

Kevin G. Dunn  
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Alliance of  
Museums

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Translators  
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INDIVIDUAL MEMBER



## Terms of Service and Schedule of Fees

Last updated: June 1, 2020

By ordering a translation from KGD Translation, LLC, the client agrees to the following terms and conditions:

1. Description of services. The translator, as an independent contractor, will provide the following service(s): Translations and revision of documents into and out of Spanish and English and provision of other language-related services as requested by the Client, on a timeline to be agreed upon on a per-project basis. The Translator may, at his own expense, work entirely or partially with other contractors on these projects, unless explicitly asked not to do so by the Client.

The Translator shall make every effort to complete service(s) by the requested date but shall not be responsible for delays in completion caused by events beyond Translator's control.

2. Fee for services. Client agrees to pay the Translator's fee for the above service(s), per the schedule of fees (attached).

The due dates for payment of fees and costs under this Agreement shall be the date(s) specified in this Agreement, provided that if no date is specified, the due date shall be the date of Translator's billing for the fees or costs. Any payments for fees or costs not received by Translator within 15 days of the due date will be deemed late and shall be subject to a 25% per week late charge. Client agrees to be responsible for Translator's costs in collecting late payments due from Client, including reasonable attorneys' fees.

3. Cancellation or withdrawal by Client. If Client cancels or withdraws any portion of the item(s) described in paragraph 1 above prior to Translator's completion of the service(s), then, in consideration of Translator's scheduling and/or performing said service(s) Client shall pay Translator the portion of the above fee represented by the percentage of total service(s) performed, but in any event not less than 50% of said fee.

4. Additional fees. Additional fees will be payable, to be calculated as provided below, in the event the following additional services are required: (a) investigation, inquiry, or research beyond that normal to a routine translation is required because of ambiguities in the item(s) to be translated; (b) additional services are required because Client makes changes in the item(s) to be translated after the signing of this Agreement; and (c) Translator is requested to make changes in the translation after delivery of the translation, because of Client's preferences as to style or vocabulary, and such changes are not required for accuracy. Such additional fees will be calculated according to the schedule of fees or as agreed with the Client on a per-case basis.

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5. Additional costs. Client shall reimburse Translator for necessary out-of-pocket expenses incurred by Translator that are not a normal part of routine translation procedure, such as overnight document delivery service requested by Client, long distance telephone and telefax expenses to clarify document ambiguity, travel expenses, etc. The Translator will take all reasonable measures to attain the Client's approval before incurring any such expenses.

6. Client's review of translation. Upon receipt of the translation from Translator, Client shall promptly review it, and within 30 days after receipt shall notify Translator of any requested corrections or changes. Translator shall correct, at no cost to Client, any errors made by Translator.

7. Confidentiality. All knowledge and information expressly identified by Client in writing as confidential which Translator acquires during the term of this Agreement regarding the business and products of Client shall be maintained in confidentiality by Translator and, except as expressly authorized by Client in writing, shall not be divulged or published by Translator and shall not be authorized by Translator to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

a. Information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Translator of this paragraph.

b. Terminological glossary entries compiled by Translator in the course of Translator's performance of the translation service(s) under this Agreement; provided, however, that Client and Translator may agree in writing that, upon payment by Client to Translator of an agreed-upon fee, such terminological glossary entries shall be the property of Client and shall be covered by the confidentiality provisions of this paragraph.

8. Translation is property of client, copyright. Upon Client's completion of all payments provided herein, the translation of the item(s) described in paragraph 1 above shall be the property of Client. Translator has no obligation to take any steps to protect any copyright, trademark or other right of Client with respect to the translation, except as may be expressly otherwise provided in this Agreement. Notwithstanding the foregoing, Translator shall have the right to retain file copies of the item(s) to be translated and of the translation, subject to the provisions of paragraph 7 above.

9. Indemnification and hold-harmless by Client. Client agrees to indemnify and hold Translator harmless from any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees) which Translator may incur based on information, representations, reports, data or product specifications furnished, prepared or approved by Client for use by Translator in the work performed under this Agreement.

10. Changes by others. Translator shall have no responsibility whatever as to any changes in the translation made by persons other than Translator.

11. Governing law. This Agreement shall be governed by the laws of the State of Illinois.

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### Schedule of Fees

Standard English to Spanish or Spanish to English translation:	\$0.18/source word*
Rush surcharge (fewer than 36 hours per 1,000 words):	50%
Technical translations, handwritten documents, other extenuating circumstance, subject to client's approval:	Beginning at 20%
Bilingual or monolingual revisions:	\$90/hour
Implementation of substantial changes made to original text and other hourly services, as requested:	\$90/hour
Transcription	
Spanish (monolingual):	\$8.50 per runtime minute
English (monolingual):	\$8.00 per runtime minute
Transcription + Translation:	Above fees + translation fee
Minimum fee:	\$20
Interpreting and other services:	To be agreed upon on a case-by-case basis.

Travel and lodging expenses and other costs incurred by the translator are the client's responsibility, with prior approval of the client.

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\*The translation fee includes revision by a second professional translator, usually a native speaker of the primary translator's non-native language (i.e., the translator is a native speaker of Spanish and the reviewer is a native speaker of English, though both are fully bilingual). Revision is *not* included in rush translations.