

INTERBRIAN s.n.c. di Malberti M.G. e Pajoro S., via Dante 24/b 20035 - Lissone - Milano
tel. 039.4821771 - 039.2456453 - fax 039.461352 - info@interbrian.it - www.interbrian.it
P.I. 00799250964 - C.F. 05031210155 - C.I.A.A. 1091383 - Trib. Monza 21846

GENERAL TERMS of SUPPLY for LINGUISTIC SERVICES



GENERAL TERMS OF SUPPLY FOR LINGUISTIC SERVICES (Applied by the members of FEDERLINGUE)

This document sets forth the general terms under which MR/MS NAME SURNAME RESIDENT IN BORN IN TAX CODE/VAT REG. NO.....(hereinafter Supplier) shall supply services to COMPANY NAME - REGISTERED OFFICE - REPRESENTED BY VAT REG. NO....., (hereinafter Principal).

Signing this document is an essential prerequisite to establishing a work relationship and carrying out any assignments that the Principal entrusts to the Supplier.

1. GENERAL INFORMATION

- 1.1 The services specified in individual job assignment letters shall be rendered under conditions of full organizational and operational autonomy; the Supplier shall not be bound by any constraints whatsoever regarding working hours or the methods he/she decides to use.
- 1.2 Any possible form of subordinate relationship with the Principal is expressly precluded.
- 1.3 The technical means required to fulfil the assignments and all and any inherent and/or related costs shall be borne by the Supplier; if working at the Principal's offices, the Supplier may use the Principal's resources.
- 1.4 The Supplier shall fulfil the assignments referred to by this contract personally and under his/her own and exclusive responsibility. Any and all forms of sub-contracting are precluded.
- 1.5 The Principal may not interfere with the way that services are performed, save within the limits provided for by article 2224 of the Italian Civil Code.

2. DEFINITIONS

For the purposes of this contract, the following definitions apply:

- 2.1 "TRANSLATION" is the written conversion of a source language into one or more target languages;
- 2.2 "INTERPRETING" is the oral conversion of a source language into one or more target languages;

- 2.3 “RELATED SERVICES” are, by way of example, the compilation and management of glossaries; the creation and updating of translation memories; proofreading; editing of translated texts; transcription of texts; authenticated translations and sworn translations; page layout of translated texts, and all other activities related to translation or interpreting services.
- 2.4 “ TRANSLATOR” is the person who renders the translation service;
- 2.5 “INTERPRETER” is the person who renders the interpreting service.
- 2.6 “JOB ASSIGNMENT LETTER” is the document with which the Principal entrusts an individual job to the Supplier and communicates the specific job conditions. A job assignment letter can take the following forms:
- email message
 - job proposal posted in a reserved area of the Principal’s portal/website
 - job assignment letter sent by fax.
- 2.7 “GLOSSARY” is a list of specific and/or recurrent terms with their corresponding translation.
- 2.8 “REFERENCE MATERIAL” is any documentation, in any format, provided by the Principal as a reference to use for the assignment.
- 2.9 “TRANSLATION MEMORIES” are files created using special software (CAT tools) which enable portions of past translations to be retrieved and re-used.
- 3. FORMALIZATION OF ASSIGNMENT FOR TRANSLATION AND/OR INTERPRETING AND RELATED SERVICES**
The Job Assignment Letter shall include:
- 3.1 For translation services: full information about the type of translation requested (intended use of text, name to be given to the file, language, page layout and any other instructions); the deadline for delivery of the translation; the per-unit compensation (per standard page, line, stroke, word or hour) or any other flat sum envisaged for the specific assignment; any other information, including payment terms and conditions.
- 3.2 For interpreting services: the type of interpreting service (e.g. simultaneous, consecutive, liaison, etc.); the date, time and place; the agreed compensation; any other useful information.

3.3 Contracts for translation and/or interpreting services, as described in detail in the aforementioned Letter of Assignment, shall be considered implemented in the following cases:

- receipt of acceptance via fax by the Supplier
- receipt of acceptance via email by the Supplier
- receipt of automatic confirmation email
- acceptance of the assignment as described in reserved area of the Principal's website/portal.

4. **MINIMUM REQUIREMENTS FOR TRANSLATION, INTERPRETING AND RELATED SERVICES**

The services rendered by the Supplier must meet the following minimum standards of quality:

4.1 For TRANSLATION services, the translator/supplier shall carry out the assignment with utmost diligence and professionalism and shall provide the Principal with a file containing the complete and definitive translation of the original/source text. Definitive translation means that it shall be:

- free of computer viruses; specifically, the translation must be checked for viruses using one of the major software programs available on the market;
- with correct page layout: the page layout must comply with the Principal's requests as agreed;
- the version of the program in which the translation is saved must comply with the Principal's requests;
- complete: no part of the text must be omitted;
- correct in terms of all data, numbers and names contained in the original/source text;
- syntactically and grammatically correct and spell-checked;
- with appropriate terminology. Specifically, if no instructions are given in the job assignment letter, the translator shall use terminology found in specialist dictionaries and commonly used in the specific sector; if the Principal instead provides a "glossary" or "reference material", the translator shall use the terminology found therein; the translator shall also indicate any terms not found in the glossary or in the reference material, proposing a corresponding translation;
- uniform in style and terminology. For example, recurrent terms in the text must always be translated in the same way;
- correct in how it interprets the concepts expressed in the original text;
- stylistically appropriate for its intended use, as specified in the job assignment letter.

4.2 Interpreting services must meet the following minimum standards of quality:

The interpreter shall:

- collect background information on the subject of the service;
- correctly interpret the concepts expressed, using specialist language suited to the situation;
- introduce himself/herself in the Principal's name at the job location at least 15 minutes before service is to begin (unless otherwise agreed);
- upon completing service, report to the Principal (by telephone if appropriate) on how the service was performed and on its duration, providing all necessary information.

5. **NON-FULFILMENT ON THE PART OF THE SUPPLIER**

5.1 For translation services

In the event of shortcomings that compromise the quality of the translation, and if the service rendered does not meet the minimum requirements described above, the Supplier shall rapidly correct all errors and/or omissions. If this is not possible and the Principal must directly correct the translation, the latter shall be entitled to apply a fair reduction to the compensation due to the Supplier, bearing in mind the time and methods used to make the necessary corrections, without prejudice to reimbursement for additional damages.

In the event of non-fulfilment, penalties may be applied if provided for by the job assignment letter, or the translator may be obliged to relinquish his/her right to payment for the service and may also be held liable for any damages the Principal may sustain.

5.2 For interpreting services

If, due to serious impediment, the Supplier (interpreter) is unable to maintain the commitment undertaken, he/she shall inform the Principal as soon as possible, indicating a substitute possessing the same skills and know-how, if possible.

Substitution shall, however, be subject to prior approval by the Principal.

6. **COMPUTER SECURITY**

The Supplier must implement authentication credentials, i.e., a user name and corresponding password, and shall guarantee to the Principal that the computer in his/her possession is used solely by himself/herself.

The Supplier shall also take all necessary steps to ensure the secrecy of the confidential portion of these credentials, as well as safe custody of the equipment in his/her possession, which shall be used in an exclusive and professional manner.

Furthermore, he/she shall not leave the computer unattended and accessible, shall take all preventive measures to preserve data during processing and shall ensure that all security measures are taken to minimize the risk of data being lost or destroyed, even accidentally, or being accessed without authorization or processed without approval or for purposes not in compliance with the assignment.

At the end of the processing stage, the Supplier shall ensure that the data is destroyed.

7. CONTRACT TERMINATION

Should the Principal note, during the period of collaboration with the Supplier, that the services are not being rendered according to the established conditions; or that the assignment is being carried out in a negligent and/or careless way; or that the provisions in points 4, 6, 8, 9 and 11 of these general terms are not being complied with, it shall be entitled to terminate the contract, without prejudice to the right to reimbursement for damages.

8. PROFESSIONAL SECRECY AND CONFIDENTIALITY

The Supplier shall render his/her services in accordance with the obligation of confidentiality and professional secrecy, and shall not divulge or disclose to third parties any data, information or facts that he/she may acquire either directly or indirectly, even from third parties, while rendering his/her services, regarding both the activities of the assignment and, more generally, the Principal or its Clients. Specifically, any information acquired in the role of translator or interpreter, or information acquired in any other way, including information contained in documents provided by the Principal for the purposes of a specific assignment, are subject to the obligation of confidentiality and secrecy.

After the assignment has been completed, the Supplier shall not keep any copy, in any format (hardcopy, softcopy etc.) of the documentation provided and produced, except when expressly authorized by the Principal. The Supplier shall destroy the source files sent by the Principal and the files translated or consulted as reference material.

Should the Supplier fail to maintain confidentiality, he/she shall be held liable for any damages to the Principal and/or Third Parties. These may comprise non-material damages, including moral damages, and material damages, in terms of any financial losses deriving from the Supplier's behaviour.

The Supplier shall not cite the name of the Principal or its end clients as references and/or disclose them to third parties.

9. **NON-COMPETITION CLAUSE**

In accordance with article 2596 of the Italian Civil Code, during the period of the relationship and for a period of three years after expiry of this contract, the Supplier may not provide linguistic services in his/her own name to clients he/she has come into contact with either directly or indirectly while carrying out the job assigned by the Principal; moreover, he/she may not forge a direct relationship with the Principal's end client (or its representatives), except for contacts (of a technical or linguistic nature) specifically requested and authorized by the Principal's staff.

10. **COMPENSATION**

Compensation for services rendered shall be agreed on by the parties in accordance with articles 2225 and 2233 of the Italian Civil Code, and shall be indicated in the job assignment letter.

The agreed fees shall be considered inclusive of all the Supplier's costs and expenses, without prejudice to any legal obligations and/or other agreements made by the parties for specific assignments.

The Supplier shall sign a special statement certifying his/her professional status.

11. **INTELLECTUAL PROPERTY (GLOSSARIES, TRANSLATION MEMORIES)**

11.1 All rights regarding the content of Glossaries and Translation Memories provided to the Supplier by the Principal shall be reserved to the latter. Any glossaries and/or translation memories and related updates created by the Supplier while performing the services requested by the Principal shall remain the exclusive property of the latter and are subject to and governed by copyright and intellectual property laws. The Supplier shall not create derivative works, distribute, exhibit or otherwise exploit materials produced and/or supplied by the Principal.

11.2 Upon completion of the services, the Supplier shall transfer all rights to the Principal in writing and thus may not claim any right to economic benefits or any other profit from the work performed.

12. **DISPUTES**

The parties shall submit any disputes arising from this contract to the attempt at conciliation envisaged by the conciliation office of the Chamber of National and International Arbitration of Milan. Should the attempt at settlement fail, the parties shall submit the dispute to the Principal's court of competence.

13. **APPLICABLE LAW**

This contract is governed by Italian law.

Place and date

The Company

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The Supplier

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In accordance with article 1341 of the Italian Civil Code, the following clauses are expressly approved: 2, 4, 5, 6 and 8.

The Company

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The Supplier

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The general conditions herein, comprising several pages, must also be signed at the foot of each page.