

TRANSLATION SERVICE CONTRACT

عقد خدمات ترجمة

This contract has been concluded in
Cairo, Egypt on / /2005 by
and between :

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1- MITSCO Language and Translation
Center, a company established according
to the laws of Egypt, hereinafter
represented by Prof. Mohamed Bakr,
Ph.D., in his capacity as the General
Manager (hereinafter referred to as the
first party).

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AND

2- a
company established according to the
laws of hereinafter
represented by
in his capacity as
(hereinafter referred to as the second
party)

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PREAMBLE

Whereas the second party wishes to
make use of the high quality translation
of the first party.

Whereas the first party is willing to offer
his services to the second party.

The two parties have agreed to enter into
a contract according to the following
terms and conditions:

Article 1 :

The above preamble is part and parcel of
this contract.

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Article 2 :

The second party shall provide the first party with the materials required to be translated by sending them by ordinary or e-mail, fax, or hand delivery.

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Article 3 :

The first party shall translate all the materials he receives from the second party. He shall give consideration to the elements of accuracy, clarity, naturalness and aesthetic values. He shall also consider the priorities of the second party as far as speed is concerned, but in any case, he will do his best to provide the best quality of translation as fast as possible.

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Article 4 :

Translation fees will be charged according to the following rates :

- L.E.50 (Fifty pounds) per page
- L.E.50 (Fifty pounds) per page of official certificates.
- L.E. 700 (Seven hundred pounds) per day for consecutive and simultaneous interpretation.

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Article 5 :

As for word processing work, the first party will handle the work assigned to it by second party at the following rates :

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- 1- Regular word processing L.E 3.00 per page
- 2- Tables → L.E 5.00 per page
- 3- Scanned images or charts → L.E 6.00 each

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Article 6 :

The first party will charge the second party L.E 30 (Thirty pounds) for each page of editing

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Article 7 :

In order to avoid any dispute or argument between the two parties concerning the number or size of pages, the two parties have agreed that a page means a computer-edited page containing two hundred words. Therefore, on computing the number of pages, a computer report refers to the total number of words in the text, which is divided by two hundred and the outcome will be the number of pages to be paid for, regardless of the source language pages.

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The two parties have also agreed that the second party shall bear the transport and accommodation expenses of the translators of the first party if the service has to be rendered outside Cairo.

Article 8 :

The above rates shall be valid for translation from English into Arabic and vice versa. However, they will be increased by 50% for French, German, Spanish or Italian Languages.

%

Other languages shall be agreed upon on case by case basis.

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Article 9 :

The second party shall rely on the quality and accuracy of the first party without being involved in editing or revising any text. Therefore, the first party shall take every possible care in translation. In case of any substantial error in translation, the first party shall be responsible for

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retranslating and printing the text at his expense as quickly as possible within a maximum period not more than that taken in the first translation and returning the same to the second party in his premises without any extra charges on the second party therefor.

Article 10 :

The second party shall pay the sums due to the first party within ten days after receipt of a proper invoice. The invoice must include details for each assignment completed. Payment may be made either in cash or by an acceptable cheque drawn at a bank in Egypt.

Article 11 :

Should the second party delay in paying the invoice referred to in article 10 above, it will incur a delay fine of 5% of the total sum of the invoice for each day of delay.

Article 12 :

In case any cheque is denied or the second party ceases to pay or delays a payment after the fifteenth day of the due date, without reason or excuse due to the fault of the first party. That shall be a gross infringement of the second party's contractual obligations towards the first party who shall, accordingly, have the right to discontinue his contractual obligations, terminate the contract without notice or warning and take all the necessary legal actions to maintain his rights towards the second party. In such case, the second party shall solely bear whatever might be incurred of expenses by the first party due to termination.

Article 13 :

The first party shall not be held responsible for delay in delivering translated works if the delay is due to reasons beyond his control (force majeure) such as power failure, net failure, sudden accidents ... etc. However, any other unreasonable or unjustified delay will be penalized by 1% of the value of each invoice for each day of delay after the date of delivery agreed upon in writing.

Article 14 :

The duration of this contract is twelve Gregorian months commencing from the date of the conclusion thereof. This period will be renewed upon written notice from one party to the other.

Article 15 :

Neither party shall have any right to amend any item of this contract by his sole will without the assent of the other party of such amendment. In case of any such amendment, it shall be mutually agreed upon, written on a separate paper and signed by the two parties. Such amendment shall be annexed to the contract as a part and parcel thereof.

Article 16 :

Both parties shall undertake the confidentiality of the information received by either of them from the other party. This obligation shall be valued all through

the duration of the contract and for the next five years after the expiry of termination thereof for any reason whatsoever. Should either party violate this provision, the other party may promptly terminate the contract, or otherwise take the necessary majors to safeguard its rights against the other party.

Article 17:

This contract has been drawn up, signed and concluded according to the regulations in force of the Egyptian Civil Law. The legal jurisdiction as agreed by the two parties shall, accordingly, be limited to the Civil Egyptian Jurisdiction. Any conflicts or disputes arising from this contract shall be referred to the North Cairo Court of First Instance.

Article 18:

This contract has been drawn up in two copies, each party has got his own copy that is valid and true to refer to whenever necessary. Each copy is authentic and may be referred to when necessary. This contract shall be in force before the two parties and all as soon as it is signed.

This contract included 18 Articles.

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THE FIRST PARTY :

FOR MITSCO

**Language and Translation Center,
Cairo, Egypt**

Prof. Mohamed Bakr, Ph. D.

General Manager

**عن مركز ميتسكو للغات والترجمة
بجمهورية مصر العربية – القاهرة**

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THE SECOND PARTY :

FOR

عن شركة