

TRANSLATION SERVICES AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your engagement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

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

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

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

Recitals. Client wishes to engage Translator to translate certain materials from the [SOURCE LANGUAGE] into the [TARGET LANGUAGE], and Translator 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. Translator will translate the materials described in **Exhibit A** (the "**Source Materials**") from the [SOURCE LANGUAGE] into the [TARGET LANGUAGE] and deliver the translated text (the "**Translation**" or "**Deliverables**") with reasonable skill and care and in a professional manner consistent with generally accepted industry standards.

1.2 Service type. The Services consist of [TRANSLATION / LOCALIZATION / TRANSCREATION / PROOFREADING / EDITING / CERTIFIED TRANSLATION] as described in Exhibit A. [If certified: Translator will provide a signed certificate of accuracy.]

1.3 Reference materials. Client may provide glossaries, style guides, prior translations, and reference materials. Translator will use them where reasonable. Absent such materials, Translator will apply its professional judgment and standard usage.

1.4 Out of scope. Desktop publishing, formatting beyond plain text, notarization, sworn-translator certification, voiceover, and subtitling timing are not included unless stated in Exhibit A.

2. Source Materials and Client Responsibilities

2.1 Delivery of source. Client will provide the Source Materials in a final, legible, complete form and in the format stated in Exhibit A. Translator is not responsible for errors caused by illegible, incomplete, or non-final source.

2.2 Subject-matter support. Client will, on reasonable request, identify the intended audience and purpose, answer terminology questions, and provide context for ambiguous or specialized terms.

2.3 Client review. Client is responsible for reviewing the Translation for fitness for Client's intended purpose before publication or reliance, and for any in-context review of how the Translation appears in Client's final layout.

2.4 **Right to use source.** Client represents that it owns or has the right to have the Source Materials translated and that doing so does not infringe any third-party right.

3. Word Count, Rates, and Quotation

3.1 **Basis of charge.** Fees are charged [PER WORD / PER PAGE / PER HOUR / PER PROJECT] at [RATE], calculated on the [SOURCE / TARGET] text, as stated in Exhibit A.

3.2 **Quotation.** Any quotation is based on the Source Materials as provided. If the scope, volume, format, or deadline changes, Translator may revise the quote before continuing.

3.3 **Minimum charge and rush fees.** A minimum charge of [AMOUNT] applies to small jobs. Expedited deadlines may incur a rush surcharge of [PERCENTAGE OR AMOUNT] as agreed in writing.

3.4 **Repetitions and updates.** Charges for repeated segments or for updates to previously translated text will be handled as stated in Exhibit A.

4. Accuracy, Quality, and Revisions

4.1 **Standard of accuracy.** Translator will produce a Translation that is faithful to the meaning of the Source Materials and appropriate in tone and register for the stated audience, recognizing that translation involves legitimate stylistic choices and that more than one accurate rendering may exist.

4.2 **Revisions.** Translator will correct genuine errors (mistranslation, omission, or grammatical mistakes) 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 guarantee of effect.** Translator does not warrant that the Translation will achieve any particular commercial, legal, or persuasive result, or that it satisfies regulatory or certification requirements unless expressly agreed.

4.4 **Machine translation.** Translator will [NOT USE / USE ONLY WITH CLIENT'S WRITTEN CONSENT] machine translation for the Source Materials, and will maintain the confidentiality controls in Section 6.

5. Delivery, Deadlines, and Acceptance

5.1 **Delivery.** Translator will deliver the Translation by [DEADLINE] in [FORMAT] to [DELIVERY METHOD].

5.2 **Deadline adjustments.** Deadlines assume timely delivery of usable Source Materials and prompt answers to queries. Delays by Client extend the deadline by a corresponding period.

5.3 **Acceptance.** The Translation is deemed accepted [NUMBER] days after delivery unless Client gives written notice of specific, good-faith errors within that period.

6. Confidentiality

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

6.2 **Obligations.** Translator 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.

6.3 **Exclusions.** Confidentiality does not apply to information that is or becomes public through no fault of Translator, was rightfully known without restriction before disclosure, or is independently developed.

6.4 Return or destruction. On Client's written request or on completion, Translator will return or destroy Confidential Information, except routine backups and copies required by law, which remain subject to this Section.

7. Intellectual Property

7.1 Source ownership. Client retains all right, title, and interest in the Source Materials.

7.2 Assignment of the Translation. Subject to Client's full payment, Translator assigns to Client all right, title, and interest in the Translation, excluding Translator's Background IP and Tools described in Section 7.3.

7.3 Translator tools. Translator retains ownership of its general methods, glossaries of non-confidential general terms, translation-memory technology, and software ("**Tools**"). To the extent any Tool is embedded in the Translation, Translator grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use it as part of the Translation.

7.4 Until payment. Until Client pays in full, Translator retains all rights in the Translation, and Client has no license to use it.

8. Fees and Payment

8.1 Fees. Client will pay the fees stated in Exhibit A in [CURRENCY], exclusive of taxes.

8.2 Invoicing and payment. Translator 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.

8.3 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.

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

9. Limitation of Liability and Term

9.1 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.

9.2 Liability cap. Except for the excluded matters in Section 9.3, 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.

9.3 Exclusions from the cap. The limitations above do not apply to breach of confidentiality under Section 6, infringement caused by a Party's own materials, or a Party's gross negligence or willful misconduct.

9.4 Term and termination. This Agreement begins on the Effective Date and continues until the Services are complete. Either Party may terminate for material breach not cured within [NUMBER] days of written notice. On termination, Client will pay for work performed through the termination date.

9.5 Survival. Sections 6, 7, 8 (for accrued amounts), 9, and 10 survive termination.

10. General Provisions

10.1 Independent contractor. Translator 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.

TRANSLATOR

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.