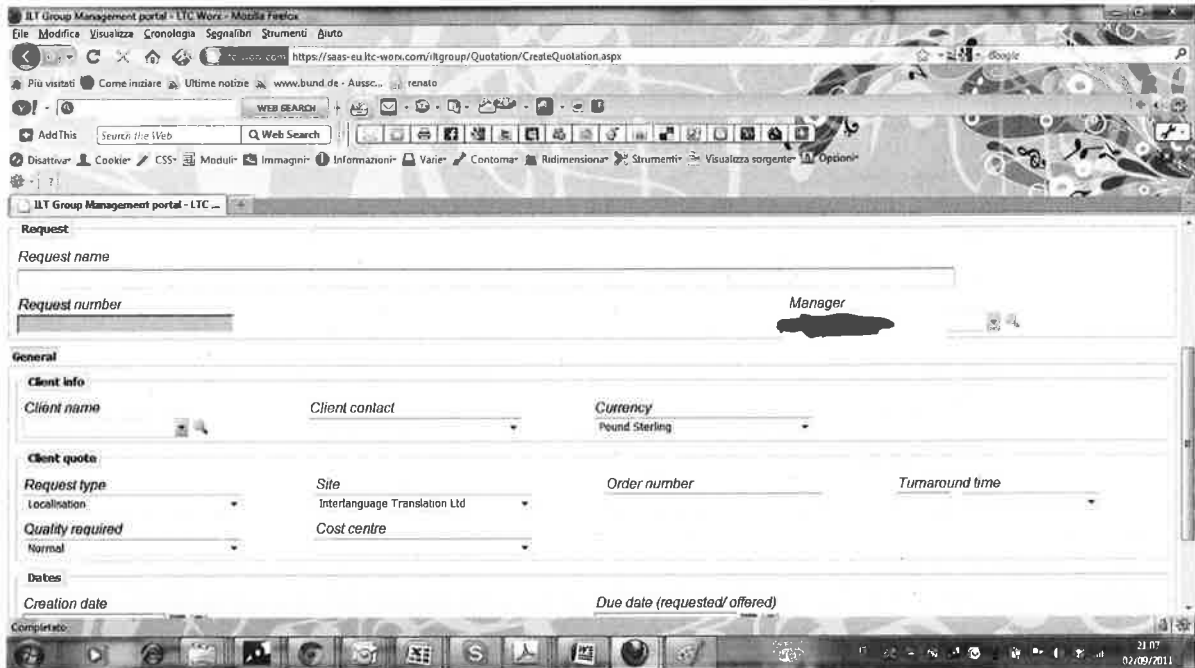
e) *External consultants*

External consultants are important during the QA phase and are called upon to check that the final text is suitable for the specific area of specialization. This is particularly important in the field of Intellectual Property Filings.

f) *Localization engineer*

Localization engineers perform all those technical tasks needed to prepare the translation environment, especially when the object of the translation is a software or an application.

7 The process cycle



a) Project Analysis

Project Analysis is carried out entirely by the PM.

The phase of analysis aims to: identify which translators should be included in the project according to specific strengths and abilities; establish the specific thematic/text characteristics of the files to be translated; check formats, execute any necessary conversions that will allow materials to be translated with our CAT tools. If there is pre-existing material, a TM with an alignment process is created to leverage the existing translation as much as possible. If files show repetitions and 100% translated phrases, they are pre-translated and the translator assigned to the relevant file will then have to proofread the leveraged text.

During analysis, the execution times for each individual role are defined, taking into consideration general timescales and the specific issues of each role, which vary according to the project characteristics.

Timescale includes periodic reviews (programmed meetings to discuss eventual problems, progress ...) as well as times and procedures adopted in the final stage of the cycle: 4 eyes review, final revision by consultant.

During analysis, the PM also takes specific steps for lowering risk in general; a back-up list of substitute translators is created and availability is verified; The PM will also check that appropriate back-up measures are in place to avoid, or at least minimize, data loss (TM backup is done on a weekly basis).

b) Translation

Files or relevant material are distributed to the selected translators, together with all reference material for the project undertaken: the TM path, the login info, the Multiterm glossary to be used and – when relevant – the newsgroup/querytracker to be used for addressing issues which might arise and for clarification requests. The communication infrastructure thus created ensures that the history of all questions is recorded, which, at the end of the relevant project, will be systematised and leveraged. This also provides for an immediate and seamless communication structure.

c) Editing

Once the translation is completed, the text is ready for editing (4 eyes principle). QA Distiller/SDL Studio checks are applied (automatically) on technical texts, a spell-check and a copyediting phase is applied on creative text production, in order to verify that the target text is coherent with the source text requirements. If the text is very specialized, we ask a consultant to check on its specialised content. Once all corrections are implemented, the file

(still unclear) is cleaned, and our TM updated. Thus, the quality and correctness of TMs is guaranteed.

d) Customer revision

At this point, we deliver the files to the customer – via ftp, mail, VPN or other specified method. If the client wants to implement further changes, there is a second revision phase.

e) Second revision

All change requests are implemented according to the customer's wishes and all changes are updated in the relevant TM. A record of preferential changes is kept for reference.

f) Peaks handling

As previously pointed out, we do have an efficient PM tool that allows us to quickly sort out new translators for a specific task. Prior to working with the new recruit, we would inform our customer about the specific need to include the new person in our team and submit all relevant documents, awaiting our customer's go-ahead.

g) Handling the client's feed-back

Feed-back is crucial for all work performed. For that reason, it is important that the client concerned indicates what did or did not work well.

All feedback will be logged into our project management system and taken into account for future projects.

All corrections proposed by any customer will be implemented into the text as required, and submitted for reference to the translator in charge of the initial translation for reference.

All terminological changes proposed will be included into our centralised terminology tool, can be accessed by customer directly.

h) Backup methods

Each week, our Linux server performs a general back-up of all configurations and contents. The backup is done on CDs, which are archived accordingly.

We produce backup copies for all projects assigned (files are all duplicated into our project management system, and as such available anytime at a click).

8 ISO Certification and Quality assurance

Interlanguage Translation Ltd. was ISO certified in 2000 and 2001. We decided to stop certification since it did not add value from a commercial point of view and our company was subsequently certified by SAP in observance of very strict procedural standards.

We have implemented statistical quality assurance processes throughout the production phases. We emphasize, in particular, uniformity and standardisation of all production processes involved by using tools aimed at guaranteeing formal consistency.

We apply automatic formal checks on all texts.

As mentioned, creative writing has to undergo a different set of QA rules which are less "measurable". The formal structure of target texts does not always reflect the relevant source and thus makes formal statistical checks inapplicable.

In the case of marketing or creative text production, the last word is given to the copyeditor, who will elaborate the text and deliver it back to the reviser for a final reading.

Job-specific instructions and reference materials provided, and how

Each project is introduced by a project page, which includes:

Specific requirements as format, page set up or else

Delivery date

Reference materials.

Indication of which memory to use

Indication of which terminology database to use

Indication of whom to contact for specific queries

Reference Materials will be provided in all projects and indicated in our system project page. Each project will be logged into our system and delivered, with all relevant reference files and materials, to the chosen translator.

All legal translations are submitted to a double-eyes check by one of our lawyer linguists.

9 Membership to National Association of Translation Companies

The owner and Director is member of the ITI and applies business standards subscribed by the same association.

We recently were admitted to the Association of Translation Companies (ATC, member of the EUTAC).

10 EN15038 certification

The Company is not EN1508 certified, but has been certified by SAP AG in view of its partnership. Four extensive audits on processes and procedures were so far performed.

11 Quality Management System

The Company has implemented a Translation Management System that allows streamlining, tracking and tracing functions, improving total quality and administration tasks.

12 Quality Charter

The Company aims to incrementally improve its processes by the elimination of "waste" and undergoes an annual internal and external review of its processes and procedures.

We apply the standard business terms for translation developed by the ITI /BDU and other associations.

13 Job allocation and skills

All translators selected for this tender have matured a considerable experience in the field of International Organisations (UN, FAO, USAID, UNICEF, ECOWAS, WORLD BANK, EU...).

Our Project Management System allows us to rank translators according to their experience in a certain field. It is our policy not to include translators with less than 3 years experience in a specific field.

The translators included in the tender team have on average more than 10 years experience in the translation of the required texts.

For a specific indication on how our Project Management System works, please see the screenshots:

Supplier search by subject and sub-subject:

The screenshot shows a web browser window displaying the 'ILT Group Management portal - LTC Work - Mozilla Firefox'. The page contains several search filters:

- Organisation / surname**: First name, Type, Mother tongue (German), Phone number, Is approved?
- E-mail address**: Job title, Is active?, Site, Is organisation?
- Search by language pair / prices**:
 - Language pair**: Skill (Translation), Source (English), Target (German), Rating
 - Price**: Currency (Euro), Unit (Page), Unit fee, Minimum fee
- Search by subjects**: Subject (Patents Translation), Sub-subject (Mechanical)
- Search by availability**: Completato

The browser's address bar is redacted with a black bar. The system clock at the bottom right shows 21:02 on 02/03/2011.

14 Equipment

a) Hardware

1 Linux server

2 Windows server
16 Pentium 4
1 multitask printer/scanner/fax device
1 HP multifunction laser printer
1 colour Minolta printer
1 colour HP printer
2 ASDL (20 giga in download, 512 guaranteed in upload, with a total of 16 static public IP addresses)
4 notebooks
1 mac pro

b) Software

Specialized technology for the production of multimedia publications:

SDL TM Server Studio 2009 and Workbench with centralised architecture (client server) for the administration of centralised Translation Memories and Glossaries. All our translators can concurrently access the centralised memories. Supported file formats: sdlxliff, ttx, itd, doc, dot, docx, dotx, docm, dotm, ppt, pps, pot, pptx, ppsx, potx, pptm, potm, xlsx, xltx, xism, xls, xlt, odt, ods, odp, sxw, sxc, sxi, rtf, html, htm, jsp, asp, aspx, ascx, mif, inx, idml, icml, xtg, tag, xlf, pdf, csv, txt, properties, rexc, xml, dita.

The included Project Management module allows for the distribution and tracing of translation progression (shareable with the customer)

TM Multiterm Server Tool used to create and administer centralized terminology databases. It is integrated in the translation environment. We create specialized glossaries that can be accessed on-line by all translators working on a project.

Catalyst 9.0 Software localization tool for processing Resource files. This tool can be easily combined with SDL Studio.

SAP Applications We use SAP's inbuilt translation transactions to complete SAP localization projects. We offer a complete service for customized developments. The connection to SAP is through dedicated VPN. We access SAP's servers remotely.

Adobe Creative Suite CS5 and CS3 A complete suit of DTP tools for the creation of multimedia material.

Eset NOD Antivirus Protection

Avira Antivirus Protection

Worx Management Portal (with separate Client and Vendor Portal with online access) (see Project Cycle Description)

Microsoft Office licences (2003 and 2007)

QA Distiller, for formal quality assurance tests.

Backup/Recovery tools

B) Confidentiality/Security

B1 Enforcement of strict obligations of confidentiality and secrecy under the tendered contract is guaranteed.

B2 We confirm that the personnel who may be involved in assignments for the Contract performance will sign a declaration of security obligations that information acquired while

providing the Services shall be kept confidential and secret and shall be used exclusively for the purposes of the Services' performance.

Policies and guidelines regarding information security

- We ensure that all contractors who process personal data (as defined by Directive 95/46/EC) on behalf of Interlanguage Translation Ltd. do so in compliance with the law.
- Premises Access Control – There is an access control in place to avoid unauthorised access to the company's premises.
- There is an access control process in place to restrict access to data centres or rooms where data servers are located
- There are partial alarm devices in place with regard to access area
- The service provision for ILT is carried out exclusively on systems of ILT, but access to personal data is carried out remotely also on non-ILT Hardware (e.g. OpenVPN/Astaro)
- All computers that are used to process personal data (including remotely) are password-protected after the boot sequence to prevent someone else accessing any personal data without authorisation.
- Are all computers that are used to process personal data (including remotely) are password-protected when left unattended to prevent someone else accessing any personal data without authorization
- Each user has a dedicated user ID for authentication against TM Server- VPN
- Each user has an individual password assigned to him/her
- There are rules and standards in place regarding password security
- There are rules and standards in place that prohibit the sharing of passwords
- There are rules and standards in place that outline processes after disclosure of a password
- There are rules and standards in place that require the regular changing of passwords
- Only authorized personnel or permitted employees of the company's subcontractors get access to applications which process personal data
- There is a process in place to modify/deactivate user accounts when a user changes job function or leaves company
- There is a process in place to modify/deactivate system administrator permissions, when an administrator changes job function or leaves company
- Only authorized personnel or permitted employees of the company's subcontractors get access to personal data
- Data carriers (like tapes and backup media) are stored in secure areas
- There is a process in place to prevent use and installation of unauthorized hardware and/or software in the company's IT infrastructure
- Personal data that is no longer required for the service provision are permanently and safely erased
- Personal data is encrypted during data transmission
- Removable media are used to transfer personal data (e.g. USB flash drive, CD, DVD, external hard disk, etc.)
- Users' and administrators' activities are logged on systems while processing personal data
- Only authorized personnel is permitted to modify any personal data within the scope of their function
- There are controls in place to monitor the fulfilment of contractual obligations of customers (SLA Monitoring)
- We work according written customer instructions or contracts
- The personal data received from different clients is processed and stored physically or logically separated to ensure that the data of a specific customer can be identified at all times
- Backups are performed regularly and the used backup storages physically stored in specially protected areas
- Restore tests of those backups are performed regularly (every 3 months).
- There are contingency plans or a business recovery strategy in place
- It is ensured that personal data of the client is not used for any purpose other than agreed
- It is ensured that clients' personal data is processed only on business equipment
- There is a policy in place to ensure that physical documents containing personal data are placed in a safe or secure environment such as a locked desk, drawer, filing cabinet, or other secured storage space when documents are left unattended
- There is a process in place for secure disposal of documents or data carriers containing personal data (shredding)
- here aAre firewalls in place on network level to prevent unauthorized access to systems and services on network level
- We ensure that each computer system runs an up-to-date antivirus solution
- There is a specific person responsible for Data Protection and Data Security

- It is ensured that employees processing personal data are trained on Data Privacy.
- It is ensured that employees processing personal data are trained on Data Security
- We employ subcontractors who have access to personal data. But they sign a NDA agreement.
- Internal controls or audits with respect to technical and organizational security measures are performed regularly
- We have not implemented an information security management system (ISMS)
- The service provision (contractual data processing) mainly rendered on behalf of the authority is performed in the UK

C) Quality control

Our company runs a certification program:

General Description

The ILT certification attests a translator's professional competence in translating from one specific language into another.

It is available to candidates who offer proof of eligibility to take the examination based on education and experience in SAP translation (Online and Offline) and another field of competence.

The certification is awarded after a candidate passes an examination administered under controlled conditions and comes with the obligation to continually improve professional skills through further education.

The ILT Group certification is available only to translators working for ILT Group and is valid for 2 years.

The ILT Group certification is currently available from German and English into Italian.

Examination Procedures

- The certification examination is a 4-hours exam in a specific language pair (i.e., one specific source language and one specific target language). The exam presents:
 - A SAP Online translation, valuated with the internal online QUETT
 - A SAP Offline translation valuated with internal QUETT
 - An additional passage of approximately 225-275 words. The candidate can choose one of the passages available from the domain of science/technology/medicine or the domain of law/business/finance.
- The completion of the excel sheet named "CertCriteria Translators" to assess the level of knowledge of the SAP translation environment, in addition to the procedures and the quality of the process used.
- Before taking the exam candidates are asked to complete a registration module with all their data.
- At the end the translator will be asked to send the translations (in case of offline translations) and all the documentation in a zipped file named ILTcert_NAME&SURNAME.zip.
- Candidates will be informed about the final results and will be given the assessment sheet with the comments of the assessor. The result of the exam will not be published anywhere and will remain property of ILT Group.

ILT certification requirements

- A degree or postgraduate qualification in a relevant subject or a corresponding qualification accepted by ILT
- At least three years experience in the field of specialization
- At least one year experience in SAP translation (Online, Offline or both)
- A translation degree or equivalent diploma
- Before taking the exam the translator has to sign the ILT Group non-disclosure agreement

Metrics

The following paragraph contains a list of the main criteria taken into consideration to evaluate the test translation. In case of SAP translation evaluation, such criteria shall be read in conjunction to the requirements contained in the Qett sheet.

- **Accuracy** The assessor may identify a scale of errors ranging from a minor slip, such as the wrong lexical/grammatical choice, to a disastrous blunder. A single grave error may lead to a 'Fail' such as a 'decrease' instead of an 'increase', the confusion of left and right, or a gross misunderstanding of the source text. Assessors should pay particular attention to the transcription of names, dates, numbers, etc.
- **Omissions** Substantial omissions (e.g. whole paragraphs) should be signalled by the assessor and would normally result in a fail. An omission of a single word must be judged by the effect this has on the accuracy of the translation (e.g. the omission of a negative could be disastrous). Any deliberate omissions by the candidate should be explained in a footnote.
- **Additions** Some texts may contain additions by the translator, often by way of explanation, which may interfere with the flow of the text or be off-putting for the reader. If the addition is substantial, the candidate should include a footnote explaining the reason for it.
- **Terminology** Errors under this heading could include:
 - a) Failure to use the generally accepted terminology of the passage in the chosen field.
 - b) Mistranslation of 'false friends'
 - c) Use of terms that, while accurate translations, are inappropriate for the context.
- **Register** When the register chosen is markedly inappropriate for the target audience in the relevant country.
- **Consistency** A minor violation of consistency would be the use of both 'realize' and 'realise', for example, or a mixture of the form of dates and times used, e.g. a.m./p.m. and the 24-hour clock; a major one would be a 'vehicle' which later becomes a 'machine'. The candidate should be consistent in the local language version chosen.
- **Grammar** E.g. a singular subject is used for a plural verb and vice versa.
- **Spelling** The candidate may have omitted an auto-spell check.
- **Punctuation** Examples of poor punctuation are over-use of the semi-colon or too few commas, affecting readability and flow; failure to close brackets; misuse of commas affecting the sense; and not honouring the conventions of the target language.
- **Layout** It is usually assumed that the translator will keep to the original headings, indentation, etc., but some texts have special requirements (e.g. spacing and font size). Minor discrepancies, such as no page numbers, should not be marked up.

Assessment Results

The exams will be judged as *Pass* or *NoPass*. A positive result means that:

- The translator has passed the internal SAP quett (Online and/or Offline)
- The translator has satisfied the quality criteria of ILT Group based on SAP quality
- The translator has reached a score of at least 70% points in the evaluation excel sheet attached to the translation exam.

If the result is a *No Pass* the translator will be notified together with an assessment report.

**CERTIFICATE OF REGISTRATION
FOR
VALUE ADDED TAX**



HM Customs
and Excise

INTERLANGUAGE TRANSLATION LTD
59, HILLFIELD ROAD
LONDON
NW6 1QD
092/000001622

REGISTRATION NUMBER 681 5599 91

EFFECTIVE DATE 1 NOVEMBER 1996

AMENDED
CERTIFICATE ISSUED ON 11 NOVEMBER 1998

RETURNS TO BE MADE IN RESPECT OF
PERIOD ENDING 31 DECEMBER 1998
AND THREE MONTHLY THEREAFTER

BANK CODE NO. 20-29-37
BANK A/C NO. 50761451

LEGAL ENTITY INCORPORATED COMPANY

TRADE CLASSIFICATION 74849 -
OTHER BUSINESS ACTIVITIES

Please check the above details are correct. It is particularly important that your bank details are accurate as they will be used to make any repayment of tax that may be due to you.

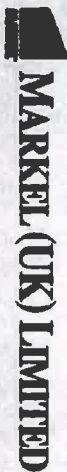
You should inform your Customs and Excise VAT Office of any error or change in these details. Please quote your registration number in all correspondence with Customs and Excise.

Your local office is

HM CUSTOMS AND EXCISE

FINCHLEY VAT OFFICE
THOMAS PAINE HOUSE
ANGEL SQUARE
TORRENS STREET
LONDON
EC1V 1TA

TEL: 0171 865 3100



2 Watlington Road, Clifton, Bristol, BS8 1PD
Tel: (01454) 312200
Fax: (01454) 312201

Confirmation of Renewal

To: THISTLE ASSURANCE SERVICES LTD
Date: 11th June 2011
Certificate Number: A282206011
Your Ref: Anthony Soyman
Assured: Interlanguage Translation Ltd and I.L.T srl
Class: MISCELLANEOUS (OTHER PROFESSIONALS) PROFESSIONAL RISKS
Period of Cover: 08/06/11 - 07/06/12 both dates inclusive
Reinstatement Facility: No

Many thanks for your recent instructions and we confirm that the under noted contract of insurance has been renewed in accordance with our terms dated 24th May 2011.

| Professional Indemnity | Limit: | Premium: incl IPT |
|------------------------|----------------|----------------------|
| Excess | UK / EU €250 | £439.41 |
| Jurisdiction: | European Union | |
| Scale: | Any one claim | |

Total Premium:
Premium (ex. IPT)
IPT @ 0.00
Total Premium including IPT

Documentation to follow (if applicable, any outstanding subscribers must be certified before documentation is issued).
Cover will be provided by Market International Insurance Company Limited.

Regards,

Philip Rosenthal

Market (UK) Limited





THE COMPANIES ACT 2006

Company No. 3247206

The Registrar of Companies for England and Wales hereby certifies that INTERLANGUAGE TRANSLATION LIMITED was incorporated under the Companies Act 1985 as a limited company on 9th September 1996.

The Registrar further certifies that according to the documents on the file of the company, MANUELA SIMONETTI is the director of the company.

According to the documents on file and in the custody of the Registrar, the company is up to date with its filing requirements and has at least 1 director, who is a natural person over the age of 16.

The company has been in continuous unbroken existence since its incorporation and no action is currently being taken by the Registrar of Companies to strike the company off the register or to dissolve it as defunct. As far as the Registrar is aware, the company is not in liquidation or subject to an administration order, and no receiver or manager of the company's property has been appointed.*****

Given at Companies House, the 15th August 2011

V M STEPHENS
for the Registrar of Companies

This certificate records the result of a search of the information registered by the Registrar. This information derives from filings accepted in good faith without verification. For this reason the Registrar cannot guarantee that the information on the register is accurate or complete.



Companies House

Declaration on oath

The underwritten _____ declares not to be in any of the situations below (statement made as disciplined by Art.29 Directive 92/150/EEC):

1. bankrupt or being wound up, having the company's affairs administered by the courts, have entered into an agreement with creditors, have suspended business activities or to be in any analogous situation arising from a similar procedure provided for under English law and regulations;
2. convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata,
3. guilty of grave professional misconduct proven by any means which the contracting institution can justify (please refer to documents attached);
4. have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established (please refer to documents attached);
5. have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Community's financial interests;
6. following another procurement procedure or grant award procedure, have been declared to be in serious breach of contract for failure to comply with the contractual obligations as stated in section 1 and,2 and as regulated by National law.

I declare that the details I have given above are true to the best of my knowledge

Signed: _____

Date: 30/8/2011

Position or office held: _____

On behalf of Interlanguage Translation Ltd.)

Notarial Attestation:

On 30th August 2011 in London there appeared before me _____ who produced to me _____ as proof of _____ identity. _____ produced to me this document titled **Declaration on oath** and signed it in my presence. I have made due enquiry today at the Companies Registry for England and Wales and certify that _____ is a _____ INTERLANGUAGE TRANSLATION LIMITED and has due authority to sign this document and that the aforesaid Company is duly incorporated No. 03247206 under English law and having its registered office in London, United Kingdom.

Shujaat Husain

Shujaat Husain
Notary Public
England

Shujaat Husain, Notary Public
4 Palace Court, 250 Finchley Road
London, NW3 6DN. ENGLAND

MY COMMISSION
EXPIRES WITH LIFE.



FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3247206

The Registrar of Companies for England and Wales hereby certifies that
INTERLANGUAGE TRANSLATION LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 9th September 1996

E. P. Owen
MRS. E. P. OWEN



N03247206B

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B

Please complete in typescript, or bold block capitals

Declaration on application for registration

Company name in full



[Empty box]

INTERLANGUAGE TRANSLATION LIMITED

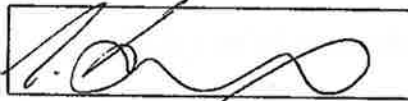
I, IAN SAUNDERS signing on behalf
of Waterlow Secretaries Limited
Classic House, 174-180 Old Street, London EC1V 9BP

§ Please delete as appropriate

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the company~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985§ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

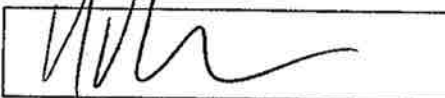


declared at Classic House, 174-180 Old Street, London EC1V 9BP
the SECOND day of September
One thousand nine hundred and ninety Six

§ Please print name

before me § HARVEY POSENER

Signed



Date 2/9/96

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Waterlow Company Services
Classic House, 174-180 Old Street
London EC1V 9BP Tel 0171-250 3350
DX number 122031 DX exchange Finsbury 3



Form revised March 1995

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh

Company Secretary (see notes 1-5)

| | | | |
|--|--------------|-----------------------------------|----------|
| Company name | | INTERLANGUAGE TRANSLATION LIMITED | |
| NAME | *Style/Title | *Honours etc | |
| *Voluntary details | | Forename(s) | |
| | | Surname | |
| | | Waterlow Secretaries Limited | |
| | | Previous forename(s) | |
| | | Previous surname(s) | |
| Address | | Classic House | |
| Usual residential address | | 174-180 Old Street | |
| For a corporation, give the registered or principal office address | | Post town | |
| | | London | |
| County/Region | | Postcode | EC1V 9BP |
| Country | | | |

I consent to act as secretary of the company named on page 1

Consent Signature

| | | |
|---|------|----------------|
| Signed for and on behalf of Waterlow Secretaries Ltd | Date | 1st July, 1996 |
|---|------|----------------|

Directors (see notes 1-5)

Please list directors in alphabetical order

| | | | | | |
|--|--|----------------------|----------|---------------------------|--|
| NAME | | *Style/Title | | *Honours etc | |
| | | Forename(s) | | | |
| | | Surname | | Waterlow Nominees Limited | |
| | | Previous forename(s) | | | |
| | | Previous surname(s) | | | |
| Address | | Classic House | | | |
| Usual residential address | | 174-180 Old Street | | | |
| For a corporation, give the registered or principal office address | | Post town | | | |
| | | London | | | |
| County/Region | | Postcode | EC1V 9BP | | |
| Country | | | | | |

| | | | | | |
|---------------------|----------------------------|-------|------|-------------|---------------|
| Date of birth | Day | Month | Year | Nationality | UK Registered |
| Business occupation | Company Registration Agent | | | | |
| Other directorships | None | | | | |

I consent to act as director of the company named on page 1

Consent Signature

| | | |
|--|------|----------------|
| Signed for and on behalf of Waterlow Nominees Ltd | Date | 1st July, 1996 |
|--|------|----------------|

Director's (continued) (see notes 1-5)

| | | | | |
|---|-----------------------------|----------------------|----------------------|----------------------|
| NAME | *Style/Title | <input type="text"/> | *Honours etc | <input type="text"/> |
| *Voluntary details | Forename(s) | <input type="text"/> | | |
| | Surname | <input type="text"/> | | |
| | Previous forename(s) | <input type="text"/> | | |
| | Previous surname(s) | <input type="text"/> | | |
| Address | | <input type="text"/> | | |
| Usual residential address | | <input type="text"/> | | |
| For a corporation, give the registered or principal office address | | <input type="text"/> | | |
| | Post town | <input type="text"/> | | |
| | County/Region | <input type="text"/> | Postcode | <input type="text"/> |
| | Country | <input type="text"/> | | |
| | Date of birth | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | Business occupation | <input type="text"/> | | |
| | Other directorships | <input type="text"/> | | |
| | | <input type="text"/> | | |

I consent to act as director of the company named on page 1

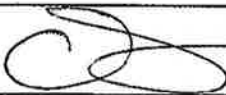
Consent Signature

Date

This section must be signed by

Either
an agent on behalf
of all subscribers

Signed



Date

1st July, 1996

Or the subscribers

Signed

Date

(i.e. those who signed
as members on the
memorandum of
association).

Signed

Date

Signed

Date

Signed

Date


Signed

Date

Signed

Date

3247206



The Companies Act 1985
(As amended by the Companies Act 1989)
Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

of **INTERLANGUAGE TRANSLATION LIMITED**

345663

1. The Company's name is **INTERLANGUAGE TRANSLATION LIMITED**
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:-
 - (A) To carry on the business of owners, managers, proprietors and operators of language schools and translation agencies and bureaux of every and any description; to carry on the business of providers of facilities and services in connection with the tuition of English and foreign languages and technical and other subjects of every and any description; to carry on the business of operators of schools, colleges, and teaching centres of all kinds; to carry on the business of printers of books, magazines, periodicals, pamphlets, brochures, and leaflets and to provide correspondence courses; to provide such teachers and other staff and personnel as may be required; to give private tuition of all kinds; and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee basis or otherwise; and to carry on any other trade or business, which can in the opinion of the Board of Directors, be conveniently or advantageously carried on in connection with or ancillary to all or any of the above businesses, or is calculated, directly or indirectly to enhance the value of any of the Company's business, property, rights or assets; and to carry on any other trade or business whatever of a like and similar nature.

OC45



- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company.
- (C) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (D) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To acquire by subscription or otherwise and hold, sell, deal with, make a market in or dispose of any shares, stocks, debentures, debenture stock, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (F) To receive money on deposit or otherwise either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (G) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within, in each case, the meaning of Section 736 and Section 736(A) of the Companies Act 1985 (the "Act"), as amended by the Companies Act 1989, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (H) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.
- (I) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.

- (J) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, consultants, experts or agents.
- (K) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (M) To draw, accept, make, endorse, discount, execute, issue and negotiate promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.
- (N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (O) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- (Q) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company.
- (R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of

the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

- (T) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (V) To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (W) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and or discharge of their duties and or in the exercise of their powers and or otherwise in relation to their duties, powers or offices in relation to the Company, and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability.
- (X) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (Y) Subject to, and always in compliance with, the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- (Z) To do all such other things (whether similar to any of the foregoing or not) as are incidental to or which the Company may think conducive to the above objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or

ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.

5. The Share Capital of the Company is [REDACTED] divided into [REDACTED] shares of £1 each.

WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and Addresses of Subscribers

Number of shares taken
by each Subscriber

MICHAEL HARRINGTON
28 Arlington Avenue
London
N1 7AX

ONE



ZOE DOLPHIN
63, Nickleby Close
Thamesmead
London
SE28 8LY

ONE



Dated the 1st day of July 1996

WITNESS to the above Signatures:-

JOANNE VINES
22 Gittens Close
Durham Hill
Bromley
BR1 5LA



The Companies Act 1985
(As amended by the Companies Act 1989)
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of INTERLANGUAGE TRANSLATION LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided the Regulations incorporated in Table A as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended and hereinafter called "Table A" shall apply to the Company.
- (b) The Articles hereinafter contained, together with the Regulations incorporated in Table A subject to their exclusion or modification hereinafter expressed, shall constitute the Regulations of the Company.
- (c) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment.

INTERPRETATION

2. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same".

ALLOTMENT OF SHARES

3. (a) Subject to the provisions hereinafter expressed, the Directors are authorised for the purposes of section 80 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that:-
 - (i) save as provided in sub-paragraph (ii) below, the authority hereby given to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;
 - (ii) the Members in General Meeting may by Ordinary Resolution:-
 - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years (unless the Company elects by elective resolution to

modify the duration of authority pursuant to Section 80A of the Companies Act 1985), but such Resolution shall comply with the Act;

(b) revoke or vary any such authority (or renewed authority);

(iii) notwithstanding the aforementioned provisions of sub-paragraphs (i) and (ii) the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

Any reference hereto to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

(b) In accordance with Section 91 of the Act, Sections 89(1), and 90(1) to (6) of the Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions hereto allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

SHARES

4. (a) Subject to Chapter VII of Part V of the Act, and to the Regulations of the Company, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

(b) Regulation 35 of Table A shall not apply to the Company.

(c) Subject to Chapter VII of Part V of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise. Regulation 3 of Table A shall be modified accordingly.

(d) Subject to Chapter VI of Part V of the Act, the Company may give financial assistance for the purpose of or in connection with any

acquisition of shares made or to be made in the Company or its holding company.

5. The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company. but the Directors may at any time declare any shares to be wholly or in part exempt from these provisions. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall be modified accordingly.

TRANSFER OF SHARES

6. (a) No share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares pursuant to Regulation 4 unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) Any member proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called "the transfer notice") to the Company of such proposal. The transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the Members (other than the vendor), at that price save that if the Directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) or, in the case of a Company to which no Auditors have been appointed, such independent expert as determined and duly appointed by the Members of the Company in General Meeting, to certify by certificate in writing (hereinafter called "the certificate of value") the value in their opinion of the said shares as between a willing seller and a willing buyer, and in such a case the transfer notice shall nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the certificate of value.

(c) If the Auditors (or the independent expert as aforesaid) are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.

(d) Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the certificate of value) the Company shall forthwith by notice in writing (hereinafter called "the offer notice") inform each Member (other than the vendor) of the number and price of the said shares and shall invite each such Member to apply in writing to the Company within 21 days of the date of despatch of the offer notice (which date shall be specified therein) for

such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(e) If such Members shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant Members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant Member shall be obliged to take more than the maximum number of shares specified by him as aforesaid. If any shares shall not be capable without sub-division of being allocated to the Members in proportion to their existing holdings, the same shall be allocated to the applicant Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.

(f) The Company shall forthwith give notice of such allocations (hereinafter called "the allocation notice") to the vendor and to the Members to whom the said shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of the despatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.

(g) The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in the allocation notice to the purchasing Members named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.

(h) During the 6 months following the expiry of the period of 21 days referred to in paragraph (e) of this Regulation the vendor shall be at liberty subject nevertheless to the provisions of paragraph (i) of this Regulation to transfer to any person (including, but subject to Regulation 4, the Company) and at any price (not being less than the price fixed under paragraph (b) of this Regulation) any of the said shares not allocated by the Directors as aforesaid.

(i) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

7. The instrument of transfer of a fully paid share shall be executed by or on behalf of the transferor and in the case of a share which is not fully paid, the instrument of transfer shall in addition be executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of Members in respect thereof.

GENERAL MEETINGS AND RESOLUTIONS

8. (a) Any proxy appointed by a member of the Company in accordance with Section 372 of the Act shall be entitled to vote on a show of hands as well as on a poll, provided that no person present shall be entitled to more than one vote on a show of hands save as provided in Regulation 50 of Table A.
- (b) In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or a show of hands to vote instead of him and that such proxy need not also be a Member.
- (c) Regulations 38 and 59 of Table A shall be modified accordingly.
- (d) Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. The Directors may at their discretion treat a facsimile transmission or other machine made copy of an instrument appointing a proxy as a proxy for the purposes of this Article. Regulation 62 of Table A shall be modified accordingly.
9. A Resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all members of the Company, who would have been entitled to vote upon it if it had been duly proposed at a General Meeting or at a meeting of any class of members of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting or at such a class meeting of the Company (as the case may be) duly convened and held. Any such Resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys (or, in the case of a member which is a body corporate, by a director thereof or by a duly appointed representative). Regulation 53 of Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

10. (a) Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.
- (b) Regulation 64 of Table A shall not apply to the Company.
11. (a) The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.
- (b) No person shall be appointed a Director at any General Meeting unless either:-
- (i) he is recommended by the Directors; or
 - (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice

executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(c) Subject to paragraph (b) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(d) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined by the Company in General Meeting as the maximum number of Directors for the time being in force.

(e) Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom.

PROCEEDINGS OF DIRECTORS

12. Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address or to a facsimile or telex number given by him to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.

13. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.

14. (a) A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

(b) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

BORROWING POWERS

15. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DISQUALIFICATION OF DIRECTORS

16. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

17. In Regulation 87 of Table A there shall be inserted between the words "the directors" and "may" the words "on behalf of the Company".

DIVIDENDS

18. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company.

NOTICES

19. (a) Any notice or other document may be served on or delivered to any Member by the Company either personally, or by sending it by post addressed to the Member at his registered address or by facsimile transmission or telex or other instantaneous means of transmission to a number provided by the Member for this purpose, or by leaving it at his registered address addressed to the Member, or by any other means authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.

(b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by facsimile transmission or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

EXECUTION OF DOCUMENTS

20. The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. Any document signed by a Director and the Secretary of the Company or by two Directors of the Company and expressed (in whatever

form of words) to be executed by the Company has the same effect as if executed under the seal of the Company. A document shall only be so signed with the authority of a resolution of the Directors or a committee of the Directors. Regulation 101 of Table A shall not apply to the Company.

INDEMNITY

21. (a) The Company shall in accordance with Section 310(3) of the Act pay for any liability insurance and also indemnify any Director, Officer or Auditor of the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted in any connection with an application under Section 144(3) or (4) or Section 727 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- (b) Regulation 118 in Table A shall not apply to the Company.

Names and Addresses of Subscribers

MICHAEL HARRINGTON
28 Arlington Avenue
London
N1 7AX

M Harrington

ZOE DOLPHIN
63, Nickleby Close
Thamesmead
London
SE28 8LY

Z. Dolphin

Dated the 1st day of July 1996

WITNESS to the above Signatures:-

JOANNE VINES
22 Gittens Close
Durham Hill
Bromley
BRI 5LA

J Vines





We make communication happen

Bank details: Account name: Interlanguage Translation Ltd.

Bank name: Barclays Bank PLC • Account number: 78144988

Routing/IBAN: GB15 BARC 2029 3778 144988 • Branch code: 202937 • Bic/Swift: BARCGB22

Registered office : Interlanguage Translation Ltd. • •59 Hillfield Road • London • England • NW6 1QD

Tel. +442077942929 • Fax. +442077942929 • Website. www.iltgroup.eu • Email. info@iltgroup.eu

VAT No GB681559991



Bundeszentralamt
für Steuern

POSTANSCHRIFT Bundeszentralamt für Steuern, 53221 Bonn

Interlanguage Translation Ltd.
z.H. Frau Simonetti
59 Hillfield Road
West Hampstead

London NW6 1QD
- England -

HAUSANSCHRIFT An der Kuppe 1, 53225 Bonn
BEARBEITET VON Frau Röring
Steuerabteilung International

TEL +49 (0) 18 88 40 6- 3321

FAX +49 (0) 18 88 40 6- 3117

E-MAIL Manuela.Roering@bzst.bund.de

INTERNET www.bzst.bund.de

BETREFF **Referenzschreiben**

BEZUG Ihre Anfrage vom 15. Dezember 2009

ANLAGEN -----

GZ ----- (bei Antwort bitte angeben)

DATUM 28. Dezember 2009

Referenz

Die Firma Interlanguage Translation Ltd. arbeitet seit Juli 2005 mit dem Bundeszentralamt für Steuern zusammen. Das Bundeszentralamt für Steuern ist eine Bundesoberbehörde im Geschäftsbereich des Bundesministeriums der Finanzen.

Die Firma Interlanguage Translation Ltd. fertigt hauptsächlich Übersetzungen in den Sprachrichtungen italienisch-deutsch und deutsch-italienisch sowie bis Ende 2009 auch in den Sprachrichtungen englisch-deutsch, deutsch-englisch, französisch-deutsch und deutsch-französisch an. Die gefertigten Übersetzungen umfassen die Fachrichtungen Recht (Steuer- und Wirtschaftsrecht) sowie Finanz- und Steuerwesen.

Seit 2005 bis heute hat die Firma Interlanguage Translation Ltd. in der Sprachrichtung deutsch-englisch ungefähr 5.954 Seiten, in der Sprachrichtung englisch-deutsch ungefähr 7.100 Seiten, in der Sprachrichtung französisch-deutsch ungefähr 1.077 Seiten und in der Sprachrichtung italienisch-deutsch ungefähr 1.770 Seiten übersetzt.

Die Firma Interlanguage Translation Ltd. erfüllt ihre Aufträge stets zu unserer vollen Zufriedenheit. Sie arbeitet sehr zuverlässig und termintreu.

Im Auftrag


Büscher

Deutsche Bundesbank Filiale Trier :
KtoNr.: 585 010 03
BLZ: 585 000 00
SWIFT Code (BIC): MARKDEF 1585
IBAN Code: DE 44 5850 0000 0058 5010 03

Postbank Ludwigshafen
KtoNr.: 223 544 - 672
BLZ: 545 100 67
SWIFT Code (BIC): PBNKDEFF
IBAN Code: DE 65 5451 0067 0223 5448 72

Umsatzsteuer-
Identifikationsnummer:
DE12268507

Gleitende Arbeitszeit
Kernzeit:
Mo - Do 9.00 - 16.00 Uhr
Fr 9.00 - 13.00 Uhr



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69190 Walldorf
Germany
T +49 6227 7-47474
F +49 6227 7-57575
www.sap.com

SAP AG, Dietmar-Hopp-Allee 16, 69190 Walldorf

Date: February 22, 2012

Dear Sir/Madam,

Interlanguage Translation Ltd, a language services provider, has been working with SAP since 1995 and is currently one of our Partner companies.

Interlanguage Translation Ltd has completed translation work from English and German into Italian in many SAP areas.

Particular appreciation goes to work performed in the Legal services area (contracts, software license and support agreements), where a deep knowledge and understanding of legal area is necessary besides translation work. This work started back in 2010 and developed into a diversified and rich services offer.

Since September 2010 *Interlanguage Translation* is an SAP Translation Services Partner. (<http://ecohub.sap.com/catalog/?search=ILTgroup#!solution:ILTServiceOffer>).

Best regards,

Agnieszka Majeran

Agnieszka Majeran
Resource Coordinator | Business Partner Management | Globalization Services (SLS)
SAP AG
SAP Polska Sp. z o.o. | ul. Powstańców Śl. 28/30 | 53-333 Wrocław | Polska
T +48 71 33 50 608 | F +48 71 33 50 601 | M +48 606 32 39 70 | <mailto:agnieszka.majeran@sap.com>



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69190 Walldorf
Germany
T +49 6227 7-47474
F +49 6227 7-57575
www.sap.com

SAP AG, Dietmar-Hopp-Allee 16, 69190 Walldorf

Date: September 7, 2011

Dear Sir/Madam,

Interlanguage Translation Ltd, a language services provider, has been working with SAP since 1995 and is currently one of our Partner companies.

Interlanguage Translation Ltd has completed translation work from English and German into Italian in many SAP areas.

Particular appreciation goes to work performed in the MARCOM area (marketing texts for online campaign, Web contents of different kinds, presentation brochures, subtitling and voice-over scripts), where a copyediting effort is necessary besides translation work. This work started back in 2007 and developed into a diversified and rich services offer, in line with the progressive digitalization of all SAP Marcom initiatives.

Since September 2010 *Interlanguage Translation* is an SAP Translation Services Partner. (<http://ecohub.sap.com/catalog/?search=ILTgroup#!solution:ILTServiceOffer>).

Best regards,

Agnieszka Majeran

Agnieszka Majeran

Resource Coordinator | Business Partner Management | Globalization Services (SLS)

SAP AG

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T +48 71 33 50 608 | F +48 71 33 50 601 | M +48 606 32 39 70 | <mailto:agnieszka.majeran@sap.com>

SAP AG

Executive Board: Bill McDermott, Jim Hagemann Snabe, Gerhard Oswald, Werner Brandt, Vishal Sikka



Cour de Justice
des
Communautés européennes

Direction de la traduction
L - 2925 LUXEMBOURG
Tél. 4303-2608

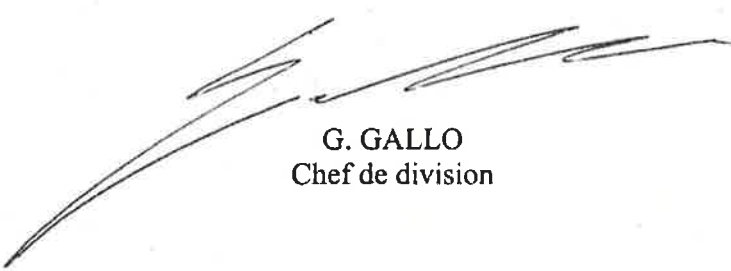
Direction de la traduction

Luxembourg, le 22 février 2006

CERTIFICAT DELIVRE
à Mme SIMONETTI, Manuela

Il est certifié par la présente que, pour la période du 01.01.05 au
31.12.05, [REDACTED]
[REDACTED] reçu, en vertu du contrat de prestation de services de
traduction / révision conclu en 2005, et de différents bons de commande
établis sur base de ce contrat, le paiement

de **5.220,00 EUROS.**



G. GALLO
Chef de division



**Cour de justice des
Communautés européennes**

**Direction générale de la traduction
L-2925 LUXEMBOURG
Tél. 4303-2608**

Luxembourg, le 28 janvier 2008

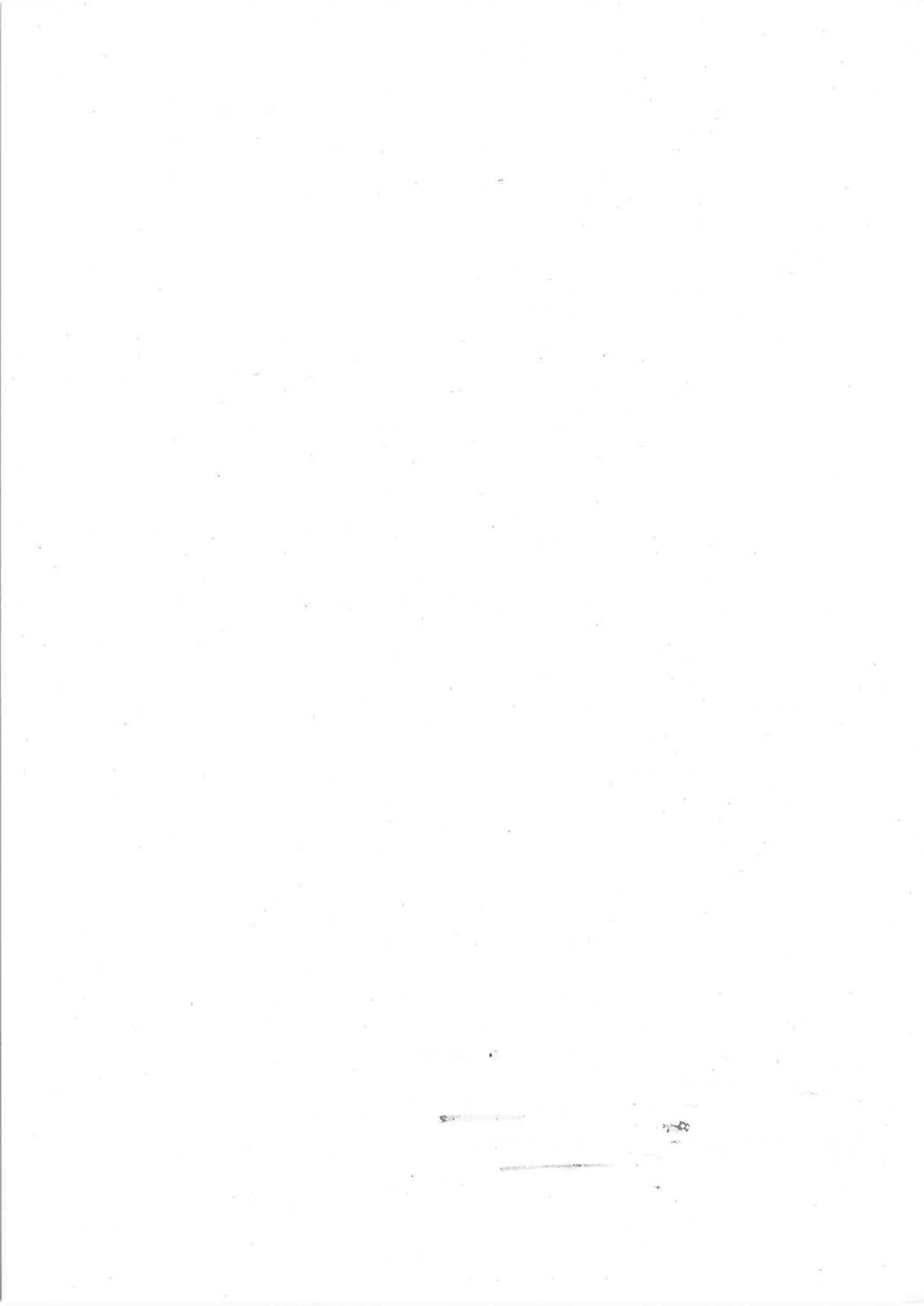
**CERTIFICAT DELIVRE
à INTERLANGUAGE TRANSLATION LTD**

Il est certifié par la présente que, pour la période du 01/01/2007 au 31/12/2007, **INTERLANGUAGE TRANSLATION LTD**, domicilié(e) à *59 Hillfield road, West Hampstead GB NW 61 QD London / GRANDE-BRETAGNE*, a reçu, en vertu d'un ou de plusieurs contrat(s) de prestation de services de traduction / révision et de différents bons de commande établis sur la base de ce(s) contrat(s), le paiement

de 6803,64 EUROS.



A. MORELLO
Chef de l'unité de traduction de langue
italienne



ANNEX A – Statement Relating to Good Standing

Contract Title: Provision of Translation Services for the UKHO

Contract Number: HA294/005/167

1. We confirm, to the best of our knowledge and belief, that Language Direct including its directors or any other person who has powers of representation, decision or control of Language Direct has not been convicted of any of the following offences:
 - (a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;
 - (b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 - (c) the offence of bribery;
 - (d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985;
 - (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
 - (e) money laundering within the meaning of the Money Laundering Regulations 2007; or
 - (f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. **Language Direct** further confirms to the best of our knowledge and belief that it:
 - (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
 - (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
 - (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
 - (d) has not been convicted of a criminal offence relating to the conduct of its business or profession;
 - (e) has not committed an act of grave misconduct in the course of its business or profession;

The UKHO PQQ for Supply of Translation Services

Supply of Translation Services PQQ

Please complete all questions and, where requested, provide additional documentation. Please ensure additional documentation file names and titles refer to the tender question number and brief content description

The Format of this Spreadsheet must not be altered. Individual cells may be increased in size to accommodate your answer but please do not add or delete columns or rows.

| Question Number | Organisation and Contact Details | Tenderer Response | Evaluation Criteria |
|---|--|-----------------------------------|---------------------|
| 1 | Name of the company in whose name the PQQ is being submitted. | Interlanguage Translation Ltd. | Information |
| 2 | Address | 59 Hillfield Road, London NW6 1QD | Information |
| 3 | Telephone Number | 020-77942929, 02033842458 | Information |
| 4 | Fax Number | 020-77942929 | Information |
| 5 | Website Address | www.iteroud.eu | Information |
| 6 | Contact Name and Role (for PQQ) | [REDACTED] | Information |
| 7 | Telephone Number / Mobile Number (of contact) | 02033842458, direct 101 | Information |
| 8 | Email Address (of contact) | [REDACTED] | Information |
| 9 | Company or Charity Registration Number | 3247206 | Information |
| 10 | VAT Registration number | GB681599991 | Information |
| 11 | Is your organisation part of a parent company? If yes, please provide the name of the immediate and ultimate parent company. | N/A | Information |
| 12 | Please select your organisation type: | | |
| | i) a public limited company | | Information |
| | ii) a limited company | X | Information |
| | iii) a limited liability partnership | | Information |
| | iv) other partnership | | Information |
| | v) a sole trader | | Information |
| | vi) other (please specify) | | Information |
| Please indicate whether your organisation is bidding: | | | |
| i) to provide the services required itself | | | Information |
| ii) in the role of Prime Contractor and intends to use third parties to provide some services | | | Information |
| iii) as part of a consortium | | | Information |
| X - "The Circle" companies | | | Information |

| | | | |
|-----|---|---|-------------|
| 13 | <p>if your answer is (ii) or (iii) please indicate (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.</p> | <p>We are an association of LSPs, each of us with a particular accent on specific languages. In this way, we can cover all languages requested. For a detailed indication of which companies are included in the Circle, please see document Circle NDA signed, attached under company documents and the Excel "Consortium Companies". The GPM activities will be managed by Interlanguage Translation Limited.</p> | Information |
| 14a | <p>Is your business an SME? An SME Business Owner is a small or medium sized enterprise that has either less than 250 employees or with an annual turnover of less than €40 Million Euro, or both.</p> | Yes | Information |
| 14b | <p>If your business is an SME, please declare the category in which it best fits: Micro (<10 employees) Small (<50 employees) Medium-Sized (<250 employees)</p> | <p>Micro - if we consider all companies of the consortium, it is a Small company</p> | Information |

| Question Number | For completion by non-UK businesses ONLY | Tenderer Response | Evaluation Criteria |
|------------------------|--|--------------------------|----------------------------|
| 15 | Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state). | | Information |
| 16 | Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this. | | Information |
| Question Number | Grounds for Discretionary Rejection - The Authority is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether or not you will be able to proceed any further in respect of this procurement exercise. | Tenderer Response | Evaluation Criteria |
| 17 | <p>is any of the following true of your organisation?</p> <p>a) being an individual, is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state.</p> | NO | Information |
| | b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate, or | NO | Information |

| | | |
|--|-----------|--------------------|
| <p>c) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?</p> | <p>NO</p> | <p>Information</p> |
| <p>18 Has your organisation been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?</p> | <p>NO</p> | <p>Information</p> |

| Question Number | Financial Information | Tenderer Response | Evaluation Criteria |
|-----------------|---|---|--|
| 19 | <p>Please note an independent financial assessment may be carried out on your organisation and those without an acceptable credit rating may not be considered for the next stage of the tender process in line with Regulation 23, 24 and 26 of The Public Contracts Regulations 2006 SI No 5</p> <p>Please provide one of the following set out below</p> <p>i) A copy of your audited accounts for the most recent two years</p> <p>ii) A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</p> <p>iii) A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position</p> <p>iv) Alternative means of demonstrating financial status if trading for less than a year</p> | <p>Note: Accounts can be submitted on-line or posted to: UKHO, Admiralty Way, Taunton, Somerset TA1 2DN</p> <p>Included in folder LT_Company</p> <p>Included in folder LT_Company</p> <p>Barclays does not issue such a letter. Requests for a status enquiry should be addressed to Barclays plc, Leicester, LE87 2BB, indicating LT's sort code and account number, business name and address, and should include a reply address for the department wanting the status enquiry, as well as an indication of specific status enquiry. To this purpose, I enclosed an authorization to the UKHO to perform such a status enquiry on the company, and explicitly asked to debit the 10€ charge on the company's accounts. We have included our company's latest statements.</p> <p>N/A</p> | <p>Information</p> <p>Information</p> <p>Information</p> |

| Question Number | Insurance | Tenderer Response | Evaluation Criteria |
|-----------------|--|-------------------|---------------------|
| 20 | Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £5 million. Please provide evidence that you have this in place. | Attached: Yes | Information |

| Question Number | Experience and Contract Examples | Tenderer Response | Evaluation Criteria |
|-----------------|--|--|--|
| 21 | <p>Please provide details of up to three contracts from either or both the public or private sector, that are relevant to the Authority's requirement that have been performed during the past three years i.e. highly technical data and terminology translations.</p> <p>i) Customer/organisation name; customer contact name, phone number and e-mail; contract state and completion date; contract value; brief description of contract (max 250 words) including evidence as to your technical capability in this market</p> <p>ii) Customer/organisation name; customer contact name, phone number and e-mail; contract state and completion date; contract value; brief description of contract (max 250 words) including evidence as to your technical capability in this market</p> <p>iii) Customer/organisation name; customer contact name, phone number and e-mail; contract state and completion date; contract value; brief description of contract (max 250 words) including evidence as to your technical capability in this market</p> <p>If you cannot provide at least one example, please briefly explain why (100 words max)</p> | <p>SAP ERP's (among which an industry application for the Defense Sector and Public Administration Sector, further to this, many other Financial and professional services applications and programming.</p> <p>Bundesministerium fuer Finanzen, German Ministry of Finance, Legal Services of the European Communities, Lexlingua for maritime contractual documents, charterparties, maritime accidents, European Commission, DGT</p> <p>Traduction for marketing documentation for the EU institutions.</p> <p>SAP AG, see Testimonials and company presentation</p> <p>Bundeszentralamt fuer Steuern, see Testimonials and company presentation</p> <p>Centre de Traduction des Communautés Européennes, see company presentation</p> <p>N/A</p> | <p>Information</p> <p>Information</p> <p>Information</p> |
| 22 | <p>How many staff does your organisation (including consortia members or named sub-contractors where appropriate) employ relevant to the carrying out of services and/or delivery of goods similar to those required under this contract?</p> | <p>Core team of 9 in-house staff and more than 300 free-lancers</p> | <p>Information</p> |
| 23 | <p>Has your organisation within the last 5 years had any legal action taken against them under your country's environmental legislation? If yes, please describe the steps taken in response to the legal action, to ensure that your organisation complies with environmental legislation in future.</p> | <p>No</p> | <p>Information (suggested assessment criteria included in Templates / Environment Questions spreadsheet)</p> |
| 24 | <p>Has your organisation within the last 5 years had any legal action taken against them under your country's environmental legislation? If yes, please describe the steps taken in response to the legal action, to ensure that your organisation complies with environmental legislation in future.</p> | <p>No</p> | <p>Information (suggested assessment criteria included in Templates / Environment Questions spreadsheet)</p> |

| | | |
|--|---|--|
| <p>25 Does your organisation have a formal environmental and/or sustainability policy? If yes, please state the principles and/or objectives outlined in the policy relating to: pollutants including Greenhouse Gases (e.g. Carbon Dioxide); use of natural resources (e.g. water); energy use; and generation/disposal of waste. If not, how is your organisation's approach to minimising any associated environmental impacts conveyed to staff and customers/clients?</p> | <p>No. Our company does not have a formal environmental or sustainability policy. It is too small for that. But we do pay attention to small details: appropriate toner recycling, office insulation, low-energy consumption PCs.</p> | <p>Information (suggested assessment criteria included in Templates / Environment Questions spreadsheet)</p> |
|--|---|--|

| Question Number | Governance | Tenderer Response | Evaluation Criteria |
|-----------------|--|--|---------------------|
| 26 | Do you have a Business Continuity Management Policy in place that is endorsed at the Executive level? If yes, please enclose a copy. | We do have a company growth strategy in place, and our organisational set-up guarantees stability (all company functions) | Information |
| 27 | Do you have a Quality Management System? If yes, please enclose a copy of the contents page and any certification details including the scope covered, e.g. by a BS EN ISO 9001:2008 certificate or equivalent. | Yes, we have development a quality management system and are SAP certified. Please see relevant company documentation. We used to be ISO certified, but the requirements are less stringent than the SAP certification | Information |
| 28 | Do you have a Security Policy in place endorsed at the Executive level? If yes, please enclose a copy of the contents page. Where applicable, please also state what security clearance level your company has authorised to handle work up to and if you have various security equipment and procedures in place. If your company does not hold any Security clearances please state so too. All security clearances, definitions and procedures shall be in accordance with UK Government Joint Services Publication 440 (JSP 440) or equivalent | Yes, we do have a security policy in place, but we do not hold any UK security clearances. We have a security obligation towards the German Ministry of Finance | Information |
| 29 | Do you have an Information Assurance and Data Handling policy? If yes, please enclose a copy of the contents page. | Yes, please see relevant company information | Information |

| Question Number | Mandatory Questions | Tenderer Response | Score (In / Out) | Evaluation Criteria | SOR Reference |
|-----------------|---|-------------------|------------------|---------------------|---------------------------|
| 30 | Please confirm that your company can supply translations services (from, and into English) for those languages stated in the Statement of Requirements (embedded in the covering PQQ document). | Yes, I confirm. | | Mandatory | 1.4.1, 1.4.2.1 & 1.4.2.11 |

| | | | | |
|--------------|---|---|-----------|--------------------------|
| 37 | Please confirm that your company utilises translation memory software capabilities and provide details of the type of memory software used. | Yes, we have both trados 2007 TM Server infrastructure with 45 concurrent user licence accesses (shared memories) and studio 2009 TM server (same infrastructure) - and Multiterm Server - accessible also over the net or in an integrated client. | Mandatory | 1.4.1, 1.4.2.3 & 1.4.2.7 |
| TOTAL | | In / Out | | |

| Question Number | Declaration | Tenderer Response |
|-----------------|---|-------------------|
| 38 | I declare that to the best of my knowledge the answers submitted in this PQQ are correct. I understand that the information will be used in the process to assess my organisation's suitability to be invited to tender for the Authority's requirement and I am signing on behalf of my organisation. I understand that the Contracting Authority may reject this PQQ if there is a failure to answer all relevant questions fully or if I provide false/misleading information. Form completed by: [Redacted] Form completed by: 1 [Redacted] | |

| | | | | |
|----|--|---|--|--|
| 31 | <p>Please confirm that your company is able to translate highly technical information. By the term highly technical the UKHO means: information provided in the form of data and data positioning, specific industry market based details e.g. geographical positioning and products etc, and interpretation of terminology used in a specific field of expertise. Please provide example(s) of the type of highly technical translations which you have translated recently i.e. in the last 12 months.</p> | <p>Please see references enclosed. We do translate highly technical documents in many areas, including Maritime Law and Charts, technical devices for the medical industry, ERPs, Financial platforms, Marketing campaigns, Web sites, Patents and IP materials, POS devices, BI contents, mobile applications, applications for the Oil Industry, Mill products, IS-OIL, Utilities, Automotive, SAP Carbon Impact.</p> | | <p>Mandatory</p> <p>1.4.1, 1.4.2.1, 1.4.2.9 & 1.4.2.12</p> |
| 32 | <p>Please confirm that you can meet the stated delivery lead times provided as detailed in the Statement of Requirements. For FGNMS work primarily needs to be translated into any language within 48 hours on average. For Commercial and senior management orders translation needs to be translated into any language within several days on average, and Sailing Direction books need to be translated with 10 working weeks ordinarily. Please confirm that you can meet these demands and timescales.</p> | <p>Yes, we confirm</p> | | <p>Mandatory</p> <p>1.4.1 & 1.4.2.5</p> |
| 33 | <p>In the Statement of Requirements it details the estimated volume of work under any award of contract. Please confirm that your company would be able to manage this, either through inhouse or external resources.</p> | <p>Yes, we confirm</p> | | <p>Mandatory</p> <p>1.4.2.2</p> |
| 34 | <p>Please confirm that your company has a set of quality assurance and verification processes in place for all translation work received and used prior to return of work to the customer. Please provide an overview of the quality assurance and verification processes used within your company, which demonstrate completeness, accuracy, understanding, and correct grammatical use of English (or other language) are all considered and included in all checks undertaken. These requirements are essential for the assessment of data to ensure the safety of navigation at sea.</p> | <p>Yes. Please see company information provided</p> | | <p>Mandatory</p> <p>1.4, 1.4.1, 1.4.2.4 & 1.4.2.6</p> |
| 35 | <p>Please confirm that your company can receive and provide translation work electronically i.e. via e mail and via FTP site/portal and in the latest Microsoft Word and pdf format. Please confirm that your FTP is reliable, available & maintainable (as a minimum in normal office working hours).</p> | <p>Yes, we have an own portal for requests translate at [redacted] or we can register you [redacted] give you the relevant login details). Alternatively, we can define an FTP access for all relevant documents.</p> | | <p>Mandatory</p> <p>1.4.1 & 1.4.2.4</p> |
| 36 | <p>Please confirm that a reliable and dedicated point of contact is available for general issues with any orders placed/to be placed (i.e. Account Manager). Please also confirm that you can provide a prompt response and dedicated IT point of contact for any IT issues relating to the FTP site or e mail address.</p> | <p>Yes. We confirm both questions.</p> | | <p>Mandatory</p> <p>1.4.1 & 1.4.2.4</p> |