

# Confirmation of Order

Schreiber  
Translations



## Your project has begun!

<b>Quote Number:</b> Q-221467-01	<b>Order Number:</b> 0-223073
<b>Quote Date:</b> 05/16/2022 4:44 PM	<b>Order Date:</b> [OrderDate_Day]

### Client Information

**Client:** District of Columbia Courts  
Special Operations Division

**Client Contact:** Karima Azzouz  
**Email:** Karima.Azzouz@dcsc.gov

**Reference:**  
**Contract:** DCSC-21-FSS-106

### STI Information

**Project Name:** ENG to 7 Languages  
- 2022 Citation  
Release Form  
(English)

**STI Contact:** Meyers, Melody  
**Phone:** 301-424-7737 ext.  
104

**Email:** mmeyers@schreibernet.com

### Scope of Work

#### Specs:

**Source:** English (US)

**Target:** Amharic / Abyssinian,  
Arabic, Modern Standard  
[written only], Chinese,  
Traditional [written  
only], French (France),  
Korean, Spanish (pan-  
USA), Tigrinya / Tigrigna

**Source format:** [FormatSource]  
**Files:** '2022 Citation Release Form  
(English).docx'

**Deliverable:** [FormatDeliverable]  
**Turnaround:** 05/26/2022

*(excluding client review)*

**Time Zone:** America/New\_York

### Services

	Unit Price	Line Total
1.English (US)/Amharic - ENG to 7 Languages - 2022 Citation Release Form (English) 1571 Words Translation at 0.1894 USD	297.55	297.55
2.English (US)/Arabic - ENG to 7 Languages - 2022 Citation Release Form (English) 1571 Words Translation at 0.1695 USD	266.28	266.28
3.English (US)/Chinese, Traditional - ENG to 7 Languages - 2022 Citation Release Form (English) 1571 Words Translation at 0.1695 USD	266.28	266.28
4.English (US)/French (France) - ENG to 7 Languages - 2022 Citation Release Form (English) 1571 Words Translation at 0.1296 USD	203.60	203.60

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5.English (US)/Korean - ENG to 7 Languages - 2022 Citation Release Form (English)	266.28
1571 Words Translation at 0.1695 USD	266.28
6.English (US)/Spanish (pan-USA) - ENG to 7 Languages - 2022 Citation Release Form (English)	203.60
1571 Words Translation at 0.1296 USD	203.60
7.English (US)/Tigrigna - ENG to 7 Languages - 2022 Citation Release Form (English)	377.04
1571 Words Translation at 0.24 USD	377.04

**SubTotal**

1,880.63

**Grand Total**

**1,880.63**

**\*\*This is not an Invoice\*\***

This information is a reminder of the details of the Project Quote issued to you for approval. The full details and terms of that Quote are applicable and in effect. If this request went directly to Order and you waived approving a Project Quote first, please see our Terms and Conditions on the next pages.

***DID YOU KNOW:***

*You can log into your account on Schreiber's client portal to track this project. To log in, click on the link below:*

<https://portal.schreibernet.com/logon.jsp?a=5d430416-8a59-472a-9b18-6c507d355430>

Feel free to contact us at any time with questions or comments.

Thank you for trusting Schreiber Translations.

## **TERMS AND CONDITIONS**

Terms and Conditions of this Project Quote ("Quote") between Schreiber Translations, Inc. ("STI"), and District of Columbia Courts Special Operations Division ("Client"). ***Any terms and conditions listed below will be superseded and invalidated by any terms and conditions in a contract or legal agreement between STI and the Client which is valid and active as of the Quote Date listed above on this document.***

### **1. Approval**

Neither this nor any other Quote issued by STI is binding without written approval by the Client. Authorization of this Quote by electronic mail shall also constitute such written approval. This Quote is enforceable only by STI and the Client, and it is not for the benefit of any third party, including, without limitation, any of the Client's customers.

### **2. Modification**

This Quote may not be modified orally. Only a modification in writing and agreed upon by both STI and the Client is enforceable. Modification of this Quote by electronic mail shall constitute such written agreement. If the scope of work for this order is altered or changed by the Client at any time after this Quote is issued, individual or total costs as well as the delivery schedule may be affected and may need to change. If Client changes the scope of work, either before or after work has initiated, such that STI must change any cost or schedule details, STI will issue a new updated version of the Quote. If total costs increase when that new updated Quote is issued, STI will wait for written approval from the Client of the new Quote before continuing with the project.

### **3. Price for Services**

The quantities and total price for the above-described services are estimated. STI does not guarantee such prices, and the Client hereby acknowledges that such estimates do not constitute either a maximum or minimum limit on STI's fees and costs under this Agreement. STI shall notify Client as soon as possible if it will exceed any estimated fee by more than ten percent (10%).

### **4. Payment Responsibilities:**

All charges, fees, and expenses are to be payable in United States Dollars (USD).

#### **A. Terms of Payment**

Upon approval of this Quote, Client assumes sole responsibility to make full payment of all charges and expenses related to this project. Terms of payment for an invoice resulting from this Quote are 30 days, unless otherwise agreed upon between STI and the Client in an existing agreement, contract, or otherwise separately and in writing.

#### **B. Reimbursable Expenses**

Reasonable out-of-pocket expenses and disbursements ("Disbursements") incurred in connection with performance of the work for the Client, including without limitation, delivery and shipping costs for third party service providers, other express delivery services, applicable mileage or travel costs, accommodations costs, equipment rentals, and other similar miscellaneous expenses may be charged to the Client. STI shall incur no liability for lateness, negligence, or direct or indirect damages due to delays or failure to deliver by such third party service providers.

#### **C. Cancellation Policy**

All cancellations of services which are contracted by the Client require written notice to STI. In addition to any applicable cancellation fees, the Client shall reimburse STI for all costs, expenses and Disbursements incurred in connection with the service(s) contracted, including without limitation any and all Disbursements, additional fees, or additional charges incurred towards any third party.

##### **For Interpretation Services**

If Client cancels any interpreting service within 72 hours of the event date and time, the Client is obligated to pay 50% of the total Quote amount. If Client cancels any interpreting service within 24 hours of the event date and time, the Client is obligated to pay 100% of the total Quote amount.

##### **For All Services Other than Interpretation**

If the Client issues a cancellation to STI for any order for services other than interpretation (including but not limited to translation, desktop publishing, transcription, and other media localization), the Client will be obligated to pay STI for all work completed prior to STI having reasonably received notification of cancellation.



## **D. Delinquent Payment**

Any amounts on the invoice associated with this Quote that are not received by STI within 30 days of the Invoice Date shall be subject to an interest rate of 1.5% per month (19.56% A.P.R.) from the Invoice Date on the original Invoice, plus any costs associated with collecting these unpaid amounts, including reasonable attorney's fees. STI reserves the right to unilaterally suspend services if the Client fails to make timely payment of unpaid amounts.

## **5. Prompt Review**

The Client agrees to a prompt review of and notification of any errors or omissions in the deliverables for this project. STI agrees to rectify non-subjective errors or omissions at no cost. Subjective changes, purely preferential changes, or scope of work changes may incur additional cost. Failure to so notify STI within ten (10) calendar days after receipt of deliverables constitutes approval of the deliverables as completed to the Client's satisfaction and that the work order is ready to process for payment.

## **6. Retention of Materials**

STI reserves the right to retain file copies of all source materials and any work product contained in any of the Deliverables, unless prohibited or otherwise obligated in writing. STI also shall have no obligation to retain file copies, or to comply with any request by the Client for source materials or deliverables more than one (1) year after the date of initial delivery of the deliverables to the Client or its designee.

## **7. Copyrights**

Final release of copyrights or other intellectual property rights for any work product created by STI for this work order including but not limited to translations in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances of the invoice amount, fees and Disbursements due to STI, including interest and any possible collection costs.

## **8. Interpreting Equipment**

The Client may choose to rent or retain from STI equipment associated with interpreting services. STI makes no warranties, expressed or implied, for any equipment that is rented.

### **Acceptance of Equipment**

The Client shall inspect each item of equipment delivered pursuant to the rental. The Client shall immediately notify STI of any discrepancies between such item of equipment and the description of the equipment in the Quote or service agreement. If the Client fails to provide such notice in writing within 2 day(s) after the delivery of the equipment, the Client will be conclusively presumed to have accepted the equipment as specified and agreed upon. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.

### **Equipment Loss or Damage**

The Client assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to STI in the condition received from STI, with the exception of normal wear and tear. STI or their appointed agent will determine normal wear and tear. All determinations made by STI are final. If the equipment is lost or damaged, STI shall have the option of requiring the Client to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of STI and subject to this contract.

## **9. Confidentiality**

During the work on this project, the Client and STI may provide to one another confidential information, marked as such, or under the circumstances should reasonably be treated as such. Confidential information does not include (1) information in the public domain, (2) information that was in the receiving party's prior possession, or (3) is lawfully disclosed to the receiving party by a third party. Recipient shall not, without prior written permission by the discloser, transmit the confidential information received from the discloser to any third party, except (i) to independent contractors who have a need to know and who have signed confidentiality agreements with the recipient agreeing to maintain the confidentiality of all confidential information, (ii) to those in a fiduciary relationship with the recipient, (iii) or as may be required by law. As applicable, this clause is superseded in whole or in part by any separate confidentiality agreement signed by both parties.

## **10. Liability**

STI DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED



WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STI BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOSS OF PROFIT OR INCOME, OR FOR ACTS OF NEGLIGENCE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Client agrees that STI's liability hereunder for any losses, claims, causes of action, expenses, judgments, or damages of any nature or kind, including without limitation special, direct, indirect, incidental or consequential damages or loss of profit or income (collectively, the "Claims") shall not exceed the lesser of the invoice amount or the replacement value of the work performed by STI, and regardless of whether STI has been advised of the possibility of such claims. Client further agrees to indemnify and shall hold harmless (including payment of reasonable attorneys' fees) STI and its partners, directors, officers, employees, agents, shareholders, subcontractors, and affiliates against all liability, loss, cost, or expense arising from or in connection with the performance of services under this Agreement. The Client's obligation to such indemnification will survive the expiration or termination of this Agreement by either party for any reason. This limitation shall apply whether such alleged Claims may be due to dispute, inadequate guidelines, faulty specifications, failure to respond to inquiries, negligence, scheduling, third party service provider failure, wars, riots, acts of God or nature, or any other cause.

## 11. Publicity

STI may use the name of the Client in press releases, advertising and materials distributed to prospective customers, unless otherwise agreed by the parties in writing.

## 12. Non-Circumvention

The Client agrees that the Client shall not solicit or retain, either directly or indirectly, any employee, translator, interpreter, or other personnel contracted or supplied by STI (collectively referred to as "STI's Agents and Independent Contractors") to provide services for the Client other than by submitting the desired work order to STI. In the event that Client hires any of STI's Agents and Independent Contractors who are or have been assigned to perform services for Client at any time during the preceding two-year period, Client shall be obligated to pay STI, as a fee for the additional benefit obtained by Client, within ten (10) days of the date of such hiring, an amount equal to the greater of twenty-five percent (25%) of (i) the amount billed to Client for such personnel's services during the preceding one-year period, or (ii) the total first-year compensation Client pays such personnel.

## 13. Applicable Law

Any dispute raised by the Client arising out of or related to this Agreement which cannot be resolved by negotiations between the parties hereto shall be settled by binding arbitration in accordance with the American Arbitration Association rules and procedures, as amended by this Agreement. Any such arbitration proceeding must be commenced by the Client on or before that date which is six (6) months after the last day upon which STI's personnel completes any particular assignment or item of work or be forever barred, notwithstanding the actual statutory period of limitations otherwise applicable. The parties agree that as an express condition precedent to the Client's right to file a demand for arbitration, the Client shall be required to present in writing all evidence of any such claim or dispute to STI, including legally sufficient evidence regarding liability, cause and damage to enable STI to render a decision with respect to such claim or dispute. No demand for arbitration by Client may be made until the earlier of (i) the date on which STI has issued its written decision, or (ii) the 30th day after Client has presented its evidence to STI.

The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that this provision and the arbitrator's authority to grant relief shall be subject to applicable Maryland State law and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the laws of the United States of America, and by the laws of the State of Maryland.

## 14. Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable or superseded, such provision shall be severed from these Terms and Conditions with respect to the matter in question, and the remainder of the Terms and Conditions shall remain in full force and effect.