



Company Translator's Contract

This Contract is between Translator (the "employee") and Barnes and Noble, a New York corporation our company.

The Contract is dated the date both parties sign this Contract.

1. BARNES AND NOBLE WORK AND PAYMENT.

1.1 Project. Our company is hiring the Translator to do the following: Details to be provided.

1.2 Schedule. The Translator will begin work on _____ and will continue until the work is completed. This Contract will be ending April _____.

1.3 Payment. Our company will pay the Translator a flat fee of €1,925.00 (EUR) concerning completed translation. Of this, the company will pay the Translator €1,925.00 (EUR) immediately translation is submitted within 10-20 minutes.

1.4 Sponsorship. The company will be providing the Translator's working tools e.g laptop, printer's and any required equipment till the end of contract

(Barnes and Noble) our company is 100% responsible for Translator is responsible for its own taxes.

Note: Concerning your next translating task company will render 50% advance payment to translator before completing translation!

1.5 Invoices. The Translator will invoice the company at the end of the project. The Client agrees to pay the amount owed within 10-20 minutes after receiving the invoice.

1.6 Support. The Translator will not provide support for any deliverable once the company accepts it.

1.7 Registration requirement. As a newly recruited employees signing his/her contract as a permanent translator working with our company (Barnes and Noble), note registration is been required to seal your contract after signing and to make it official.

Note: registration fee is a not a deductible fee cause it's only required once till the end of this contract and will be refunded alongside your salary!

Registration fee cost a total of €99 which is required to be paid directly to our company employee portal after he/she signs company Translator's contract.

2. OWNERSHIP AND LICENSES.

2.1 company Owns All Work Product. As part of this job, the Translator is creating “work product” for Barnes and Noble our company.

To avoid confusion, work product is the finished product, as well as drafts, notes, materials, translation, hardware, designs, inventions, patents, code, and anything else that the Translator works on—that is, conceives, creates, designs,

develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The Translator hereby gives company this work product once it's done.

This means the Translator is giving company all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the company will be the sole owner of it.

Client can use the work product however it wants or it can decide not to use the work product at all. The company, for example, can modify, destroy, or sell it, as it sees fit.

2.2 Translator's Use Of Work Product. Once the Translator gives the work product to our company (Barnes and Noble), the Translator does not have any rights to it.

(Barnes and Noble) our company gives permission to use the work product as part of portfolios and websites, in galleries, and in other media, so long as it is to showcase the work and not for any other purpose. company does not give permission to sell or otherwise use the work product to make money or for any other commercial use even after the Contract ends.

2.3 Translator's Help Securing Ownership. In the future, our company may need the Translator's help to show that the company owns the work product or to complete the transfer. The Translator agrees to help anytime.

2.4 Translator's Right To Use Client IP. The Translator may need to use the Client's intellectual property to do its job. For example, if the Client is hiring the Translator to build a website, the Translator may have to use the Client's logo. The Client agrees to let the Translator use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Translator's job. Beyond that, the Client is not giving the Translator any intellectual property rights, unless specifically stated otherwise in this Contract.

3. COMPETITIVE ENGAGEMENTS.

The Translator won't work for a competitor of the Company until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to our company products or services.

A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Translator asks for permission beforehand and the company agrees to it in writing. If the Translator uses employees or subcontractors, the Translator must make sure they follow the obligations in this paragraph, as well.

4. NON-SOLICITATION.

Until this Contract ends, the Translator won't:

- (a) encourage Client employees or service providers to stop working for our company;
- (b) encourage Client customers or clients to stop doing business with the Client;
- (c) hire anyone who worked for the company over 8 -month period before the Contract ended.

The one exception is if the Translator puts out a general ad and someone who happened to work for the Client responds. In that case, the Translator may hire that candidate.

The Translator promises that it won't do anything in this paragraph on behalf of itself or a third party.

5. REPRESENTATIONS.

5.1 Overview. This section contains important promises between the parties.

5.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 Translator Has Right To Give Client Work Product. The Translator promises that it owns the work product, that the Translator is able to give the work product to our company, and that no other party will claim that it owns the work product.

If the Translator uses employees or subcontractors, the Translator also promises that these employees and subcontractors have signed contracts with the Translator giving the Translator any rights that the employees or subcontractors have related to the Translator's background IP and work product.

5.4 Translator Will Comply With Laws. The Translator promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations.

5.6 company Will Review Work. The company promises to review the work product, to be reasonably available to the Translator if the Translator has questions regarding this project, and to provide timely feedback and decisions.

5.7 company-Supplied Material Does Not Infringe. If company provides the Translator with material to incorporate into the work product, company promises that this material does not infringe on someone else's intellectual property rights.

6. TERM AND TERMINATION.

This Contract is ongoing until the work is completed. Either party may can't end this Contract for any reason by sending an email or letter to the other party.

7. INDEPENDENT CONTRACTOR.

Our company is hiring the Translator as an independent contractor. The following statements accurately reflect their relationship:

- The Translator will use its own equipment, tools, and material to do the work.
- (Barnes and Noble) our company will not control how the job is performed on a day-to-day basis. Rather, the Translator is responsible for determining when, where, and how it will carry out the work.
- The company will not provide the Translator with any training.
- our company and the Translator do not have a partnership or employer-employee relationship.
- The Translator cannot enter into contracts, make promises, or act on behalf of our company
- The Translator is entitled to the company benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).

- The company will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Translator or any of the Translator's employees or subcontractors.

8. CONFIDENTIAL INFORMATION.

8.1 Overview. This Contract imposes special restrictions on how our company and the Translator must handle confidential information. These obligations are explained in this section.

8.2 The Client's Confidential Information. While working for our company (Barnes and Noble, the Translator may come across, or be given, information that is confidential. This is information like customer lists, translating strategies, research & development notes, statistics about a website, and other information that is private. The Translator promises to treat this information as if it is the Translator's own confidential information. The Translator may use this information to do its job until this Contract ends, the Translator must give back or destroy all confidential information, and confirm that it has done so. The Translator promises that it will not share confidential information with a third party, unless the company gives the Translator written permission first. The Translator must continue to follow these obligations, even after the Contract ends.

8.3 Third-Party Confidential Information. It's possible company and the Translator each have access to confidential information that belongs to third parties.

Our Company and the Translator each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so.

If the company or the Translator is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

9. LIMITATION OF LIABILITY.

Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

10. INDEMNITY.

10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the company or the Translator or both.

10.2 Translator Indemnity. In this Contract, our company agrees to indemnify the Translator (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Barnes and Noble of its obligations under this Contract.

11. GENERAL.

11.1 Assignment. This Contract applies only to the company and the Translator. The Translator cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the company's written permission. In contrast, company may assign its rights and delegate its obligations under this Contract without the Translator's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

11.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that’s the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

Signatures. The company and the Translator must sign this document using e-signing system. These electronic signatures count as originals for all purposes.

Governing Law. The laws of the state of New York govern the rights and obligations of the company and the Translator under this Contract, without regard to conflict of law principles of that state.

Entire Contract. This Contract represents the parties’ final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

x 

Barnes and Noble

Carl_Mcke01, Company director

x _____

Translator

Signed on _____