

From: STRACK Guido (OPOCE)
Sent: Wednesday 27 February 2002 18:28
To: STEINITZ Yves (OPOCE)
Cc: BRONQUARD Paul (OPOCE); DEHOY Jean-Marc (OPOCE)
Subject: Saving couches in ADL invoice under avenant 2

Dear Yves,

Please find below my answer concerning your faxed request of "Avis" about the ADL proposal to invoice "saving couches" with 2,668 € per page:

Saving layers and saving couches cannot anymore be invoiced seperately at all

ADL can treat everything in 1 step

The avenant 2 does not mention saving couches explicitly, however in its annexes there is a letter of ADL explaining that:

1. saving layer : « pouvoir traiter dans une seule couche tous les actes modificateurs et rectificatifs dont la date de validité de début est identique »
2. saving prints : « pouvoir traiter dans une seule couche tous les actes modificateurs et rectificatifs sans tenir compte d'une quelconque date ».

This is supposed to be the reason for the avenant 2, so having accepted this proposal ADL is now able to treat all steps in one and of course can only invoice this one step.

Decrease of costs thanks to decrease of invoiced pages

In point 4 of the considerations of CCAM/01/0825, it is stated: « L'offre se traduira par une diminution estimée à 14% du coût global... ». Considering the increase of the fixed price per page this can only be true if there is a decrease of pages treated and this is implicitly referring to the ADL argumentation that they can now treat the things formerly called saving couche in one step. Only by not any longer invoicing "ex saving couches" there can be a lower total thanks to lower pages invoiced.

Pages delivered instead of produced pages

When the avenant explicitly refers to "**pages livrées**" this as well is a strong, if not the strongest indication that things which are not delivered and have never been delivered in the past (in effect do not even exist on PDF), i.e. the "ex saving couches" cannot be object of an invoice neither. Referring just to really delivered pages is fully within the logic of the avenant as well considering that the positive effects of ADL being responsible for taking on board "correction auteur" and "question de responsabilités" can as well only appear on items really delivered to OPOCE. So saving couches not being delivered there is no basis for invoicing along the lines of the avenant.

ADLs calculation

ADLs own calculation is wrong incoherent and based on wrong basic assumptions.

In fact until now ADL invoiced a total of 520.299.429 text characters and 169.754.860 table characters. So following the assumption of 2300 respectively 1380 characters per pages this leads to a relation of 65% text and 35% table pages or 1,15 € plus 1,20 € along the ADL calculation lines. The total price would therefore be 2,30 € instead of 2,668 € per page.

ADL speaks about 0,326 on page 1 and 0,329 on page 2 and uses a figure of 4,80 for which its origin is not at all clear.

Above all I made a calculation that based on the invoices we got until now from ADL there where 375 saving couche or print cases with a total of 101151 pages involved. This lead to an invoice ammount of just 73,554 €. So until now the effective price per page was less than 0,73 €. As there is not any increase in value its hard to see how the proposed increase in price can be justified.

Yours truly,

Guido Strack

PS: Please forgive any typing mistakes as I wanted to send you an answer still tonight.