

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Provider>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (“the Provider”)
- (2) <<Name of Customer>> of <<Country of Registration>> (“the Customer”)

IT IS AGREED as follows:

1. The Translation Services described in Schedule 2 to this Agreement
2. **Translation Charges** (payable by the Customer)

charge	£
surcharge	£
post etc	£
VAT	£
total	£
3. **Delivery Date:** <<insert>>
4. The Provider agrees to supply the Translation Services to Customer on and subject to the terms set out in Schedule 2 to this Agreement.
5. The Schedules to this Agreement shall be read as if set out in the main body of this Agreement.

IN WITNESS WHEREOF this Agreement has been made and executed the day and year first before written

SIGNED by

<<Name and Title of person signing for and on behalf of <<Provider's Name>>>

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for and on behalf of <<Customer's Name>>>

In the presence of <<Name & Address of Witness>>

S

TERMS OF AGREEMENT

- 1. The Provider shall translate [redacted] as specified in Schedule 2.
- 2. The Customer shall supply [redacted] translation by e-mail in Microsoft Word or RTF format or <<[redacted]>> and the Provider shall return it/them to the Customer on or before [redacted] by e-mail in the same format.
- 3. If the document(s) for translation [redacted] that specified in paragraph 2 or are on paper the translation price [redacted] a surcharge <<e.g.15%>> on the quoted translation rate and [redacted] postage, courier or other delivery charges.
- 4. If the translation is required [redacted] it will be possible to revise the text and check the translation and to [redacted] no grounds for complaint about the quality of the translation.
- 5. Translation is not an exact [redacted] translators will translate any text in the same way as each other. [redacted] made by a person who is a native speaker in the destination [redacted]
- 6. [All charges are exclusive of [redacted] and in addition to such charges.]
- 7. If the Customer fails to pay [redacted] or any of them on the due date of payment, the Customer shall [redacted] at the rate of [redacted] % a year plus the base rate from time to [redacted] bank plc calculated on a day-to-day basis.
- 8. The copyright in all translations [redacted] the Provider until the price for it has been paid by the Customer [redacted]
- 9. All information acquired by [redacted] the Customer's business shall be treated by the Provider as [redacted] (as well as during this agreement) and the Provider shall not make [redacted] of it and shall obtain from its translators [employees and [redacted] undertakings to observe the same obligation of confidentiality [redacted]
- 10. No person other than the [redacted] Customer shall acquire any enforceable rights under or in connection [redacted]
- 11. This Agreement shall be [redacted] law and the parties consent to the exclusive jurisdiction of the [redacted] courts regarding it.

A

M

P

L

E

Description of Document(s)

Title <<insert
Reference <<insert
Nature <<insert
Format <<insert
Source language <<insert
Destination language <<insert
Pages <<insert
Words <<insert
Rate per k/words £
Price £

S

A

M

P

L

E

S

[In this Schedule 3, “Data Protection” means all applicable legislation in force from time to time in the United Kingdom, but not limited to, the UK GDPR (the Regulation ((EU) 2016/679), as it applies in Northern Ireland by virtue of section 3 of the Data Protection Act 2018 (and regulations made under that Act) and the Communications Regulations 2003]

all applicable legislation in force from time to time in the United Kingdom, but not limited to, the UK GDPR (the Regulation ((EU) 2016/679), as it applies in Northern Ireland by virtue of section 3 of the Data Protection Act 2018 (and regulations made under that Act) and the Communications Regulations 2003

1. [Data Protection]

The Provider will only use personal information as set out in the Provider’s <<insert document location(s)>> available from <<insert location(s)>>.

personal information as set out in the Provider’s <<insert document location(s)>> available from <<insert location(s)>>.

2. [Data Processing]

2.1 In this Clause 2 and Schedule 3, “personal data”, “data subject”, “data controller”, “data processor”, “data breach” shall have the meaning defined in the applicable legislation.

personal data”, “data subject”, “data controller”, “data processor”, “data breach” shall have the meaning defined in the applicable legislation.

2.2 [All personal data transferred to the Provider on behalf of the Customer shall be processed in accordance with the terms of a Data Processing Agreement which the Parties shall enter before any personal data is processed.]

shall be processed in accordance with the terms of a Data Processing Agreement which the Parties shall enter before any personal data is processed.]

OR

2.2 [Both Parties shall ensure that the data protection requirements set out in the Data Processing Agreement shall not remove or replace any of those obligations.]

Both Parties shall ensure that the data protection requirements set out in the Data Processing Agreement shall not remove or replace any of those obligations.]

2.3 For the purposes of this Agreement, the Provider is the “Data Controller” and the Customer is the “Data Processor”.

For the purposes of this Agreement, the Provider is the “Data Controller” and the Customer is the “Data Processor”.

2.4 The type(s) of personal data to be processed, and the purpose(s) of the processing, shall be set out in the Annex to this Schedule 3.

The type(s) of personal data to be processed, and the purpose(s) of the processing, shall be set out in the Annex to this Schedule 3.

2.5 The Data Controller shall obtain and give the Data Processor all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes set out in the Annex to this Schedule 3.

The Data Controller shall obtain and give the Data Processor all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes set out in the Annex to this Schedule 3.

2.6 The Data Processor shall ensure that it processes personal data processed by it in accordance with the instructions under this Agreement:

shall ensure that it processes personal data processed by it in accordance with the instructions under this Agreement:

2.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process such personal data by law; the Data Controller shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;

Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process such personal data by law; the Data Controller shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;

2.6.2 Ensure that appropriate technical and organisational measures (including pseudonymisation and encryption of personal data) are in place to protect the personal data from unauthorised access, disclosure, alteration, loss, or destruction;

Ensure that appropriate technical and organisational measures (including pseudonymisation and encryption of personal data) are in place to protect the personal data from unauthorised access, disclosure, alteration, loss, or destruction;

A

M

P

L

E

S

damage or potential harm to the current state of those measures. Data Controller Schedule 3;

ures shall be proportionate to the events, taking into account the and the cost of implementing taken shall be agreed between the or and set out in the Annex to this

2.6.3 Ensure that for processing that persona

cess to the personal data (whether) are contractually obliged to keep

2.6.4 Not transfer written cons conditions a

side of the UK without the prior rroller and only if the following

2.6.4.1 Th pr da

or the Data Processor has/have rds for the transfer of personal

2.6.4.2 Af le

e enforceable rights and effective

2.6.4.3 Th Da pr

lies with its obligations under the n, providing an adequate level of rsonal data so transferred; and

2.6.4.4 Th gi pr

ies with all reasonable instructions a Data Controller with respect to the data.

2.6.5 Assist the D to any and compliance security, bre with supervi the Informat

a Controller's cost, in responding a subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e);

2.6.6 Notify the D breach;

undue delay of a personal data

2.6.7 On the Da dispose of) o the Data C required to r

instruction, delete (or otherwise a and any and all copies thereof to of this Agreement unless it is data by law; and

2.6.8 Maintain cor technical an demonstrate the Data Co

rds of all processing activities and ures implemented necessary to ause 2 and to allow for audits by designated by the Data Controller.

2.7 [The Data Process to the processing of

any of its obligations with respect s Clause 2.]

OR

2.7 [The Data Process contractor with resp without the prior wr unreasonably with contractor, the Data

t any of its obligations to a sub- personal data under this Clause 2 Controller (such consent not to be e Data Processor appoints a sub-

2.7.1 Enter into a

n the sub-contractor, which shall

A

M

P

L

E

S

impose upon the Data Processor the Data Processor obligations;

same obligations as are imposed under Clause 2 and which shall permit both the Data Controller to enforce those

2.7.2 Ensure that the agreement

complies fully with its obligations under applicable Data Protection Legislation.]

2.8 Either Party may, at any time, on giving notice, alter the data processing with any applicable data protection applicable certification schedule to this Schedule.

<<insert period, e.g. 30 calendar days>> of this Agreement, replacing them with similar terms that form part of an agreement to apply when replaced by attachment

Pursuant to Clauses 2.4 and 2.5 of the Schedule, the scope, nature and purpose of the data processing is:

The Schedule sets out the type(s) of personal data and the duration of the processing:

<<Insert full details>>]

[Pursuant to Clause 2.6.2 of the Schedule, the technical and organisational measures agreed:

are the technical and organisational

<<Insert full details>>]]

A

M

P

L

E