

Model Contract - TERMINOLOGY

Note to members

OTTIAQ recommends the use of clauses such as those included here. Note that these clauses are only examples.

PARTIES:

Full name of the services provider along with all necessary or helpful contact information, including the company's corporate structure:

Gontran Lafontaine, C. Term.

1057, rue du . . .

Montréal, Québec

R2D 2R2

Des Prés, Du Clos, Des Champs, LLP

Terminology services

Terminology services Inc.

(hereinafter "The Supplier")

AND

Name and address of the client (always ensure that if the client is not a physical person, the person who signs on behalf of the company is authorized to do so, by adding the following text: "represented by _____, who hereby declares he/she is authorized to sign on the company's behalf").

(hereinafter "The Client")

1. PURPOSE OF THE CONTRACT

The Client hereby retains the services of the Supplier to complete the following work:

Translation of terminology []

from _____ to _____ (specify the language, the language combination(s), if applicable)

of the following document(s): title, number of pages and word count, format of the original documents (e.g., MS Word), format requested for the completed work.

Editing, homogenization or standardization []

(Provide details of work to be completed.)

Terminology research []

(Provide details of work to be completed.)

Terminology management []

(Provide details of work to be completed.)

Francization []

(Provide details of work to be completed.)

Project Coordination []

(Provide details of work to be completed.)

Other Services

This assignment also includes the following tasks: (list all requirements e.g., layout, desktop publishing, proofreading, rereading).

Assignment Limitations

The Client, however, limits the scope of this assignment by explicitly exempting the Supplier from the following tasks: (specify, e.g., layout, desktop publishing, proofreading).

2. DEADLINES

The Supplier undertakes to deliver the completed work to the Client, in the format requested, using the agreed-upon delivery method and security measures, no later than [time] (specify the time zone if necessary) on [date], or according to the following delivery schedule:

(Insert the appropriate information)

3. BILLING METHOD AND PAYMENT TERMS

Billing Method

The Client and the Supplier agree to the following billing method:

By the hour

Insert the appropriate information

Lump sum

Insert the appropriate information

Other

Insert the appropriate information

Any changes made to the assignment after the work has begun will be charged as additional work.

Payment Terms

Payment is due within 45 days of receipt of the invoice. Invoices unpaid beyond this date will bear interest at an annual rate of ... percent.

4. CLIENT ROLES AND RESPONSIBILITIES

Provide the Supplier with the necessary document(s) for the assignment

The Client undertakes to provide the Supplier with the necessary document(s) for the assignment (specify the service required) in the format specified and using the agreed-upon security measures no later than [time] (specify the time zone if necessary) on [date].

Documentation and resource person

The Client undertakes to provide the Supplier, in a timely manner, with all documents and other information necessary to complete the work. This includes ensuring that a resource person is available if needed and responds to queries in a timely manner.

For any explanations, clarifications, or matters of interpretation related to the assignment, the Supplier will consult (name of the resource person) at (phone number), who will provide support as needed.

5. QUALIFICATIONS OF THE TERMINOLOGIST

The Supplier declares that the work will be completed by a certified terminologist or graduates of a translation program who possess the necessary skills and experience for the assignment.

(If this is not the case, replace this clause with one or both of the following provisions below:)

Declaration – Terminology

The Client agrees that the assignment will not be completed by a certified terminologist or a graduate of a translation program.

6. CONFIDENTIALITY

The Supplier undertakes to respect the confidential nature of any information obtained while completing this assignment, but cannot guarantee the confidentiality of documents sent or received over the Internet.

This document requires special security measures:

No []

Yes []

Specify: Sending documents from one place to another (means of communication,

encryption technique), execution (restriction as to executors, etc.) storage and/or destruction (precise instructions for the authorized person).

7. QUALITY ASSURANCE

The Supplier declares that he/she possesses the skills, aptitudes, and resources necessary to complete the work entrusted to him/her by the Client and assure its quality according to best industry practices, applicable laws, and relevant professional standards.

The Supplier additionally undertakes to take the necessary measures to assure the quality of his/her work according to best industry practices and relevant professional standards.

8. TERMS AND CONDITIONS OF CANCELLATION

It is understood that the Client can cancel this contract at any time, on the express condition of paying the Supplier's fees for any work he/she has performed up to the time of cancellation.

The Supplier can also cancel this contract if he/she is unable to complete the assignment for valid reasons, and must give XX days notice. Where appropriate, the Supplier will submit the portion of the assignment completed prior to cancellation to the Client in exchange for the payment of fees for said work.

9. IRREGULARITIES IN THE SUPPLIER'S DOCUMENTED PROCESSES

(Indicate any irregularities in the documented processes liable to impact the execution of the assignment.)

10. RESPONSIBILITY AND LIABILITY

The Supplier assumes full responsibility for completing the work specified, either personally or through a subcontractor. The Supplier assumes full professional liability and holds insurance to that effect.

The Supplier cannot, however, be held responsible or liable for any changes made to the document by a third party after delivery.

11. TERMINOLOGY, DOCUMENTS, AND RELEVANT INFORMATION

The Supplier will use the following terminology tools and reference documents:

(Insert the list of terminology sources, reference documents, and information agreed upon with the Client.)

12. COPYRIGHT

"There is a possibility the work could also give rise to copyright fees, particularly in the case of a publication. The benefit of this form of compensation is of a tax nature. The possibility arises from a series of legislative provisions the effects of which sometimes apply, in fact, to terminologists. To determine eligibility for this regime, the terminologist will consult a tax specialist." *Règles de pratique professionnelle en terminologie*, p. XX

13. SETTLING DISPUTES

In cases of a dispute between the Supplier and Client over the amount of an invoice, be it unpaid, paid in part, or paid in full, the Client can request mediation from OTTIAQ's Syndic in accordance with the *Regulation respecting the conciliation and arbitration procedure for the accounts of members of the Ordre professionnel des traducteurs, terminologues et interprètes agréés du Québec*.

14. HANDLING THE CLIENT'S DOCUMENTS

All information and documents received from the Client will be handled in conformity with the Supplier's quality management system and the following agreed-upon terms and conditions:

(Insert the terms and conditions for handling documents agreed upon with the client.)

15. REQUIREMENTS SPECIFIC TO THIS ASSIGNMENT

(Insert any of the Client or Supplier's requirements specific to this assignment.)

16. CONTRACT INTERPRETATION

This contract is governed by the laws of Québec, and the parties hereby acknowledge the exclusive jurisdiction of the Québec courts for any legal proceedings stemming from the performance of the obligations herein. For the enforcement of this contract or for any dispute, the parties agree on the judicial district of

_____.

(Supplier's city of residence)

17. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the Supplier and the Client. It replaces any other agreement as well as any previous understanding or contract entered into by the Supplier and the Client for the assignment covered by this agreement.

Any subsequent amendments to the contract must be made in writing and signed by both parties, barring which they will be null and void.

18. SEVERABILITY

Any of the clauses or provisions herein deemed invalid or unenforceable, for any reason whatsoever, will not affect the validity or enforceability of the other clauses, which will remain in full effect.

19. SIGNATURES

Signed in _____, on _____ 20__

(Name of Supplier's representative)

(Name of Client's representative)

For the Supplier

For the Client

The parties acknowledge that they specifically requested that this Agreement be drawn up in the English language only.