

AGREEMENT ON LANGUAGE SERVICES

This Agreement is made this **day** of **Month 20xx** between

- (1) Guido Lenz (Amanuensis Translation Services), Hülshagen 68, 31714 Lauenhagen, Germany,
phone: +49 5721 99 53 447, fax: +49 5721 99 53 448, e-mail: guido@amanuensis.de,
VAT ID DE 191108500

(hereinafter referred to as "Service Provider")

and

- (2) **Company**, address,
VAT ID AAxxxxxxx,
person of contact: first and last name, phone/fax/e-mail

(hereinafter referred to as "Client")

(hereinafter both parties also referred to as "Party" or "Parties")

Term and scope of the agreement

This Agreement shall enter into force on the **DAY** of **Month 20xx** and runs for an indefinite period. The subject matter is the translation of texts from English into German and vice versa, the revision of texts (proofreading, copy-editing and the like) as well as the writing of texts for various purposes.

Details of file formats, scope and nature of individual tasks as well as additional instructions will be specified in the individual order. Orders are placed by e-mail with the following information:

- files to be translated/revise or bases for writing new texts (as attachment or download link)
- required delivery format (if different from the format of the source file)
- scope of work
- deadline
- special instructions, glossaries (in Excel or other editable format), style guides, etc.

Acceptance and delivery

The Service Provider will acknowledge receipt of the files as soon as possible, usually within one business day. If a discrepancy in scope or other problems are found, he will inform the Client immediately.

The translated/edited files will be returned to the client via e-mail or download link.

Rates and payment

Rates are detailed in Annex I. This annex can be changed by mutual agreement if necessary.

Payments are to be made within 14 days from the date of delivery or invoice to the following account:

IBAN: DE84 7905 0000 0220 2283 99, BIC: BYLA DE M1SWU,
Sparkasse Mainfranken Würzburg, account holder: Amanuensis Translations Guido Lenz

Note for Clients within the EU (outside Germany):
Steuerschuldner ist der Leistungsempfänger / Reverse Charge / TVA due par client

Note on non-taxable services for Clients outside the EU:
Not taxable according to § 3a para. 3 sentence 4 German UStG.

All bank charges for payments shall be borne by the Client (OUR). For larger projects, advance and/or installment payments can be agreed upon in advance.

Quality

All work performed by the Service Provider on behalf of the Client shall be performed in good faith with reasonable care and skill in accordance with industry standards.

The service includes:

- translation, revision or text production
- quality check, consisting of consistency check and spell check in the Service Provider's translation tool
- incorporation of a quality control round provided by the client

The following services are not included in the agreed rate, but can be agreed on a project-by-project basis:

- DTP
- translation of images
- text extraction (from PDF files, image files, etc.)
- proofreading, editing, etc.
- four-eye corrections

The Client shall provide the Service Provider with feedback on all changes made, especially with regard to terminology. If the Client finds the provided service inadequate in any way, the Client shall immediately inform the Service Provider about this and specify the problems in detail so that the Service Provider can correct them.

Subcontracting

The Service Provider shall not subcontract the services without the prior written consent of the Client.

Confidentiality

The Service Provider shall treat all information of the Client as a professional secret.

The Service Provider shall not make any reference to the Client's name or its products when conducting research work.

The Service Provider may refer to the Client's name or products in its marketing materials in general terms (i.e., without specifically naming the particular assignment).

Copyright

The Service Provider grants the Client a non-exclusive, royalty-free, transferable, sub-licensable, worldwide right to use the text resulting from the service in any manner the Client deems appropriate, provided that full payment for the service has been received by the Service Provider.

Final Provisions

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements for the above purpose. Verbal collateral agreements do not exist. Amendments and supplements to this Agreement as well as notices of termination must be in writing, whereby the electronic written form is not sufficient. This shall also apply to any amendment or cancellation of this clause.

Should one or more provisions of this Agreement be or become legally invalid, this shall not affect the validity of the remaining provisions. The Parties undertake to replace the invalid provision by a provision which comes as close as possible to the economic purpose intended by it.

Place, Date

Hülshagen, _____

Date

Client

Service Provider