



AGREEMENT

BETWEEN

STB Limited trading as 'Surrey Translation Bureau', with its registered office at Victoria House,
South Street, Farnham, Surrey,
GU9 7QU ("**STB Ltd**")

AND

the party whose name and address is detailed at the end of this document
(**"Contractor"**)

ON THE PROVISION OF TRANSLATION AND OTHER RELATED SERVICES

IT IS HEREBY AGREED AS FOLLOWS

The Contractor shall provide one or more of the following translation or translation related services (collectively defined as the **Service(s)**):

- (i) Translation: Localisation of written text, software files, documentation and ancillary materials to meet the requirements and standard idioms of the language or languages used in a particular country or countries;
- (ii) Revision: Comparison of the target text (translation) and source text (original) in order to check the translation for accuracy and style. This includes making corrections and improvements to texts, with particular attention to tailoring them to the given readership;
- (ii) Editing: A monolingual task. Checks to be carried out as per Revision, however an in-depth comparison against the source file is not required (if provided).
- (iv) DTP: Inserting translated text into existing artwork files created in Adobe Illustrator, Adobe InDesign or similar and subsequently producing ready-to-print files.
- (v) Other linguistic-related services as required.

Terms of the Agreement:

STB Ltd shall

1. Issue a STB reference number and confirmation email to the Contractor as confirmation that they should proceed with a given assignment.
2. Provide sufficient instructions and all files and other relevant documents (subject to availability) directly required by the Contractor in order for them to provide the Service(s) requested of them.
3. Liaise between the Contractor and the end client, with a view to resolving any linguistic queries that may arise in relation to the Service(s) being provided.
4. Endeavour to resolve any technical queries encountered by the Contractor.
5. Keep all data relating to the Contractor confidential, subject to the need to comply with, or to enforce rights under, this Agreement, or as required by law. Please also refer to Annex 1 to the Freelance Agreement: General Data Protection Regulation enforcement.
6. Pay the fees properly due to the Contractor, on being satisfied that the Service(s) provided comply fully with the instructions provided and this Agreement, within thirty (30) days of receipt of the Contractor's invoice, unless otherwise agreed in writing, provided that any such invoice complies with the provisions of the STB Translator Invoice Notes (as amended at the discretion of STB Ltd from time to time). Where payment is to be made by bank transfer or through some other electronic process, STB Ltd will meet only those charges levied by the originating bank.
7. Be entitled to withhold payment as follows:
 - a. If, at the reasonable determination of STB Ltd or the end client, Service(s) have not been delivered in accordance with this Agreement or if STB Ltd suffers any loss or damage as a result of a breach of this Agreement, STB Ltd reserves the right to claim financial compensation corresponding to the damage suffered.
 - b. If STB Ltd is forced to reassign the Service(s) to another contractor or internal staff member in order to minimise the delay in delivering the Service(s) to the end client, the Contractor agrees that STB Ltd shall not remunerate them for any Service(s) that have to be reassigned. The Contractor shall not be held liable in the event of delays in delivery that are completely beyond their control (due to serious illness, accident, temporary disability or force majeure). Nevertheless, in the unlikely event that such a situation should occur, the Contractor shall inform STB Ltd immediately.
 - c. If the Contractor fails to comply with the instructions for the Service(s), STB Ltd reserves the right to deduct sums from any fees ordinarily payable to the Contractor, or claim such losses from the Contractor, to compensate for any extra work or damage or loss caused by their failure to observe these instructions.
 - d. If the Service(s) provided by the Contractor do not meet the quality standards expected of an industry professional, STB Ltd reserves the right to deduct sums from any fees ordinarily payable to the Contractor, or claim such losses from the Contractor, to compensate for any extra work or damage caused by their failure to

provide Service(s) of sufficient quality in accordance with this Agreement. If remuneration is withheld for quality reasons, either in full or in part, STB Ltd will specify the reasons for its decision, providing examples of any unsatisfactory elements identified.

- e. If the Service(s) provided by the Contractor are in breach of this Agreement, STB Ltd may (without prejudice to any other rights it may have):
 - i. terminate this Agreement in whole or in part without liability to the Contractor;
 - ii. refuse to accept any subsequent performance of the Service(s) which the Contractor attempts to make;
 - iii. purchase substitute Service(s) from elsewhere;
 - iv. hold the Contractor accountable for any loss and additional costs incurred; and seek the recovery of any costs, losses or damages repaid as a debt.

The Contractor shall:

8. In all cases act in accordance with the high standards expected of an industry professional and undertake to perform the Service(s) they are providing to the best of their ability. In the matter of translation, revision and editing, the Contractor shall undertake any linguistic, terminological or other research that may be necessary and shall deliver a file which is accurate, consistent and which conforms to typographical and grammatical rules in the target language. The Contractor shall also ensure that any quality assurance checks requested by STB Ltd are fully complied with.
9. Refrain from subcontracting the Service(s) without the prior knowledge and agreement of STB Ltd. Contractors acting as an agency may subcontract all or part of the Service(s) provided to STB Ltd, but may only do so with STB Ltd's prior knowledge and written agreement. In such an event, the Contractor shall endeavour to ensure that all of its subcontractors respect all terms of the present Agreement and shall remain responsible for the overall delivery of the Service(s) and directly liable to STB Ltd for any breach of the Agreement in the Service(s) provided by the subcontractor.
10. Provide the Services requested of them by STB Ltd and adhere to any specific instructions including but not limited to terminology, style, file format or client-specific requirements as advised by STB Ltd.
11. Decline any request for the provision of Service(s) that they believe to be beyond their technical knowledge or linguistic ability, prior to accepting the assignment.
12. Complete and deliver the Service(s) within the agreed deadline. If a problem arises that makes it possible that the Contractor shall not be able to meet a deadline for provision of the Service(s), the Contractor shall notify STB Ltd immediately. Any extension of a completion deadline should first be discussed with and approved by STB Ltd in writing.
13. Maintain full and regular backups at no cost to STB Ltd of all files electronically generated that are related to the provision of the Service(s). These backups must be retained for the

duration of the project and for a period of six (6) years post-delivery of the Service(s) in case of any queries (or dispute) from, or with, STB Ltd or the end client.

14. Be prepared to make amendments to the Service(s) at no additional cost (unless otherwise agreed in writing), at the request of STB Ltd or the end client, should the requirements for the Service(s), at the reasonable determination of STB Ltd or the end client, not have been met.
15. Submit invoices based on the rate agreed at the beginning of their agreement with STB Ltd or as agreed, in writing, subsequently. Unless otherwise agreed between the Parties, STB Ltd shall pay the Contractor a rate on a "per word" basis, with CAT ("Computer Assisted Translation") software discounts applied if relevant. If the Contractor wishes to charge a higher rate for a particular assignment or if they intend at any point to revise their normal rates, they shall inform STB Ltd of their intention to do so, in writing, and any such variations shall only be binding if agreed in writing by STB Ltd before the Contractor undertakes the work. No price increase shall be accepted without prior consultation with STB Ltd and only those higher rates expressly approved, in writing, before commencing the work, shall be paid. If the Contractor performs a Service that has not been agreed upon, this part of the assignment shall not be paid.
16. Notify STB Ltd of any queries they have been unable to resolve through their own research or any problems, technical or otherwise, they have encountered immediately and, wherever possible, well in advance of the agreed deadline. The Contractor must also be prepared, at no additional cost, to answer any queries from STB Ltd in relation to the Service(s) provided.
17. Undertake to treat documents provided by STB Ltd and any client of STB Ltd as confidential. This means that:
 - a. The Contractor shall keep confidential all information and documents made available to them by STB Ltd and shall not communicate, publish, reproduce, copy or divulge any such information or the contents of such documents to any third party, unless compelled to do so by law. They are, however, allowed to make such texts available to possible subcontractors (as per the provisions of paragraph 9), provided that the subcontractor adheres to the same confidentiality obligations.
 - i. Accordingly, the Contractor shall not use any machine translation software, including but not limited to SDL Language Cloud and Google Translate (through a web browser or SDL software) without the prior explicit written permission from STB Ltd.
 - b. The Contractor shall not derive any personal profit or advantage from any privileged or confidential information acquired in the course of work undertaken for STB Ltd.
 - c. The Contractor shall be responsible for the safe-keeping of the documents made available to them. If the Contractor suspects that a third party has gained access to the material, they shall inform STB Ltd of this fact immediately.
 - d. At the request of STB Ltd, the Contractor may be asked to sign a specific confidentiality or non-disclosure agreement for a particular assignment or end client.

- e. The Contractor shall not disclose to third parties any information relating to STB Ltd (including without limitation any rates, working methods, identity of its end clients or its other Contractors) without STB Ltd's advance written permission.

18. Acknowledge that:

- a. All documentation and information made available or disclosed to them by STB Ltd on behalf of its end clients shall remain the exclusive property of STB Ltd or the end clients and any document or material shall be returned to STB Ltd if requested in writing. In addition the Contractor confirms that they understand and agree that STB Ltd or its end clients shall acquire all intellectual property rights with respect to all material provided, produced or used in the delivery of the Service(s);

19. Maintain all necessary licences and consents (with documentary proof of such) on products or services used in order to provide the Service(s); and

20. Indemnify and hold STB Ltd harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, STB Ltd as a result of or in connection with:

- i. any alleged or actual infringement, of any third party's intellectual property rights or other rights arising out of the delivery of the Services; and
- ii. any claim made against STB Ltd in respect of any liability, loss, damage, injury, cost or expense sustained by STB Ltd arising from the provision of the Services or as a consequence of a breach of this Agreement.

21. Maintain in force professional indemnity insurance with a reputable insurance company, if specifically requested by STB Ltd, for the duration of the term of this Agreement (and for a period of six (6) years thereafter) and shall, where required, produce both the insurance certificate giving details of cover and the receipt for the current year's premium. Please note: this is a strong recommendation by STB Ltd, however will only be specifically requested for certain projects and end clients. In the absence of an insurance contract, the Contractor accepts that they could be held personally liable for any claims, costs, proceedings, damages or expenses which may arise.

22. Not intentionally reveal their identity, name or contact details in any way to STB Ltd's end clients. If the Contractor has to insert comments or track changes in a text, they shall remove all reference to their name or identity from the file. This provision shall not apply where STB Ltd has expressly requested such identification in writing.

23. Not solicit the end clients of STB Ltd for the duration of this Agreement and for a period of twelve (12) months after the termination thereof. STB Ltd shall always act as an intermediary between the Contractor and the end client, unless STB Ltd expressly, in writing, allows the Contractor to contact its end client directly (and only then for the specific purpose expressly stated by STB Ltd). In particular, but without limitation, in all cases where the Contractor requires clarification from STB Ltd's end client regarding the assignment entrusted to them, or if they wish to communicate with STB Ltd's end client for any purpose, they shall notify STB Ltd as soon as possible and shall not contact the end client unless expressly permitted to do so by STB Ltd in writing.

24. Not deal or provide equivalent Service(s) to any end clients of STB Ltd to which the Contractor has provided the Service(s) within a twelve (12) month period preceding termination of this Agreement, for a period of six (6) months after the termination of this Agreement.

Final provisions

25. The restrictions imposed by paragraphs 23 and 24 apply to all Contractors, whether acting directly and indirectly, on their own behalf or on behalf of, or in conjunction with, any firm, company or person.
26. If a Contractor receives an offer to be involved in any capacity in a business concern associated with STB Ltd and the Service(s) during the Agreement, or before the expiry of the covenants in paragraphs 23 and 24, the Contractor shall give the person making the offer a copy of paragraphs 23, 24, 25, 26 and 27 of this Agreement.
27. The restrictions in paragraphs 23 and 24 are intended to be separate and severable.
28. Neither STB Ltd nor the Contractor shall, both during and post-termination of this Agreement, make any adverse or derogatory comment about the other, including their respective employees, officers or shareholders (where applicable), or do anything which shall, or may, bring the other party, including their employees, officers or shareholders (where applicable), into disrepute.
29. The Contractor agrees and acknowledges that STB Ltd does not guarantee to provide any particular minimum or maximum quantities of work for the Contractor to undertake during this Agreement.
30. Any pre-agreed dates or times for the delivery of the Service(s) issued by STB Ltd shall form a term of this Agreement; it is fundamental that the delivery of the Service(s) is/are within, or by, the stated timescales.
31. This Agreement may be terminated at any time by either party, without notice, subject to the requirement, if requested by STB Ltd, for a Contractor to complete any particular assignment currently being undertaken, and there shall be no requirement to pay either party any compensation for such termination, save for a breach of this Agreement.
32. The Parties agree that the Contractor is and shall be an independent contractor and nothing in this Agreement shall render the Contractor an employee, worker, agent or partner of STB Ltd and the Contractor shall not hold him/herself as such. The Contractor shall be fully responsible for and indemnify STB Ltd against any liability, assessment or claim for taxation whatsoever arising from or made in connection with the performance of the Service(s) and any employment-related claim or any claim based on worker status (including reasonable costs, legal costs and expenses) against STB Ltd arising out of or in connection with the provision of the Service(s), or any Service(s) provided to STB Ltd preceding the date of this Agreement. STB Ltd may satisfy such the indemnity (in whole or in part) under this paragraph by way of deduction from any payment due to the Contractor.

33. Each Party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other Party against any amounts payable by it to the other Party.
34. Any delay on the part of either party to exercise any rights under this Agreement shall not prevent it from bringing proceedings to assert such a right. Neither shall prior conduct be relevant to either Party's ability to exercise any further rights that may arise.
35. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
36. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
37. Unless otherwise agreed, all payments under this Agreement shall be exclusive of VAT.
38. The following provisions shall survive and continue in full effect beyond termination of this Agreement:
 - Paragraphs 5, 6, 7, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 32, 33, 34, 35, 36; and
 - a. All provisions relating to the delivery of and standard of the Service(s) under this Agreement for the purposes of completing any assignment, as may be requested by STB Ltd at its discretion, under paragraph 31.
39. In this Agreement, references to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa.
40. Any references to "in writing" or "written" within this Agreement shall include communication via email in the English language.
41. This Agreement is governed by English Law and the Parties submit to the exclusive jurisdiction of the English Courts.

Both Parties hereby sign duplicate copies of this contract for a single purpose, on the date indicated below. This Agreement shall take effect on the date on which it is signed, and shall remain in force until it is superseded by any future written and signed agreements between STB Ltd and the Contractor.

For STB Ltd

Signature: _____ Date: _____

Name: _____ Position: _____

For the Contractor as an

Individual translator Partnership / Collective Agency

Legal status

Self-employed Partnership Limited company (or equivalent)

Signature: _____ Date: _____

Name: _____ Position: _____

On behalf of: _____ (company / partnership if relevant)

Address: _____

Country: _____