

SUBCONTRACT AGREEMENT for Translation Assignments

This form has been approved by the Finnish Association of Translators and Interpreters (hereafter the SKTL) and the Association of Finnish Translation Companies (hereafter the SKTOL)

CONTRACTING PARTIES

Translation company

Contact person (Co-ordinator)

Tel./Fax

E-mail

Address

Subcontractor (= translator/interpreter/translation company)

Contact person

Tel./Fax

E-mail

Address

ASSIGNMENT

Title:

Task: translation / language revision / proof-reading /

Length of text:

Source language:

Target language / language variant:

Target audience / country:

Purpose and usage:

Style required of the target text: draft / finished /

Translation lay-out: draft / finished / ready for publication /

Checking to be carried out by: the Subcontractor / the Company / a specialist / a language reviser /

Official translation: yes no

Apostille: yes no

Other work (e.g. compilation of terminology):

Confidentiality / storage of material / to be returned / to be destroyed:

Specialist's (name) costs paid by the Company/ the Subcontractor/

TERMS OF DELIVERY

Source text to be supplied to the translator by (date):

Translation to be delivered by (date):

Means of delivery:

Source text: paper / file / mail / fax / e-mail / other

Translation: paper / file / mail / fax / e-mail / other

Rate per: character / line/ page à ...characters / hour / total sum

Price/unit: FIM/euro/

Checking of proofs / proof-reading included / not included/

Effect of delay / error / deficiencies on the rate:

Terms of payment:

Penalty interest:

The attached joint recommendations of the SKTL and the SKTOL are part of this agreement. *The SKTL General Terms of Contract for Translations* and the SKTOL's *General Terms and Conditions*, as well as the quality assurance principles approved by both Associations, also apply to this agreement. Should the documents contain mutually contradictory clauses, the present agreement overrules the general terms and conditions.

Date and place

Signature of the Translation Company

Date and place

Signature of the Subcontractor

This form was approved at the SKTL Board meeting held on 25 November 2000 and at the SKTOL Board meeting held on 23 November 2000.

CO-OPERATION BETWEEN TRANSLATION COMPANY AND SUBCONTRACTOR

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The Finnish Association of Translators and Interpreters (SKTL) and the Association of Finnish Translation Companies (SKTOL)

November 2000

RECOMMENDATIONS

These recommendations apply to both translation and interpreting; the attached agreement model is applicable for translation assignments. These recommendations were approved by the Board of the SKTOL on 23 November 2000 and by the Board of the SKTL on 25 November 2000.

The joint goal of the translation company (hereafter the Company) and the translator, interpreter or translation company acting as a subcontractor (hereafter the Subcontractor) is to produce the service or product commissioned by the client in the best possible manner. Attainment of this goal requires open and flexible co-operation based on mutual trust and understanding.

Co-operation between a translation company and a subcontractor is part of a service production chain, for which all relevant standards (e.g. DIN 2345/30.3.1998), the general terms and conditions issued by the Associations, good translation practice as determined by the SKTL, professional ethics and good business practice should be observed.

The attached agreement form applies the *General Terms of Contract for Translations* issued by the SKTL and the *General Terms and Conditions* issued by the SKTOL, as well as the quality assurance principles approved by both Associations.

Agreement form

When the Company forwards an assignment from its own client to a Subcontractor, from the legal point of view, the Company is the legal person commissioning or ordering the work and the Subcontractor is the service-provider. The party bearing legal responsibility towards the client is the Company. An oral agreement is binding, but it is strongly advised that the Company and the Subcontractor document each assignment. In addition to calls for tenders, tenders, orders and confirmations, both parties are welcome to use the attached agreement form approved by the SKTL and the SKTOL.

The agreement between the Translation Company and the Subcontractor corresponds generally to an agreement between a client and a translator, interpreter or translation company. There are, however, issues concerning the Company–Subcontractor relationship which require special attention:

1. Contracting parties

- The Company shall provide the Subcontractor with all the material relevant to the assignment that has been received from the client. The Company is responsible for the basic information, instructions and guidelines given to the Subcontractor.
- The Subcontractor shall carry out the assignment with the required professional competence as per agreement, and shall observe the instructions given by the Company. The Subcontractor is

not responsible for corrections and amendments made to the translation without the Subcontractor's permission after it has been delivered to the Company. The Subcontractor is, however, obliged, at his or her own expense, to correct any errors he or she has caused which are detected after delivery. The Subcontractor shall be loyal to the Company.

- The Company's contact person or co-ordinator has a central position, especially if the assignment in question involves several languages or a large assignment is divided between several subcontractors. The Subcontractor shall discuss matters relevant to the assignment with the contact person at the Company, and in problem situations shall agree with the contact person on the necessary measures. The Subcontractor may contact the client directly or may consult a specialist (designated by the client) only if the Company has given its express permission. The costs resulting from consulting a specialist shall be agreed upon separately.
- The Company may not disclose the Subcontractor's name to the client without permission.

2. Job specification

- The Company shall specify the assignment clearly and shall inform the Subcontractor about the length and the nature of the assignment (translation, interpreting, language revision, voice-over, proof-reading etc.) as accurately as possible. The Company shall inform the Subcontractor about the purpose, intended usage and the target audience(s) of the translation, and the subsequent requirements concerning terminology, stylistic requirements and layout. In addition, any other work (e.g. checking of proofs), and whether such work is included in the fees charged, shall be agreed upon separately.
- In assignments divided between several subcontractors, the Company is responsible for project co-ordination and for the terminological consistency of the entire text.
- The Subcontractor is responsible for the terminological and linguistic correctness of the translation (interpreting) and for its content equivalence to the source text.
- Upon receiving the assignment, the Subcontractor shall evaluate whether he or she has the competence required for carrying out the work and whether he or she can meet the deadline.

3. Purpose, intended usage and target audience

- The Subcontractor is responsible for the suitability of the translation or interpretation for the intended use and for the target audiences as specified by the Company.

4. Background material

- The Company is responsible for obtaining the customer-specific knowledge, terminology and background material required for the assignment. The Subcontractor is responsible for obtaining the general knowledge and terminology pertaining to the subject matter from professional literature and other sources.
- The Subcontractor shall ensure that the source text is translated in its entirety unless otherwise specified, and he or she shall notify the Company of any errors or deficiencies in the source text or in the background material supplied by the Company. If changes or corrections are made to the source text during the translation process, the deadline and the fee shall be re-negotiated.
- After the completion of the assignment, the Subcontractor shall return all source and background material to the Company or shall ensure that these are appropriately stored or destroyed, as specified in the agreement.

5. Copyright

- The translator holds the copyright to the translation as referred to in the Copyright Act (404/1961). The translator may transfer the copyright to the Company, to the extent specified in the agreement.

6. Usufruct

- Neither party may use the translation for a purpose other than that specified in the agreement.
- The rights to any terminology list or term bank created during the assignment shall be agreed upon separately.

7. Fees charged

- The Company and the Subcontractor shall agree upon the rate, the unit of charge and the terms of payment in advance, preferably before the Company submits a tender to the Client. The Subcontractor is not required to submit a binding tender without seeing the text.
- Certification by an authorised translator and the relevant checking process shall be agreed upon separately.
- Any additional work, such as the compilation of terminology, shall be agreed upon separately.

8. Delivery

- The Company agrees to provide the material, and the Subcontractor to deliver the translation, within the specified deadline. Both parties shall notify the other party immediately of the reception of material and the completed translation and of any possible delays or *force majeure*.
- Before work on the assignment is begun, both parties shall agree as to how delays in the delivery, or errors and deficiencies in the text, will affect the fees charged.

9. Confidentiality and data security

- The status of confidentiality shall be specified in the agreement.
- The Subcontractor is bound by professional secrecy, as required by translators' or interpreters' professional ethics, and may not use any information obtained in conjunction with the translation work for his or her own benefit or for the benefit of a third party.
- The Subcontractor may not disclose any material obtained during the translation to a third party.
- The Subcontractor is obliged to ensure the data security of any confidential material in the manner specified by the Company (storage, return, disclosure or destruction of the material).

10. Quality assurance

- The Company and the Subcontractor shall apply the general quality assurance principles endorsed by the SKTL and the SKTOL.
- If the Company follows a specific quality assurance procedure, the Subcontractor shall be advised thereof and the Subcontractor shall abide by this procedure where applicable.

11. Checking procedure

- The Subcontractor is responsible for checking the translation before its delivery to the Company. Whether the translation shall be checked by an outside specialist and/or native-speaking language reviser is subject to separate agreement.

- The Company shall verify that the translation delivered by the Subcontractor fulfils the criteria stated in the agreement, and shall immediately notify the Subcontractor of any errors or deficiencies.

12. Use of new tools

- If the assignment requires the use of, for example, a certain computer program, the purchase, installation, user training and future use of the tool in question shall be agreed upon separately.

13. Transfer of the assignment

- The Subcontractor may not transfer the assignment to another subcontractor without the Company's permission.