



## Contract for Canadian Association of Research Ethics Boards

**Ms. Delilah Ofosu-Barko**  
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### Details:

This rate is for remote simultaneous interpretation for the virtual AGM taking place on June 23, 2021.

Interpretation/Conference Calling/Webcasts:					
Date	Event Name	Language	# Interpreters	Start/Finish	Amount
June 23	Annual Conference	Eng-Fre-Eng	1	11am-12pm EDT	\$900.00
				SUBTOTAL:	\$900.00
<b>Subtotal</b>					\$900.00
Project Management Fee (2.5%, min \$100.00)					\$100.00
<b>SUBTOTAL:</b>					\$1,000.00
TAX:					\$130.00
<b>Total</b>					<b>\$1,130.00</b>

### Terms and Conditions

#### Engagement

Canadian Association of research Ethics Boards (the “Client”) hereby engages Pendleton Translations Ltd. (“PTL”) to provide the services and equipment described above (the “Services”).

#### Payment

In exchange for the Services, the Client will pay to PTL the Total plus any Additional Fees (as herein defined). PTL shall provide the Client with an invoice upon completion of the Services. The Client shall make payment to PTL by cash, cheque or money order within thirty (30) days after receiving an invoice. Any amounts which are payable to PTL which are not paid on the date due shall bear interest at the rate of twenty-four percent (24%) per annum from the date due until paid in full.

#### Cancellation Policy

If the Client decides to cancel the Services upon more than fourteen days’ notice prior to the earliest date set out above (the “Start Date”), the client will pay to PTL 50% of the Total. If the client decides to cancel the Services upon fourteen days’ or less notice prior to the Start Date but in any event, before the Start Date, the client will be responsible for the Total less any Other Expenses (as set out above) for which PTL receives a refund (for clarity, PTL’s only responsibility for refunds, shall be to use commercially reasonable efforts to obtain any such refund).

#### Additional Fees and Overtime Rates

Additional fees consist of the following:

- overtime fees for overtime not included in the Total. The fee will be \$150.00/hour/interpreter when working in a team of 2 or \$75.00 per 15-min increment when working alone.
- recording fee will be charged for any recording of interpreters’ voices. The fee will be \$75.00 per day per interpreter;
- broadcasting fee of 1/3 of the interpreter’s daily rate will be added if the interpreter’s voice is broadcast via television, radio, webcast, or any other broadcasting method.

#### Project Management Fee



A project management fee has been included in the rates and fees above. Its primary use is to cover PTL's daily operations including; preparing client quotes and client contracts, searching for appropriate, available personnel, booking and preparing staff contracts, processing staff invoices, preparing client invoices, and processing payments.

### **Client Responsibilities**

In order for the interpreters to be prepared for the upcoming conference, the Client agrees to provide as much documentation as possible before the Start Date.

In order for the interpreters to do their jobs, they will require, and the Client agrees to provide, the following:

1. clear and loud stream of the audio to be interpreted;
2. a working link sent 24 hours before the conference so the interpreters can join the meeting remotely;
3. the name and contact information of a technical representative that will help interpreters troubleshoot during the meeting, should the need arise. Please note that when the Client is not hiring PTL to provide technical support at an event, PTL is not responsible for any technical issues that prevent interpreters from providing live SI. Interpreters will be paid in full for their services regardless of any technical issues that arise;
4. accurate overtime requirements be disclosed to PTL as at the time this agreement is entered into by the parties. Any overtime required beyond what is explicitly set out in the Services is at the discretion of the interpreters and shall be added on as an Additional Fee.

### **Relationship**

PTL provides Services to Client hereunder as independent contractor, and this agreement shall not be construed as an employment agreement, partnership or joint venture.

### **Limitation of Liability**

Notwithstanding anything contained in this agreement, and to the fullest extent permitted by law:

1. PTL shall not be liable to the Client for indirect, special, consequential, punitive or exemplary damages, penalties, fines, costs or fees arising from this agreement or the Services including but not limited to, loss of revenue, loss of profits, loss of use, loss of opportunity, overhead costs, costs of any replacement equipment, and claims from third parties for such damages, except when such liability is based on wilful negligence; and
2. the Client agrees that any and all claims that the Client has or hereafter may have against PTL in any way arising out of or related to this agreement, or the Services, shall be limited to and shall in no event or circumstance exceed any amounts received by PTL from Client pursuant to this agreement.

For the purposes of this provision, "claim" means any claim, demand, action, cause of action, losses, liability, damages, costs or expenses whether in contract, tort or otherwise, and "PTL" includes PTL's officers, directors, employees, agents, representatives and consultants.

### **Force majeure**

Notwithstanding any other provision contained in this agreement, in the event that PTL should be delayed, hindered or prevented from the performance of any act required under this agreement by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delays.

### **Entire Agreement**

This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, forms, conditions, undertakings or



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collateral agreements, express or implied or statutory, between the parties other than as expressly set forth in this agreement.

**No implied Waiver**

No amendment to this agreement will be valid or binding unless set forth in writing and duly executed by both parties.

**Governing Law**

The Proposal and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**Severability**

Any provision of this agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability and shall be severed from the balance of this agreement, all without affecting the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of \_\_\_\_\_, 20\_\_.

Per: \_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

Pendleton Translations Ltd.

Per: \_\_\_\_\_

Name: Melissa Bickford

President

I have the authority to bind the corporation.

Contact Name: Delilah	Professionals Assigned: TBC (Try PL or ADY first)	Equipment Assigned: N/A	Version Number: 01
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