

Language Access Project Program Partnership Agreement

This internship program agreement ("Agreement") is made by and between GLOBAL WORDSMITHS LLC ("Global Wordsmiths"):

Located at:

6401 Penn Ave,
Suite 300
Pittsburgh, PA 15206

With an email address of: admin@globalwordsmiths.com

and _____ ("Partner Organization"), Located at:

With an email address of: _____

Each entity shall individually be referred to as each "Party" and collectively referred to as the "Parties."

In consideration of the promises and covenants contained in this Agreement, the Parties agree to the following:

1. Services

Global Wordsmiths will provide the following services under this Agreement ("Global Wordsmiths Services"):

- Identify and select qualified students who are fluent in at least two languages ("Interns") to perform translation and interpretation services for the Partner Organization
- Provide Translation and Interpretation Best Practices training to all Interns to ensure their competence in the delivery of translation and interpretation services
- Supervise and mentor the Interns to ensure their competence in the delivery of translation and interpretation service
- Ensure Interns' legal compliance with regard to security clearances, mandated reporting, work eligibility and any applicable privacy and security laws
- Provide the Interns' language interpretation and translation services ("Language Services") to the Partner Organization at no cost
- Provide the Partner Organization with communication channels and assistance to ensure that the Partner Organization is able to ask questions, report grievances, request information, etc.

- Provide one, two-hour training to the Partner Organization's staff about the meaning, importance and best practices of language accessibility and applied skills for the use of language assistance resources

Partner Organization are responsible for the following under this Agreement ("Partner Services")

- Read, sign, and return the Language Access Project Logistics Manual for Partner Organizations
- Submit documents for translation per the instructions in the Language Access Project Logistics Manual for Partner Organizations
- Make requests for telephonic interpretation per the instructions in the Language Access Project Logistics Manual for Partner Organizations
- Provide consistent opportunities for language services in order to expose Interns to experiential learning
- Be responsive in communications with Global Wordsmiths regarding the program's activities, logistics and deliverables
- Encourage staff to attend one, two-hour training to the Partner Organization's staff about the meaning, importance and best practices of language accessibility and applied skills for the use of language assistance resources (at least one representative must attend)
- Make a nonbinding commitment to advance language accessibility within your organization; and to use the translated materials, knowledge, information and resources gained through participation in this program to make your organization a more welcoming and accessible one for people who do not speak English

2. Requesting Interpretation and Translation Services

Since Global Wordsmiths is a small organization with limited capacity, it is very important that Partner Organizations follow the procedures outlined in the Language Access Project Logistics Manual for Partner Organizations to submit documents for translation and request language interpretation.

3. Relationship Between the Parties

No monetary compensation will be exchanged between the Parties. All translation, interpretation, training, copyediting, intern stipend payments, Program Manager compensation, and other programmatic costs are paid in full by Global Wordsmiths as part of Global Wordsmiths' commitment to social impact. Partner Organizations are not required to provide Global Wordsmiths with financial reimbursement of any kind. Participation in The Language Access Project does not imply any future contractual solicitation, expectation or obligation. Neither Party may represent themselves as agents of the other Party nor enter into any binding agreements, contracts, or obligations, whether written or oral, on behalf of the other Party.

Nothing contained or implied in this Agreement creates an employer-employee relationship between Partner Organization and Global Wordsmiths as defined by the Internal Revenue Service nor does it create a joint venture, partnership, or similar relationship between Partner Organization and Global Wordsmiths. Global Wordsmiths shall have direction and control

over the means and manner of providing the Services, subject only to the right of Partner Organization to specify the desired results. Global Wordsmiths understands that Partner Organization will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Global Wordsmiths.

4. Warrants and Representations

Both Parties warrant and represent that they will ensure their respective organization/company will comply with all Federal, State and local laws, regulations, and ordinances.

5. Term

This Agreement shall be effective upon signing and shall remain in effect until September 1, 2021 unless terminated earlier subject to the termination clause below. This Agreement may be renewed or extended subject to mutual agreement by the Parties in writing.

6. Non-Exclusivity

This Agreement is not exclusive and Global Wordsmiths may provide similar or expanded services for other clients, customers, individuals, organizations, or entities during the Term of this Agreement.

7. Opportunity to Cure

The Parties will deal in good faith throughout this Agreement. If either Party does not feel that the other Party is adequately providing their respective Services, they shall notify the other Party in writing subject to the notification clause of this Agreement. The receiving Party shall have five (5) days to acknowledge and attempt to cure any such deficiency.

8. Ownership of Services Work

The Partner Organization shall have ownership of all translations provided and the copyright to all applicable translated materials.

9. Liability and Indemnification

Each Party agrees to indemnify and hold harmless the other Party as well as each Party's subsidiaries, owners, employees, agents, the Interns, and subcontractors from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, which may result from or attributable to acts, omissions, or breach of this Agreement or actions of the Intern under the scopes defined above by the indemnifying Party, and its subsidiaries, owners, employees, agents, and subcontractors. This provision shall survive the Term of this Agreement.

10. Work Environment and Intern-Related Communications

In addition to the Global Wordsmiths Services described above, Global Wordsmiths is responsible for preparing the Interns for the situations and information they will encounter when providing translation and interpretation services. In addition to the Partner Organization Services described above, Partner Organization is responsible for the safety and oversight of the Intern while Intern is on the premises of or working under the direction of Partner Organization.

If an Intern reports to Global Wordsmiths that they feel unsafe or have experienced harassment or any form of physical or emotional abuse by a member of the Partner Organization's staff or contractors, Global Wordsmiths will inform Partner Organization of any such report and the Partner Organization will be deemed to have materially breached this Agreement.

Global Wordsmiths requests that the Partner Organization informs Global Wordsmiths immediately of any misconduct or troubling behavior by part of any Intern. Partner Organization and Global Wordsmiths will work together and mutually agree if an Intern must be removed from the program. Additionally, Global Wordsmiths shall have the authority to remove an Intern from the program if they fail to meet any of the requirements for, or lose status of any of the certifications and/or clearances Global Wordsmiths requires of the Interns.

11. Insurance

Both Parties warrant and represent that they carry the necessary insurance to cover their activities under this Agreement.

12. Confidentiality

Owners, individuals, members, employees, contractors, and interns of the either party and the Interns ("Individuals") may see, hear, interact with, or create Confidential Information belonging to either Party. Confidential information shall mean any and all information that is either clearly marked as confidential and/or relates to personal information such as names, social security numbers, A numbers, addresses, etc., business plans or strategies of either Party, internal forms, templates, documents, any item protected under federal intellectual property rights, and/or any item expressly stated by the Party to be confidential. All Individuals of both Parties shall properly treat, store, handle, and interact with Confidential Information so as to protect against disclosure. All Individuals of both Parties shall not share, distribute, or communicate any Confidential Information between the Parties, or to any third Party including other Interns, unless required to carry out the Services under this Agreement. Confidential Information shall not include any matters of public knowledge, information rightfully received by either Party from the other Party or a third party without a duty of confidentiality, and any information required to be disclosed under operation of law.

13. Termination

This Agreement shall remain in effect for the Term of this Agreement as defined above unless terminated under this clause.

Termination without cause. Either Party may terminate this Agreement, without cause, upon ten (10) days prior written notice to the non-terminating Party.

Termination with cause. Either Party may terminate this Agreement immediately upon written notice to the other party under any of the following scenarios constituting “cause”:

- A material violation of this Agreement;
- The dissolution of either Party or filing of any claim for bankruptcy;
- An act exposing the other Party to liability to third Parties for personal injury or property damage.

14. Force Majeure

Any delay or failure to perform under this Agreement by either of the Parties caused by conditions beyond the reasonable control of the Parties shall not be considered a material breach. Conditions beyond the reasonable control of the Parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics and any other act in which the Parties could not have reasonably anticipated or avoided.

15. Notice

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the receiving Party, first class mail to the receiving Party’s physical address listed at the beginning of this Agreement, or email to the receiving Party’s address also listed at the beginning of this Agreement. Any Party may change its address for notice upon giving proper notice of the change in accordance with this paragraph.

16. Amendments

Any amendments or addendums to this Agreement must be in writing and signed by both Parties. Writing includes email communications.

17. Non-Waiver

The failure of either Party to exercise any of its rights under any provision of this Agreement shall not be deemed to be a waiver of such rights in any subsequent event.

18. Assignment

Either Party may not assign or transfer their obligations under this Agreement without prior consent from the other Party.

19. Entire Agreement

This Agreement shall constitute the entire agreement between the Parties.

20. Severability

If any part of this Agreement shall be held unenforceable, the remainder of this Agreement shall remain in full force and effect.

21. Headings

Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

22. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Pennsylvania. The Parties shall seek to resolve disputes amongst themselves through negotiation in good faith. If a dispute cannot be resolved after thirty (30) days from the date of which the cause of dispute arose, then either Party may file in the applicable court of law in Allegheny County, Pennsylvania.

IN WITNESS HEREOF, the Parties execute this Agreement by signing below.



Duly Authorized Representative
of Global Wordsmiths

May 17, 2021

Date

Duly Authorized Representative
of Partner Organization

Date