

Model Contract

(This model contract includes both the requirements under the standard and optional elements not required by the standard.)

Note to members

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

Sections 1 to 10 are required to comply with the National Standard for Translation Services (CAN/CGSB-131.10-2008).

PARTIES:

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

Gontran Lafontaine, C. Tr.
1057 rue du . . .
Montréal, Québec
R2D 2R2

Des Prés, Du Clos, Des Champs, LLP
Legal Translation
...
...

Legal Translation 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")

[Mandatory clauses to conform to the National Standard]

1. PURPOSE OF THE CONTRACT

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

Translation []

from _____ to _____ (specify the language combination)

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 translation

for the following purpose(s): (specify: internal use, public distribution/publication, posting on a website; also specify the target audience or end user, etc.).

Revision []

of the translation from _____ to _____ (specify the language combination)

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

for the following purpose(s): (specify: internal use, public distribution/publication, posting on a website; also specify the target audience or end user, etc.).

Interpreting []

from _____ to _____ (specify the language combination)

as part of (provide event details).

Terminology []

(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 word

Insert the appropriate information

By the hour

Insert the appropriate information

Lump sum

Insert the appropriate information

Other

Insert the appropriate information

Any changes made to the text to be translated or revised after the work has begun will be charged as additional copy at the rate indicated above.

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 document(s) to be translated or revised

The Client undertakes to provide the Supplier with the document(s) to be translated/revised (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 text, the Supplier will consult (name of the resource person) at (phone number), who will provide support as needed.

5. QUALIFICATIONS OF THE TRANSLATOR OR REVISER

The Supplier declares that the work will be completed by a certified translator 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 – Translation

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

Declaration -- Revision

The Client agrees that the revision will not be completed by a certified translator or a graduate of a translation program with at least three years' full-time experience in the field in question.

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 translation and revision processes liable to impact the execution of the assignment.)

10. RESPONSIBILITY AND LIABILITY

The Supplier assumes full responsibility for completing the translation, revision, or any other 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.

[Clauses 11–16 are not required to comply with the National Standard. Use those appropriate and modify the numbering accordingly.]

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

“Here the translator specifies how he/she wishes to handle copyright. It may be assigned to the client upon payment of the invoice, or subject to a separate client–translator agreement. Note that, by law, the translator holds copyright over his/her translation, regardless of the type of text. In more complex cases, such as literary translation and advertising slogans, the translator is urged to consult an expert in copyright law.”

Règles de pratique professionnelle en traduction, p. 18

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 TRANSLATION

(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)
For the Supplier

(Name of Client's representative)
For the Client

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