

翻译业务委托协议书

CA 2002 37

Interpretation Service Agreement

合同号: 合 (20)

Contract Number:

甲方/Party A: CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

通讯地址/Address: Golden Shell Pavilion, Roxas Blvd. corner Sen. Gil Puyat Avenue
Pasay City, Metro Manila 1300 Philippines

联系电话/Telephone: +632 88312201

乙方/ Party B: 上海外服 (集团) 有限公司 翻译中心

Shanghai Foreign Service Co., Ltd., Interpretation and Translation Center

通讯地址/Address: 上海市曲阳路1000号外服大厦15楼 (200437)

15F, 1000 Quyang Road, Shanghai 200437

联系电话/Telephone: +8621 62778990

甲乙双方本着诚实、信用和自愿的原则, 经协商, 就甲方委托乙方提供翻译人员事宜达成如下协议, 共同遵照执行:

Both Party A and B, in the principles of honesty, faith and voluntary participation, reach the following agreements through consultation regarding that Party B provides Party A with interpreters, which shall be binding upon both parties:

一、服务要求

Article 1 Service Requirements

甲方委托乙方提供 4名驻场英语翻译人员在2020年11月5日-10日从事翻译工作, 甲方应为翻译人员提供必要的工作条件。

具体工作描述: 进博会中英展台翻译 (地点: 国家会展中心)

地址/Address: 上海市曲阳路 1000 号外服大厦 15 楼 (200437) / 15F FSG Mansion, 1000 Quyang Rd.
电话/Tel: (86-21)-62778990 传真/Fax: (86-21)-62273663 网址/Web: www.fsg.com.cn learn.efesco.com

Party B upon Party A's request shall provide Party A with 4 onsite English interpreters engaged in interpretation work within the period from Nov. 5-10, 2020. Party A shall provide necessary work conditions for the interpreters.

Job Description: ONSITE INTERPRETATION SERVICES FOR THE PHILIPPINE PARTICIPATION IN CHINA INTERNATIONAL IMPORT EXPO (CIIE) 2020

二、翻译服务费用

Article 2 Service Charges

甲方按照翻译人员一天（8小时以内）88美元的价格支付乙方翻译费用；以上翻译工作不满4小时（4小时集中在上午或下午）按半天计算；超过4小时不满8小时按一天计算；超过一天（8小时）工作后，按每小时16.5美元；超过约定时间的翻译费用，不足半小时的部分按0.5小时计算，超过半小时不足1小时的部分按1小时计算。

预计工作时间：2020年11月5-10日 9:00-17:00

预计工作费用：2112美元（大写：贰仟壹佰壹拾贰美元）

提供的翻译人员应做好出勤记录并需经甲方签字确认，实际工作时间和费用依“出勤记录表”为准。

Party A agrees to pay Party B for the interpretation service rendered at the rate of 88 USD per day for each person (9:00 ~ 17:00). There will be an additional charge of 16.5 USD per hour for the time beyond stipulated working hours. ~~Accommodation, Food, Travel Cost will be borne separately by Party A (reimbursed according to the actual expense)~~
A half-day shall be calculated for interpretation work less than 4 hours (all before noon or after noon) while a full day shall be calculated for interpretation work more than 4 hours but less than 8 hours.

Estimated Work time: Nov. 5-10, 2020 9:00-17:00

Estimated Amount: 2112 USD (TWO THOUSAND ONE HUNDRED AND TWELVE ONLY IN WORDS)

Actual work time and charges will be based on the Attendance Record.

三、付款方式

Article 3 Payment

地址/Address: 上海市曲阳路 1000 号外服大厦 15 楼 (200437) / 15F FSG Mansion, 1000 Quyang Rd.
电话/Tel: (86-21)-62778990 传真/Fax: (86-21)-62273663 网址/Web: www.fsg.com.cn learn.efesco.com

- 1、甲方应在本协议生效后的10个工作日内向乙方支付本协议约定的预计工作费用，即 **2112美元 (大写：贰仟壹佰壹拾贰美元)**。若后续发生其他额外翻译费用，甲乙双方应及时根据“出勤记录表”确认具体金额，甲方应在确认后的5个工作日内完成付款。乙方银行账号信息如下：

| | |
|------------|-------------------|
| 账户名 | 上海外服 (集团) 有限公司 |
| 账号 | 36510188000098482 |
| 开户银行 | 中国光大银行上海市分行营业部 |
| 银行地址 | 中国上海中山东一路 29 号 |
| Swift Code | EVERCNBJSH1 |
| CNAPS Code | 303290000510 |

1. Party A shall make full payment of the service charges, i.e. **2112 USD (TWO THOUSAND ONE HUNDRED AND TWELVE ONLY IN WORDS)** to Party B within 10 business days since the effectiveness of the Agreement. In the event of additional working hours, both parties shall confirm the additional service charges based on the Attendance Record, and Party A shall make payment within 5 business days since the confirm. Bank info of Party B:

| | |
|--------------|--|
| Account Name | Shanghai Foreign Service (Group) Co., Ltd. |
| Account No. | 36510188000098482 |
| Deposit Bank | China Everbright Bank, Shanghai Branch |
| Bank Address | No. 29, Zhongshandongyi Rd, Shanghai, PRC. |
| Swift Code | EVERCNBJSH1 |
| CNAPS Code | 303290000510 |

- 2、甲方逾期付款，除应足额支付外，还应自付款之日起，至实际支付之日止，每日支付应付款金额的1%的滞纳金给乙方。

2. In case of delay of the payment, Party A shall make up in full, and in addition, it shall pay 1% of the due amount per day as late fee since the due date of payment till the actual date of payment.

四、为保证翻译工作的顺利进行，乙方应为甲方提供合适的翻译人选，甲方可通过面试等方式挑选翻译人员。一经选定，除有突发事件，原则上不予变更。

Article 4

To ensure the smooth progress of interpretation service, Party B should provide Party A with qualified candidates for selection through face-to-face interview and other methods. Selection once made shall not be changed except for unforeseen circumstance.

五、乙方应保证翻译人员严格遵守中华人民共和国的法律、法规和其他规定，在同甲方商定的服务范围和服务时间内坚守岗位，积极努力做好本职工作。甲方应保证翻译人员的人身安全，如发生意外，将由过错方承担责任；如由第三方造成侵害的或无明显过错方时，由甲方先予赔偿。

Article 5

Party B shall ensure that, the interpreters will strictly abide by the laws, regulations and other provisions of the People's Republic of China, stick to their positions within the service scope and service time which are stipulated through consultation with Party A and appropriately perform their duties in an active manner. Party A shall be responsible for the personal safety of the interpreters. In case of any accident, the breaching party shall assume liability; if such accident is caused by a third party or neither party is at fault, Party A shall make compensation first.

六、若乙方提供的翻译人员的工作表现不能达到协议的要求，经调查情况属实后，甲方有权要求乙方更换人员。

Article 6

If the performance of the interpreters provide by Party B is not up to the requirements stipulated by the Agreement, which is proved through investigation, Party A is entitled to request replacement.

七、甲乙双方发送涉及各方权利义务的通知，应当采用书面形式。如双方另有约定的，应当采用约定的形式。

Article 7

All communications in regarding to the rights and duties of both Party A and Party B should be made in writing. If the parties have agreed upon any other form of communication, such form shall prevail.

八、违约条款

Article 8 Breach

甲乙双方均应诚信遵守和履行本协议之规定，如任何一方未能遵守和履行其承诺、

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保证和义务（包括但不限于双方擅自终止本协议等），则视为违约，违约方应向守约方支付总翻译服务费用 20% 的违约金，并赔偿对方因此所遭受的一切损失。

Both parties should honor and perform the Agreement in a faithful manner. In case either party violates or fails to fulfill its commitment, guarantee and duty, the Agreement is regarded as breached. The breaching party shall pay 20% of total amount of the service charges to the non-breaching party as penalty, and make full compensation for all losses suffered by the non-breaching party.

九、协议的终止

Article 9 Termination

当甲方拖欠乙方的服务费超过一个月时，乙方有权暂停提供翻译服务，并保留催款的权利，直至甲方付清该拖欠款项，同时乙方有权解除本协议。

If Party A is in arrears of the service charges payable to Party B for more than a month, Party B shall have the right to stop interpretation service and reserves the right to dun till Party A settle all outstanding payment. Meanwhile Party B shall have the right to terminate this Agreement.

十、其他

Article 10 Miscellaneous

1、当该协议与中华人民共和国的任何法律法规有冲突时，以中华人民共和国的法律法规为准。

1. In case of any conflict between this Agreement and any law of the PRC, the law of the PRC shall prevail.

2、甲乙双方均受本协议的约束。当出现本协议未尽事宜，或在履行过程中出现歧义，双方可协商解决。协商不成，向上海仲裁委员会申请仲裁。

2. This Agreement shall be binding upon both parties. In case of any unsettled matter of this Agreement or any dispute during the performance of this Agreement, both parties shall try to resolve through consultation, failing which the case will be submitted to Shanghai Arbitration Committee for arbitration.

十一. 协议文本

Article II Agreement Text

1. 本协议自双方签订之日起正式生效, 至甲乙双方履行完毕各自所应承担的权利和义务时终止。

1. This Agreement shall come into effect upon signing of both parties and shall continue to be effective till both parties complete their performance of the rights and duties hereunder

2. 本协议一式两份, 甲乙双方各执一份, 双方所执文件具有同等的法律效力。

2. This Agreement shall be executed in duplicate and each party holds one with the same legal effect

3. 本协议以中英文书就, 若两种版本之间出现分歧, 则以中文版本为准。

3. This Agreement is made in both Chinese and English; in the event of any divergence between the two versions, Chinese version shall prevail

甲方: CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

Party A: CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

授权代表 Authorized representative:  PAULINA SU (SU) JUAN, Executive Director

签订日期 Date:

签订地点 Place: 中国上海 Shanghai, China

乙方: 上海外服(集团)有限公司 翻译中心

Party B: Shanghai Foreign Service Co., Ltd. Interpretation and Translation Center

授权代表 Authorized representative:

签订日期 Date: 2020.11.4

签订地点 Place: 中国上海 Shanghai, China

Signed in the presence of:

MA. LOURDES D. MEDIRAN
MA. LOURDES D. MEDIRAN
Deputy Executive Director

ROWENA D. MENDOZA
ROWENA D. MENDOZA
OIC-DM, Operations Group

MALERNA C. BOYAO
MALERNA C. BOYAO
Chief, Controllership Division
(Availability of Funds)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF PASAY

§ 55

NOV 05 2020

BEFORE ME, a Notary Public for and in the City of Pasay, on this _____ day
_____ of personally appeared the following:

| Name | Competent Evidence | Issued at/on of Identity |
|--|--------------------|-----------------------------|
| PAULINA SUACO-JUAN Shanghai Foreign Service Co., Ltd. Interpretation and Translation Center | _____ | _____ |

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of SEVEN (7) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL on the place and date first written above.

MA. CLEOFE L. JAIME
MA. CLEOFE L. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
COMMISSION NO. 20-04
POLL NO. 27802

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Series of 2020

PTR NO. PC 7017532-PASAY CIT 7-1/6/2020
IDP NO. AR30761562-Q.O.V/E/2021
MCLE COMPL. NO. VI-002231
ISSUED ON SEPTEMBER 13, 2018
ADDRESS-STALL #1 UNIT 54 ARNAIZ AVENUE, PASAY CITY, M.M