

Model Job Contract for Independent Language Contractors

AGREEMENT FOR LANGUAGE TRANSLATION SERVICES

This AGREEMENT FOR LANGUAGE TRANSLATION SERVICES (“Agreement”) is entered into effect on _____, (“Effective Date”), by and between (add name and address) (“Contractor”) and _____ (add name and address) (“Client”).

Client and Contractor hereby agree to the following:

1. Terms.

- a) **Client:** A person or organization using the services of a lawyer or other professional person or company:
- b) **Client Agreement:** A client agreement is an agreement between a business and its customers to whom it offers services, making their relationship legally binding.
- c) **Confidentiality:** Keeping information/data private/secret.
- d) **Contractor:** A person or entity that enters into a contract.
- e) **Copyright:** The exclusive right to make copies, license, and otherwise exploit a literary, musical, or artistic work, whether printed, audio, video, etc.: works granted such right by law on or after January 1, 1978, are protected for the lifetime of an author or creator and for a period of 70 years after their death.
- f) **Independent Contractor:** An independent contractor is a self-employed person or entity contracted to perform work for—or provide services to—another entity as a non-employee.
- g) **Translator/Contractor:** a person who translates from one language into another, especially as a profession.

2. **Description of Services.** Contractor, as an independent contractor, will provide service(s) set forth in the Scope of Services on Attachment 1. Contractor shall make every effort to complete service(s) by the completion date set forth in Attachment 1 but shall not be responsible for delays in completion caused by events beyond Contractor’s control.

Contractor: _____ Date: _____

Client: _____ Date: _____

3. **Fee for Services.** Client agrees to pay (\$ _____ an hour), (\$ _____ per page), (\$ _____ per word), (a flat fee of \$ _____) as Contractor's fee for the above service(s). Payment is due as follows:

Payment Methods: _____ Check _____ Credit Card _____ ACH transfer
_____ PayPal _____ Zelle _____ Venmo _____ Wise

The due dates for payment of fees and costs under this Agreement shall be the date(s) specified in this Agreement, provided that if no date is specified, the due date shall be the date of Contractor's billing for the fees or costs. Any payments for fees or costs not received by Contractor within _____ days of the due date will be deemed late and shall be subject to a _____% per month late charge. Client agrees to be responsible for Contractor's costs in collecting late payments due from Client, including reasonable attorneys' fees.

a) **Additional fees.** Additional fees will be payable, to be calculated as provided below, in the event the following additional services are required: (i) investigation, inquiry, or research beyond that normal to a routine translation is required because of ambiguities in the item(s) to be translated; (ii) additional services are required because Client makes changes in the item(s) to be translated after the signing of this Agreement; and (iii) Contractor is requested to make changes in the translation after delivery of the translation, because of Client's preferences as to style or vocabulary, and such changes are not required for accuracy. Should such additional services outlined above result in changes to more than _____% of the total work product/document, or research beyond _____ number of hours, the additional fees for such services shall be calculated as follows: _____.

b) **Additional Costs.** Client shall reimburse Contractor for necessary out-of-pocket expenses incurred by Contractor that are not a normal part of routine translation procedure, including but not limited to: shipping or postage for hard copies, notarization of documents, digital passcodes, or subscriptions to legal or other databases that require paid subscriptions or any other expenses incurred at Client's request.

4. **Cancellation or Withdrawal by Client.** If Client cancels or withdraws any portion of the item(s) described in paragraph 1 above prior to Contractor's completion of the service(s), then, in consideration of Contractor's scheduling and/or performing said service(s) Client shall pay Contractor the portion of the above fee represented by the percentage of total service(s) performed, but in any event not less than _____% of said fee.

Contractor: _____ Date: _____

Client: _____ Date: _____

5. **Client's Review of Translation.** Upon receipt of the translation from Contractor, Client shall promptly review it, and within 30 days after receipt shall notify Contractor of any requested corrections or changes. Contractor shall correct, at no cost to Client, any objective errors made by Contractor. In the event Client requests any changes of a subjective manner, such changes will be made by Contractor at additional fees, which shall be calculated pursuant to paragraph 2 above.

6. **Confidentiality.** Contractor agrees to be bound by the terms of the Confidentiality Agreement attached hereto as Attachment 2, which shall govern all confidential information which Contractor may have access to or become aware of in the performance of services under this Agreement.

7. **Translation is Property of Client, Copyright.** Upon Client's completion of all payments provided herein, the translation of the item(s) described in paragraph 1 above shall be the property of Client. Contractor has no obligation to take any steps to protect any copyright, trademark, or other right of Client with respect to the translation, except as may be expressly otherwise provided in this Agreement. Contractor's workflow may include the use of digital tools and technologies such as translation memory (TM) files and associated technologies (glossaries, termbases, etc.). Contractor retains ownership of any files created while using these tools and technologies. Notwithstanding the foregoing, Contractor shall have the right to retain file copies of the item(s) to be translated and of the translation, subject to the provisions of paragraph 5 above.

8. **Contractor's Use of Work Product.** Client gives Contractor the right to use the work product as part of portfolios and websites in galleries and in other media, so long as it is for marketing purposes only, and such work product shall be redacted to remove any identifying or confidential information of Client.

9. **Indemnification and Hold-Harmless by Client.** Client agrees to indemnify and hold Contractor harmless from any and all losses, claims, damages, expenses, or liabilities (including reasonable attorneys' fees) which Contractor may incur based on information, representations, reports, data, or product specifications furnished, prepared or approved by Client for use by Contractor in the work performed under this Agreement.

10. **Changes by Others.** Contractor shall approve all changes unless otherwise agreed upon.

11. **Governing Law.** This Agreement shall be governed by the laws of

12. **Additional provisions.** *[Add all additional provisions required by the parties.]*

Contractor: _____ Date: _____

Client: _____ Date: _____

13. **Complete Agreement.** This is the complete agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be in writing signed by both parties. This Agreement becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to each party.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective the date first stated above:

CONTRACTOR- Signature

CLIENT- Signature

Printed Name

Printed Name

Date

Date

IMPORTANT NOTICE

THIS CONTRACT FORM OR GUIDE IS GENERAL IN NATURE AND IS NOT INTENDED TO PRESCRIBE THE USE OF ANY TERMS AND CONDITIONS HEREIN. THE ISSUANCE OF THIS FORM DOES NOT RESTRICT IN ANY RESPECT ANY MEMBER OR NON-MEMBER FROM CONTRACTING FOR SERVICE ON TERMS AND CONDITIONS DIFFERENT FROM THOSE SET FORTH HEREIN. THE USE OF ANY PORTION OF THIS FORM OF AGREEMENT IS STRICTLY VOLUNTARY AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTING PARTIES.

NEITHER THE AMERICAN TRANSLATORS ASSOCIATION NOR ITS MEMBERS ASSUME ANY RESPONSIBILITY OR LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, WITH RESPECT TO THE USE OF THIS CONTRACT FORM. THE AMERICAN TRANSLATORS ASSOCIATION AND ITS MEMBERS MAKE NO WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE LEGALITY OR ENFORCEABILITY OF THIS FORM OF AGREEMENT.

Contractor: _____ Date: _____

Client: _____ Date: _____

ATTACHMENT 1
LANGUAGE
TRANSLATION SERVICES

Scope of Services

Contractor Name:
Contractor Address:
Phone Number:
Email Address:

Client Name:
Client Address:
Phone Number:
Email Address:

1. **Description of Services** – Contractor shall provide the following language translation services (list services in detail, including language pairs): _____

2. **Start Date:**

3. **Projected End Date and Time (include time zone):**

4. **Method of delivery:** _____

5. **Format of delivery:**

____ Hard copy ____ Electronically or ____ Both (Hard copy and Electronically)

Contractor: _____ **Date:** _____

Client: _____ **Date:** _____

ATTACHMENT 2

CONFIDENTIALITY AGREEMENT

Confidentiality

All knowledge and information expressly identified by Client in writing as confidential which Contractor acquires during the term of this Agreement regarding the business and products of Client or other subject matter shall be maintained in confidentiality by Contractor and, except as expressly authorized by Client in writing, shall not be divulged or published by Contractor and shall not be authorized by Contractor to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

- a. Information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Contractor of this paragraph.

- b. Terminological glossary entries compiled by Contractor in the course of Contractor’s performance of the translation service(s) under this Agreement; provided, however, that Client and Contractor may agree in writing that, upon payment by Client to Contractor of an agreed-upon fee, such terminological glossary entries shall be the property of Client and shall be covered by the confidentiality provisions of this paragraph.

Contractor, as an independent contractor, agrees as follows:

- 1. Contractor shall respect all confidences received in the course of translation and shall keep all information gained in the course of Contractor’s professional duties strictly confidential.

- 2. Contractor shall follow all applicable privacy laws and/or regulations, including but not limited to (please check all that apply):

- _____ General Data Protection Regulation (GDPR)

- _____ Health Insurance Portability and Accountability Act (HIPAA)

- _____ Health Information Technology for Economic and Clinical Health (HITECH)

- _____ Family Educational Rights and Privacy Act (FERPA)

- _____ Other applicable privacy law, regulation, or policy

- _____ (specify law/regulation/policy)

Contractor: _____ **Date:** _____

Client: _____ **Date:** _____

3. Contractor shall not discuss, disclose, report, publish, or comment upon a matter or case in which it serves as translator with any party. This includes texting, emailing, blogging, tweeting, and posting on a website, and other print, electronic, and social media.

4. Contractor shall not offer an opinion to anyone regarding the anticipated outcome of the case or matter for which Contractor is providing services pursuant to this Agreement.

5. Contractor shall not disclose any communication that is privileged by law without the prior written consent or authorization by the parties to the communication, or pursuant to court order.

6. Contractor shall not make statements adverse to the positions of the Client(s), or which puts at issue the confidentiality of any information and/or discussions subject to a Contractor-client or Contractor work-product.

I certify that I have read these confidentiality rules and agree to abide by them.

Contractor Signature

Date

Contractor: _____

Date: _____

Client: _____

Date: _____