

TRANSCRIPTION SERVICES AGREEMENT

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This Transcription Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[TRANSCRIBER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] with its principal place of business at [TRANSCRIBER ADDRESS] ("**Transcriber**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Transcriber and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Transcriber to convert audio or video recordings into written text, and Transcriber wishes to provide those services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 Services. Transcriber will transcribe the audio or video files described in **Exhibit A** (the "**Source Recordings**") into written text (the "**Transcripts**" or "**Deliverables**") with reasonable skill and care and in a professional manner consistent with generally accepted industry standards.

1.2 Transcription style. The Transcripts will be produced in [VERBATIM / CLEAN VERBATIM / INTELLIGENT (EDITED) / TIME-STAMPED] style, with speaker labels as [REQUIRED / NOT REQUIRED], as described in Exhibit A.

1.3 Format and delivery. Transcripts will be delivered in [FORMAT, e.g. .docx / .txt / .srt] with [TIMESTAMP INTERVAL, IF ANY], by [DELIVERY METHOD].

1.4 Out of scope. Translation, captioning timing beyond the stated style, content summarization, legal certification, and editorial rewriting are not included unless stated in Exhibit A.

2. Source Recordings and Client Responsibilities

2.1 Delivery of source. Client will provide the Source Recordings in a usable format with reasonable audio quality. Transcriber is not responsible for accuracy limitations caused by poor audio, overlapping speakers, heavy accents, background noise, or inaudible passages.

2.2 Inaudible and unclear passages. Transcriber will mark inaudible, unclear, or uncertain passages as [e.g. "[inaudible 00:00]" or "[unclear]"] rather than guess, and Client may request a review pass for flagged passages.

2.3 Reference materials. Client will, on request, provide spellings of names, technical terms, glossaries, and context that improve accuracy.

2.4 **Right to use source.** Client represents that it owns or has the right to have the Source Recordings transcribed and that doing so does not infringe any third-party right or violate any recording-consent law applicable to the recordings.

3. Turnaround Time

3.1 **Standard turnaround.** Transcriber will deliver Transcripts within [NUMBER] [HOURS / BUSINESS DAYS] per [AUDIO HOUR / FILE] from receipt of usable Source Recordings and any needed reference materials.

3.2 **Rush service.** Expedited turnaround is available at a surcharge of [PERCENTAGE OR AMOUNT] when agreed in writing before work begins.

3.3 **Delays.** Turnaround assumes timely delivery of usable source. Delays by Client, or source of materially worse quality than represented, extend the turnaround correspondingly.

4. Accuracy and Revisions

4.1 **Accuracy standard.** Transcriber will produce Transcripts of at least [e.g. 98%] accuracy for clearly audible, standard-language single-speaker audio, recognizing that accuracy depends on audio quality and that no transcription is error-free.

4.2 **Corrections.** Transcriber will correct genuine transcription errors at no charge if Client reports them within [NUMBER] days of delivery. Changes that reflect Client's preference, restyling, or new source content are billable.

4.3 **No legal certification.** Unless expressly stated in Exhibit A, the Transcripts are not certified, sworn, or court-admissible transcripts, and Transcriber is not acting as a certified court reporter.

5. Confidentiality and Data Handling

5.1 **Definition.** "Confidential Information" means the Source Recordings, the Transcripts, and any non-public information disclosed by Client that is marked confidential or that a reasonable person would understand to be confidential.

5.2 **Obligations.** Transcriber will use Confidential Information only to perform the Services, protect it with at least reasonable care, and disclose it only to personnel or subcontractors bound by equivalent confidentiality obligations.

5.3 **Sensitive content.** If the Source Recordings contain personal, medical, financial, or otherwise sensitive information, Transcriber will apply the additional safeguards described in Exhibit A and will not use such information for any purpose other than the Services.

5.4 **Return or destruction.** On Client's written request or within [NUMBER] days of completion, Transcriber will return or securely delete the Source Recordings and any working copies, except routine backups and copies required by law, which remain subject to this Section.

6. Intellectual Property

6.1 **Source ownership.** Client retains all right, title, and interest in the Source Recordings.

6.2 **Assignment of Transcripts.** Subject to Client's full payment, Transcriber assigns to Client all right, title, and interest in the Transcripts, excluding Transcriber's Background IP and Tools described in Section 6.3.

6.3 Transcriber tools. Transcriber retains ownership of its general methods, templates, and software ("**Tools**"). To the extent any Tool is embedded in a Transcript, Transcriber grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use it as part of the Transcript.

6.4 Until payment. Until Client pays in full, Transcriber retains all rights in the Transcripts, and Client has no license to use them.

7. Fees and Payment

7.1 Basis of charge. Fees are charged [**PER AUDIO MINUTE / PER AUDIO HOUR / PER PROJECT / PER LINE**] at [**RATE**], with multipliers for multiple speakers, poor audio, or rush service as stated in Exhibit A. Fees are stated in [**CURRENCY**], exclusive of taxes.

7.2 Invoicing and payment. Transcriber will invoice [**ON DELIVERY / ON MILESTONES / [PERCENTAGE] DEPOSIT THEN BALANCE ON DELIVERY**]. Client will pay each undisputed invoice within [**NUMBER**] days of the invoice date.

7.3 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [**e.g. 1.5%**] per month or the maximum rate permitted by applicable law, from the due date until paid.

7.4 Taxes. Client is responsible for all sales, use, and similar taxes, except taxes based on Transcriber's net income.

8. Limitation of Liability

8.1 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

8.2 Liability cap. Except for the excluded matters in Section 8.3, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid or payable for the project giving rise to the claim.

8.3 Exclusions from the cap. The limitations above do not apply to breach of confidentiality under Section 5, a Party's own infringing materials, or a Party's gross negligence or willful misconduct.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues until the Services are complete, unless terminated earlier.

9.2 Termination for convenience. Either Party may terminate on [**NUMBER**] days' written notice. Client will pay for work performed through the termination date.

9.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [**NUMBER**] days after written notice describing the breach.

9.4 Survival. Sections 5, 6, 7 (for accrued amounts), 8, and 10 survive termination.

10. General Provisions

10.1 Independent contractor. Transcriber is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.2 Governing law and venue. This Agreement is governed by the laws of the State of [**STATE**], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [**COUNTY, STATE**].

10.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TRANSCRIBER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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