



MEMBER OF THE AUSTRALIAN INSTITUTE OF TRANSLATORS AND INTERPRETERS INCORPORATED

**STANDARD TRANSLATION CONTRACT**

MEMBER OF THE AUSTRALIAN INSTITUTE OF TRANSLATORS AND INTERPRETERS INCORPORATED

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_  
BETWEEN **DR J. CHRYS CHRYSTELLO** of Rua da Igreja, 6, LOMBA DA MAIA, 9625-115,  
S. Miguel, Açores, Portugal, [drchryschrystello@sapo.pt](mailto:drchryschrystello@sapo.pt) [drchryschrystello@yahoo.com.au](mailto:drchryschrystello@yahoo.com.au) (Hereinafter  
referred to as "Translator")  
And

**DRAFT**

Of \_\_\_\_\_  
(Hereinafter referred to as "Client")  
Translator agrees to undertake the work referred to in the schedule hereto for Client upon the terms and  
conditions herein.

**SCHEDULE OF WORKS:**

**1. DESCRIPTION OF WORK: (BRIEF DESCRIPTION OF WORK)**

TRANSLATION  PROOF-READING  COPYEDITING  
**From** ENGLISH  PORTUGUESE  SPANISH  FRENCH   
**INTO** ENGLISH  PORTUGUESE (European)  PORTUGUESE (Brazilian)  SPANISH Standard   
SPANISH (Sth. American)  FRENCH  OTHER: \_\_\_\_\_

Project Subject/Title: \_\_\_\_\_

Sworn Translation:  Yes No

Number of words: a) in original language \_\_\_\_\_ b) in destination language \_\_\_\_\_

Number of pages: a) in original language \_\_\_\_\_ b) in destination language \_\_\_\_\_

Number of hours \_\_\_\_\_ per project

Remarks: Have original returned  Yes No

**2. Agreed Date of Delivery: / /**

Delivery by:  Fax  Hard Copy  Word / Windows version \_\_\_\_\_  
 Mail  E-mail  Special Delivery (EMS/DHL/etc.)  Other \_\_\_\_\_

Delivery in format: MSWORD  MSEXCEL  MSACCESS

**3. Fee:**

Price Agreed: US\$  Euro  AUD\$  Other  \_\_\_\_\_

Per word, \_\_\_\_\_ Per line, \_\_\_\_\_ Per page, \_\_\_\_\_ Per hour \_\_\_\_\_ Per project \_\_\_\_\_

**To be paid 40% before starting translation. Remainder 60% at completion.**

**To be fully paid before delivery  Yes No .**

**To be paid within  7 days of date of delivery/invoice. 10% penalty fee applies.**

**To be paid within  30 days of date of delivery/invoice. 10% penalty fee applies.**

**4. COPYRIGHT Licence 3 months** for one Edition only, unless otherwise specified. Based on receiving  
satisfactory credit references from Translators or organisations. Initial credit limits apply for new clients. In  
accordance with the EU Directive 2000/35/EC, after the latest day of payment stated above interest for late  
payment will be charged at a rate that is 7% above the reference rate of the European Central Bank. Until full  
payment has been received, the copyright for the translation will remain with the translator, and the translation  
may not be used commercially by the purchaser or a third party

5. Price calculated on language of destination  on language of origin

6. **Publication/Usage:** Client's stated / discretion / other: \_\_\_\_\_

7. **Area of Publication/Usage:** National (Portugal/Australia)  Europe  World .

8. **Translator Expenses:**

9. **Credit Line:**

10. **Permanent Special Conditions: All Copyright belongs to the translator until translation is fully paid.**

11. **No liability is assumed for any errors or events beyond my control or for any consequential damages  
of any kind. Any and all liability shall be confined to correcting any errors in translated texts, and  
shall be limited to the amount due or paid for the work in question.**

**SIGNED** by the Translator:

**SIGNED** by the Client

*[Handwritten signature]*

Witnessed by

*[Handwritten signature]*

Witness:

Date: 12/01/2016

Date:

# **TERMS AND CONDITIONS**

1. Client and Translator agree that in relation to material, which this Agreement relates that in consideration of the payment of the fee referred to in Clause 3 of the Schedule the material shall be licensed to Client for the use as defined in Clause 5 of the Schedule for a period of three (3) months after the delivery date referred to in Clause 2.
2. Client agrees that the rights hereby licensed are the rights to reproduce the material on one occasion only, and **only after** translation has been paid for.
3. All Copyright and other rights in the material, including rights to publish in areas other than the specified in Clause 5, reprinting rights, to subsequent publication, and all other rights whatsoever shall remain the property of Translator. The license granted the material for one single Edition of translated work, shall expire three (3) months after the delivery date referred to in Clause 2 of the Schedule.
4. Client agrees that the payments shall be made as specified in Clause 3 of the Schedule. Client agrees to pay a further fee of 100% of the fee referred to in Clause 3 of the Schedule if at the date of payment all agreed fees are not paid.
5. Client acknowledges and agrees that Client shall only use/reproduce the material for the purposes agreed to herein.
6. Client agrees to pay the fee referred to in Clause 3 of the Schedule without any further demands or requests to the Translator. Revisions to the work translated are to be paid for by the Client and are not included in the original price agreed by the Translator.
7. Where in advance of the delivery date, Client wants/wishes for any reason not to proceed with the work being done on the material, Client shall pay to Translator 50% (one half) of the fee referred to in Clause 3 of the Schedule. Further, Client shall pay to Client all expenses incurred to date of notification.
8. Client shall be responsible for paying any damages and/or court costs which may be imposed as a result of any court action in relation to defamation or any other tortious action undertaken by third party concerning the material including any damages and/or court action which might be imposed on Translator.
9. Translator warrant that Translator has the full right and power to enter into this agreement and shall keep Client fully indemnified in relation to any claim for breach of Copyright by any third party.
10. Client acknowledges and accepts that Client shall be responsible for any loss or damage whatsoever to the material supplied to Client hereunder from the date of delivery of the material to Client.
11. For the purposes of this agreement 'material' shall mean the written or printed article, computer diskettes or any other form of the article howsoever made, or any other means of recording words which is the result of the work performed pursuant to this agreement.
12. Legal jurisdiction is the State of New South Wales, Australia ie the country of official residence of the Translator. Arbitration can be considered, only for cases not covered by this agreement.

**SIGNED** by the Translator:

**SIGNED** by the Client

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Witnessed by:



Witness:

Date: 12/01/2016

Date: / /