



# Associate Welcome Pack

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## 1. WELCOME

Congratulations on joining the Accentua Associate Team and thank you for choosing to work with us. Our Associate Team consists of a range of linguistic professionals that are usually a member of the Dutch Association of Interpreters and Translators and who deliver services to Accentua when engaged via a Purchase Order ( PO) and, in the support of Interpreting, also via a Statement of Work ( SOW). Associates play a key role in the success and effectiveness of our services, extending on the size, experience, and subject matter knowledge of our own internal team. Accentua aims to integrate Associates as fully as possible to ensure a consistent, high quality standard of service to our clients and are focussed on enabling Associates to be as successful as possible on delivering the project on our behalf.

This pack provides some information which we hope will help you to familiarise yourself with Accentua as an organisation, as well as to help you understand our policies, procedures, and our values, which are;

- **Customer Excellence**
- **Personal service**
- **Speed of support**
- **Respect**
- **Integrity**

### **Quick facts about Accentua**

- Established in 2012, but with over 90 years of combined experience of business and language services.
- We have a diverse client base of over 200 organisations.
- We have personnel in 5 locations around the globe.
- We have successfully grown organically year on year.

### **Our core strengths are**

- We develop project-led and highly driven customer service-focused language solutions that support the business needs of our clients.
- We are a financially stable, established company.
- We have an industry-leading Managed Language Service.

### **What makes us stand out?**

- We are passionate about languages.
- By being open and honest we have developed a high degree of trust with our clients, our Associates, as well as within our team.
- We are flexible and embrace change, constantly striving to innovate and improve the services we deliver.
- We have a reputation for delivering the impossible, becoming a trusted partner for our clients that creates longevity in relationships for our mutual benefit.

### **Accentua services**

- In addition to the standard language services, such as translation and review, Accentua also offers the following services to its clients:
- Certified translation
- Interpreting (simultaneous, consecutive, conference)
- Voice-over
- Transcription
- Subtitling
- Desktop Publishing
- Localisation
- Turnkey solution

## **2. THE ASSOCIATE RELATIONSHIP**

Our mission is to be a sustainable language solutions provider with a clear focus on delivering high-quality language services. We understand the need to be competitive whilst also respecting the skills of our Associates. We operate via a lean, low-overhead company structure with staff working remotely/from home or business hubs and through on-going quality assurance programmes that monitor and maintain excellent translator and interpreter performance and output.

By virtual inclusion and comprehensive briefing, we hope to build mutually successful relationships with the intention being that our Associates become extended members of the Accentua team.

## **3. TERMS OF ENGAGEMENT, PRINCIPLES & GUIDELINES**

The Accentua Language Company Ltd operates under a Code of Business Conduct that sets forth the key principles under which the Company is required to operate. The Code of Conduct states that the conduct of business with associates, customers, agents, and all others shall be on an honest, fair and equitable basis. It has been and will continue to be the Company's policy to obey the laws of each country and to honour our obligations to society by being an economic, intellectual and social asset to each community and nation in which the Company operates.

In the selection of its Associates, Accentua works hard to choose reputable business partners who are committed to ethical standards and business practices compatible with those of our own. At the very minimum, Accentua expects its contractors, associates and agents to comply with all legal requirements applicable to their operations and employment.

The Accentua Language Company Ltd is committed to providing superior quality language services to its clients. As a part of our corporate culture and values, we strongly believe that the quality of our language services begins with the treatment of the people who help provide these services. To uphold this belief, we have adopted the Global Associate Principles and Guidelines. We are committed to these labour standards and to aligning ourselves only with Associates that share this commitment.

The purpose of these terms are to make it clear that, taking into account differences in culture and legal requirements, we expect that wherever our language services are provided and supplied, it is done so in a manner compatible with the high standards that have contributed to the outstanding reputation of our brand and our Company.

Each of Accentua's Associates agrees that, by accepting assignments from Accentua, it will abide by and implement these Terms. Each of Accentua's Associates acknowledges that its failure to honour this agreement will compel Accentua to re-evaluate, and possibly terminate, its business relationship with the Associate.

We therefore expect our Associates to comply with the following standards and to permit periodic monitoring to assess and ensure adherence is met.

### **Communication**

Accentua's Associates must communicate these Principles and Guidelines to other Associates, employees and or supervisors as is appropriate.

### **Data Protection – Appendix 3 – Associate GDPR Statement**

Accentua's Associates must comply with terms of data protection as required to conform to UK GDPR regulations and as required elsewhere on a case by case basis. Accentua are compliant with both the UK and EU GDPR regulations.

### **Ethical Standards**

Accentua will only do business with Associates who operate within a set of ethical standards compatible with Accentua's Code of Business Conduct. Accentua is committed to working with Associates who carry out their activities in an honest and transparent way. Accentua's Associates must not, directly or indirectly, make any improper or unlawful gifts or payments to any person, entity or government official in connection with accepting or performing assignments for Accentua, or in an attempt to impact the objectivity of third-party representatives appointed by Accentua to carry out inspections and compliance audits.

### **Indemnification**

Each Accentua Associate will indemnify and hold Accentua harmless from and against all losses arising out of or resulting from their failure to adhere to these Terms of Engagement.

### **Intellectual Property Rights**

Accentua will not do business with Associates that do not respect our intellectual property rights in our brand and unless otherwise agreed expressly in writing by an authorized representative of Accentua, while the Associate retains the copyright to translations and other texts produced by the Associate, Accentua retains rights for use of the source file and translated text for the purpose of creation of end-client translation memories.

### **Legal Requirements**

Accentua will only do business with contractors, associates and agents that comply with the applicable laws and regulations of the jurisdictions in which they operate, which for Accentua is under UK Law.

### **Laws and Regulations**

Accentua is committed to conducting its business lawfully, including those portions of Accentua's business that involve any Associates, and Accentua expects full compliance with all applicable laws and regulations by anyone participating in its business. Accordingly, Accentua's Associates must operate in full compliance with all applicable laws and regulations of the countries in which they operate and applicable laws of the United Kingdom.

### **Monitoring and Compliance**

Accentua's Associates are expected to take necessary corrective actions to promptly remediate any non-compliance. Accentua reserves the right to terminate its business relationship with any Associate who is unwilling to comply with these Principles and Guidelines. Please refer to the Quality Management chapter on page 10 for further details.

### **No Discrimination**

While Accentua recognises and respects cultural differences, we believe that Associates should not be discriminated against by any Accentua employee based on personal characteristics or beliefs, such as age, race, colour, nationality, gender, religion, marital status, sexual preference, maternity status, disability or political beliefs. On their turn, Accentua's Associates must not discriminate in hiring, compensation, benefits, advancement, discipline, termination, or other employment practices.

### **No Forced Labour**

Accentua's Associates must not use involuntary or forced labour, whether indentured, bonded, prison or labour obtained through slavery, human trafficking or otherwise.

### **No Harassment**

Accentua's Associates must treat all Accentua employees with respect and dignity. No employee will be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse.

#### **No Subcontracting Without Prior Approval**

Accentua's Associates must not engage any subcontractor or machine translation tools to perform any work for Accentua's products (i.e. translation, revision, transcription, voiceover services, etc.) or components without Accentua's prior written approval, and only after the subcontractor has agreed to comply with these Principles and Guidelines.

#### **Wages and Benefits**

Accentua must compensate Associates fairly by offering a price that is compatible within the industry for the language chosen, the subject matter and time required to complete the work at hand.

If we find that an Associate is not in compliance with any of these Principles and Guidelines, we will require immediate corrective action.

**THE ACCENTUA LANGUAGE COMPANY LTD RESERVES THE RIGHT TO CANCEL ALL CURRENT PURCHASE ORDERS WITH ANY CONTRACTOR, ASSOCIATE OR AGENT FOUND TO BE IN VIOLATION OF THE TERMS OF ENGAGEMENT STANDARDS.**

## **4. ADMINISTRATION & PAYMENT**

#### **Quotations & Purchase Orders**

- Project-specific quotations received from Associates are valid for sixty (60) days from receipt.
- The specified time limit can always be extended upon mutual written agreement and as agreed by an authorized representative of Accentua should the Associate become a consistent supplier of services to Accentua.
- Accentua will provide a Purchase Order (PO) to Associates for all jobs prior to commencement of delivery and with a Statement of Work (SOW) for interpreting assignments,
- In accepting our PO and SOW, Associates are deemed to comply with the terms contained within the Accentua Welcome Pack and other compliancy requirements as defined within this document.
- The Associate is responsible for any cost or risk incurred to achieve such compliance/s or demonstrate such compliances if requested by Accentua, as detailed within the Accentua Welcome Pack and subsequent appendices.
- For the performance of the PO, Accentua are liable for the fee plus advances and sales tax if applicable.
- The Associate may charge Accentua appropriate additional costs attached to the delivery of the PO before he/she starts the work. In such cases, these need to be quoted in advance and defined within the PO or SOW as applicable, prior to acceptance of the work. Work carried out may be charged in the interim if the implementation of the agreement extends over a period longer than one month. The Associate will invoice Accentua as quoted or as pre-agreed with a Project Manager or duly authorized representative of Accentua. Any changes to that pricing must be agreed in advance and accepted in writing by a duly authorized representative of Accentua.
- Unless otherwise agreed, any comments re quality issues will be advised by Accentua no later than 45 days after the invoice date. After that period, Accentua is immediately and without further notice in default and becomes liable for the invoice amount.
- All judicial and extrajudicial collection costs, i.e. costs for lawyers, bailiffs and debt collection agencies if instructed by the Associate, are included on behalf of the Associate and are not redeemable against Accentua.
- If Accentua are unable to fulfil their obligation for payment under the PO, due to bankruptcy, inability to make payment or liquidation of Accentua, or the termination of Accentua's service, all obligations to pay will transfer to either future liquidators or acquiring owners of the Company.

### **Invoicing**

- Associates are requested to send one consolidated invoice per month for all Purchase Orders to Accentua.
- Associates are requested to ensure all invoices state either a singular or various Purchase Order number/s as appropriate, price per word per Purchase Order and the number of words per Purchase Order. If for any reason the Purchase Order that was issued differs from the final piece of work delivered, in terms of wordcount or other, the Associate should contact the issuing Project Manager to amend the Purchase Order, as variances will cause unnecessary delay in payment and accelerate cost for both parties to resolve.
- If Accentua considers that the amounts invoiced to them by the Associate are incorrect, Accentua will notify the associate by email. The invoice payment terms are applicable from receipt of the correct invoice.
- Associates are requested to check that their invoices state the company name and the account details by which the invoice is to be paid into, specifically if the Associate's bank account is under a personal name rather than trading name.
- Associates are requested to send all invoices directly to [invoices@accentuagroup.com](mailto:invoices@accentuagroup.com) and not to the Project Managers. Invoices will only be accepted via this route as an assurance of receipt. Invoice payment terms commence upon receipt at the correct email address.
- Associates are requested to submit all invoices within 2 months of project delivery. If invoices are received later than this, Accentua reserves the right to reduce the final invoice value by 10% or a minimum of £75.00. We want to pay our Associates promptly and ensure Accentua's business is tracking costs within the correct time frames. If, for any reason, a project requires staged invoicing, Accentua will be aware of this and liaise accordingly with the Associate.

### **Payment**

- Accentua aims to pay within 30- 45 days from receipt of invoice, to allow for client feedback post translation. This is standard and good practice and Accentua trusts this is something our Associates are also familiar with.
- If, for whatever reason, excluding failure of the Associate to meet the deadlines agreed for delivery, a PO is withdrawn by Accentua, Accentua are liable to pay for the part of the project or assignment already completed until that point. Where appropriate, the Associate will make the work already produced available to Accentua.
- For process and sign-off efficiency Accentua operates as follows:
  - All invoices received prior to the end of the first working 5-day week of the month, will be paid on the 15th of the following month - thus circa 25–35 working days, depending on a 4 or 5-week month.
  - All invoices received after the end of the first working 5-day week of the month, will be paid at the end of the following month.
- Refer to Appendix 1 – Payment Schedule for payment dates.
- These payment terms became applicable from 31/10/17 and replace all previous terms unless expressly agreed in writing by an authorised representative of Accentua.

## **5. TERMS & CONDITIONS**

### **Applicability**

These terms and conditions govern all Purchase Orders (PO) Statements of Work (SOW) and all other contractual agreements concluded with the Associate, unless otherwise agreed in writing prior to the conclusion of an agreement by an authorized representative of Accentua. Accentua is entitled to amend these Terms and Conditions, the current version will be found at [www.accentuagroup.com](http://www.accentuagroup.com).

### **Applicable law**

The agreement between the Company and the Associate is governed by UK Law. All disputes and claims concerning no amicable settlement will be subject to the judgment of the competent UK court by exclusion.

### **File Security**

Prior to starting a working relationship with Associates, Accentua asks Associates to complete Appendix 5 - Rates & Experience to confirm how the files shared are stored in consideration of GDPR and client requirements. From time to time, Accentua may ask Associates to manage files in a specific way, i.e. using an Accentua email address and access to a partitioned SharePoint group, for storage.

Accentua will also be asking Associates to share any changes they have made in terms of use of technical tools, i.e. software-operating systems (Mac, Microsoft), CAT tools, TM's, language project management platforms and any other relevant (language) tools - collaborative or independent.

Transmission of all information from Accentua to the Associate, via hard copy, fax or electronic communication is always managed as supported by the terms outlined in Accentua's GDPR and Data Privacy compliancy statements.

### **Force majeure**

Force majeure is understood in support of the terms and conditions as outlined in this document. In addition to what is understood in law and case law, being all causes of external, foreseeable, or unforeseeable events, over which the Associate cannot exercise influence, but which renders the Associate unable to fulfil his obligations under agreement.

This includes, but is not exclusively understood as: fire, accident, strike, riot, war, pandemics, government measures and transport barriers.

During force majeure, the obligations of the Associate shall be suspended. If the period during which the obligations by the Associate is not fulfilled, is not possible as a result of Force Majeure, or lasts longer than two months, both the associate and Accentua are entitled to terminate any form of agreement without, any obligation to pay compensation.

If the Associate has already partially fulfilled his obligations at the time of the entry into force, or can only partially fulfil his obligations, the Associate will be entitled to invoice Accentua individually for work already completed. Accentua will be required to pay this invoice unless a separate agreement has been made with the Associate by an authorized representative of the company.

### **Sickness**

In the event of sickness preventing completion and delivery of an accepted assignment within the agreed time scales, the Associate will immediately notify Accentua. In such circumstances, Accentua will reallocate the work to an alternative resource of their choice.

Or, if the Associate is able to recommend an alternative resource of comparable experience and Accentua accepts that recommendation, the rates for the assignment in hand are expected to be the same or less, at point of transfer to the comparable resource, with the original deadlines for delivery to be met unless discussed and approved prior to transfer, In transferring the assignment the comparable resource, by default, accepts all Accentua Terms and Conditions as defined within The Welcome Pack signed by the original Associate

### **Liability**

The Associate will be liable for damages which are the direct and demonstrable consequence of a failure attributable to the Associate. In any such event, the liability of the Associate is limited to an amount equal to the invoice value excluding sales taxes of the services provided in the appropriate PO and transaction.



It is the responsibility of the Associate to query any ambiguity within the PO or SOW or text. Accentua will not be liable if the Associate fails to query and rectify any such ambiguities and any claims made by Accentua's end client will be at the Associates liability to protect and cover, the liability for which is limited to an amount equal to the invoice value excluding sales taxes, of the services provided in the appropriate PO and transaction.

The limitation of liability also applies in the event of a failure to function properly during the delivery support of the PO, through failure of software, databases, registers, or other matters.

The Associate shall be liable for all damages caused and subsequent costs incurred to Accentua through loss of documents, files, data or any such files or documents being illegally obtained through cyberattacks, system hacking, viral attacks, or physical access to systems containing such files if they are found to not be in adherence to the policies and measures taken to protect such data as defined by Accentua or acts of gross negligence.

The Associate is not liable for damages caused while using information technology and modern telecommunications equipment, including the loss of confidentiality, if because of global government over riding actions taken to access data.

#### **Mutual Confidentially Agreement – Appendix 2 of this Welcome Pack**

The Associate will treat all information made available by Accentua strictly confidential and where required, agree terms as defined under separate Mutual Confidentiality Agreement (MCA).

We require all our Associates to sign this. Failure to sign means that Accentua might unfortunately have to exclude the Associate from work for clients where we have back-to-back Mutual Confidentially Agreement's in place. Accentua would prefer this not to be the case. Note that from time to time, Associates may be asked to review and sign a client specific NDA, which may contain actions for that client, that need to be upheld. Note that all rights of advertising reference or referral remain with Accentua

#### **TM Management & Ownership**

Accentua reserves the right to ask Associates for all Translation Memories created for paid Accentua projects and would like to receive these upon file return in TMX format. We acknowledge that the Associate has the intellectual right to use this content within their own master Translation Memories while being compliant with both or either Accentua's or our end-client-specific non-disclosure compliancy.

#### **Public Liability**

In circumstances where an Associate may need to be present at a client site or public location, we ask our Associates to;

- advise if they have their own Public Liability Insurance in place **Y/N**
- If Yes, please provide a copy of the Certificate by email to us

If the Associate does not have their own liability insurance in relation to personal injury, in the instances where an Associate is acting on behalf of Accentua, the extent of Accentua's liability will only cover the associate from claims made by third parties to the limits as defined within Accentua's third party public liability insurances.

#### **Professional Indemnity**

One of Accentua's key focuses on quality, is underpinned by our Professional Indemnity Insurance. Associates may or may not be aware that we offer this as a matter of course to all our clients.

This is for third party claims for alleged infringement of property, patent, copyright or other intellectual property rights, whatever the name, in connection with the performance of the contract/project/ assignment undertaken on behalf of Accentua.

We ask our Associates to;

- advise if they have their own Professional Indemnity Insurance in place Y/N
- If Yes, please provide a copy of the Certificate by email to us

Unfortunately, we are unable to extend our own insurance to cover where a policy is already in place. For the avoidance of doubt, please note that Accentua's policy only covers the Associate for work undertaken on our behalf.

## 6. PROJECT ENGAGEMENT & QUALITY MANAGEMENT

A proactive approach to quality and customer satisfaction is a key aim of everyone at Accentua. We always want our clients to receive the highest quality translations. It is therefore important to us to ensure that we provide our Associates with pre assignment support and post-delivery feedback wherever possible.

To monitor quality of translations, Accentua has devised a framework to ensure quality control is upheld throughout both the translation process and interpreting assignments.

Our management of quality represents strict procedures from the selection of an Associate to the verification phase of the Quality Management process.

Checklist criteria for Associates:

- Associates understand the specifics of the subject area
- Skilled and specialised professionals
- Native speakers of the target language
- Dependable, efficient, conscientious, and flexible with a strong work ethic
- Strong in attention to details with the ability to analyse large volumes of data

### Accentua's Quality Control Process:

#### Pre-assignment

- Careful selection of Associate/s who is/are suitably qualified.
- Detailed brief for the Associate on the project (incl. type of service required, language combination, subject area, number of words, deadline, any project-specific instructions details within the Statement of Work (SOW) for interpreting.
- This information will always be provided in a timely fashion to allow the Associate to successfully prepare for the assignment, especially for interpreting services.

#### Queries in a Project

Upon receipt of the source material/s, the Associate should do the following:

- Go through the source file/s and flag up any queries and /or comments they may have on the content, so that the Project Manager can act and go back to the client for clarification.
- Ask for clarification if any of the instructions in the project Purchase Order (PO) or Statement of Work (SOW) are unclear.
- Confirm a delivery date/ attendance date.
- Confirm receipt of the PO and SOW.
- Inform the Project Manager of possible delays due to e.g. sickness, so that an alternative solution may be found in time (if applicable).
- If any additional queries may arise, while translating the source material/s, the Associate should contact the Project Manager immediately to get them clarified as soon as possible.

### **Translation**

- The Associate will be asked to translate the document in accordance with the PO and SOW and within the agreed delivery time.
- Accentua would like to be advised immediately if for any reason the Associate informs Accentua that they are unable to meet the deadline for delivery.
- If there is an overrun of the deadline and Accentua's end client is unable to wait, regrettably, Accentua may need to cancel the PO. If this occurs, Accentua are not required to pay the invoice for the work as the deadline has not been achieved. If, however any or some of the translation can be used by the end client or passed to another associate without compromising the result, then Accentua will pay for the work delivered to date.
- If Accentua incur additional costs in terms of word rate or rush charge to then complete the work against the PO and original deadlines, the additional costs may be charged against the original Associate.
- If, after delivery, Accentua and our client makes changes other than of a minor nature to the source file, the Associate is entitled to amend the delivery date and the fee accordingly.
- For translations, delivery is considered to have taken place at the time of confirmation of receipt by Accentua and the project manager responsible for the project, either by ordinary mail, fax, courier, e-mail, etc.

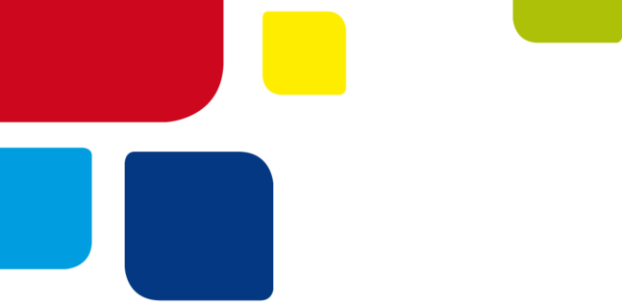
### **Post-translation**

Upon receipt of the delivered file, Accentua will:

- Perform a linguistic review – a rigorous check is performed by an independent third-party reviewer, to ensure that the target text is accurate, both linguistically and regarding its content (i.e. names, dates, numerical and monetary values, etc.).
- Perform a layout-check – a check is performed to ensure that the layout of the translation matches that of the source text (i.e. correct headings, table of contents, page numbers, bullet points, etc.).
- Advise the Associate if the review is unacceptable in terms of number of errors either linguistically or in format, spelling etc and request that the Associate remedy the work without additional fees being incurred if the percentage of errors is not commercially acceptable by Accentua.

### **Client feedback & Associate Remedial Action**

- In case of any negative client feedback or complaints, Accentua has a Complaints Procedure in place, that allows us to deal with complaints in a correct and efficient way.
- Any client feedback (incl. the marked-up translation) is forwarded to the original Associate.
- At the same time, Accentua asks an independent third-party reviewer to also review the translation and the client's comments.
- After reviewing both the Associate's and the reviewer's feedback, Accentua writes a substantiated response to the client, giving a detailed breakdown of our findings.
- Associate Responsibility – if the client's comments were justified, the Associate will be asked to improve and correct as required without additional fees being charged or Accentua will negotiate a discount with the Associate to reflect adjustments on the client's behalf.
- Depending on the outcome of the complaint, we monitor the Associate more closely on the next few projects.
- If Accentua and the Associate do not reach a resolution in relation to the complaint within a reasonable period of time, the dispute may be referred to a disputes committee to be appointed by the Associate after the parties have notified each other in writing.
- Should the Associate fail to meet the criteria required, regrettably, Accentua will cease the relationship until the quality level can be re-established by the Associate.



*language solutions for global business*

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