

## **Standard Translation Service Agreement - Perth Beijing Translation and Interpreting Services Pty Ltd**

This translation services agreement is adopted from the translations industry guideline ([http://www.atanet.org/careers/translation\\_agreement\\_guide.pdf](http://www.atanet.org/careers/translation_agreement_guide.pdf)).

If there are any contraventions with Australian law and regulations, Australian law prevail. Parties acknowledge that the promises made by Contractor and Company set forth below constitute full and adequate mutual consideration. Based on such mutual consideration, Parties agree as follows:

### **Services and Code of Ethics**

Parties are engaged in the business of translation services ("Services") and agree to comply with the American Translators Association ("ATA") Code of Ethics and Professional Practice. The term "Translation" for the purposes of this Agreement means a translation or any other translation-related tasks such as transcreation, editing (revision and review), proofreading, etc., that require the skills of a translator.

### **Relationship between Parties**

Contractor serves as an independent contractor of Company in the performance of Contractor's Services under this Agreement. Nothing contained or implied in this Agreement creates a relationship employer–employee between Company and Contractor nor does it create a joint venture, partnership, or similar relationship between Company and Contractor. Contractor is free from direction and control over the means and manner of providing the Services, subject only to the right of Company to specify the desired results. Contractor understands and agrees that (a) Contractor must file all corporate and/or individual tax returns and pay Federal and State taxes, as appropriate; (b) Company is not responsible for withholding any income or any other taxes with respect to Contractor's fees; and (c) Contractor has no claim against Company for any employee benefits of any kind. Contractor bears the full expenses of its operations. Company is not liable to Contractor for any expenses paid by Contractor, unless such expenses have been agreed in advance in writing. Any reference made in this Agreement to "in writing" includes e-mail and/or facsimile communications.

### **Compensation and Payment.**

Company agrees to pay Contractor the fee(s) set forth in each project assignment for Services. Any fee(s) agreed in advance between Contractor and Company become(s) binding only after Contractor has received and reviewed the source material and Company's instructions, and both parties have agreed in writing on the project specifications. Supplementary charges may also be agreed in advance, for example those arising from: (a) inconsistent text, poorly legible copy, or complicated layout or presentation; and/or (b) certification; and/or (c) priority work or work outside normal business hours. If any changes/revisions are made to the source text or project specifications at any time while the task is in progress, Contractor's fee, charges, and terms of delivery may be adjusted by mutual agreement in writing. In the event a project assignment is cancelled while the task is in progress, Contractor's fee is payable for all work completed up to the notice of cancellation, provided such work is made available to Company.

For long assignments, Contractor may request an initial payment and periodic installments. If an installment becomes overdue, Contractor, upon giving Company a written notice, has the right to stop work until the outstanding payment is received and to extend the deadline(s) for delivery accordingly.

### **Delivery**

Any delivery date(s) agreed to in advance between Contractor and Company become(s) binding only after Contractor has received and reviewed the source material and Company's instructions, and both parties have agreed in writing on the project specifications. Unless otherwise agreed, Company can reasonably expect to receive the assigned project no later than the normal close of business on the agreed-upon date of delivery.

### **Quality Assurance**

Contractor understands and agrees that Company may, at Company's discretion, edit and/or proofread Contractor's work as part of Company's quality-assurance efforts. However, if Contractor retains the copyright in a Translation, or if Contractor is asked to deliver a certificate of accuracy, no amendment or alteration may be made to a Translation without Contractor's written acceptance of such amendment or alteration.

### **Ownership of translation**

If a Translation is done as a "work made for hire" as that term is defined under U.S. copyright law, Company owns all copyrights in the work product upon full payment of the agreed fee. To the extent that a Translation does not qualify as a work made for hire, copyright remains the property of Contractor and such copyright can be assigned or licensed to Company upon full payment of the agreed fee.

### **Indemnification**

Each Party hereby agrees to indemnify and hold harmless the other and such indemnified Party's subsidiaries, directors, officers, agents, and employees from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, which may result from acts, omissions, or breach of this Agreement by the indemnifying Party, its subcontractors, employees, or agents. This provision shall survive the termination of this Agreement.

Notwithstanding anything to the contrary, except in case of willful misconduct or gross negligence, Contractor's entire liability to Company for damages or other amounts arising out of or in connection with the Services provided by Contractor hereunder shall not exceed the total amount of payments made by Company to Contractor under this Agreement

### **Confidentiality**

Information is deemed Confidential Information if, given the nature of Company's business, a reasonable person would consider such information confidential. Contractor agrees: (a) to exercise the same degree of care as he/she accords to his/her own confidential information, but in no case less than reasonable care, and (b) to use Confidential Information which Company provides to Contractor only for the performance of Services for Company and not for Contractor's

own benefit. Notwithstanding any other provision in this Agreement, Company has the right to immediately terminate this Agreement in the event of any breach of this provision.

### **Termination**

Either Party may terminate this Agreement at any time upon 7 days' written notice sent to the other Party using the contact information provided in the Notification section below. In the event of such termination, the Parties agree to act in good faith toward one another during the notice period. In the event of termination of this Agreement, Contractor must provide Company, and Company must pay Contractor for, all Services performed through the date of termination; Company is not obligated to pay Contractor any other compensation, severance, or other benefit whatsoever

### **Dispute Resolution**

In the event a dispute arises between the Parties which they are unable to resolve among themselves, the Parties agree to participate in a mediation in accordance with the mediation procedures of the American Arbitration Association's Mediation Services. The Parties agree to share the costs of such mediation. If mediation fails to resolve the dispute, the Parties agree that the dispute may be submitted to final arbitration upon written request of one Party served on the other. The arbitration will be governed by the American Arbitration Association. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction.

30 October 2015

Perth Beijing Translation and Interpreting Services Pty Ltd

A: 5/101 Francis St, Northbridge WA 6005

T: (08) 9228 8936

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### **Cancellations**

Cancellations for on-site assignments must be made in writing including valid reasons for the cancellation at least 48 hours prior to the appointment.

To cancel an on-site interpreting assignment, send an email to our company (PBTAI@PERTHCHINESE.COM.AU) with the job details and the reason for the cancellation. When a pre-booked phone or on-site service is cancelled and the required notice of the cancellation is not provided or is provided with less than 72 hours' notice, you will still be charged for the service as scheduled. A booking for multiple-day interpreting with less than 48 hours' cancellation notice will attract a cancellation fee equivalent to a full day's work, including interpreter travel time and costs.

30 March 2015

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