TRANSLATION / INTERPRETATION AGREEMENT

This Agreement is made effective as of 7·1·24 by and between JEFFERSON SCHOOL DISTRICT (Hereinafter "Company") and Syntex Global, INC. (hereinafter "SYNTEX"). Company and SYNTEX are sometimes referred to in this Agreement as a "Party" or, collectively, as "the Parties."

Therefore, the Parties agree as follows:

1. DESCRIPTION OF SERVICES. Upon request by COMPANY, SYNTEX will provide interpreting and translation services (hereafter referred to as "SERVICES") at requested location as appropriate to meet the communication needs between COMPANY'S clients and their providers. SERVICES will be provided for languages listed on Exhibit 1.

2. PERFORMANCE OF SERVICES. The extent of SERVICES to be performed shall be as follows:

A. Interpreting SERVICES will be provided onsite, by phone or virtually on an as-needed basis.
B. Translation SERVICES will be provided on an as-needed basis.
C. SERVICES will be available Monday through Friday from 9:00 A.M. to 5:00 P.M. Pacific Standard Time.
D. After hours, weekends and holiday services will be charged a premium of 25% above the base rate. Please refer to Exhibit 1 for a list of services and languages. For the purpose of this contract, after hours assignments begin after 5:00 p.m. or before 9:00 a.m. Monday through Friday; weekends begin after 5:00 p.m. on Friday and ends at 9:00 a.m. on Monday; holidays as noted is listed in Exhibit 2.
E. Services for rare languages will be charged a premium of 25% above the base rate. Premium rates for rare languages will be charged on a case by case basis and will be agreed to ahead of time by client before such services are booked.

3. PAYMENT. COMPANY shall pay SYNTEX for SERVICES consistent with the rates identified in Exhibit 3 attached hereto and incorporated herein by this reference. Consecutive interpreting whether done onsite, virtually or by phone is billed at $89.50 per hour. Translation is billed at $0.29 per source word. Transcription is billed at $38.00 per audio minute. SYNTEX shall be guaranteed two (2) hours compensation for each **virtual or phone** response to a service call. SYNTEX shall be guaranteed two (2) hours compensation for each **onsite** response to a service call plus one (1) additional hour of travel. Portions of the hour will be billed in 30 minute increments, rounded up to the nearest 30 minutes whether virtual or onsite. Travel will be charged only for onsite services and will be billed a minimum of one (1) hour. The travel rate will be the same rate as the service provided. A 25% surcharge above the base rate is assessed for assignments rendered after the normal office hours of 9:00 a.m. to 5:00 p.m. – Monday through Friday, on weekends, and on all holidays listed in Exhibit 2. Compensation terms between SYNTEX and COMPANY shall remain in strict confidence between SYNTEX and COMPANY. SYNTEX shall submit an invoice monthly for all SERVICES completed. Payment shall be made thirty (30) business days following the receipt of invoice at the Accounts Payable office located at **PO Box 245; Berkeley, CA 94701-0245.** A late fee of fifty ($50.00) dollars and two (2) percent interest rate will be applied each month to all past due invoices.

4. TERM/TERMINATION. This Agreement, once executed, shall be effective for a period of one (1) year and shall renew automatically thereafter on the anniversary date. SYNTEX or COMPANY may terminate this Agreement with or without cause with ninety (90) days written notice by either party to the other at any time during this Agreement.

5. RELATIONSHIP OF PARTIES. In performing the work under this Agreement, SYNTEX will at all times be acting and performing as an independent contractor and not as an officer, agent, servant or employee of COMPANY or otherwise as joint venturer, partner or associate of COMPANY. COMPANY shall not control the manner or method by which the work hereunder is done, it being COMPANY'S sole interest that SYNTEX complies with the terms of this Agreement and with all applicable laws and regulations. Neither SYNTEX nor any of its employees or contractors shall have any right to salary, employment benefits or employment rights available to COMPANY employees. SYNTEX shall be solely responsible for, and shall hold COMPANY harmless and indemnify COMPANY for, all matters relating to compliance with all laws and regulations governing payment of income-tax, self-employment tax, withholding, and social security.

6. ASSIGNMENT. SYNTEX'S obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of COMPANY.

_____SYNTEX GLOBAL

_____CLIENT

7. CONFIDENTIALITY. COMPANY recognizes that SYNTEX will have access to client information. In consideration for the disclosure of client information, SYNTEX agrees that it will not at any time or in any manner, either directly or indirectly, use any information for SYNTEX'S own benefit, or divulge, disclose, or communicate in any manner any client information to any third party without the prior written consent of COMPANY or the client. SYNTEX will protect all client information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

8. NON-SOLICITATION. COMPANY shall make all requests for SERVICES solely through SYNTEX. COMPANY agrees not to disclose, discuss, negotiate, or divulge to SYNTEX'S subcontractors, employees, partners, or business associates information regarding SYNTEX'S fees, invoicing, billing, contractual obligations and/or any methods employed by SYNTEX in the delivery of SERVICES to COMPANY. COMPANY shall not directly or indirectly contact SYNTEX'S subcontractors including translators, transcribers, consultants, or vendors of any kind with whom the client came into contact as a result of working with SYNTEX for any purpose, including solicitation of employment. COMPANY shall not inquire of subcontractor's compensation rates either through the subcontractor or any of SYNTEX'S employees. COMPANY shall not hire any subcontractors, employees, partners, or business associates whom COMPANY came to know as a result of doing business with SYNTEX for a period of one (1) year following that person's separation from SYNTEX or for a period of one (1) year following the termination of this contract. Should COMPANY hire any such subcontractors, employees, partners, or business associates whom COMPANY came to know as a result of doing business with SYNTEX, COMPANY agrees to compensate SYNTEX a recruiter fee which is the greater of fifteen thousand dollars ($15,000) or twenty-five (25) percent of the employee's first year salary with COMPANY.

9. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that one party has disclosed (or has threatened to disclose) pertinent information in violation of this Agreement, the injured party shall be entitled to an injunction to restrain the offending party from disclosing, in whole or in part, such information, or from providing any SERVICES to any party to whom such information has been disclosed or may be disclosed. The injured party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, all records, notes, data, memoranda, models, and equipment of any nature that are in the party's possession or under the party's control and that are related to the other party's business shall be returned the other party.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for COMPANY:	If for SYNTEX: Syntex Global Inc. Seyla Lim, Owner PO Box 245 Berkeley, CA 94701-0245

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. COMPLIANCE WITH LAWS. SYNTEX shall comply, on behalf of COMPANY, with all applicable federal, state, and local laws, rules and regulations.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

19. INDEMNIFICATION. COMPANY shall defend, indemnify and hold SYNTEX, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COMPANY, its officers, employees, or agents.

SYNTEX shall defend, indemnify and hold COMPANY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or SYNTEX, its officers, employees, or agents.

20. INSURANCE. While providing SERVICES during the term of this Agreement SYNTEX shall maintain adequate general liability insurance, worker's compensation insurance (as may be required by the California Labor Code), and errors and omissions insurance. SYNTEX shall provide evidence of insurance on the foregoing policies at the request of the COMPANY.

21. COUNTERPARTS: SIGNATURES VIA FACSIMILE TRANSMITTAL: PHOTOCOPIES. This Agreement may be executed in counterparts. Any signature of this Agreement received via facsimile transmittal shall be deemed as valid as an original signature. Photocopies of this Agreement shall be deemed as valid as the original(s).

22. PROFESSIONAL RESPONSIBILITY: To the extent permitted by law, COMPANY retains professional and administrative responsibility for SERVICES.

23. PERFORMANCE: SYNTEX agrees to perform SERVICES in compliance with all applicable governmental laws and regulations and in accordance with all applicable standards and recommendations of COMPANY'S profession.

23. VENDOR QUALIFICATIONS: SYNTEX agrees to send only "qualified" interpreter to CLIENT'S premises. For the purpose of this contract, a "qualified" interpreter includes interpreters who are certified, interpreters who are native speakers of the target language, interpreters with more than two (2) years of professional interpreting experience, or interpreters who are highly educated in both the target language and in English. CLIENT agrees that although some vendors are certified by one or more independent certification organizations, not all languages are certifiable and therefore not all vendors we send to CLIENT'S premises will be certified.

The Parties with requisite legal authority have executed this agreement as set forth herein:

COMPANY:	**SYNTEX GLOBAL, INC**
Signature: _____	Signature: _____
Print Name: _____	Print Name: Seyla Lim
Date: 9/16/24	Date: _____

_____SYNTEX GLOBAL

_____CLIENT

EXHIBIT 1:
LANGUAGE LIST

Afrikaans	German	Malagasy	Southern Quechua
Akan	Greek	Malay	Spanish
Albanian	Guarani	Malayalam	Sukuma
Amharic	Gujarati	Mandarin	Sudanese
Arabic	Haitian Creole	Marathi	Swahili
Armenian	Hakka	Min	Swedish
Assamese	Hausa	Mongolian	Tagalog
Balinese	Hebrew	Navajo	Tajik
Balochi	Hindi	Nepali	Tamil
Batak	Hmong	Norwegian	Telugu
Belarusian	Hungarian	Oriya	Thai
Bengali	Ilokano	Oromo	Tibetan
Bulgarian	Indonesian	Pashto	Tigrinya
Burmese	Italian	Persian	Tsonga
Cantonese	Japanese	Polish	Tswana
Catalan	Javanese	Portuguese	Turkish
Cebuano	Kannada	Punjabi	Turkmen
Chinese (Simplified)	Kashmiri	Romani	Ukrainian
Chinese (Traditional)	Kazakh	Romanian	Urdu
Czech	Khmer	Russian	Uyghur
Danish	Kirundi	Serbo-Croatian	Uzbek
Dutch	Kongo	Sesotho	Vietnamese
English	Korean	Shona	Wu
Finnish	Kurdish	Sindhi	Yi
French	Kyrgyz	Sinhalese	Yiddish
Fula	Lao	Slovak	Yoruba
Georgian	Maithili	Somali	Zhuang

EXHIBIT 2
HOLIDAYS OBSERVED

Holidays Observed:

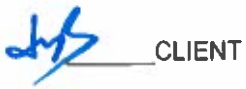
1. New Year's Day
2. Martin Luther King's Birthday
3. President's day
4. Washington's Birthday
5. Memorial Day
6. Independence Day, July 4th
7. Labor Day
8. Thanksgiving Day
9. Christmas Day

RATES

Services	Rates	Minimum Bill Amount	Cancellation Policy
Bilingual Consulting/ Language Proficiency Testing	$175 / Hour	3 Hours	24 Hours
Consecutive Interpreting – remote or on-site*	$95.00 / Hour	2 Hours	24 Hours
Simultaneous Interpreting – Remote or on-site* (Includes: Legal, Highly Technical, Special Background Clearance or Certified Interpreting)	$175 / Hour	6 Hours	48 Hours
Sign Language Interpreting (ASL) (on site or remote)	$150.00 / Hour	2 Hours	48 Hours
Translation	$0.29 / Source Word	$175	N/A
Specialized Translations (Legal, Highly Technical, Certified)	$0.35 / Source Word	$300	N/A
Transcription	$38/ Audio Minute	30 Audio Minutes	N/A
Specialized Transcriptions (Legal, Highly Technical, Certified)	$45/ Audio Minute	1 Hour	N/A

NOTES:	
Billing Policy - Travel Charges for On Site Assignments	We charge a minimum of 1 hour for travel at the same rate as the underlying service we provide. For example, 1 hour of travel for regular interpreting would be $89.50 per hour. 1 hour of travel for Specialized Interpreting will be $175 per hour.
Billing Policy - Cancellations	Cancellations for general services must be made 24 hours before the scheduled start time, otherwise we bill for the entire time booked. Cancellations for Specialized Services or Sign Language must be made 48 hours before the scheduled start time, otherwise we will bill for the entire time booked.
Billing Policy - Portions of the Hour	We bill in 30 minute increments. Portions of the hour will be rounded up to the nearest 30 minutes.
Billing Policy - General Billing	Billing is always for the entire booking time. If the appointment starts early and finishes early, billing starts from the session start time and ends at the scheduled ending time. If the appointment starts after the scheduled start time, billing is from the original scheduled start time and ends at the session's ending time. **Example 1:** Joe was booked from 9:00 am to 12:00 pm. Joe got there at 8:45 am and the session starts at 8:45 am and ends 11:45 am. Billing is from 8:45am to 12:00 pm. Total billed time is 3 hours and 30 minutes. **Example 2:** Joe was booked from 9:00 am to 12:00 pm. Joe got there at 9:00am, but the session began at 9:15 am and finished at 12:15 pm. Billing is from 9:00 am to 12:15 pm. Total billed time is 3 hours and 30 minutes.

_____SYNTEX GLOBAL


_____CLIENT

***COVID Rules**	Onsite interpreting is provided on a case by case basis subject to the latest California COVID 19 health and safety guidance.