



## CONTRACTOR/TRANSLATOR SERVICE & NON DISCLOSURE AGREEMENT

**Contractor/Translator Name (first and last name if individual or full legal name if company):**

**Address:**

**Telephone number:**

### I. Services

- 1) Contractor/Translator agrees to provide services in accordance to Ceviri Dükkanı's specifications, to complete all assignments previously accepted by Contractor/Translator and to have work reviewed by Ceviri Dükkanı and/or an independent third party. If it is determined that Contractor/Translator has returned sub-standard or incomplete work, Ceviri Dükkanı has the right to withhold and/or reduce payment.
- 2) Contractor/Translator understands that during an assignment Contractor/Translator must adhere to deadlines and project requirements as delineated by Ceviri Dükkanı and provide summaries of services upon request.

### II. Confidentiality and Ownership

- 1) Contractor/Translator understands that Contractor/Translator will, in the course of providing services to company, be exposed to and have access to sensitive and confidential matters, and that Contractor is required to maintain strict confidentiality over all products, designs and matters which come to Contractor/Translator's attention through this office directly or indirectly. Contractor/Translator agrees that Contractor/Translator shall not, during or at any time following the execution of this Agreement, use or disclose in any manner any Ceviri Dükkanı confidential information or the information of a Ceviri Dükkanı client.
- 2) Contractor/Translator agrees that all Ceviri Dükkanı and client information is the property of Ceviri Dükkanı and/or their client and should not be disclosed without the express written consent of Ceviri Dükkanı and their client.
- 3) Contractor/Translator shall not attempt to contact directly any client to whom Contractor/Translator was referred by Ceviri Dükkanı without prior written consent from Ceviri Dükkanı's senior management. Any attempt to contact

#### TÜRKİYE MERKEZ OFİS

Dr. Kemal Akgüder Cad. Kurukaya Sok. Koç Apt  
Bostancı/Istanbul

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client's of Ceviri Dükkanı which results in the loss of the client for Ceviri Dükkanı or any monetary value lost will be compensated by the Contractor/Translator and a fine of 20,000.00 euros will be charged to the Contractor/Translator.

- 4) Contractor/Translator agrees not to induce or attempt to influence, directly or indirectly, any employee of Ceviri Dükkanı to terminate his/her employment and work for Contractor/Translator or any other entity.
- 5) To the extent any inventions, technologies, reports, memoranda, studies, writings, exhibits or other materials prepared by Contractor/Translator in the performance of services for Ceviri Dükkanı include materials subject to copyright protection, such materials have been specially commissioned by Ceviri Dükkanı and they shall be deemed "work for hire" as such term is defined under U.S. law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include materials subject to copyright, patent, trade secret, or other proprietary rights protection, Contractor/Translator hereby assigns to Ceviri Dükkanı all rights, title, and interest in and to all such materials. To the extent Contractor/Translator has any rights in the same, Contractor/Translator hereby waives all enforcement of such rights.
- 6) Contractor/Translator agrees to immediately refuse cooperation and/or notify Ceviri Dükkanı in case of any conflicts of interest.
- 7) Contractor/Translator agrees not to discuss any negotiated compensation (NC) received from Ceviri Dükkanı with representatives from any organization other than Ceviri Dükkanı. Any discussion of NC with clients or any other linguists working with Ceviri Dükkanı is strictly prohibited.
- 8) Contractor/Translator agrees not to discuss any payments/fees/compensation on interpretation or on-site jobs with clients or other linguists working with Ceviri Dükkanı.
- 9) Contractor/Translator agrees not to discuss any potential jobs, documents, projects with other service providers without the written consent of Ceviri Dükkanı.

### **III. Testing and Certification - Terms and Conditions**

- 1) Contractor/Translator understands that all training, testing and certification materials are the sole property of Ceviri Dükkanı and shall not be distributed, disseminated or imparted to any third party (in any physical, electronic or verbal form) without the express written permission of the Ceviri Dükkanı.
- 2) Contractor/Translator agrees not to discuss Contractor/Translator's participation in the training, testing and certification process with any third party (in any written or verbal form), regardless of the results (pass or fail).
- 3) Contractor/Translator understands that samples completed for Ceviri Dükkanı's translation performance assessment tests are NOT subject to payment, and that the completion of any and all translation, proofreading and/or quality management tests is voluntary.
- 4) Contractor/Translator understands that Ceviri Dükkanı does not use Contractor/Translator test samples or any other application materials for profit, or for any purposes other than for the assessment and confirmation of Contractor/Translator's qualifications.
- 5) Contractor/Translator understands that Contractor/Translator's successful completion of tests alone may not result in any working relationship with Ceviri Dükkanı, and that Ceviri Dükkanı may enlist Contractor/Translator's services at its discretion, without obligation.

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- 6) Contractor/Translator understands that Contractor/Translator tests are subject to review and assessment by Ceviri Dukkani's internal and/or external linguists to whom this responsibility is assigned, and that the assessment reports issued by these reviewers are indisputable.

#### IV. Miscellaneous

Contractor/Translator understands that this agreement, and the rights and obligations relating hereto, applies to Ceviri Dukkani and all its subsidiaries and affiliates.

Contractor/Translator understands and accepts that Ceviri Dukkani does not allow the use of Google or similar Machine translation (Machine Translation does not include Trados or machine assisted translation tools). Ceviri Dukkani has the right to withhold and/or reduce payment if Google translation is found to be used.

If the client refuses payment due to quality or missing a deadline, Ceviri Dukkani has the right to withhold and/or reduce to the Contractor/Translator.

This Agreement is governed by the laws of Republic of Turkey and reflects the entire understanding between the parties and may only be modified in writing. This contract will be in full effect from the date it is signed and will remain in effect for 5 years after Contractor/Translator's last performed service for Ceviri Dukkani.

Ceviri Dukkani is under no obligation to offer Contractor/Translator particular projects or assignments, and Contractor/Translator is under no obligation to accept particular projects or assignments. In the event of a dispute, both parties agree to submit it to binding arbitration in İstanbul, Turkey.

The above is understood and hereto agreed.

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Signed

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Date

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Position (if representing a company)

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Date

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Ceviri Dukkani

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Date

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