**TRANSLATION SERVICES AGREEMENT**

This Translation Services Agreement (“Agreement”) is made effective as of \_\_\_\_\_\_\_\_\_2018 (“Effective date”) by and between **Irina Alexandrovna Simanova** acting as an individual translator (“Contractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Kamensk-Uralsky, 623408, Sverdlovsk region, Russia, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Customer") located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, collectively referred to as “Parties”. Parties acknowledge that the promises made by Contractor and Customer set forth below constitute full and adequate mutual consideration. Based on such mutual consideration, Parties agree as follows:

1. **Description of services.**
   1. Contractor, as an independent translator, shall provide translation services (Russian-English and English-Russian) until December 31, 2018.
   2. Contractor shall make every effort to complete service(s) by the agreed date but shall not be responsible for delays in completion caused by events beyond Contractor's control.
2. **Fee for services.**
   1. The Customer shall pay Contractor's fee for the above service(s) as in the Annex 1 hereto.
   2. The due dates for payment of fees and costs under this Agreement shall be the date(s) specified herein, provided that if no date is specified, the due date shall be the date of Contractor's invoice for the fees or costs. Any payments for fees or costs not received by Contractor within 14 days of the due date will be deemed late and shall   
      be subject to a 2 % per month late charge. The Customer shall be responsible for Contractor's costs in collecting late payments due from the Customer, including reasonable attorneys' fees.
3. **Cancellation or withdrawal by the Customer**.
   1. In the event that the Customer cancels or withdraws any portion of the item(s) described in paragraph 1 above prior to Contractor's completion of the service(s), then, in consideration of Contractor's scheduling and/or performing said service(s) the Customer shall pay Contractor 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.

5. **Confidentiality.**

5.1 All knowledge and information expressly identified by the Customer in writing as confidential which Contractor acquires during the term of this Agreement shall be maintained by her in confidentiality and, except as expressly authorized by the Customer in writing, shall not be divulged or published by Contractor and shall not be authorized by Contractor 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 of this paragraph by Contractor.

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

6. **Indemnification**

6.1 The Customer shall indemnify and hold Contractor harmless from any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees) which Contractor may incur based on information, representations, reports, data or product specifications furnished, prepared or approved by the Customer for use by Contractor in the work performed under this Agreement.

7. **Governing law**.

7.1 This Agreement shall be governed by the laws of the Russian Federation.

8. **Complete agreement**.

8.1 This is the complete agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be in writing signed by both parties. This Agreement becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to each party.

                                                   10. **Legal address, details:**

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                                                   11. **Signatures of the Parties:**

Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEX 1

to Agreement \_\_\_\_\_

dated \_\_\_\_\_\_\_ 2018

**Cost of the work**

|  |  |  |
| --- | --- | --- |
|  | Description | Rate, EUR |
|  | English/Russian interpretation | 50.00/hour |
|  | English/Russian translation\* | 12.50/page |
|  | Russian/English translation\* | 19.00/page |
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\*In the event of urgent work as it was clearly stated by the Customer, the total cost shall be multiplied by 1.5.

**Legal address, details:**

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**Signatures of the Parties:**

Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_