

CONTRACT FOR TRANSLATION SERVICES No. _____

City of Kyiv

" ____ " _____ 2009

Private Enterprise April, represented by Director Ms. Nikolayeva Tetyana Vladislavivna, acting on the basis of the charter, hereinafter referred to as the "**CONTRACTOR**", on the one hand, and _____, represented by Director _____, acting on the basis of _____, hereinafter referred to as the "**CUSTOMER**", on the other hand, jointly referred to as the "Parties", have concluded the present contract as follows :

1. SUBJECT OF THE CONTRACT

1.1. The Customer authorises, and the Contractor undertakes to perform translation of texts, documents etc.

2. OBLIGATIONS OF THE PARTIES

2.1. The Contractor undertakes to perform translation of texts, documents and other materials from English into Ukrainian (and vice versa) under the terms and conditions thereof.

2.2. The Customer undertakes to pay the Contractor's work in accordance with the procedure defined in cl. 3 thereof.

2.3. The Customer shall send the texts to be translated to the Contractor's E-mail: april@april.com.ua or in print.

2.4. The Contractor shall perform translation at a stated time to be calculated on the following basis: 6 pages a working day, starting from the date, on which the relevant order has been received.

2.5. The Contractor shall send the translated text to the Customer's E-mail: ***** and/or in print.

3. PAYMENT TERMS

3.1. The value of the Contract shall include total amount of the translated language signs, calculated on the following basis: _____ Ukrainian Hryvna for 1800 printed symbols of the translated texts, including interval between the words and punctuation marks.

3.2. The payment shall be effected by transfer of funds to the Contractor's current account stated in the present Contract.

3.3. The Customer shall pay 100% value of the services within three working days upon signing by the Parties of the services acceptance report.

3.4. The price of the services shall be defined on the basis of tariffs being in force on the date of the Contract. If the economic conditions have been changed, the value of the services shall be revised, the Contractor is obliged to inform the Customer about it at least 15 days before introduction of such changes.

4. PROCEDURE FOR ACCEPTANCE OF THE ACCOMPLISHED WORK

4.1. Having rendered the services, the Contractor is obliged to send the translated and/or edited documents to the Customer with the services acceptance report.

4.2. The Customer is obliged to sign the report within 5 (five) working days upon receipt of the report and documents accordingly from the Contractor and to return it to the Contractor.

5. RESPONSIBILITY OF THE PARTIES

5.1. In case of non-fulfilment or improper fulfilment by the Contractor of the terms and conditions thereof, the Contractor undertakes to remove the defects in the rendered services on own account. As "improper" we understand such text editing that brought to a considerable change of contents in the original documents. Any stylistic amendments and replacement by synonyms, which can not change the contents of the text, shall not be taken into consideration.

5.2. In case of non-fulfilment or improper fulfilment by the Customer of the terms and conditions thereof, the Customer shall pay a penalty equal to the double rate of the National Bank of Ukraine of the indebtedness for each day of delay. Late transfer of the funds under clause 3.3 thereof is deemed to be "improper" fulfilment of the obligation.

6. SETTLEMENT OF DISPUTES

6.1. All disputes arising from or in connection with this Contract shall be settled by means of negotiations. If the Parties fail to reach a consensus in the course of negotiation, the disputes shall be settled through judicial procedures in accordance with the requirements of the current legislation of Ukraine.

7. FORCE-MAJEURE CIRCUMSTANCES

7.1. The Parties shall be exempted from responsibility for partial or full non-fulfilment of their obligations hereunder as a result of effect of the circumstances beyond the control of the Parties that the Parties could not foresee or prevent by reasonable measures. Such circumstances hereunder may include: acts of war, with or without declaration of war, revolts, natural disasters and other force-majeure circumstances ("Force-Majeure Circumstances").

7.2. The Party must immediately inform the other Party about occurrence and termination of the force-majeure circumstances by presenting a properly executed confirmation to be issued by any competent authority within 5 working days upon their occurrence. Breach of the terms for notification about occurrence of the force-majeure circumstances must deprive the Party of its right to refer to such circumstances as grounds for exemption from responsibility.

7.3. In case of the circumstances stated in cl. 7.1. thereof, the terms for fulfilment of the obligations shall be prolong for the period of such circumstances, it shall be executed by an additional agreement between the Parties.

7.4. If the circumstances, stated in cl. 7.1. thereof, last longer than the term defined by additional agreement, the Contract may be terminated by the Parties by giving a notice to the other Party, providing mutual settlements.

7.5. Occurrence of the force-majeure circumstances during the period of delay in fulfilment by the Party of its obligations hereunder shall deprive the Party of its right to refer to such circumstances as grounds for exemption from responsibility under the present Contract.

8. OTHER PROVISIONS .

8.1. In case of non-fulfilment or improper fulfilment by the Contractor of the obligations hereunder, the Contractor must introduce all relevant alternations into the translated text at his own expense on the Customer’s demand within 5 days upon receipt of such a demand.

8.2. Work (services) acceptance report is deemed to be a confirmation of the fact that the works were properly performed .

8.3. Any information received by the Parties while performing the terms and conditions of the present Agreement and related to them, shall be considered as confidential, it can not be disclosed without a written consent of the other Party, unless otherwise provided for by the applicable legislation of Ukraine.

9. VALIDITY PERIOD OF THE CONTRACT .

9.1. The present Contract shall come in force upon its signing and it should be valid until 31st December 2009.

9.2. The present contract has been drawn up in two copies, that shall have an equal legal effect, one copy for each Party.

10. LOCATION AND BANK DETAILS OF THE PARTIES

CONTRACTOR

CUSTOMER

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