# 翻译服务合同（笔译和口译） （中英文对照）

**Oral Interpretation and Written Translation Contract**

本合同由以下各方于\*\*\*\*年\*\*月\*\*日在伊朗德黑兰签署。

This contract is signed by each party on \*\*(Day)\*\*(Month)\*\*\*\*(Year) in Tehran, Iran.

合同编号/Contract No.:

甲方/Party A:

身份证号,护照号/National Code,Passport Number:

地址/Address:

乙方/Party B:

身份证号,护照号/National Code,Passport Number:

地址/Address:

乙方为甲方提供翻译服务，甲乙双方确认提供的联系方式准确无误。经双方协商一致，特签订本合同，以资恪守。

Party B shall provide Party A with translation service and both parties confirm that the contact information provided hereunder is accurate. The parties, on the basis of consensus, have entered into the Agreement as follows:

1. **翻译项目名称/Translation Project:**
2. **合作价格/Price:**
3. **支付条款/Term of Payment**

* 长期薪水/long term salary
* 短期薪水/short term salary

乙方负责接送，住宿、伙食费用都由甲方负担。

Party B is responsible for pick-up and drop-off, and the cost of accommodation and meals shall be borne by Party A.

1. **汇款账号/Account for Remittance:**

甲方按月/周/日支付乙方薪酬 人民币/美金/图曼。

Party A shall pay Party B’s salary on a monthly/weekly/day basis (in the currency of RMB/USD/Toman).

开户行/Bank:

开户名/Account Name:

账号/Account Number:

以上账户为公司指定收款银行信息，汇入其他银行无效。

Above account information is designated by Party B for receiving payment, and remittance to other account will be invalid.

1. **双方责任和义务/Responsibilities and Obligations:**
2. 本协议有效期限为（比如三个月）。双方同意 ，在本协议期满前，甲方有权以书面通知的方式延长本协议的期限，乙方可以同意该延期。

The term of this Agreement is (for example three months). The Parties agree that, this Agreement can be extended only if Party A gives its written consent of the extension of this Agreement before the expiration of this Agreement and Party B can agree with this extension.

1. 甲方已采取所有必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署和履行本协议；甲方对本协议的签署和履行并不违反法律法规的明确规定。乙方（翻译）除了准确翻译口译以及笔译意外没有任何其它法律责任和负担。

Party A has taken all necessary corporate actions, obtained necessary authorizations, and obtained the consent and approval (if necessary) of third parties and government departments to sign and perform this agreement; Party A’s signing and performance of this agreement does not violate laws and regulations. Party B (translator) has no other legal responsibilities and burdens except for accurate translation, interpretation and translation.

1. 本协议有效期内，除非甲方对乙方有重大过失或存在欺诈行为，乙方不得提前终止本协议，尽管如此，甲方可在任何时候通过提前30天向乙方发出书面通知的方式终止本协议。

During the validity period of this Agreement, unless Party A has gross negligence or fraud against Party B, Party B shall not terminate this Agreement in advance, however, Party A may terminate this Agreement at any time by giving Party B a written notice of 30 days in advance.

1. 乙方在下述情况下，有权以书面形式通知甲方解除合同。

Party B has the right to inform Party A in written format to terminate the contract under the following circumstances:

1. 甲方未按合同约定提供乙方必要的工作和生活条件。

Party A fails to provide Party B with necessary working and living conditions as agreed in the contract.

1. 根据医生诊断，乙方在病假连续三天以及不能恢复正常工作行为，有权利解除合同。若病是因为甲方的工作环境导致的，甲方应支付病假期间的工资和医院的费用。

According to the doctor’s diagnosis, Party B has the right to terminate the contract if he, she is sick for three consecutive days and cannot resume normal work behavior. If the illness is caused by Party A’s working environment, Party A shall pay the wages and hospital expenses.

1. 甲方未按时支付乙方的报酬。

Party A fails to pay Party B’s remuneration on time.

1. 本协议的订立、效力、解释、履行、修改和终止以及争 议的解决均适用伊朗共和国 法律。

The formation, validity, interpretation, performance, modification and termination of this Agreement and the settlement of disputes shall be governed by the laws of the Islamic Republic of Iran.

1. 据双方同意的薪酬，甲方必须准时支付乙方的工资，甲方有义务付清截至本协议的所有费用，甲方的任何耽误可收到罚款。

According to the remuneration agreed by both parties, Party A must pay Party B’s salary on time, Party A is obliged to pay off all expenses up to this agreement, and Party A may be fined for any delay.

1. 本协议自双方签署盖章之日起生效。

This Agreement shall become effective upon and from the date on which it is signed by the authorized representative and seal of each party.

1. 本协议采用中文、英文两种文本，中文文本与英文文本具有同等法律效力，中文文本与英文文本不一致的，以中文文本为准。本协议正本一式二份，双方各持一份，各份具有相同之效力。

This agreement is in both Chinese and English. The Chinese text and the English text have the same legal effect. If the Chinese text and the English text are inconsistent, Chinese text shall prevail. The original of this agreement is in duplicate, each party holds one copy, and each copy has the same effect.

1. 双方应信守合同，未经双方一致同意任何一方不得擅自更改，解除和终止合同。

Both parties shall abide by the contract, and neither party shall modify, rescind or terminate the contract without the unanimous consent of both parties.

甲方：Party A:  乙方：Party B:

签署日期：Date: 签署日期：Date:

# 笔译服务合同

甲方/Party A:

身份证号,护照号/National Code,Passport Number:

地址/Address:

乙方/Party B:

身份证号,护照号/National Code,Passport Number:

地址/Address:

兹经甲乙双方友好协商，签订以下翻译合同，以资恪守：

This Long-term Cooperation Contract for Translation Service is entered by and between Party A and Party B through friendly negotiation on the terms and conditions as follows:

1. **译文形式 /Documents to be translated:**

中译 ………、……… 译中

Chinese-………..and ………..-Chinese

1. **服务时间/Service Time for this Contract:**

暂定一年（签订合同日起）

one year provisional (From the date hereof)

1. **计费标准/Remuneration:**

单价：中译……….：按………..元/千中文字符数（不计空格）计算.(含税)………译中：按…………元/千中文字符数（不计空格）计算.(含税)

Unit Price: RMB …………. Yuan/1000 Chinese characters (excluding blanks) for documents to be translated from Chinese to …………. (including tax); RMB …………. Yuan/1000 Chinese characters (excluding blanks) for documents to be translated from ………… to Chinese (including tax).

1. **字数计算标准/Characters counting methods:**

中译外或外译中，以中文为计算单位，统计方法： Word文档，工具--字数统计--字符数（不计空格）；外译外，以英文为计算单位。

最低字数计算标准：五百字以下按五百字计算；五百至一千字，按一千字计算，超过一千字，按实际字数计算。

In documents to be translated from Chinese to English or from English to Chinese, the number of words is counted in Chinese characters in the way: Word documents, tool bar-word count-character numbers (without blanks). In documents to be translated from one foreign language to another foreign language, the number of words shall be calculated in English words.

Min. counting standards: five hundred characters shall be counted for documents with characters less than five hundred; one thousand characters shall be counted for documents with characters from five hundred to one thousand; and the actual characters shall be counted for documents with characters over one thousand.

1. **项目确认 /Project confirmation:**

每一次项目，甲方应以书面形式通知乙方待翻译文件、翻译要求；乙方收到稿件后，应以书面形式向甲方确认翻译文件\翻译要求等。为避免疑问,一旦邮件发到了乙方的下面指定邮箱，则认定乙方已经收到翻译文件和翻译要求。乙方应按照甲方的每次翻译任务要求准时完成翻译工作并交付翻译文件给甲方。如果有特殊情况，双方应具体另行协商。原稿和译稿应发送到以下双方指定的邮箱。

For each project, Party A shall notify Party B of the documents for translation, and translation requirements in written form; after receiving translation work, Party B shall acknowledge its receipt of the document for translation and translation requirements to Party A. For the avoidance of doubt, the documents for translation, and the translation requirements shall be deemed duly received by Party B at the time of sending if sent to Party B’s email address indicated below.

Party B shall complete each translation work and provide the translated documents to Party A within working days or any other date as requested by Party A on a case by case basis. Other special circumstances (if any) shall be otherwise negotiated and confirmed by the Parties.The documents for translation and the translated documents will be sent to the following emails which are specified by both parties. The email addresses of both parties are referred as follows:

1. **交稿形式/Delivery Format:**

电子文档。译稿应为word 格式，或者其他甲方指定的格式。

Electronic document. For translated documents, they will be prepared in the Word format or any other format as requested by Party A.

1. **质量确认/Quality Confirmation:**

甲方收到稿件后，应在（七个工作日内）确认稿件质量，否则视为稿件合格。

Party A shall confirm the quality of the translation within 7 business days after receiving the translated documents , otherwise the documents shall be deemed as qualified.

1. **付款方式/Payment:**

a) 甲方可以用现金、银行转账方式付款。

b)乙方在每月月初提供一份上月翻译费清单给甲方，甲方应在3个工作日内确认清单，乙方收到翻译清单确认后，应邮寄正式发票给甲方的指定人员。

c) 甲方收到发票后，应在十个工作日内，一次性付清款项。

a) Party A may pay in cash or bank transfer.

b) Party B shall provide a list of translations expenses for Party A at the beginning of each month and Party A should confirm the list within three working days. Party B shall then send an invoice to Party A by courier.

c) Party A shall pay off within ten business days after receiving the invoice.

1. **甲方权利与义务/Rights and obligations of Party A:**
2. 因翻译涉及的专业性较强，甲方应及时准确地向乙方提供翻译原稿、辅助说明及相关参考文档。

For the specialty of technical items, Party A shall provide accurate reference materials such as original translation, and auxiliary information in time.

1. 为保障乙方权益，甲方不得与乙方派出的工作人员发生直接的劳务雇佣关系（包括本项目结束后）。

To ensure the rights and interests of Party B, Party A should not make direct contact with the employees of Party B (also applicable to after the project ended).

1. 如甲方在乙方翻译过程中，如果非乙方过失，甲方要求终止翻译，乙方应及时提交已将翻译的部分文件给甲方，甲方需根据乙方的翻译进度，按乙方已经翻译的字数，以双方在本协议第三条规定的协定的单价计算翻译费给乙方。

Shall Party A need to stop translation during the translation, through no fault of Party B, Party B shall promptly provide the translated documents that have then been completed, and Party A shall pay Party B for the words having been translated with satisfactory qualities at the unit price stated in Clause III hereof.

1. 甲方对原稿内容负责，不得有违反国家相关法律、法规的内容。乙方对译稿的内容、用途以及使用译文所产生的后果不承担责任。

Party A shall be responsible for the original translation which shall not breach relevant laws and regulations. Party B shall bear no responsibilities for translation contents, usage, and outcomes caused by.

1. **乙方权利与义务 /Rights and Duties of Party B:**
2. 受甲方委托，乙方向甲方提供笔译翻译服务。

Entrusted by Party A, Party B provides translation service for Party A.

1. 乙方保证翻译稿件准确、通顺、得体。乙方应当保证译文的质量达到翻译行业公允的水平，如果乙方的翻译质量不能得到甲方的认可，乙方应根据甲方的要求修改稿件到甲方满意为止，乙方不得另行收费。.如对译文的翻译质量发生争议，双方应以协商方式解决。

The documents translated by Party B shall be accurate, fluent and concise. Party B promises to provide qualified translation work that meets the recognized quality in the industry. If the quality of translation fails to meet the approval of Party A, Party B shall modify the translated file until it meets Party A’s requirements, and no additional fees will be charged. Shall any dispute on quality would occur, both parties shall solve it with friendly negotiation.

1. 售后服务：收到译稿的一个月内，应甲方要求，乙方可对译稿进行修改、审校，不另行收取费用，但不包括甲方新增、修订的部分。

After service: Within a month after receiving payment form Party A, Party B shall provide free modification of the translated files as required by Party A. The newly-added and revised contents are excluded.

1. 保密义务：乙方应严格保密甲方提供的信息（包括但不限于技术信息商业的信息、商业秘密、法定单证、公司制度和程序）等以及译稿（统称机密信息）。对于甲方委托的翻译稿件中所涉及内容及相关信息，乙方应严格保密，乙方不得向任何第三方泄露稿件中任何内容及商业秘密（政府和国家机关规定的除外）。

Duty of Confidentiality: Party B shall keep any information provided by Party A (including but not limited to technical information, commercial information, business secrets, legal documents and company’s system and procedures) and the translated documents (collectively, ‘Confidential Information’), strictly confidential. Party B shall treat as strictly confidential all Confidential Information, which shall not be disclosed to any third party or individual (unless such disclosure is made by the state or government with administrative enforcement) by Party B.

1. 乙方所使用的全部资料、图形、图片等相关版权、Visual Identity 版权全部归甲方所有。应甲方要求，乙方应在整个项目结束后，将所有纸质文档全部归还于甲方，乙方应及时将所有相关电子文档及时进行彻底删除处理。如甲方无特殊说明， 乙方将备份译稿并在严格保密的前提下保存一年。

Party A has the copyright for all data, figures, pictures and VI used by Party B. Required by Party A, Party B shall return all paper documents to Party A after the project ends. Party B shall delete all relevant electronic documents. Without special instructions of Party A, Party B shall backup the translation and keep confidentiality one year.

1. **版权 /Copyright:**

协议双方一致同意所有甲方所有的文件的知识产权，包括但不限于版权，以及所有乙方提供的译稿、校对稿的知识产权包括但不限于版权，应甲方要求都属于甲方。未经甲方书面许可，乙方不得有任何违背甲方知识产权的文件处理和发布行为。

Both parties agree that the intellectual property rights, including but not limited to copyright, of all documents belong to Party A and the intellectual property rights, including but not limited to copyright, of all documents that are translated, proofread and sorted out by Party B as required by Party A belong to Party A. Without Party A’s written permission, Party B shall not dispose and transfer the documents or engage in any activity infringing Party A’s intellectual property rights.

1. **违约责任/Liability for Breach of Contract:**

按照本协议第五条，若乙方延迟交稿，每延迟一日，处以总费用百分之五的违约金。乙方同意，甲方有权从应付费用扣除此笔罚款。若甲方延迟付款，每延迟一日，处以总费用百分之五的违约金。

If Party B delays to deliver translated documents as prescribed in Clause V hereof, a penalty shall be charged at a rate of 5% of the total remuneration for each day of delay to Party A. Party B hereby agrees that Party A has the right to deduct such penalty from any amounts payable to Party B hereunder. If Party A delays to pay, a penalty shall be charged at a rate of 5% of the total remuneration for each day of delay to Party A.

1. **解决纠纷 /Settlement of Disputes:**
2. 若在执行本合同过程中发生争议，双方应协商解决，若协商不成，双方应将争议提交法院解决。

If there are disputes in connection with the performance hereof, they shall be settled by both parties through friendly negotiation; In case of failure of such negotiation, both parties shall submit the said disputes to the court.

1. 终止Termination

本协议可以在协议一方至少提前30日向另外一方提出书面终止通知后终止。

但如果上述终止是在乙方违背本协议第七条条款的情况下终止，则甲方有权终止单项翻译工作或者终止整个协议，并且无需向乙方发出任何事先通知。

This Agreement may be terminated by either Party giving written notice to the other Party at least 30 days in advance.

Notwithstanding the aforesaid, in the event that Party B breach of contract as stipulated in Clause XII hereof, Party A may unilaterally terminate either any translation work or the whole Agreement, at Party A’s option, without any advanced written notice to Party B.

1. 本合同一式二份，甲乙双方各执一份，授权人签字，盖章生效。（传真件与原件具有同等法律效力）

This agreement shall be held in two copies of the same form. Each party shall preserve one copy with equal legal effect. The agreement shall come into force as from the date when signed by authorized person. (The fax copy has the equal legal effect with the original copy)

1. 本协议以中文和英文两种语言表述，以英文为准，中文仅为参考。

This Agreement is made in Chinese and English version, the English version shall prevail, the Chinese version shall be as a reference.

甲方：Party A:  乙方：Party B:

签署日期：Date: 签署日期：Date: