

Linguist Agreement Terms (“Agreement”)

THE PARTIES

- (1) Global Voices Limited (registered company no. SC270103) of Unit A Logie Court, Stirling University Innovation Park, Stirling, Scotland, FK9 4NF (“Global Voices”)
- (2) Yourself (“You”)

RECITALS

- (A) You carry on the business of a freelance linguist and have agreed to provide services as such.
- (B) Global Voices has requested from You, and You have agreed with Global Voices to provide the services on the terms agreed and subject to the terms of this Agreement.

1. DEFINITIONS AND INTERPRETATIONS

- “Assignment”** means the particular piece of work that You are required to deliver to Global Voices;
- “Assignment Details”** means any information communicated to You by Global Voices in regards to a specific piece of work;
- “Client”** means the person, firm or corporate body (as the case may be) that the Assignment is on behalf of;
- “Data Protection Laws”** means the Data Protection Act 2018, the General Data Protection Regulation (UE 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.

2. THE AGREEMENT

- 2.1** This agreement together with the Project Specification and any applicable Assignment Details constitutes the entire agreement (“the Agreement”) between You and Global Voices and shall govern all Assignments undertaken by You.
- 2.2** During an Assignment You will be engaged as a freelance linguist, and for the avoidance of doubt, this Agreement shall not be construed as a contract of employment between You and either Global Voices or the Client.
- 2.3** No variation or alteration to this Agreement shall be valid unless details of such variations are agreed between Global Voices and You and are set out in writing.

2.4 This Agreement is updated periodically, and unless You tell Global Voices otherwise, your acceptance of this Agreement means You agree to be bound by any changes to or future versions of this Agreement.

3. RELATIONSHIP BETWEEN GLOBAL VOICES AND YOU

3.1 You acknowledge that the nature of freelance work means that there may be periods when no suitable work is available, and You agree that:

3.1.1 the suitability of the work to be offered shall be determined solely by Global Voices.

3.1.2 Global Voices shall incur no liability to You should we fail to offer you opportunities to work

3.1.3 You shall not be obliged to accept work offered by Global Voices.

3.2 You acknowledge to Global Voices that your services are supplied to Global Voices as a freelance worker and that accordingly the responsibility of complying with statutory and legal requirements relating to freelance workers shall fall upon and be discharged wholly and exclusively by You.

3.3 Nothing in this Agreement shall render You an agent, employee or representative of Global Voices.

3.4 You are not authorised to bind Global Voices to any liability or obligation or to represent that you have any such authority.

3.5 You agree to furnish (or reimburse Global Voices for) all tools and materials necessary to perform the services of a freelance linguist and shall incur all expenses associated with these duties.

4. WARRANTIES PROVIDED BY YOU

4.1 You warrant to Global Voices that:

4.1.1 by entering into and performing your obligations under this Agreement you will not thereby be in breach of any obligation which you owe to a third party;

4.1.2 You have the necessary skills and qualifications to perform services in accordance with this Agreement, the Assignment offered and the Assignment Details, and that you will take every opportunity to improve those skills and qualifications in line with delivering work to the standards required by Global Voices

- 4.1.3** You will complete registration on the Global Voices Linguist portal prior to the allocation of any work
- 4.1.4** Registration on the Global Voices Linguist portal will use your full legal name and address as it appears on legal identity documents and that You will submit proof of identify and proof of address during registration.
- 4.1.5** You will act in an impartial, professional and non-discriminatory manner when working on any Assignment.
- 4.1.6** You will disclose any information that may make you unsuitable to carry out work, which must include; any unspent criminal convictions or conflicts of interest.
- 4.1.7** You will not engage in any behaviour that would discredit Global Voices or the Client.
- 4.1.8** You will make Global Voices aware immediately should there be any discrepancy between the Assignment details communicated to You by Global Voices and the actual content of the Assignment.
- 4.1.9** Where a Termbase file is included within an Assignment, then an updated Termbase with additional terms translated must be returned by You on completion of the Assignment.
- 4.1.10** You will conduct personally all work associated with an Assignment and will not subcontract any part of the Assignment to a third party.
- 4.1.11** You will comply with the Data Protection Laws in respect of any personal data to which You are granted access to for the performance of the Assignment.

5. OBLIGATIONS OF GLOBAL VOICES

5.1 Throughout the term of this Agreement, Global Voices will:

- 5.1.1** pay You the agreed amount in respect of your services in accordance with Clause 6, subject to any deduction in Clause 6.9
- 5.1.2** provide You with sufficient information about the Assignment in the Assignment Details in order for You to carry out the work
- 5.1.3** advise You of any health and safety information or advice which it receives which may affect You during the Assignment

6. INVOICING AND PAYMENT FOR SERVICES

- 6.1** All payments made by Global Voices to You will be made using the Global Voices Hyperwallet platform and You warrant that You understand and agree to Hyperwallet' terms of business.
- 6.2** It is your responsibility to ensure that you are registered with Hyperwallet to ensure that payment can be made to You in accordance with this Agreement.
- 6.3** Your billing currency will be determined by your country of residence. If you reside within the UK, invoices will be settled in GBP. Within the SEPA Zone Area invoices will be settled in EUR, and for north and south America USD. All other countries will be settled in EUR.
- 6.4** If you reside in a territory affected by International Banking Sanctions, then we cannot guarantee the settlement of your invoices. It is Your responsibility to check the status of the territory in which you reside prior to the commencement of an Assignment.
- 6.5** All invoices must be submitted via your Linguist Portal within 1 week from the delivery date of the Assignment to the Client.
- 6.6** Invoices submitted prior to the 12th of the month will be paid at the end of the month following submission provided the invoice has been approved by Global Voices, and will be paid to your Global Voices Hyperwallet platform.
- 6.7** Notwithstanding Clause 6.6, Global Voices are able to offer earlier payment via the Linguist Portal in certain circumstances, with these payments being made in accordance with Section 6 of this agreement.
- 6.8** Global Voices at their discretion and with agreement of You may postpone settlement of an invoice, where the total value of invoices due for settlement within that payment period are less than £5 GBP, €20 EUR or \$25 USD
- 6.9** Global Voices reserves the right to reduce or remove the invoice for an Assignment which is of a poor quality, does not comply with the specifications of the Assignment, is delivered late without the previous authorisation in writing from Global Voices or is in breach of any part of this Agreement.

7. TERM AND TERMINATION

- 7.1** Your relationship with Global Voices begins on the date on which you first accept and agree to this Agreement, and continues until your resignation or termination by Global Voices. Global Voices may terminate the Assignment by giving You in writing the period of notice specified in the Assignment Details.

7.2 Notwithstanding clause 7.1 of this Agreement, Global Voices may without notice and without liability instruct You to cease work on an Assignment at any time, where:

7.2.1 You have committed any serious or persistent breach of any of your obligations under this Agreement; or

7.2.2 Global Voices believes that You have not observed any condition of confidentiality from time to time; or

7.2.3 The Client is dissatisfied with your provision of the services and has terminated the Assignment; or

7.2.4 You are suspected of any fraud, dishonesty or serious misconduct; or

7.2.5 You are unable to perform the work

7.2.6 Global Voices knows or suspects that You have breached the Data Protection Laws.

7.3 You acknowledge that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between Global Voices and the Client. In the event that the contract between Global Voices and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to You.

8. INTELLECTUAL PROPERTY RIGHTS

You agree that all right, title, and interest in any copyright material, including but not limited to all written text we receive from you (e.g. localisation for Global Voices websites, translations for email notifications and web orders), solely or in collaboration with others, and arising out of, or in connection with, performing the services for Global Voices are the property of Global Voices for the duration of the project, until payment takes place. Upon payment, copyright for work passes to our Client.

9. CONFIDENTIALITY

9.1 In order to protect the confidentiality and trade secrets of any Client and Global Voices and without prejudice to every other duty to keep secret all information given to You or gained in confidence You agree as follows:

9.1.1 not at any time whether during or after an Assignment (unless expressly so authorised by the Client or Global Voices as a necessary part of the performance of the work) to disclose to any person or to make use of any of the trade secrets

or the confidential information of the Client or Global Voices with the exception of information already in the public domain;

- 9.1.2** to deliver to the Client or Global Voices (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in your possession including documents and other materials created by You during the course of the Assignment;
- 9.1.3** not at any time make any copy, abstract, summary of precis of the whole or any part of any document or other material belonging to the Client except when require to do so in the course of your duties under an Assignment in which event any such item shall belong to the Client or Global Voices as appropriate
- 9.1.4** where work requires you to download content, you must delete all original content within 30 days of the end of the Assignment. You may keep your translation of the content but may not use it publicly as a translation sample or otherwise.

10. COMPUTER EQUIPMENT, SOFTWARE AND CONNECTIVITY WARRANTY

You shall ensure that any computer equipment required to complete an Assignment is maintained in a working order and that it has anti-virus protection with the latest released upgrade. Software required to complete the Assignment must be up to date and of a compatible version to allow the Assignment to be completed. Where internet connectivity is required for the transmission of information in order to complete the Assignment, then this must be in working order for the duration of the Assignment.

11. RESTRICTION

- 11.1** You shall not (and shall not procure others) during the Assignment or for a period of 6 months following the termination of the Assignment supply services directly, or through any other person or firm to any Client for which You have carried out an Assignment at any time during the previous 6 months.
- 11.2** You will not disclose your any of your contact details to the Client without the express permission of Global Voices.
- 11.3** You will not contact a Client directly without the express permission of Global Voices.
- 11.4** You will notify Global Voices immediately should the Client request further language services from You.

12. MONITORING AND AUDIT

Global Voices reserve the right to audit all information supplied by You in order to ensure that you always comply with Clause 4.1.2.

13. INDEMNITY

You agree to indemnify and hold harmless Global Voices and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) your negligent, reckless or intentionally wrongful acts, (ii) a determination by a court or agency that you are not an independent contractor, (iii) your breach of any of the covenants contained in this Agreement, (iv) your failure to perform the duties as a Linguist in accordance with all applicable laws, rules and regulations (v) your breach of any Data Protection Laws, or (vi) any violation or claimed violation of a third party's rights resulting in whole or in part from the Global Voices' use of any of your deliverables under this Agreement.

14. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

15. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

16. THIRD PARTY RIGHTS

No person who is not a party to this Agreement will have any right to enforce it pursuant to the Contract (Third Party Rights) (Scotland) Act 2017.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of Scotland and is subject to the exclusive jurisdiction of the Courts of Scotland.