

Translation Industry Cooperation Agreement

TRANSLATION

2023

AHTI-PROFORD-SZOFT

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ACKNOWLEDGEMENTS

We owe a debt of gratitude to the [Association of Finnish Translation Companies Suomen käännöstoimistojen liito – SKTOL](#), and its President, Erik Miller and all colleagues at AHTI, Proford and SZOFT who contributed to the birth of this agreement through valuable thoughts and observations.

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PREAMBLE

The objective of this document prepared jointly by the Association of Hungarian Translators and Interpreters (AHTI) and the Association of Professional Translation Service Providers (Proford) and the Association of Freelance Translators and Interpreters, Hungary (SZOFT) is to set out the core principles of business cooperation between Translation Service Providers and their subcontractors (Translators and Revisers).

AHTI, Proford and SZOFT have recognised the need to create professional and business regulations that are based on mutual consent; and promote efficient, forward-thinking and professional cooperation between Language Service Providers and representatives of the translation industry, and which also provide a point of reference with respect to the terms of cooperation; quality, technical and other resources, as well as the practical implementation of fee-related requirements.

To date, no other agreement has been signed in Hungary based on the mutual agreement of both sides that would take the values and interests of the market's demand and supply side into consideration. This Agreement aims to set clear and feasible rules for all stakeholders.

It is no coincidence, therefore, that the lack of consensus in basic professional matters has spurred tension between the parties on many occasions. These rules have been created jointly by Language Service Providers and their subcontractors (Translators and Revisers having professional qualifications and/or the appropriate expertise), with their mutual consent, regarding each other as equal professional partners. Both sides accept the basic principles set out in this Agreement, the adherence to which the parties can mutually expect from one another in the future.

The requirements and recommendations set out in this document are primarily aimed at representatives of the translation industry and players of the translation market, i.e. Language Service Providers and Translator and Reviser professionals; at the same time, however, we also anticipate interest from educational institutions providing translation and interpreting courses and from end users on the demand side.

This document concerns translation and revision only. Interpreting is covered by a separate agreement.

1. Definition of Terms

1.1. Language Service Provider

An organisation that provides translation, interpreting and associated services.

1.2. Translator (Specialised Translator)

A person possessing the (professional) qualifications and the necessary (professional) expertise required by the currently effective laws.

1.3. Reviser/Editor

A person performing the task specified in section 1.7.

1.4. Source Language

The language of the text serving as the basis of translation and revision.

1.5. Target Language

The language into which the source language text is translated.

1.6. Translation

Translation refers to services the outcome of which is the rendering of a source language text recorded on an electronic data storage device or on paper into a target language text recorded on an electronic data storage device or on paper.

1.7. Revision/Editing

Revision/editing refers to services whereby a translation made by the Translator is checked by a Reviser to ensure it meets the requirements of the specific language as it is used today. This includes verifying spelling, grammar, language accuracy and style, content consistency as well as checking the specialized terminology used in the translation based on the terminology of the given domain. Depending on the type and intended use of the text and the client's preferences, linguistic and domain focused revision may be carried out by a different person. The revision is performed by a full comparison of the source and target texts.

1.8. Target Language Review

Linguistic and/or domain focused verification of the target language text without full comparison of the source and target texts.

1.9. Computerised Quality Assurance (QA)

A software tool is used to check the translation and identify any errors that can be detected by the tool.

1.10. Machine Translation

Machine translation is an automatic translation process in which the source language text is translated into the target language by means of computer software.

1.11. Post-Editing of Machine Translation

Post-editing and correction of machine translation output, and retranslation, if needed There is a difference between 'light' and 'full' post-editing: in the first case, the client primarily needs an intelligible text, while in the other case, linguistic, stylistic and client-defined content requirements are also to be met.

1.12. Computer-Assisted Translation (CAT) Tool

CAT tools enable the Language Service Provider to create translation memories and terminology databases per client and/or per subject, and to use the reference documents provided as memories during translation. CAT tools allow Language Service Providers to coordinate the work of multiple translators online, in real time, so that the entire translation project can be coordinated through the online interface.

1.12.1. Translation Memory (TM)

A translation memory built up with a CAT tool consists of segment pairs. During the translation/revision process, the software alerts the user of any matches between the source language text and the translation memory in use; as a result, the Language Service Provider can ensure that recurring texts are translated consistently.

1.12.2. Term Base (TB)

The term base created with the CAT tool functions as a smart dictionary, and enables the user not only to record word pairs, but also to add information in connection with the use of the specific term, such as definition, context-related use, forbidden terms, etc. The CAT tool alerts the user of any matches between the source language text and the term base in use.

1.12.3. Alignment

If the client provides the Language Service Provider with previous translations together with the corresponding source language documents, the Language Service Provider can align them using the CAT tool and use them later as translation memories.

1.12.4. Repetition

Repetition refers to a statistical match between the sentences (segments). Therefore, a word occurring more than once in a text does not in itself qualify as repetition.

1.13. Translation Quality

1.13.1. Revised Translations (T+E)

The revised translation is correct in terms of its spelling, punctuation, grammar, language use and style, and its content corresponds to that of the source language text. Obviously, even revised translations can be modified further, but the purpose of such modifications is not to correct errors but to tailor the text to individual expectations.

1.13.2. Translations Fit for Revision (T-only)

The translation must not contain any content related or linguistic errors, misinterpretations or omissions. Such translations do not require sentence-level modifications to the text; the text

can be perfected through minor changes, primarily at the level of words.

1.13.3. Translations of Unacceptable Quality

The quality of a translation will be deemed unacceptable if corrections to its language use and substance, as well as sentence-level changes are needed to make it acceptable. Likewise, the quality of a translation will be unacceptable if the Translator/Reviser or Language Service Provider failed to use the terminology and reference materials provided by the Client appropriately or did not adhere to the translation guidelines.

1.14 Certified Translation

Unless otherwise stipulated by law, certified translation, translation certification or a certified foreign-language copy may only be made by the Hungarian Office for Translation and Attestation Ltd. (Decree No. 24/1986 of the Council of Ministers (26 June) on Technical Translation and Interpreting, Section 5)

Linguists with specialised translator or specialised translator-reviser/editor qualifications are also entitled to make certified translations of extracts from the company register, data to be entered in the company register and company documents to any official language of the European Union, according to the company's choice. (Decree No. 24/1986 of the Council of Ministers (26 June) on Technical Translation and Interpreting, Section 6/A) Pursuant to Chapter III, Article 6(2) of Regulation (EU) 2016/1191 of the European Parliament and of the Council of 6 June 2016 on promoting the free movement of citizens by simplifying the requirements for presenting certain public documents in the EU and amending Regulation (EU) No 1024/2012, a certified translation carried out by a person qualified to do so under the law of a Member State shall be accepted in all Member States.

2. Terms of Cooperation

2.1. Framework Agreement and Individual Orders

It is recommended that the provisions concerning the legal relationship of the Language Service Provider and Translators/Revisers are laid down in master service agreements at the beginning of the cooperation, and these agreements are reviewed from time to time. In all respects, this relationship builds on the general principles of mutual cooperation and the exercising of rights in good faith. Due to the intertwining of the business interests of the Language Service Provider and Translators/Revisers and the typically multi-year duration of the cooperation, greater emphasis is placed on these aspects than would otherwise be typical in legal relationships under the Civil Code. For the sake of foreseeability, it is recommended that the Language Service Provider and the Translator/Reviser set a standard rate in advance for each language combination, and determine the cases of potential deviation from these (e.g. surcharge for urgency or very specialised text, text with legibility issues, text requiring substantial preparation or postformatting that is not directly processable with CAT tools etc.) and the normal daily volume.

Before work on individual orders is commenced, it is recommended to send a written Purchase Order to the Translator/Reviser with respect to each project, which contains the details of the specific assignment on the basis of the master agreement, and will serve as a basis for invoicing. As regards its legal effect, a verbal agreement is equivalent to a written one, however, for the

sake of verifiability, it is recommended to write down the terms of the assignment.

Invoicing schedule and frequency depends on the agreement between the parties (e.g. monthly summary) – taking legal regulations into consideration. Once the Translator/Reviser has confirmed the assignment and the acceptance of the written Purchase Order, the work shall be considered as having been ordered, and the terms and conditions of the assignment agreed upon (exact deadline, delivery format, scheduling, reference materials, compulsory QA check, CAT exports to be delivered to the client) may not be disputed. Any subsequent modifications to the terms and conditions (delivery deadline, volume to be translated, etc.) by either party could impact the financial terms and conditions of the agreement, in which case a new written Purchase Order is to be issued. In case of a lapse of interest on the Language Service Provider's side due to changes on the Translator/Reviser's side (e.g. late delivery), the Language Service Provider shall be entitled to cancel the specific order.

The written Purchase Order shall include the following:

- date of order,
- deadline of delivery, partial deliveries,
- description of the assignment (language pair, task, topic, etc.),
- terms of payment (unit of payment, weighting, price),
- mode of delivery (format, file type, file name),
- formal and technical instructions and client-specific language requirements,
- file(s) to be translated/revised, as an attachment or in the form of hyperlink(s),
- supplementary material, TMs and TBs, as an attachment or in the form of hyperlink(s).

The Language Service Provider should inform the Translator of all project stages and the Translator's role in the process.

2.2. No Subcontracting

Unless otherwise agreed upon by the parties, the agreement shall refer to the assignment being carried out by the Translator/Reviser personally, without any subcontracting. Subcontracting the assignment undertaken without the knowledge and consent of the Language Service Provider shall be considered a breach of contract and carry the necessary legal consequences, regardless of the final quality of the service delivered.

2.3. Non-Disclosure and Non-Competition

Typically, the written framework contract/written agreement contains non-disclosure and non-competition provisions binding upon the Translator/Reviser.

2.3.1. Non-Disclosure

When determining the expected level of confidentiality, it shall be taken into account that, as a mediated service provider, the Translator/Reviser has limited knowledge concerning the business interests and risks of the Language Service Provider and its clients. For this reason, the Translator/Reviser shall also proceed with due care in this respect during the performance of the agreement, fully aware that the translation activity carries multiple risks with respect to confidentiality (confidential information of the Language Service Provider's client learned from the translatable documents, the business relationship between the Language Service Provider and its client, workflows, resources and prices of the Language Service Provider, etc.). Based on the general requirements of clients ordering the translation services, in the context of

confidentiality the Translator/Reviser may be reasonably required to delete from their computers all materials pertaining to the assignment after delivery has been completed. It may also be justified to prohibit the complete or partial copying of the source text into online tools, since the operator of the online tool may, in certain cases, acquire ownership of such content. The Translator/Reviser shall also make sure not to disclose any information regarding their work in personal communications or in online media that enable the identification of the Language Service Provider, its client and/or the content of the assignment.

2.3.2. Data Protection

All participants of the translation process shall comply with the effective domestic and EU data protection laws, as amended from time to time, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).

In compliance with the data protection agreement made between them, the parties shall ensure a procedure for the processing of personal data, which enables them to retrieve and delete them from their own storage, as necessary.

This applies, in particular, to the management of translation memories, and the personal data contained in them, including information stored in meta data.

Each party shall restrict personal data processing to the volume any type indispensably required for the completion of the work.

2.3.3. Non-Competition

The business contacts of the Language Service Provider are protected by a non-competition obligation in relation to those clients from whom Translator/Reviser has not had any previous direct work orders for translation/revision services. This obligation applies provided that the Translator/Reviser is aware of the identity of the Language Service Provider's client. It may be stipulated as a minimum requirement that the Translator/Reviser may not undertake any direct assignments from the client without the Language Service Provider's knowledge and consent, and may not contact the client directly with any business propositions for the same services. When working on an assignment, the Translator/Reviser may not establish contact with the Language Service Provider's client without the Language Service Provider's involvement.

The duration of the confidentiality requirement is to be agreed between the parties, but generally it is restricted to 2 years from the last relevant assignment.

2.4. Certification of Professional Experience, References

The Language Service Provider is entitled to request any information concerning the professional experience and project history of the Translator/Reviser which it deems necessary in order to assess and verify the Translator/Reviser's qualifications, competence, experience and service quality, provided that it does not violate any confidentiality obligation. The Language Service Provider shall use the data requested (documents certifying academic qualifications, CV, list of references, etc.) exclusively for this purpose, and may not use such documents to secure other assignments in the performance of which it has no intention of involving the Translator/Reviser or of which the Translator/Reviser is unaware. If it wishes to

send such documents to its clients, it shall obtain, in each individual case, consent from the Translator/Reviser, and provide information to the latter on the potential business opportunity.

Without the prior written consent of the Language Service Provider, the Translator/Reviser may not indicate the work completed for the former on its list of references so that the business relationship between the given Language Service Provider and its client becomes apparent. In order to indicate as reference the work performed for the Language Service Provider, the Translator/Reviser must request consent from the Language Service Provider; granting of the consent may not be denied without well-substantiated and justified reasons. If the Language Service Provider provides reference, it shall — at request — also provide contact details for persons from whom further information may be requested concerning the work of the Translator.

Language Service Providers should endeavour to make the exchange of references an established practice in the Hungarian language services market, and to support Translators/Revisers providing quality work by making such factual and specific information available.

2.5. Test Translations

The Language Service Provider may request a test translation, which can be free of charge or paid, as agreed by the parties. If the test translation is free of charge, the Language Service Provider may not sell the translation thus received. The Language Service Provider is required to send feedback on the test translation.

3. Quality

3.1. Mutual Requirements of the Language Service Provider and the Translator/Reviser

It is the common interest of both the Language Service Provider and the Translator/Reviser to carry out assignments of high quality that meet both the general language and translation criteria and the specific requirements agreed upon with the End User (Client). The Language Service Provider is responsible for negotiating a realistic performance deadline with its client. Furthermore, if the volume and/or the urgency of the translation makes it necessary to involve several Translators and/or Revisers, the Language Service Provider is required to inform its client of the potential quality impacts of such a workflow.

3.2. Duties and Responsibilities of the Language Service Provider and the Translator/Reviser

In order to achieve the objective defined in section 3.1, the Language Service Provider shall transfer to the Translator/Reviser, along with the job assignment, all the available information (the objective of the translation, target group, special usage, style guide, client-specific terminology, local conventions, formatting requirements, references, antecedents, etc.) needed for his work. Furthermore, the Language Service Provider shall provide all assistance, consultation opportunities and technical support to enable the Translator/Reviser to complete the order in the best possible quality.

The Translator/Reviser shall be responsible for carrying out their assignment in accordance with the requirements listed above. The requirements referring to the Translator/Reviser's work are detailed in section 3.4 (Quality Requirements).

If the Language Service Provider requests the Translator to translate the document in question using a CAT tool and provides them with TMs and TBs, the Translator shall not be liable for the mistakes deriving from the errors of the TMs and TBs received. Nevertheless, upon finding errors in the Translation Memories and Terminology Databases received, the Translator shall inform the Language Service Provider.

Provided that the other conditions are met, the Language Service Provider will only progress to the next work stage once the Translator/Reviser has delivered the material as requested.

The Language Service Provider strives to return the revised translation to the Translator, and if the workflow allows for it, ensure the Translator the possibility to make comments.

3.3. Conditions and Details of Job Assignments

The Language Service Provider shall send to the Translator, by electronic means, a written Purchase Order (PO) containing the document to be translated/revised. In exceptional cases, the Purchase Order may be sent in hard copy, via post/by courier service. The content of the written Purchase Order is specified in section 2.1.

Upon receipt of the Purchase Order, the Translator/Reviser shall confirm in writing the understanding of its contents and acceptance thereof. Thereafter, all parts of the Purchase Order shall be deemed accepted.

If there are any obstacles to the fulfilment of any of the above-mentioned requirements or they are contrary to the general principles of translation (e.g. orthography), the Translator/Reviser shall be responsible for informing the Language Service Provider thereof in writing before confirming the Purchase Order. If the Language Service Provider, either upon request of the End User (Client) or at its own decision, insists on compliance with the requirement questioned by the Translator/Reviser in writing, the Translator/Reviser shall not be liable for the quality complaints deriving from it. The Translator/Reviser may decide not to accept the assignment due to the problematic requirement and shall inform the Language Service Provider thereof in writing. If the Translator/Reviser accepts the assignment and confirms the Purchase Order, they are obliged to complete the job in accordance with the requirements laid down in the confirmed Purchase Order and deliver it by the specified deadline.

The Language Service Provider and the Translator/Reviser shall come to an agreement on the specific requirements raised by the Client following the commencement of the work, taking into account the length of the document to be translated and the time remaining until delivery.

3.4. Quality Requirements

3.4.1. Translation:

The Translator shall make every effort to translate the source text into the target language ensuring the conformity of the translated text with the rules of the target language and the instructions received in the course of the assignment. During translation, the Translator shall conform to and apply coherently the terminology of the given field and that required by the Client; furthermore, they shall also conform to the grammatical accuracy, orthography, punctuation, typography, coherent terminology use, the correct translation of addresses and numbers, style, formatting requirements, and consider the target group, the locale, and objective of the translation. After translation, the Translator shall revise their work based on the above-mentioned criteria. If the translation task requires additional editing, copying work or other extra work from the Translator, this must be considered when the price is determined.

3.4.2. Revision:

The Reviser shall be a person different from the Translator. Revision means comparing the source text with its translation into the target text, taking into account the use of the prescribed terminology, consistent terminology use, completeness, spelling, style, and the translation's suitability for the given objective.

The Client may also request either only linguistic or only domain focused revision, which can significantly affect the quality of translation as defined in section 1.13.

3.4.3. Target Language Review:

The task of the target linguistic reviewer is to check whether the translation satisfies the given objective and whether it complies with the requirements of the technical field, style, grammar and terminology. In this form of revision, the linguistic reviewer shall not be liable for potential deviations from the source language.

Regarding quality requirements, the Hungarian standard ISO 17100 shall apply.

3.4.4. Post-Editing of Machine Translation (MTPE):

The language professional who completes machine translation post-editing has to check whether the text translated to the target language with machine-translation technology complies with the rules of the target language and the client's instructions.

3.5. Complaint Management

Quality complaints received from the end user (the Language Service Provider's Client) shall first be examined by the Language Service Provider in all cases. This inquiry shall establish the following:

- type of the reported error (grammar, style, content, formatting, lack of compliance with client-specific requirements),
- severity of the reported error (cosmetic, medium, major),
- number of actual errors,
- the distribution of liability between the Translator and the Reviser,
- duties and liability of the person performing the last check.

The Language Service Provider may involve the Translator, the Reviser, its internal quality assurance experts and/or an independent language expert in the examination of the above. The Language Service Provider shall send the detailed report of the first inquiry into the quality complaint to the Translator/Reviser, requesting their feedback and opinion on the criticised points. The Translator/Reviser shall form their opinion about the quality complaint on professional grounds and send it in writing to the Language Service Provider. Based on the reply, the Language Service Provider shall decide on the measures to be taken (explaining the professional arguments to the Client, correction, price reduction, etc.).

The Translator/Reviser is obliged to correct the proven errors without compensation if such errors clearly fall within his scope of liability.

If a medium or major quality complaint is proven to derive from a mistake committed by the Translator/Reviser and it causes financial loss to the Language Service Provider, the latter is entitled to pass on the loss, in part or in full, to the Translator/Reviser. In the event of a dispute,

the justification for this must be determined in a way that is fair to both parties, with the assistance of an independent third party, who is a translator or editor working in the same language pair and field.

In disputed cases, any of the parties involved in the translation process may initiate the setting up of an ad hoc professional ethics committee by the professional translation associations in order to formulate an objective professional opinion on the case.

4. Technical Background and Resources

The Language Service Provider may select the format in which the document is sent to the Translator and the format in which the Translator/Reviser is expected to deliver it. The Translator/Reviser shall consider whether they can manage the format specified by the Language Service Provider and deliver the translated document in the specified format. If any format-related problem arises, the Translator/Reviser shall inform the Language Service Provider so that they can find a solution together.

4.1. Computer-Assisted Translation Tools (CAT tools)

Language Service Providers may prescribe:

- the use of a CAT tool for the translation,
- the delivery of the translation in a format compatible with the specified CAT tool,
- the use of translation memory/memories and terminology integrated into the CAT tool, sources of information and other resources,
- the use of quality assurance tools.

The Translator/Reviser shall inform the Language Service Provider if they are unable to meet any of the above criteria.

The Translator/Reviser shall ensure the correct format of the delivered translation, its conformity with the translation memory and terminology, and with the information sources and other resources.

If the Language Service Provider and the Translator/Reviser have agreed on payment based on weighted word/keystroke count, it must be determined in the agreement, which party's tool will be the basis of the volume calculation.

If the Translator/Reviser detects a technical problem (e.g. wrong segmentation, wrong characters, missing parts in the text, etc.) during translation, they shall inform the Language Service Provider thereof with a view to consulting on the measures to be taken.

If the Language Service Provider does not prescribe the use of a CAT tool for the translation, the Translator is still free to use a CAT tool provided that it does not pose any quality or data protection risks; otherwise the Translator is required to consult the Language Service Provider.

4.2. Use of Machine Translation (MT) solutions

4.2.1. MT use by the Language Service Provider

The Language Service Provider can have a computer-assisted translation tool or content management tool which allows for the integrated use of one or more machine translation service(s). If this is the case, the Language Service Provider assumes responsibility to ensure that the solution complies with the relevant non-disclosure and data protection regulations, as well as the relevant requirements set by the end client.

In such a case, (assuming the use of a CAT tool) the two main ways to use machine translation are:

- Pretranslation of source text in whole or in part, in which case the pretranslated parts require post-editing.
- There is no pretranslation, but the standard list of matches rendered by the CAT tool also contains machine-translated segments, and partial matches are completed using machine-translation solutions. In such cases, the Translator can decide if they make use of the machine translation output.

4.2.2. MT use by the Translator

In the absence of a machine translation solution used by the Language Service Provider, there are other options available to the Translator (unless prohibited by the agreement made between the Translator and the Language Service Provider):

- Machine translation service integrated in the CAT tool on the Translator's side, e.g. with own subscription
- Free or fee-based machine-translation services accessible online, on a web-based interface

If the Translator uses such machine translation service that has not been provided by the Language Service Provider, they are required to ensure compliance with the non-disclosure and data protection requirements set out in the agreement made between the parties. Particular attention should be paid to the fact that some MT providers and services may store, process and use the content generated during the translation process for the further development of their services, which may violate the agreement between the Translator and the Language Service Provider.

Furthermore, the Translator is responsible for creating a translation that meets the quality standards agreed with the Language Service Provider, regardless of the type of efficiency enhancement tools they use.

4.3. Technological Requirements of the Assignment

The agreement between the Language Service Provider and the Translator/Reviser shall cover the IT tools needed for the translation.

If the Translator/Reviser does not have the required or appropriate CAT tool, the Language Service Provider may provide them with the tool or access thereto. If the Translator/Reviser does not have the appropriate tools, they shall inform the Language Service Provider thereof without delay.

If the Language Service Provider requires the Translator/Reviser to use a tool that is unknown to them, the Language Service Provider should provide appropriate training material or organise training about the use of the specific tool.

The Translator/Reviser undertakes to make a backup copy of the translation in a suitable form at least once a day, which can be used to recover lost parts if needed.

The translated texts are usually protected by confidentiality obligation, which is included in the agreement between the Language Service Provider and the Translator/Reviser. The Translator/Reviser shall guarantee the protection of confidential data stored in his computer by using the appropriate protection tools and software.

The Language Service Provider and the Translator/Reviser shall guarantee a reasonable level of protection of his computer and communication tools against viruses and other malware. If the Language Service Provider provides a mobile CAT licence to the Translator/Reviser for use on its own server, on its part, it must ensure the communication and hardware requirements, as well as the updates necessary for undisturbed operation.

If the Translator/Reviser detects an error in the functioning of or access to the tools used by them, they shall inform the Language Service Provider immediately. The Language Service Provider shall solve the problem without delay and shall promptly inform the Translator/Reviser thereof in order to ensure the smooth continuation of his work. The Translator shall not be liable for any delay deriving from such problems.

4.4. Copyright

Any copyright created through the Translator/Reviser's work (e.g. the translation of literary, academic texts) shall be treated in accordance with the effective laws. In particular, special attention shall be given to the fact that the utilisation and property rights created will only transfer to the Language Service Provider/the client once the service fee is settled.

5. Payment

5.1. Capacity, Expected Daily Output

Based on professional experience, the expected daily output in weighted source language words for a workday of 8 hours is 2,000 to 3,000 words for Translators and 4,000 to 6,000 words for Revisers, provided that the text belongs to the particular linguist's areas of expertise, and is of average difficulty. In the case of translation without a CAT tool (e.g. non-editable .pdf files, the expected daily output is 1,500-2,000 words. Obviously, there are individual differences, but even in consideration of such differences, the time generally required for completing a job can be determined based on the above quantities.

It is a professional requirement for Translators/Revisers to provide the most accurate information about the quantity of translation or revision they can responsibly undertake in general or in the case of a specific job, with consideration to their other assignments.

The Language Service Provider shall not require the Translator to complete volumes which are deemed unreasonable from any aspect of the assignment, and the Translator/Reviser shall not accept unfeasible quantities either.

5.2. Settlement

Before undertaking the job, the Translator/Reviser shall clearly specify on the basis of payment (source or target language, words/weighted words/keystrokes/characters/hours etc.) with the Language Service Provider. Since the Language Service Provider relies on a budget fixed during negotiations with the Client, it should reasonably use the same basis with the Translator/Reviser in determining the unit of payment.

The Translator/Reviser can charge minimum fees for small-volume assignments based on specific agreements or pursuant to the framework agreement; the Language Service Provider is not generally obliged to pay such fees.

If a CAT tool is used, the Language Service Provider is entitled to apply the so-called weighted

discount granted to the Client to the payment of the Translator/Reviser. This shall form a part of the price agreement in all cases, and the Language Service Provider shall indicate the applied weighting in detail in the job assignment. Compensation for 100% and 101% matches found in the translation memory or other supplementary material will not be paid provided that the Translator/Reviser receives the material properly prepared, i.e., the parts not requiring checking or modification are clearly indicated (e.g. as segments not editable in the CAT tool), and locked segments are not to be checked. For sections coming from the TM, the already existing terminology has to be considered. If reviewing 100% and 101% matches found in the translation memory is a part of the assignment; the weighting of such parts shall be determined based on the properties of the specific job, in proportion with the necessary effort. (The applied weight is usually 5 to 25% in the translation industry worldwide). Likewise, standard practice on the international translation market shall be considered when determining the weights for partial matches. If applicable, these can be adjusted based on the characteristics and professional difficulty of the specific task. It is important to note that a repetition in the source language does not necessarily mean a repetition in the target language, as well. When completing Revision, the Reviser has to take the entire text into consideration, and, if necessary, also bears in mind that the Translator could have made previous changes to any (unlocked) segments. If this results in additional workload for the Reviser over and above the assigned volume of work, additional compensation is recommended.

The regular price may be adjusted upwards on a per-case basis, e.g. due to urgency (compared to the regular daily outputs described above), charging an editing rate, charging for the study of reference materials or for an extraordinarily difficult technical text, or tasks requiring work during weekends or nights. Downward adjustment (discount) may be warranted by a volume discount (determined by the full volume of a project) or by applying a so-called "initial rate". The purpose of such an initial rate can be to aid beginner translators in gaining professional experience, but it may also be applied during the probationary period of new Translators or during the pilot period when a new specialisation/language pair is added. When applying an initial rate, the Language Service Provider shall provide in exchange compensational services (such as reviser/proofreader feedback, training etc.) to the Translator concerned. The Language Service Provider is expected to inform the Translator on the details of applying the initial rate: for what period or to what volume will the Language Service Provider apply the initial rate, what level of performance, reviser's feedback is necessary for changing to the standard rate.

5.3. Terms of payment

The Language Service Provider shall send to the Translator/Reviser the written Purchase Order (PO) detailing the compensation for the project. Project compensation should be based on the source language, since this allows the total amount of the translator/reviser's fee to be known to all parties and determined before commencing the assignment. The PO shall specify the base unit of compensation (source/target language words, characters, keystrokes, hours, etc.) and the associated rate.

Without exception, payment of translator's fees shall be made against an invoice issued on the basis of the Purchase Order. The Translator/Reviser shall be responsible for issuing invoices lawfully and submitting them by the deadline set by the Language Service Provider. Both the Language Service Provider and the Translator/Reviser shall operate their company or sole proprietorship in accordance with the applicable accounting and taxation laws.

Due to the large number of incoming invoices, the Language Service Provider shall agree with

the Translator/Reviser on the frequency of invoicing and the manner of invoice verification. Payment deadline is an essential element of the agreement between the parties and therefore, it must be agreed in advance. The Parties may agree on any payment date permitted by law, and the Language Service Provider shall comply with the agreed terms, regardless of whether its Client has paid for the assignment by the set deadline or not.

The full fee, as defined in the purchase order, shall be payable for jobs delivered by the deadline in the quality expected by the Language Service Provider. In case of late delivery and/or proven quality issues, the Language Service Provider is entitled to reducing the Translator's fee proportionally. In case of late delivery, the following shall be taken into account when determining the rate of reduction: presence or lack of preliminary notification about the delay, previous late deliveries (if any) and the amount of damage caused (necessity of internal reorganisation, downtime of reserved resources, reduced time for revision; in more severe cases, deadline change request toward the Client and the related financial and ethical consequences, loss of reputation). In case of reduced fees resulting from quality issues, professional objections shall be accurately backed by examples, allowing the Translator, Reviser to respond and attempt to defend their solutions. When deciding on a fee reduction, the client's possible objections (regarding quality or deadlines) and the consequences beyond the scope of the project (e.g. jeopardising the contract with the client) must be taken into account, however, since the Translator, Reviser is only one member of the professional team working on the assignment, their responsibility must be determined subject to the specific circumstances of the incident.

5.4. Public Procurement and Tenders

The Language Service Provider and the Translator/Reviser mutually agree on observing the principles of fair market conduct regarding public procurement procedures. Moreover, the Language Service Provider and the Translator/Reviser agree on the following.

5.4.1. Obligations of the Language Service Provider

The Language Service Provider may submit the Translator's/Reviser's CV, degree, certificate or any other required document for applications only with the approval of the Translator/Reviser in each individual case. The Language Service Provider undertakes to submit accurate references for tenders. The Language Service Provider shall notify the contracting authority if the call for tenders contains contradictions or professionally unfeasible requirements, or can be interpreted ambiguously. For the purpose of justification, the recommendation of a professional organization (AHTI, Proford and SZOFT) may be requested. With regard to fair market practices it is recommended that the Language Service Provider and the Translator/Reviser agree on the translator/reviser's fee for the case of tender award already when the Translator/Reviser is requested to participate in the tender. The Language Service Provider accepts to inform the Translator/Reviser participating in the tender about the outcome of the procedure in 2 weeks from the receipt of the decision without any special request. If a public procurement is awarded at an extraordinarily low price, the Language Service Provider shall request to inspect the tender's public parts, and shall investigate and disclose the reasons for the extraordinarily low price.

For the protection of the trade, the professional associations (AHTI, Proford and SZOFT) shall regularly submit professional recommendations to the contracting authorities and assist them in drawing up calls for tenders.

The bidding Language Service Provider may request exclusivity from the Translator/Reviser

while also undertaking that, in case of winning the tender, the Translators/Revisers participating in the tender will be the first to whom it offers the jobs of matching specialisation and language pair.

5.4.2. Obligations of the Translator/Reviser

The Translator/Reviser shall provide to the bidding Language Service Provider their CV, degree, certificate or any other required document containing truthful information. If the Language Service Provider is pronounced the winning bidder, the Translator/Reviser shall make themselves available for the winner according to the payment agreed upon the submission of the bid. The Translator/Reviser shall agree with the Language Service Provider on the payment applicable in case of winning the tender upon the submission of his documents.

Budapest, 2023

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Date of the original agreement: Budapest, 20 September 2013

Date of the second version: Budapest, 18 April 2016

Date of the third version: Budapest, 14 April 2020