



# Dutch Translation Industry Code of Business Practices

September 2022

# Foreword

This Code of Business Practices (or 'Code' for short) came about as a result of close discussions between the Netherlands Association of Interpreting and Translation Agencies (Vereniging van Tolk- en Vertaalbureaus in Nederland, 'VViN'), the Netherlands Association of Interpreters and Translators (Nederlands Genootschap van Tolken en Vertalers, 'NGTV'), the Dutch Freelance Translators' Association (Vereniging Zelfstandige Vertalers, 'VZV') and the Society of English-language professionals in the Netherlands ('SENSE'), collectively also 'the Drafters'.

In compiling this Code, the Drafters drew on their understanding of professional translation and the translation industry, and their familiarity with the issues that arise in business relationships between translators and translation agencies. The Drafters' were authorized representatives of their respective platforms.

The Code presents a series of best practices for business relationships between translation agencies and freelance translators. It describes what makes an agency a good client and what makes a translator a good contractor. The information in this Code should be treated as recommendations. Adopting this Code is always a voluntary choice: every agency and every translator is free to decide whether or not to adopt the Code, either in its entirety or only specific parts of it. However, the principle of 'comply or explain' applies here: when choosing to adopt only specific parts, the agency or translator should clearly state which of the practices are excluded, and explain why.

The Drafters urge agencies and translators to state on their websites and in other communications – for example as a standard line in email correspondence – whether they have adopted any or all of the Code. The suggested way to refer to the Code is the 'Covenant Vertaalsector Nederland'. The professional associations that were involved in drafting this Code will endeavour to encourage active compliance with the best practices described here; for example, members who have adopted the Code in its entirety will be warned if they fail to comply with one or more of the practices that it contains.

The Drafters based their discussions about the Code on the Hungarian Translation Industry Cooperation Agreement (AHTI and Proford, 2015).

The finalized draft text of the Code has been approved by general meetings of the respective associations, which also authorized the boards of the associations to finalize and sign the Code.

To make the text easier to read, this Code uses the neutral plural instead of the female or male gender.

The effective date of the Code is 1 November 2022. It will remain in place for three years. The Drafters will review the meaning and substance of the Code in 2025, or earlier if they believe this to be necessary, and will then decide whether to amend and/or extend it.

Agreed and signed in Utrecht on 1 November 2022

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For the Board of VViN  
Eveline van Sandick, secretary

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For the Board of NGTV  
Paula Kager, chair

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For the Board of VZV  
Annemarie Avezaat, chair

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For the Executive Committee of SENSE  
Sally Hill, chair

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# Introduction: background to this Code

## **From the freelance translator's perspective**

Freelance translators work both for direct clients and for translation agencies (referred to in this Code as 'agencies'). Regardless of whether the client is a direct client or an agency, their interests should come first. Whenever an agency and a freelance translator work together, transparency, independence and equality should be the key foundations of their business relationship.

It is with this in mind that this Code has been drafted, to help avoid confusion and describe useful practices. The Drafters believe that their efforts provide an excellent opportunity to formalize what freelance translators and agencies should expect from each other if they agree with the standards that are described in this Code.

The purpose of this Code is to describe the business relationship between a freelance translator and a translation agency in transparent terms. The Code also considers future developments, for example how to deal with new technology (specifically machine translation).

The Code is based on the premise that the agency and the translator are equal partners. It is an explicit record of the parties' desire for a professional relationship based on an appreciation of, and mutual respect for, each other's position.

## **From the agency's perspective**

Every day, billions of words make their way along the supply chain from text production, via translation, to ultimately the reader. Both translators and translation agencies play a vital role in this market.

As countless translators and agencies have successfully demonstrated, everyone involved is best served by having a good business relationship, based on fairness and a clear understanding. By adopting agreements that provide a clear and fair framework – or 'best practices' – everyone can focus on their core activities and together create the added value that every client seeks.

The Drafters are pleased that they have come to an agreement about such matters and recorded them in this Code. They firmly believe that this document provides a solid foundation for outstanding business relationships.

# 1 Premises for the business relationship

## 1.1 Contractual relationship

When a translator works for an agency as an independent contractor, their relationship is generally governed by a framework agreement as well as individual purchase orders (POs) sent by the agency. The framework agreement contains the 'overall' agreements between the agency and the translator. Purchase orders usually describe agreements for specific jobs, for example the details of the job and the deadline for delivering the translation. A purchase order acts as an extension of the framework agreement and serves as the basis for the translator's invoice.

The framework agreement and the purchase order take effect as soon as the translator has agreed to them. The individual terms of the agreement are subject to negotiation between the translator and the agency. This means that it should be possible, at least in principle, to modify the standard framework agreement if a translator has a request that both parties consider reasonable.

As a best practice, new framework agreements should be presented to a professional association, which should complete its review of those agreements as swiftly as possible. The agency may provide the translator with a Dutch-language framework agreement on request.

Appendix A contains a checklist of possible details for the agency and the translator to agree to in the purchase order.

### *Section 1.1: notes*

It is common for a translation agency to supply a standard framework agreement. The freelance translator has various options: sign the standard agreement blindly, review the terms by themselves or obtain outside advice.

Not every translator possesses the legal understanding necessary to review a framework agreement. Therefore, not every translator is in a position of equality. If the translator encounters any terms or conditions in the framework agreement that they feel are objectionable, they should ask their professional association for advice.

## 1.2 Communication and dialogue

Communications about the business relationship between the agency and the translator should be transparent and prompt, and as clear and complete as possible. The agency and the translator both have a responsibility for the communications about the details of their arrangements. If any of the arrangements need to be modified, for whatever reason, the agency and the translator should contact each other without delay. Once an arrangement has been formalized in writing, however, it cannot be changed unilaterally.

The everyday practice of translation benefits when the agency and the translator maintain a good business relationship. They should treat each other with due care and respect. Interactions throughout the client – agency – translator supply chain should be open and frank. Obviously, if either of these parties is less than happy, they should try to resolve the issue through mutual discussion instead of immediately taking it to a public forum.

Wherever possible and necessary, the agency and the translator should discuss the particulars of jobs beforehand. The translator should explain what they are able to provide in terms of capacity (volume), required standard of quality and requested delivery time (deadline). The agency should not demand more from the translator than is sensible, and should take care to negotiate accordingly with the end client.

Good practice dictates that the agency should first offer a job to the translator who is best suited to carry it out. Ideally, the agency should only contact another translator if the first translator turns down the job. This is not always possible, however, and if time is of the essence the agency might offer the job to multiple translators simultaneously. When that happens, the agency should disclose this fact to all the translators that it contacts. Preferably, it should also tell them how soon it expects them to reply, so that the translator does not spend time carefully reviewing the request only to discover that the job has been given to someone else.

If the translator accepts a job, but later discovers that they will be unable to meet the specific terms of the job, or to meet them on time or properly, they should notify the agency immediately. The agency and the translator should then discuss how best to resolve that particular situation.

If the agency is expecting to receive documents from the client that are needed for a job, but learns that those documents will become available later than previously indicated, or if the translation is needed sooner than previously requested, the agency should notify the translator immediately to discuss the possibilities.

It is in the best interests of everyone involved to schedule jobs in good time, if possible. In some situations (particularly with large jobs), the agency can ask the translator to set aside time specifically for their assignment. However, until the job has been confirmed, i.e. until it is clear whether the job will definitely go ahead and when, any commitment on the translator's part is non-binding. If either the translator's or the agency's schedule for an announced job changes, they should contact the other party as soon as possible.

### 1.3 Subcontracting and replacement

Any translation that the translator delivers is always the translator's own responsibility. In principle, the translator is permitted to outsource jobs to another translator, for any reason. However, it will still be the translator's responsibility to ensure that the translation that is delivered to the agency meets the standards that the agency expects from the translator themselves. When this happens, the translator may inform the agency that someone else is doing the work, to ensure a good business relationship. The translator who does the actual



work is then bound by the same terms and obligations as the agency agreed with the original translator.

If the translator is unable to complete a job themselves, or if they have outsourced a job to another translator but are unable to review the quality of the translation, they should contact the agency so that both of them can decide what the best solution is.

#### 1.4 Non-compete and non-solicitation clauses

Some framework agreements contain non-compete and non-solicitation clauses that have binding effect on the translator. However, the terms of those clauses should not clash with the translator's rights to compete on an independent basis.

The maximum duration of a non-compete clause should be 12 months. During that time, the translator is not permitted to seek direct contact with any of the agency's clients.

If a client contacts the translator directly, the translator and the agency should discuss the situation, based on transparency and mutual respect and with due allowance for each other's interests. Sometimes, the translator might be unaware that they have been contacted by a client of the agency. This does not constitute unfair competition. However, if the translator knows or finds out that the client contacting them is already a client of an agency for which they work, they should act accordingly.

If (within reason) the situation is unclear, or the parties have different views on the situation, the party that suspects this clause to have been triggered should contact the other party to clear up the confusion.

##### *Section 1.4, fourth paragraph: example*

The translator knows that they did a job for an agency that came from Lawyer A, working for Unit B of Law Firm C. Later, the translator receives a direct request from a lawyer from another unit of Law Firm C. Consequently, it may be unclear to the translator whether they should accept the job or not. The best practice in cases of doubt is for the translator and the agency to discuss the situation openly.

#### 1.5 Tendering for contracts, including government contracts

##### 1.5.1 Obligations of the agency

If a translation agency wishes to tender for a contract, it should ask the translator first whether it may use the translator's documents – résumé, academic degrees and certificates, references, project history – for the tender, and only include those documents if the translator agrees.

The agency and the translator should agree about compensation before the contract is awarded – more specifically, at the time that the translator is asked to take part in the tender. Although the agency and the translator may make agreements about rates in

advance, they should also do their best to avoid a situation where tendering is done purely on the basis of rates, to prevent a downward spiral of rates.

Once the agency has been notified of the outcome of the tender, it should notify all the translators who took part in the tender within two weeks.

This will ensure that the documents that the translators supplied are used only for the purposes of the agency's tender. It will also ensure that, if the agency is awarded the contract, it will in fact ask the same translators to do the work. The agency should only approach other translators if the original translators do not respond in good time.

### 1.5.2 Obligations of the translator

If the translator wishes to carry out translation jobs under a contract for which the agency plans to tender, the translator should on the agency's request provide true and accurate copies of their résumé, academic degrees and certificates and any other documents that are required for the tender, or else allow the agency to use the information that it already has on file.

The translator should provide the agency with all requested information except if it falls under a contractual duty of confidentiality.

When the translator provides the documents or consents to the use of their information, the translator and the agency should make an agreement on what the translator's rates will be if the agency wins the contract.

If the agency wins the contract, the translator should make an effort to be available for that agency, at the rates agreed when the offer (tender) for the contract was submitted.

### 1.6 Translation tests

Besides the usual selection criteria such as training and experience, the agency may ask the translator to translate one or more texts by way of a test. The agency and the translator should agree whether or not the translator will be paid for this translation.

If the translator does the translation test for the agency free of charge, the agency should not pass on the translation to a client in exchange for payment.

The maximum word count for a translation test should be 300 words per area of specialization. However, a test may be longer if the agency considers, on reasonable grounds, that 300 words is not enough to properly judge the translator's skills, or if the agency pays the translator for the translation.

The agency should always provide the translator with constructive feedback on their translation test within a reasonable period of time.

## 1.7 Professional liability insurance

Good practice dictates that the translator should take out appropriate insurance to properly cover the risk of professional liability.

## 2 Quality

### 2.1 Quality: an issue of mutual interest

It is in the best interests of both the agency and the translator that high-quality translations are delivered that meet the conventional standards for language and translation, and comply with the specific requirements that have been agreed with the client.

If the agency and the client agree on a deadline and specific requirements for a particular job, it is the agency's responsibility to ensure that these are realistic from the translator's perspective.

### 2.2 Quality parameters

The agency will help the translator to deliver a high-quality translation by:

- a. passing on clear instructions, if any have been given for the job, about required terminology (terminology database, e.g. a termbase or TB), translation memory (TM), reference data, client-specific terminology and style preferences;
- b. agreeing with the client on a realistic deadline for delivery; and
- c. offering the translator its assistance, a point of contact for queries and technical support in order to complete the job to the highest standard possible.

The translator in turn will ensure that they possess and maintain the required expertise and capabilities to properly use the tools provided, plus the most common translation technology.

If the translator believes that they need to depart from the TB or other stated requirements, they should discuss this with the agency as soon as possible.

#### *Section 2.2a: notes and examples*

In practice, agencies sometimes send their translators large numbers of lengthy documents containing earlier arrangements with clients, without first establishing whether those documents in fact have any bearing on the job. The agency then expects the translator to determine by themselves how relevant all the various documents are.

As a rule, it is in the best interests of all the parties involved to include background information. However, if the documents are supplied in rough form, this forces the translator to spend a great deal of time preparing for the job. Even if the information is supplied in a structured form, it is not always easy for the translator to remember what terminology and style to use while they are translating. It is practically impossible, for example, to remember every single term in a terminology list of 500 entries, or every style rule in a 50-page style guide.

It is fair for an agency to expect a translator who is working on a French translation intended for French readers to avoid Belgian options (and vice versa), or to ask a translator not to use UK English in a translation intended for the USA.

However, translators should not be expected to deliver the impossible. The documents that an agency provides with a job should, therefore, be proportionate and relevant, and the agency should make allowance for what is humanly possible.

If a translator is repeatedly asked to process disproportionate amounts of background information, the best practice is to discuss the issue with the agency. For example, a two-hour translation job should not come with 200 reference documents: that is unacceptable.

### 2.3 Responsibilities of the agency and the translator

If the agency asks the translator to use a CAT tool to translate a document, and supplies one or more TMs and/or TBs, the translator is not responsible for any mistakes resulting from the TMs and TBs provided, unless they have been specifically requested to correct those mistakes.

If the translator notices a mistake in a TM or TB that they have received, or has difficulties with the technical features of the CAT tool, they should immediately contact the agency to discuss how they should proceed and, if they are asked to do extra work, how they will be compensated.

Besides the agency's own responsibility in such matters, the translator is also expected to immediately report anything that strikes them as unusual in the source text, for example errors, missing pages and apparent inconsistencies.

The translator and the agency should both proactively and promptly contact each other if they have questions, if anything is unclear, if they encounter technical problems or if the process does not go as foreseen.

If the translator contacts the agency with any questions or comments about the text and its subject matter but does not receive a reply before the deadline, then to avoid unnecessary delays they are permitted to deliver the translation with those questions and/or comments added on. The agency should then accept that the translator was unable, at that time, to resolve the problems identified.

If the client subsequently sends the answers, the agency and the translator may decide, in mutual agreement, to update the translation at that time. If the translator is required to carry out additional work, for which additional compensation would be required, the translator and the agency should discuss that compensation in good time, i.e. before the translator carries out the additional work. The translator and the agency may also decide, if this is possible, to put the translation on hold while they wait for the client's answers and instead set a new deadline for delivery.

The translator and the agency should agree on what format to use for submitting comments: whether directly in the CAT tool or in a separate document.

## 2.4 Translation and revision: the four-eyes principle

The translator should deliver their work to the best of their ability, which means, for instance, rereading their translation at least once. However, humans are not infallible and anyone can miss a mistake. To safeguard the quality of the translation, the agency should use a system of revision according to ISO 17100, unless otherwise agreed with the client.

If a client believes that it is unnecessary for the agency to revise the translation, this generally implies specific (i.e. lower) quality requirements. Best practice dictates that when this happens, the agency should inform the translator that the agency will not be revising the translation. Be that as it may, if the translator asks for this information at the time that the job is awarded, the agency should reveal whether a revision round will take place after the translation has been delivered.

If the client decides to forego the revision, the final responsibility for the translation (as always) lies with the agency. Any complaints should be handled in accordance with the procedure described below in section 2.6.

If possible, the agency should give the translator the opportunity to correct any mistakes and, if they wish, to respond to the reviser or the agency if the corrections contain any mistakes.

### *Section 2.4: notes*

The four-eyes principle is a gold standard, i.e. the best practice for ensuring the quality of the translation. In other words, a translation that has been revised after delivery by the translator will be of a higher quality than an unrevised translation. The agency should consider what the most ideal product is from the perspective of the client's request and needs. Is the translation fit for purpose? Not only is it in the best interests of everyone in the supply chain for the translator to know whether or not the translation will be revised, but this also aligns with the transparency that this Code seeks to achieve.

ISO 17100 certified agencies should use revision for the purpose of quality assurance, unless the client has indicated that they do not want or need their translation to be revised.

### *Section 2.4: examples*

Example 1: A reviser is working on a large document (12,000 words). They correct some inconsistencies in the translation that the translator had overlooked, and change a few sentences to make them easier to read. The original translation was already good, but the revised translation is even better.

Example 2: A reviser is working on a large document (12,000 words). They quickly notice that the translation does not meet the required standard of quality, and that the translator did not follow the instructions. The reviser discusses the situation with the agency, if necessary using examples from a short piece of revised text where multiple corrections were necessary. The agency acknowledges the reviser's complaint, and sends the translation back to the first translator. The first translator improves the translation until it meets the stated quality requirements and instructions. The updated translation is then revised. The finalized translation is good, and much better than the original version.

Example 3: A reviser is working on the same large document. In a fit of enthusiasm, they make far too many unnecessary changes and send the 'revised' document to the agency with an unwarranted complaint about the quality of the translation. The agency forwards the complaint to the first translator, together with the revised translation. The first translator provides several examples showing that the original translation was correct and that the changes are no better than the original translation, or that they are worse or even wrong. The agency then acknowledges that the first translator is right and sends the document to another reviser, who makes only a handful of minor changes. The finalized translation is excellent.

## 2.5 Feedback

Feedback from the agency and/or the client is important for the translator's professional development and to help improve the final product. Therefore, the agency should give the translator regular feedback on the quality of their work, the practicalities of working together and specific areas where the translator needs to develop or improve. This might include feedback from clients, project managers and/or revisers who work for the agency.

Similarly, the translator may give the agency feedback on jobs and the practicalities of working together. Feedback from the translator is an important opportunity for the agency to learn from the translator's expertise, and if necessary modify its methods and approach to working together.

## 2.6 Complaints

Sometimes mistakes occur in the supply chain where a client, an agency, a translator (and/or their replacement) and a reviser work together.

If the client has a complaint about the final product and/or the process, the agency's initial responsibility is to determine all the facts of the situation. If the complaint concerns the translator's work, the agency should discuss the matter with the translator to agree on a solution, taking into account what was agreed about the required quality and other terms of the job, the information and tools supplied by the agency, and how the translator

interpreted the agreements. If the agency and the translator are unable to come to a mutually acceptable solution to the complaint, they should appoint an external and independent expert together to determine whether the complaint is valid.

The intention underlying the procedure for dealing with complaints is to agree on a solution. However, it should also consider their future business relationship. Therefore, one thing that should be borne in mind throughout the process of handling the complaint is continuity of service, as evidenced by the following:

- a. their collective desire not to lose the client, which is a responsibility that the agency and the translator share; and
- b. their desire to prevent future complaints, which could be achieved by focusing on continually improving the product and the process.

Section 4.4 of the Code describes how to handle the financial aspects of a complaint.

#### *Section 2.6: examples*

1. Shortcomings in the translation where it makes sense for the agency to give the translator feedback:

- failing to follow style preferences and other explicit instructions;
- leaving inconsistencies in the translation;
- delivering the translation despite having serious doubts, without having discussed it with the agency or adding notes;
- failing to meet deadlines;
- not adhering to the TB;
- not using tags correctly;
- failing to follow instructions regarding character count;
- introducing unnecessary and/or superfluous spaces; and
- showing a frequent disregard for proper spelling, grammar, punctuation.

2. Shortcomings of the agency during the translation process where it makes sense for the translator to give the agency feedback:

- not giving proper instructions, or giving instructions that are unclear;
- providing the source text later than indicated, without adjusting the deadline;
- altering instructions while the translation is in an advanced stage, without considering the implications;
- changing the source text and/or adding new text while the translation is in an advanced stage, without adjusting the deadline or adjusting the fee;
- bringing the deadline forward while the translation is in an advanced stage;
- if the deadline is pushed back because of late changes or additions: failing to discuss this with the translator first or to consider that the translator might have other work commitments after the original deadline;
- failing to respond promptly to questions that the translator asks the project manager, i.e. failing to explain whether a question is being dealt with;
- the project manager providing unclear or useless answers to the translator's questions; and
- having an inexperienced project manager who does not speak the target language ask the translator questions about language or subject matter.



## 3 Technology and related resources

### 3.1 Source and target text formats

Before jobs begin, the agency and the translator should agree about the format for providing the source text and the format for delivering the translation. Both parties should acknowledge that preparing a source text that is not editable takes time, as does updating the document to the format in which the translator is expected to deliver the translation. The agency and the translator should agree on separate financial compensation for this.

### 3.2 Use of information technology (IT)

Before jobs begin, the agency and the translator should agree about the use of the following forms of information technology: IT platforms, TMs, TBs, CAT tools and machine translation (MT).

If a job involves using client-specific or agency-specific software, the agency should provide the translator with the necessary technical support to use that software.

#### *A IT platforms*

It is becoming increasingly common for clients to operate via IT platforms. This rising popularity is one reason why more and more agencies have also adopted web portals and online applications for sharing source files and other relevant documents. Where this occurs, the agency should give the translator secure access to its web portal and the necessary applications.

#### *Section 3.2A: notes*

In the future, it will become more and more common for translators to work within agencies' web portals and systems. If the translator wishes, they should be allowed to create and maintain their own TM (unless this is impossible for reasons of confidentiality). This can be done by having the agency send the translator a TM based on the text, or else the finalized version of the translation.

#### *B TMs and TBs*

If a job involves terminology requirements, a translation memory and/or client-specific terminology and style, the agency should give the translator clear instructions about this. The agency should also share any TMs and TBs that the translator is expected to use, whether via its own platform or otherwise. It is the agency's own responsibility to maintain and update its own TMs and TBs. If a translator is asked to update a TM and/or a TB, the translator and the agency should agree about suitable compensation for this additional service.

## C CAT tool

Agreements about using CAT tools should also deal with how volume is calculated (weighted word/keystroke count). If the translator does not possess the required CAT tool, or a compatible CAT tool, the agency may grant them use of the tool, whether on the agency's own platform or otherwise.

## D MT

Before jobs begin, the agency and the translator should agree about the use of machine translation tools such as Google Translate and DeepL.

If the translator uses MT, they should exclusively use a secure 'professional' version such as DeepL Pro or E-Translation (EU), so that the translated text is not recorded elsewhere and cannot be accessed by third parties.

If the agency does not wish the translator to use machine translation, the framework agreement and/or the purchase order should make this explicitly clear to the translator.

### *Section 3.2: notes*

Agencies and clients sometimes do not want MT to be used, for example for reasons of creativity (i.e. a professional translator's creativity) or to protect data (e.g. if some or all of the text may not be transferred outside the EU, for legal reasons, which is something that MT does not guarantee).

## 3.3 Human editing of machine translation (post-editing)

If the agency asks the translator to review a machine translation (to 'post-edit' it), the agency and the translator should agree before the job begins what the required standard of quality is.

### *Section 3.3: notes*

One reason for using machine translation along with post-editing is if the deadline is very tight and speed is more important than providing the highest quality. In these situations, the agency should specify what translation quality would be considered fit for purpose.

## 3.4 Responsibility of both parties for information security (cybersecurity)

Both the translator and the agency are responsible for ensuring a safe level of information security. The parties should acknowledge the need to protect confidential data contained in digital files, and should take appropriate and proportionate measures for the protection of information (cybersecurity), to considerably lower the risk of cybercrime.

The agency and the translator should employ sufficient security resources to ensure a reasonable level of protection of their overall IT infrastructures – servers, networks, hardware, software and communication devices – against viruses and other malware.

Appendix B describes five key principles of running a digitally secure business, plus a checklist of information security measures.

*Section 3.4: notes and examples*

Translators can encounter any number of difficulties: their computer (hardware) might crash, the operating system or software might crash, they could lose their internet connection, they might have problems exporting their work from their CAT tool, they could lose the text, etc.

They can minimize these risks by backing up their work at least twice every day and exporting it from the CAT tool to check if the conversion works, to avoid encountering problems closer to the deadline. Even with Trados and MemoQ, which have an autosave function, it is still advisable to export the translation on a regular basis.

### 3.5 Copyright

All copyrights created as a result of the translator's work, for example translations of literary and academic texts, should be treated in accordance with the relevant laws and regulations. In particular, it is important to remember that copyright does not pass to the agency or the client until after payment of the consideration (i.e. after the translator's fee has been paid).

## 4 Rates, pricing, payment

### 4.1 Arrangements about rates

It is in the best interests of the entire translation industry for translators to be paid a fair income and agencies to record a fair margin. This is the only way to keep the best translators in the business, make the profession appealing to talented individuals in the long term and allow agencies to continue to develop and evolve in response to the market's needs. Therefore, the agency and the translator should both endeavour to prevent rates from spiralling downward.

The agency and the translator should agree in advance about what the standard rates are and what the specific rate for the job is. They might also agree about the following types of rates:

- a. a minimum rate for small jobs;
- b. a temporary discount to offer beginner translators the chance to develop as professionals from practical experience, on condition that the agency provides additional feedback and guidance;
- c. a rush rate for very urgent jobs or jobs with a deadline that requires working in the evening, at night or on weekends;
- d. discounts for large volumes;
- e. TM discounts for 'fuzzy matches'; and
- f. agreements about alternative rates in non-standard situations.

The rate for a particular job should be recorded in the purchase order.

#### *Section 4.1b: notes*

The translator and the agency should make clear arrangements about discounts: how much and for how long, for example a specific period or a maximum number of words or hours worked. The rate should be determined by the quality of the translation, not by who the translator is. If a beginner translator delivers solid work, their rate should not be marked down with such a discount. If a translator who has agreed to a beginner's rate delivers a translation, and the agency does not perform any revision on it, they cannot be given any useful feedback and therefore their rate should be modified to eliminate the beginner's discount.

### 4.2 Additional work (job variations)

If the translator realizes that they will need to perform additional work (unforeseen) in order to deliver the contractually required standard of quality, they should discuss this with the agency as soon as possible. The parties should come to an agreement about payment for that additional work, if it is agreed to.

#### *Section 4.2: notes*

The translator might need to do additional work if they encounter locked segments, for example, or text blocks that are not included in the original word count, or images, complicated layout, etc.

### 4.3 Invoicing, payment deadlines

The translator should invoice for jobs within a reasonable space of time, so as not to cause problems for the agency's taxes and accounts. The agency should pay the invoice by the agreed deadline. The agency and the translator may include arrangements in the framework agreement about timeframes for invoicing and payment, which should follow European regulations for B2B payments: unless the agency and the translator agree otherwise, the payment deadline is 30 days after the invoice date, although it is possible, at least in principle and subject to mutual consent, to agree on a payment deadline of up to 60 days.

The agency should not make payment of the translator's invoice contingent on first receiving payment of its own invoice from the client. In other words, 'Pay-When-Paid' or 'Pay-If-Paid' arrangements are not acceptable.

### 4.4 Fee markdowns for culpable shortcomings by the translator

If the agency or the end client has a complaint about the quality of the work delivered by the translator and/or about how the translator carried out the assignment, the translator should first be given the opportunity to correct their work, insofar as this is possible. If the complaint concerns the delivered translation itself and the agency and the translator are unable to agree, an independent reviser may be brought in, as described in section 2.6.

In the event of a shortcoming for which the translator is to blame (i.e. is culpable), for example if the translation is delivered late and/or does not meet the required standard of quality, the parties may decide, in mutual agreement, to mark down the translator's fee.

However, they should bear the following in mind:

- a. the extent to which the translator is to blame for the reason for the complaint;
- b. whether any extenuating circumstances exist in connection with the reason for the complaint;
- c. the loss or damage caused by the culpable shortcoming, such as harm to the relationship with the client, including implications that go beyond the current job, for example jeopardising the contractual relationship between the agency and the client;
- d. the costs that the agency has incurred to remedy the problem.

#### *Section 4.4: notes and examples*

Example: the agency and the translator agree that the translator will deliver a certified Portuguese translation of a court summons, and agree on the date, time and place of delivery. The translated summons is one of the documents that is needed for a criminal case. An hour before the deadline, the translator calls the agency to announce that they cannot deliver on time. The agency has no time to find an alternative translator to do the work. As a result of the delay, the client suffers tens of thousands of euros of damage, and (more immediately) terminates its relationship with the agency. If the translator is to blame for this shortcoming, the agency may mark down their fee. In its severest form (except bringing legal proceedings), the agency might decide not to pay the invoice at all and terminate the framework agreement with the translator, or otherwise stop sending work to the translator.

If the agency and/or the client suffer severe loss or damage as a result of a culpable shortcoming on the translator's part, this could give rise to legal liability. However, this Code is not intended to cover issues of liability or legal claims – these are the domain of insurers, lawyers and the judiciary.

# Appendices to the Dutch Translation Industry Code of Business Practices

# Appendix A – Purchase order checklist

Each purchase order (PO) should be recorded in writing. However, purchase orders are not required to follow a specific format.

A purchase order for a specific job might contain agreements about the following matters:

- date of the purchase order;
- timeframe/deadline for delivery;
- description of the job: source language and target language, volume of text to be translated or revised;
- formal and technical instructions;
- client-specific language requirements, terminology, conventions, formatting and layout requirements;
- format in which the source text will be provided;
- format in which the translation should be delivered;
- files for translating or revising, as attachments or as hyperlinks;
- additional reference materials:
  - TM
  - TBas attachments or as hyperlinks;
- details about quality assurance by a reviser (QA check);
- whether or not the translator may or should use MT;
- timetable for the delivery process and, where applicable, agreements about delivery in instalments;
- objective qualifications that a replacement translator must possess;
- whether or not a reviser will check the translation;
- method of calculating the volume / basic unit for calculating the price (word count in source or translation, characters, keystrokes, hours, etc.);
- rates: standard, rush, minimum, initial, discounts, non-standard rates; and
- manner of delivery (e.g. file name requirements).



# Appendix B – Five basic principles of running a digitally secure business (information security, cybersecurity)

## B.1 Five basic principles

The five basic principles of running a digitally secure business have been drafted to help business owners to maintain a basic level of security. Business owners who follow these five basic principles will be better protected against cyber risks that could potentially disrupt their business operations.

### ***Principle 1 – Identify vulnerabilities***

Make a list of your business's ICT components and vulnerabilities, and do a risk analysis. With each risk, look at availability, integrity, and confidentiality.

### ***Principle 2 – Choose secure settings***

Check the settings of equipment, software, and network and internet connections. Adjust default settings and take a critical look at functions and services that are automatically 'on'.

### ***Principle 3 – Run updates***

Check if devices and software are up to date. Install security updates immediately. Enable automatic updates so that your devices and software always run the latest version.

### ***Principle 4 – Limit access***

Define for each co-worker or employee which systems and data they require access to for their work. Make sure that access rights are amended when someone takes on a new position or leaves the company.

### ***Principle 5 – Prevent viruses and other malware***

There are 4 ways to prevent malware: Promote secure co-worker and employee behaviour, use an antivirus program, download apps securely, and limit the ability to install software.

Source: Dutch Digital Trust Center, April 2023

[The 5 basic principles of running a secure digital business | Business.gov.nl](#)

## B.2 Checklist of information security measures:

- a. make temporary copies of work in progress at least twice every day while working on the translation, and export temporary versions of the work from the CAT tool;
- b. secure documents physically, for example by adopting a 'clean desk' policy;
- c. choose secure settings for hardware and software;
- d. use the latest antivirus software;
- e. install security updates immediately as soon as they become available;
- f. use logins (username and password) to limit access to computers, preferably with two-step verification;
- g. use strong passwords; and
- h. regularly back up all saved files.

# Appendix C – Composition of the working group

This Code is the product of a working group's efforts between March 2019 and March 2022. The composition of the working group changed when the associations that drafted the Code began a second round of talks in 2021. The working group's composition during this time was as follows:

<b>Name</b>	<b>Title and/or role</b>	<b>Period</b>
<b>Kees Engels</b>	Independent chair	March 2019 to April 2020
<b>Ton Máčel</b>	Independent chair	February 2021 to February 2022
<b>Paula Kager</b>	Minutes secretary and text drafter	March 2019 to April 2020
<b>Anna Helmers-Dieleman</b>	Minutes secretary and text drafter	February 2021 to March 2022
<b>Eveline van Sandick</b>	VViN Board member	Entire period
<b>Steven van der Hulst</b>	VViN member	June 2019 to April 2020
<b>Hilde Mol-Lukkezen</b>	VViN Board member	February 2021 to March 2022
<b>Brigitte Dankers</b>	NGTV member/Board member	March 2019 to April 2020
<b>Jan Machiel Butter</b>	NGTV member	February 2021 to March 2022
<b>Paula Kager</b>	NGTV Board member	Entire period
<b>Pete Thomas</b>	VZV member/Board member	Entire period
<b>Titia Meesters</b>	VZV member/Board member	Entire period
<b>Claire Koers</b>	SENSE EC member	March 2019 to April 2020
<b>Mike Gould</b>	SENSE EC member	March 2019 to April 2020
<b>Samuel Murray</b>	SENSE EC member	February 2021 to March 2022

# Appendix D – Side by side: the Hungarian Agreement and the Dutch Code

<b>Ref. Hungarian Agreement</b>	<b>Ref. Dutch Code</b>
Preamble	Foreword
-	Introduction: background to this Code
1 Definition of Terms	-
2 Terms of Cooperation	1 Premises for the business relationship
2.1 Master Agreement and Individual Orders	1.1 Contractual relationship
2.1 The written Purchase Order shall include the following:	Appendix A
-	1.2 Communication and dialogue
2.2 No Subcontracting	1.3 Subcontracting and replacement
2.3 Non-Disclosure and Non-Competition	1.4 Non-compete and non-solicitation clauses
2.4 Certification of Professional Experience, References	1.5 Tendering for contracts, including government contracts
2.5 Test Translations	1.6 Translation tests
-	1.7 Professional liability insurance
3 Quality	2 Quality
3.1 Mutual Requirements of the Language Service Provider and the Translator/Reviser	2.1 Quality: an issue of mutual interest
-	2.2 Quality parameters
3.2 Duties and Responsibilities of the Language Service Provider and the Translator/Reviser	2.3 Responsibilities of the agency and the translator
3.3 Conditions and Details of Job Assignments	-
3.4 Quality Requirements: Translation, Revision, Review	2.4 Translation and revision: the four-eyes principle
-	2.5 Feedback
3.5 Complaint Management	2.6 Complaints
4 Technical Background and Resources	3 Technology and related resources
-	3.1 Source and target text formats
4.1 CAT Tool	3.2 Use of information technology: IT platforms TMs, TBs, CAT tools, MT
4.2 Use of Machine Translation (MT)	3.2
-	3.3 Human editing of machine translation (post-editing)
4.3 Technological Requirements of the Assignment	3.4 Responsibility of both parties for information security (cybersecurity); Appendix B
4.4 Copyright	3.5 Copyright
5 Payment	4 Rates, pricing, payment
5.1 Capacity, Expected Daily Output	-
5.2 Settlement	-
5.3 Terms of payment	4.3 Invoicing, payment deadlines
5.4 Public Procurement and Tenders	1.5
-	4.1 Arrangements about rates
-	4.2 Additional work (job variations)
-	4.4 Fee markdowns for culpable shortcomings by the translator
-	Appendices A, B, C

