

DRAFT CONTRACT
[For Translation Services]

The [Court Name] and [Translator] (hereinafter sometimes referred to as “Contractor”) do hereby enter into this contract (the “Contract”), effective [date] under the following terms and conditions.

1. Scope of Services

Contractor hereby agrees to furnish written translation services to the [Court Name] at the request of the [Name of Court Administrator/Chief Judge] (“Language Access Administrator”) and under the following specifications outlined below across all categories, unless otherwise directed in writing by the Language Access Administrator.

- A. Response Time.** The Language Access Administrator will submit requested translation projects to Contractor via email. Contractor shall respond to the Language Access Administrator to confirm receipt within 24 hours.
- B. Turn-Around Time.**
 - i. Calendar/Time.** Turnaround times are based on Central Standard Time. Calendar days shall be calculated as Monday through Friday from 9:00 AM to 5:00 PM.
 - ii. Normal Timeframe.** Contractor shall complete and return translation projects within six (6) business days or earlier, from the date of request for “normal” timeframe translation requests. Contractor is granted one (1) business day grace period after the six (6) day period to correct any linguistic or formatting errors.
 - iii. Rush Timeframe.** Contractor shall complete and return translation projects within three (3) business days or earlier, from the date of request for “rush” timeframe translation requests. Contractor is granted one (1) business day grace period after the three (3) day period to correct any linguistic or formatting errors.
 - iv. Long Documents.** In the event a translation project is longer than 3,000 words, upon written request of Contractor, the Language Access Administrator shall grant Contractor an additional six (6) business days to complete the request.
 - v. Request for Additional Time.** The Contractor may submit written requests to the Language Access Administrator if additional time is necessary to complete translation projects. The Language Access Administrator, in their discretion, may grant or deny the request for additional time.
- C. Instructions with Translation Request.** In addition to the requirements listed herein, Contractor shall comply with instructions provided with the translation requests by the Language Access Administrator.

- D. Foreign Language Font.** Contractor shall have available a variety of foreign language fonts for all languages to be translated. Use of the Unicode foreign fonts is required. Foreign language fonts shall not be mixed within one document unless requested.
- E. Previously Translated Document Updates.** Contractor shall maintain “live files” of all projects they complete under this contract. Upon request of a previously translated document, the Contractor shall provide it to Customer at no additional charge. If Contractor is unable to produce previously translated documents to Customer, Contractor is responsible for reproducing the translations at no additional costs. Customer may, from time to time, request translation of new or changed text, and if necessary, re-key unchanged text in previously translated document. All revisions shall be proofread. Requests for updates to previously translated documents will be submitted as new translation projects, with the title of “revision,” to the Contractor who performed the original translation. Contractors shall accept all subsequent requests for updates to translations originally performed by Contractor. Contractor shall charge only for new and/or changed translations or rekeyed text and shall not charge for re-translation of already translated text.
- F. Do Not Translate.** Do not translate the below pieces of information, unless otherwise requested by the Language Access Administrator. The Language Access Administrator may request additional “Do Not Translate” sections within the document.
- i. Logo Text.** Text that is part of a logo.
 - ii. Agency, Division, Office.** The name of the agency, division or office appearing at the top of a form *unless specified otherwise*.
 - i. Upper Right Hand Corner.** Boxes in the upper right-hand corner for information including i.e. CSO name, telephone number, case name or number and date which are used by the field staff unless specified otherwise.
 - ii. Certain Elements Remain in English.** Proper names, addresses, telephone numbers, fax numbers, WAC codes, etc.
 - iii. Certain Areas.** Areas that are designated “For Office Use Only”.
- G. Quality Control.** Contractor is required to review the work produced for the [Court Name] prior to final submission. Contractor shall at a minimum:
- i.** Compare translations to the original to ensure that the document is linguistically accurate and consistent with formatting and technical specifications of the original document.
 - ii.** Ensure that the review/proofreader of the completed translation is of similar qualification as the translator who performed the original translation.
 - iii.** Revise/change translation based on what is determined to be the most accurate translation.
 - iv.** Contractor shall keep records of the original translation and review note. Contractor shall provide note to the [Court Name] upon request.
 - v.** Correcting projects with errors discovered by the [Court Name]:
 - 1.** Return revised final hard copies, electronic files, and reviewer’s version with translator’s markings to the Customer.

2. If an error is discovered, the Contractor will make corrections without any additional costs. Such discoveries and corrections to documents can be requested at any time; such corrections shall be completed within one week or earlier.

- H. Delivery Information.** Contractor shall submit the following project delivery information with the completed projects:
- i. The date the project is returned to the [Court Name].
 - ii. The name (or unique identifier) of the translator who translated the document.
 - iii. The name (or unique identifier) of the reviewer who reviewed the translated document for accuracy.
 - iv. Any other comments/ information related to the project.
- I. Questions.** It is the responsibility of the Contractor to contact the Customer with any questions or clarifications related to the project such as the source document, formatting requirements, special instructions, etc.
- J. Translator Certifications and Qualifications:** Prior to any translator performing services for this contract, the Contractor shall verify and/or perform an assessment and determine the translator as approved and qualified. A qualified translator is a translators who has passed a qualification examination offered by the American Translation Association or is rated a level 3 (professional performance) in the skill level descriptions for translation performance or above as defined by the Interagency Language Roundtable as found at www.govilr.org.¹
- K. Staffing and Equipment.** Contractor shall maintain sufficient staffing and equipment to provide products and services outlined in this contract. Contractor is expected to keep translation work and files in translation memory databases as transferable files.
- L. Tracking Systems.** The [Court Name] may require Contractor to utilize an automated (online or web-based) tracking systems; Contractor shall comply with customer and system requirements to the extent applicable and within scope of this contract. In addition, Contractor shall keep an internal tracking method to track jobs, the [Court Name] may request this information.
- M. Translation Memory System.** Contractor shall employ Translation Memory Systems/software/ database as much as possible, including but not limited to large blocks of text, to identify exact match of previously translated terms, sentences and blocks of text to create and maximize efficiency, consistency, and accuracy as a part of a review process. Should such blocks of text require corrections, the corrected text shall be saved and used for future use. Contractor shall ensure that Translation Memory Systems is utilized to the optimal extent to increase efficiencies and reduce costs to the [Court Name].

¹ Level 3 (professional performance) Can translate texts that contain not only facts but also abstract language, showing an emerging ability to capture their intended implications and many nuances. Such texts usually contain situations and events which are subject to value judgments of a personal or institutional kind, as in some newspaper editorials, propaganda tracts, and evaluations of projects. Linguistic knowledge of both the terminology and the means of expression specific to a subject field is strong enough to allow the translator to operate successfully within that field. Word choice and expression generally adhere to target language norms and rarely obscure meaning. The resulting product is a draft translation, subject to quality control.”

2. Payment Terms

In consideration of the services described above, Commission hereby agrees to pay the Contractor the following fees, up to a maximum total fee of \$20,000, and no others:

Spanish: \$0.14/word;

French: \$0.14/word;

Arabic: \$0.17/word;

Chinese (Simplified): \$0.20/word; and

Vietnamese: \$0.20/word.

All payments are subject to the approval of the Language Access Administrator. Payment shall be made upon Contractor's submission of itemized monthly invoices and only upon approval of the Language Access Administrator. All invoices shall be submitted to the [Court Name] as follows:

[Court Information – Accounts Payable]

A copy of each invoice shall be electronically submitted to the Language Access Administrator as follows:

[Court Administrator]

3. Term of Contract

The term of this Contract shall be from the effective date set forth above, through November 30, 2021, unless terminated sooner in accordance with the terms of this contract. Upon the mutual agreement of the [Court Name] and Contractor, this contract may be extended for additional periods.

4. Termination

- a. **Termination for Cause.** [Court Name] may terminate this Contract for good cause, including but not limited to the failure of Contractor to comply with the terms and/or conditions of this Contract; provided that [Court Name] shall give Contractor written notice specifying Contractor's failure. If within fifteen (15) days after receipt of such notice, Contractor shall not have corrected such failure to the satisfaction of [Court Name], [Court Name] may, at its sole option, place Contractor in default, and this Contract shall terminate on the date specified in such notice.
- b. **Termination at Will/Termination for Convenience.** [Court Name] may terminate this Contract at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for all work that has been performed under this Contract by Contractor prior to Contractor's receipt of such notice but only to the extent work has been performed to the satisfaction of the [Court Name].

- c. **Termination for Loss or Reduction of Fiscal Funding.** The [Court Name] reserves the right to terminate this Contract immediately if for any reason funds are not available to complete the Contract. In the case of a reduction of funds, the [Court Name] reserves the right to renegotiate the terms and conditions of this Contract with Contractor

5. Legal Relationship

It is expressly agreed and understood by [Court Name] and Contractor that Contractor shall not be construed to be, and is not, an employee of [Court Name]. Contractor shall provide professional services to [Court Name] solely as an independent contractor with control over the means and methods of accomplishing the services outlined in this contract.

6. Taxes

Contractor hereby agrees that the responsibility for payment of all taxes owed with respect to any and all payments made by [Court Name] to Contractor pursuant to this Contract shall be Contractor's sole obligation and responsibility. Contractor shall provide [Court Name] with Contractor's federal tax identification number and any other information and documentation needed by [Court Name] to comply with state and federal tax laws, regulations, and reporting requirements.

7. Insurance

Contractor shall procure and maintain, at Contractor's own cost and expense, for the duration of this Contract, insurance against claims for injuries to persons, damage to property and, if applicable, professional malpractice in connection with the performance of the work hereunder by Contractor. To the extent any motor vehicles are utilized in connection with this Contract, Contractor shall maintain adequate motor vehicle liability insurance.

8. Ownership

All records, reports, documents, and other materials delivered or transmitted to Contractor by [Court Name] shall remain property of [Court Name] and shall be returned by Contractor to [Court Name] at Contractor's expense at termination or expiration of this Contract. All records, reports, documents, and other materials obtained or prepared by Contractor in connection with the performance of this Contract shall become the property of [Court Name], and shall, upon request, be delivered by Contractor to [Court Name], at Contractor's expense, at termination or expiration of this Contract.

9. Confidentiality

Contractor agrees to keep confidential all records, reports, documents, and materials related to the Contract, unless otherwise authorized in writing by Administrator. Such authorization shall be strictly limited to the specific items named in the authorization.

10. Right to Audit

Contractor agrees that [Court Name], the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration (as well as other federal or state governmental entities or agencies with jurisdiction, whether due to funding, grants, statute, court order or otherwise), as well as the employees, auditors, consultants or other agents of any of the forgoing, shall have the right, one or more times, to audit, examine, inspect, review, copy and take excerpts and transcriptions of all accounts and other books, documents, papers and records of Contractor (and its assignees, contractors and subcontractors) which related to this Contract.

11. Record Retention

Contractor and its assignees, contractors, and subcontractors shall maintain all books, documents, papers, and records related to this Contract for three (3) years from the date that Contractor last renders any services, or delivers any deliverables, under this Contract except to the extent that such books, documents, papers, and records have been delivered to [Court Name] and not returned by [Court Name] to Contractor or its assignees, contractors, and subcontractors.

12. Louisiana Law

This Contract shall be governed by Louisiana law without regard to or application of choice of law rules or principles. Both parties hereby consent to the exclusive jurisdiction of the state and federal courts located within the State of Louisiana, agree to venue lying in such courts, and expressly waive any objections or defense based upon lack of personal jurisdiction or venue or forum non conveniens.

13. Force Majeure

Neither party shall be liable to the other for any failure or delay in performance under this Contract due to circumstances beyond the party's reasonable control, including acts of God, acts of war, accidents, the acts, omissions or defaults of a third party, and judicial action not the fault of the party failing or delaying performance.

14. Discrimination/Civil Rights

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in Contractor's employment practices and shall render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

15. Assignment

Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without the prior written consent of [Court Name], provided however, that claims for money due or to become due to Contractor from [Court Name] may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Administrator.

16. Severability

In the event any term or provision of this Contract is found to be unenforceable or void either in whole or part, then the offending term or provision shall be construed as invalid and severable to the extent permitted by law and the remainder of the Contract shall remain in full force and effect.

17. Waivers

A waiver of any condition or breach of this Contract by either party shall not constitute a waiver of any other conditions or any subsequent breaches.

18. Entire Agreement/Amendments

This Contract contains the entire agreement between the parties. Any amendment, modification, or waiver of any of the provisions herein is ineffective unless reduced to writing and signed by the parties.

19. Requirement of Notice

Any notice required to be or otherwise given to Contractor shall be directed in writing to the following address:

[Translator Address]

Any notice required to be or otherwise given to [Court Name] shall be delivered in writing to the following address:

[Court Name and Address]

THUS DONE AND SIGNED:

FOR THE [Court Name],

By: _____
[Court Administrator/Chief Judge]
Title: Judicial Administrator

FOR THE CONTRACTOR

By: _____
[Translator]
Title: _____