**翻译服务合同**

Translation service contract

甲方：

Party a:

乙方： 北京旗渡锦程翻译有限公司

Party B: Beijing Qidu Jincheng Translation Co., Ltd.

甲乙双方按照诚实信用原则，经协商一致，立此合同，共同遵守。

Party A and Party B, in accordance with the principle of good faith and through negotiation, conclude this contract and abide by it jointly.

1. 稿件说明

Manuscript description

稿件名称：法律文件

Title of manuscript: legal document

字数：以每次所译材料的实际字数为准或双方预估并确认的字数为准

Word count: the actual word count of each translated material or the word count estimated and confirmed by both parties shall prevail

翻译类型:中译英/英译中

Translation Type: Chinese-English/English Translation

交稿时间:每次稿件的具体交稿时间以双方邮件或传真确认的时间为准

Delivery Time: The specific delivery time of each manuscript shall be subject to the confirmation time of both parties by mail or fax.

1. 字数计算

Word count

按照国家翻译标准规定，中译英与英译中材料均以中文字数计算稿件字数，具体以Microsoft Word 菜单“工具”-“字数统计”-“字符数（不计空格）”所显示的字数为准，整个稿件不足1000字按1000字计算。

According to the provisions of the national translation standards, the number of words in the manuscript is calculated based on the number of Chinese words in the Chinese-to-English and English-to-English versions of the materials. The specific number of words displayed in Microsoft Word menu "Tools"-"Word Count"-"Number of Characters (Excluding Spaces)" shall prevail. For less than 1,000 words, the whole manuscript is calculated based on 1,000 words.

对于无法用电脑统计字数的稿件和需要使用Indesign,PPT等软件进行美工排版的稿件，初拟按每页（A4）1000字计算，明显不合适的由双方协商确定。

For articles that cannot be counted by computer and articles that need to be typeset by artists using Indesign,PPT and other software, the initial calculation is to be based on 1000 words per page (a4), which is obviously inappropriate to be determined by both parties through negotiation.

1. 翻译价格与费用支付

Translation Price and Payment

正常费率：中译英，每千中文字 380元（人民币）；英译中，每千中文字 380元（人民币）。

Normal rate: Chinese to English, 380 yuan per thousand Chinese characters (RMB); In English translation, every thousand Chinese characters are 380 yuan (RMB).

加急费率:中译英，每千中文字 450 元（人民币）；英译中，每千中文字 450元（人民币）。

Urgent rate: Chinese to English, 450 yuan per thousand Chinese characters (RMB); In English translation, every thousand Chinese characters are 450 yuan (RMB).

特别紧急文件,具体商议。

Special emergency documents, specific discussions.

在甲方确认译文后,乙方应当就当次翻译及时向甲方开具相应金额的发票，甲方应在收到发票后一周内付费。

After Party A confirms the translation, Party B shall issue an invoice of the corresponding amount to Party A in time for the current translation, and Party A shall pay within one week after receiving the invoice.

乙方公司账户信息为：

The company account information of Party B is as follows:

户名：北京旗渡锦程翻译有限公司

Account Name: Beijing Qidu Jincheng Translation Co., Ltd.

账号：695 755 924

Account number: 695 755 924

开户行：中国民生银行北京通州支行

Opening bank: Beijing Tongzhou Sub-branch of China Minsheng Bank

1. 翻译质量

Translation quality

乙方应保证其翻译稿件质量：忠实原文、译文准确；不得存在重大误译、漏译、多译等情况。为了及时发现并纠正翻译问题,甲方收到译文后应当在一周内仔细审阅译文，以检验译文质量是否合格和译文内容与文件背景是否吻合。若发现疑问，甲方应当在一周内与乙方沟通以确认是否存在翻译问题，若确实存在翻译问题，甲方有权要求乙方进行修改和完善。

Party B shall ensure the quality of its translated manuscript: faithful to the original text and accurate translation; There shall be no major mistranslation, omission or multiple translations. In order to find and correct translation problems in time, Party A shall carefully review the translation within one week after receiving the translation to check whether the quality of the translation is qualified and whether the content of the translation matches the document background. If any doubt is found, Party A shall communicate with Party B within one week to confirm whether there is any translation problem. If there is any translation problem, Party A has the right to require Party B to revise and perfect it.

甲方应理解以下可能出现的情况：法律翻译中存在可译与不可译、两种语言中没有意义绝对相同的两个词、同一语言中没有意义绝对相同的词，以及各语言或同一语言中表达方式的无限多样性，译者不可能完全知晓文件背景等问题，因而翻译总有一定程度的偏失等现象；乙方作为翻译服务提供者，应该尽可能减少这种偏失，甲方不能因对某些词的偏好择取而拒稿，任何争议，双方应努力以商讨方式解决。

Party A should understand the following possible situations: in legal translation, there are translatable and untranslatable, two words with absolutely identical meaning in two languages, words with absolutely identical meaning in the same language, and infinite diversity of expressions in various languages or in the same language. Translators cannot fully know the background of documents and so on. Therefore, translation is always biased to a certain extent. As a translation service provider, Party B should reduce such errors as much as possible. Party A cannot reject the manuscript because of its preference for certain words. Any dispute should be resolved through negotiation.

甲方理解，法律翻译工作是一项辛苦的、高强度的智力劳动，在可能的情况下，将努力给乙方相对充足的时间，从而为翻译质量提供时间保证。

Party A understands that legal translation is a hard and high-intensity intellectual work. Where possible, Party A will try its best to give Party B relatively sufficient time so as to provide time guarantee for translation quality.

1. 保密责任

Duty of confidentiality

乙方深刻理解保密对甲方的重要性，因此乙方应当建立严格的保密制度，切实保护甲方所提供文稿及其所包含的各种信息，以防止任何泄露而对甲方造成损失。双方可视情况签订更详细的保密协议。

Party B deeply understands the importance of confidentiality to Party A, so Party B shall establish a strict confidentiality system to effectively protect the manuscripts provided by Party A and all kinds of information contained therein, so as to prevent any disclosure from causing losses to Party A. Both parties may sign more detailed confidentiality agreements as appropriate.

1. 合同的解除

Termination of contract

甲乙双方经协商同意，可以变更或者解除本合同。

Party A and Party B may change or dissolve the Contract through negotiation.

1. 违约责任

the liability for breach of agreement

双方应当按照本协议的规定全面及时的履行各自的义务，否则应承担相应的责任。乙方因翻译质量而造成对方损失的，应当在问题文件翻译费用的加倍范围内向对方承担违约和赔偿责任。

Both parties shall fully and timely perform their respective obligations in accordance with the provisions of this agreement, otherwise they shall bear corresponding responsibilities. If Party B causes losses to the other party due to the translation quality, it shall be liable for breach of contract and compensation to the other party within the double scope of the translation cost of the problem document.

为避免争议，乙方在本合同下对下列事件不负任何直接或连带责任：（1）因甲方侵犯第三方版权/专利权而引起的第三方的一切及任何损失；（2）因原文中存有错误而引起的一切及任何损失；（3）因译文与原文一致而引起的一切及任何损失；（4）因甲方收到译文后自行改写或丢失所引起的一切及任何损失；（5）因乙方不知晓的文件背景造成翻译错误而引起的一切及任何损失；（6）因甲方的过失而造成乙方翻译错误及任何损失。

In order to avoid disputes, party b shall not be directly or jointly liable for the following events under this contract: (1) all and any losses of the third party caused by party a's infringement of the copyright/patent right of the third party; (2) All and any losses caused by errors in the original text; (3) all and any losses caused by the consistency of the translation with the original text; (4) All and any losses caused by Party A's rewriting or loss after receiving the translation; (5) All and any losses caused by translation errors due to document background unknown to Party B; (6) Party B's translation errors and any losses caused by Party A's fault.

1. 争议的解决

Dispute resolution

甲乙双方如果发生争议，应当友好协商解决。如协商不成，任何一方均有权将争议提交北京仲裁委员会，按照提交仲裁时该会现行有效的仲裁规则进行仲裁，仲裁裁决是终局的，对甲乙双方均有约束力。

甲乙双方如果发生争议，应当友好协商解决。如协商不成，任何一方均有权将争议提交北京仲裁委员会，按照提交仲裁时该会现行有效的仲裁规则进行仲裁，仲裁裁决是终局的，对甲乙双方均有约束力。

1. 合同的生效

Entry into force of the contract

本合同正本一式两份，甲乙双方各执一份，由甲乙双方代表签字和盖章之日起生效,有效期为1年,即有效期起于 2018年6月20日,止于2019年6月19日。本合同可以传真或者邮件扫描的方式签订。

This contract is made in duplicate, one for each party, and shall come into effect from the date of signature and seal by the representatives of both parties. The validity period is one year, that is, from June 20, 2018 to June 19, 2019. This contract can be signed by fax or mail scanning.

（以下无正文）

（以下无正文）

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| 甲方（印章）：  Party A (Seal): | 乙方（印章）：北京旗渡锦程翻译有限公司  Party B (Seal): Beijing Qidu Jincheng Translation Co., Ltd. |
|  |  |
| 代表（签字）：  Representative (signature): | 代表（签字）：  代表（签字）： |
| 日期： 年 月 日  Date: month of the year | 日期： 2018 年6 月20日  Date: June 20, 2018 |