

# TRANSLATION SERVICES AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date").

**BETWEEN:**

[NAME OF TRANSLATOR]  
of \_\_\_\_\_ [address]  
("Translator")

- and -

[NAME OF CUSTOMER]  
of \_\_\_\_\_ [address]  
("Customer")

**WHEREAS** Customer wishes to commission Translator to translate certain documents and perform transcription and other related services as and when required;

**AND WHEREAS** Translator represents that he/she is qualified, ready, willing and able to accept the engagement of services with Customer, on the terms and conditions hereinafter specified;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

## 1. Services

Translator shall, during the Term (as defined below) hereof, provide to Customer the translation services described below (hereinafter referred to as the "Services" or "Work Product"), at such times as Customer may reasonably request:

- (a) Translation of printed and electronic documents;
- (b) Translation or interpretation of spoken language;
- (c) Typing / word processing of translated documents;
- (d) Translation research or peer review;
- (e) Language instruction, cultural training and advice;
- (f) \_\_\_\_\_ [list any additional services to be provided].

## 2. Term; Termination

- (a) The term ("Term") of this Agreement shall be for a period of \_\_\_\_\_ year(s) commencing on the Effective Date, with an option to renew the Agreement for a further \_\_\_-year period, should both parties agree.
- (b) Either party may terminate this Agreement upon \_\_\_\_\_ days prior written notice to the other party. Upon termination of this Agreement, Translator shall promptly return to Customer all property and materials in Translator's possession or subject to Translator's control that are the rightful property of Customer. Translator shall make every reasonable effort to secure all written or descriptive matter which pertains to the Services or Work Product and agree to provide reasonable cooperation to arrange for the transfer of all property, contracts, agreements, supplies and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter,

Translator shall immediately notify Customer of the details of the loss or destruction in writing and provide the necessary information for a loss statement or other documentation to Customer.

**3. Responsibilities of Customer**

- (a) Customer shall send to Translator's location the originals of documents to be translated, in digital and/or print format, on an "as and when required" basis.
- (b) Customer shall furnish Translator with detailed instructions for the translation, including but not limited to the required format or layout for printed documents, an indication of degree of difficulty of the text, and a required deadline date for submission of the completed Work Product.
- (c) *[If the customer is providing computer equipment, etc. to the translator, include the following paragraph:]* Customer agrees to make available to Translator, for Translator's use in performing the Services, such items of computer hardware and software as Customer and Translator may agree are reasonably necessary for such purpose.

**4. Responsibilities of Translator**

- (a) *[If the translator is providing all of its own equipment and materials, include the following paragraph:]* Translator shall provide, at its own cost, all computer equipment, materials, supplies, and labor required to perform the Services, including delivery of completed Work Product to Customer.
- (b) Translator shall deliver all translated documentation to Customer as follows:
  - (i) if in digital format, by \_\_\_\_\_ *[specify email, file sharing network, etc. by which files are to be transmitted];*
  - (ii) if in paper format, by express courier to Customer's office at \_\_\_\_\_ *[address]*. The costs of such courier service shall be borne by \_\_\_\_\_ *[indicate whether Translator or Customer will pay the courier charges]*.
- (c) Translator shall remain faithful to the original text and content of the documents being translated, without omissions, additions or other changes except as necessary to produce a translation that is idiomatic and faithful to the original material, and shall be responsible for ensuring the accuracy, readability and lucidity of the translated Work Product.
- (d) Translator shall input all translated documents and accompanying tables, charts, and graphs using software that is compatible with Customer's systems. Translator shall submit proof-read copies of all translated documents for offset or for printing, together with the digital files on CD.
- (e) Translator shall adhere to Customer's instructions for translations, including but not limited to format and layout of completed Work Product, and submission deadlines set by Customer.

**5. Contract Rates**

- (a) For performance of the Services hereunder, Translator shall be paid the rates set out in Schedule "A" attached hereto. Translator agrees that the stated prices shall remain in effect for the entire Term of the Agreement.
- (b) The projected volume of original documentation to be translated by Translator hereunder is estimated to be \_\_\_\_\_ words / pages during the \_\_\_\_\_-year Term (exclusive of any renewal or extension hereof). The parties agree that the total contract amount to be paid hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in total for the \_\_\_\_\_-year Term (\$\_\_\_\_\_ per year). The said projected volume of documentation is based on good faith estimates by Customer, however, Customer does not give any warranty, either expressed or implied, that the projected volume and the maximum contract amount will be attained or exceeded.

**THIS IS A 7-PAGE DOCUMENT.**