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Jiri Stejskal is currently serving his second term as ATA treasurer. He also serves as the treasurer of the American Foundation for Translation and Interpretation and chairs the International Federation of Translators (FIT) Committee for Information on the Status of the Translation and Interpretation Profession. He was born and raised in Prague, Czech Republic. He left Prague for Vienna in 1986 and settled in the U.S. in 1988, where he earned a Ph.D. in Slavic languages and literatures and an executive MBA in general business. An active translator, he joined ATA in 1991, and founded a translation company, CETRA, Inc. (formerly Central European Translations, Inc.), in 1997. In addition to his duties as a translator, company owner, and volunteer for translator and interpreter organizations, he teaches graduate language courses at the University of Pennsylvania. Contact: jiri@cetra.com.

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New Orleans and ATA. ATA has been active on many fronts in responding to the aftermath of Hurricane Katrina.

- ATA President Scott Brennan has communicated with ATA members in and around New Orleans to check on their well-being and to offer whatever assistance we can.

- ATA and its Interpreters Division, led by Administrator Steven Mines and Assistant Administrator Gio Lester, worked with the Red Cross to provide interpreting services through ATA members.

- ATA has donated $1,000 to the Red Cross Katrina Relief efforts.

- ATA’s 47th Annual Conference is scheduled for the Sheraton Hotel in New Orleans, October 31-November 3, 2006. The hotel reportedly survived the storm and flooding in good shape, but it is too early to tell regarding when the city will be up and running and ready for convention business. I just want to assure you that I am working with Conferon, our meeting management partner, and Starwood Hotels, the parent company of the Sheraton chain, to stay on top of any developments with the hotel and New Orleans.

Record Membership. ATA’s membership for 2005 has already surpassed the previous record of 9,041 members in 2003. As of mid-September, ATA had over 9,100 members. Thanks for your continued support and participation.

New Employee. Jon Mendoza joins the ATA staff as certification program specialist. Prior to joining ATA, he taught English as a second language in Japan for three years. Jon minored in Japanese at Georgetown University.

New Divisions Proposed. Two new divisions—Financial Division and Legal Division—are being proposed for establishment. If you are interested and attending ATA’s Annual Conference in Seattle, be sure to join your colleagues at the planning meetings. (Please check the conference final program for times and dates.) If you are unable to attend but would like to register your interest, please e-mail Mary David at ATA Headquarters (financial@atanet.org and/or legal@atanet.org).

Mentoring Program Update. Today’s newcomers to our profession need the advice and encouragement of working translators and interpreters who have on-the-job experience. ATA’s Mentoring Program was organized four years ago, under the direction of Mentoring Committee Co-Chair Courtney Searls-Ridge, to provide just this support. Mentors in the ATA program spend only one to two hours a month working with their mentees, and there are numerous rewards for both mentor and mentee. This program has grown into an invaluable member benefit. Now, with a new searchable online directory of mentors, mentees can select a mentor with the specific skills for which they are looking.

Completion of a mentoring orientation workshop is the first step towards participation in this program. The next workshop will be held during ATA’s Annual Conference in Seattle, and interested mentors and mentees should register now to attend. Here is the link for the registration forms: www.atanet.org/Mentor/Seattle.htm.

Register Today for ATA’s 46th Annual Conference. Register today for ATA’s 46th Annual Conference in Seattle, November 9-12. Visit ATA’s website at www.atanet.org/conf2005 for the most up-to-date listing of educational seminars, exhibitors, and sponsors. You can register online or you can print out the form, complete it, and fax or mail it to ATA.

In addition, while planning your stay in Seattle, please be sure to check out the fantastic Northwest Translators and Interpreters Society website for a wide array of information and activities, www.notisnet.org.

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More than two years ago, the *ATA Chronicle* published the closing article of a series entitled “International Certification Study.” The articles appeared in each issue between June 2001 and August 2003, and were later published as a book. The study examined the ways in which translators and interpreters earn their credentials in more than 30 countries on six continents. In the closing article, I wrote that the study would continue under the auspices of the Fédération internationale des traducteurs (FIT), as I had been appointed chair of the newly formed FIT Committee for Information on the Status of the Translation & Interpretation Profession (hereinafter, Status Committee). The Status Committee was created in order to examine the status of the translation and interpretation (T&I) profession throughout the world. The Committee’s objective was to collect information relevant to the status of translators and interpreters through direct contact with representatives of professional organizations, academic institutions, and governmental agencies in various countries. In particular, the Committee’s plan was to examine how the T&I profession is regulated in various countries, what credentialing procedures are in place, and what types of organizations are available to translators and interpreters. To that end, the Committee conducted a survey in 2004.

The survey, prepared in English and French, was distributed online to representatives of 119 T&I organizations in 54 countries, both members and non-members of FIT. A total of 63 valid responses from 40 countries were collected, corresponding to a response rate of 53%. The following countries are represented (with the number of responding organizations stated in parentheses following each country’s name):

- Argentina (2)
- Australia (2)
- Austria (2)
- Brazil (1)
- Belgium (1)
- Canada (7)
- China (2)
- Croatia (1)
- Cyprus (1)
- Czech Republic (1)
- Finland (1)
- France (2)
- Germany (2)
- Greece (1)
- Guatemala (1)
- Italy (1)
- Japan (1)
- Jordan (1)
- South Korea (2)
- Lebanon (1)
- Mexico (1)
- Morocco (1)
- New Zealand (1)
- Norway (1)
- Panama (1)
- Peru (1)
- Poland (2)
- Portugal (1)
- Qatar (1)
- Romania (1)
- Russia (1)
- Slovenia (1)
- South Africa (1)
- Spain (4)
- Sweden (2)
- Switzerland (2)
- Ukraine (1)
- United Kingdom (2)
- United States (3)
- Venezuela (1)

The survey results reveal that in many organizations, membership status itself serves as a form of credential—a vast majority (93%) of the polled organizations stated that certain criteria have to be met to become a member. Close to one half of all respondents (45%) offer a credentialing program. The organizations that offer such a program provided the following information:

- In most organizations (61%), the credential is not open to non-members.
- In most organizations (81%), the credential is open to members abroad.
- The three most common eligibility requirements instituted in credentialing programs are (in order of frequency):
  1. Experience (76%)
  2. Education (68%)

*Figure 1: Is the Credential Open to Non-members?*

![Yes (39%)](image1.png)

*Figure 2: Is the Credential Open to Members Abroad?*

![Yes (81%)](image2.png)
3. Membership in organization (64%)

Other requirements were reported as follows: references or referrals (56%); a screening test in the language of the given country (36%); a mandatory seminar on ethics or best practices (8%); and a mandatory mentoring program (4%). In addition, 40% of the respondents reported using other criteria than those described above. Such criteria include: a national test with comprehensive aptitude and practice components; a code of ethics test; the submission of a translation portfolio where the translations are examined by two peers; interpretation credits for interpreters; interviews; and other tests specific to the given country.

Figure 3: Eligibility Requirements

![Figure 3: Eligibility Requirements](image)

Figure 4: Language Directions

![Figure 4: Language Directions](image)

- Many respondents reported that their credential was tied to continuing education requirements (in some cases, such requirements are not mandatory). For instance, the Translators Association of China requests that certificate holders pursue continuing education and provide proof of such education in order to be recertified every three years. The Australian National Accreditation Authority for Translators and Interpreters is currently developing a new system of continuing education requirements with recertification every three to five years, and is hoping to launch the new system in 2006. British Columbia has a complex system of continuing education requirements in place. Many organizations have a time limit ("expiration date") for their credentials. This limit can be as short as a year or, and this is more frequently the case, can be tied to membership in good standing in the given organization.

- Language combinations offered by individual organizations range from a single language (e.g., the National Association of Judiciary Interpreters and Translators only offers certification in Spanish-to-English) to any language combination requested by the candidate (e.g., in Canada and the Ukraine).

- All organizations that responded certify candidates for translation or interpretation into their native language. Nearly all (96%) offer the credential in the opposite direction as well (native into foreign language). Some (38%) offer the credential for language combinations not involving the candidate’s native language.

- The vast majority (96%) of organizations responding to the survey offer a credential in translation; a majority (65%) in interpretation; some (23%) in terminology; and a few (12%) in other areas (e.g., judiciary interpreting, sight translation, editing). Accordingly, a majority (77%) of credential holders are translators.

- The vast majority (96%) of organizations use an examination to assess the candidate’s capability. Most organizations (52%) have both a written and oral component to their examinations; others use a written test only. No organization uses an oral examination without a written test.
For written tests, a majority of organizations (65%) do not allow the use of a computer during exams. The vast majority (91%) allows the use of reference materials. Further inquiry showed that there is currently no computerized testing among the polled organizations that would satisfy the stringent requirements of ATA’s certification exam.

• The average pass rate for the credentialing examination is 37% (37 out of 100 candidates pass the examination). The rates range from 5% to 75%. Most organizations (67%) do not offer a practice test.

• In most organizations (68%), the government is not involved in the credentialing process. For those organizations that cooperate with their respective governments in the area of certification, the task that is most frequently delegated to the organization by the government is the establishment of educational prerequisites (77%), followed by the examination of candidates (62%).

• More than one half of the respondents (57%) reported that their organization does not have any reciprocal arrangements with other organizations (i.e., does not recognize credentials granted by other organizations).

The summary results presented here give a picture of the current situation worldwide, but should not be viewed as a benchmark of what a certification program should look like. Detailed results of this survey will be made available on the FIT and ATA websites in PDF format. The FIT Status Committee is planning further work in this area to identify best practices and

Continued on p.15
What Business Expenses Can Freelance Translators Deduct to Reduce Income Taxes?

By John Matthews

Note: This article also appeared in the May/June 2005 MICATA Monitor, the newsletter of the Mid-America Chapter of ATA (www.ata-micata.org). The information in this column is not intended to constitute legal, financial, or other business advice. Each individual or company should make its own independent business decisions and consult its own legal, financial, or other advisors as appropriate. The views expressed here are not those of ATA or MICATA.

Those of us who are freelance translators or interpreters aren’t employed by an agency or company. We do jobs for agencies or companies, but they don’t employ us. We work for ourselves at our home, so we are self-employed. We have a lot of expenses related to producing our income, and a lot of those are deductible. Let’s take a look at this topic.

We have a computer, software, dictionaries, desk, chair, Internet service, phone line, cell phone, etc., in our home office. We drive to agencies to meet with clients or we fly to Paris, Missouri, to interpret for a visiting dignitary from Côte d’Ivoire. We travel to N’Djamena and bone-up on our Central-African French for our localization work. We also pay dues to ATA and other professional organizations and attend their conferences to maintain our professional liaisons and expertise. What can we deduct? What follow are general rules and guidelines. Please consult your tax advisor for specifics related to your situation.

Here are some easy and general rules:

• Expenses related to the production of income are often deductible.
• You cannot deduct expenses for which you have been reimbursed or for which someone else paid.
• You need income from translation activities to deduct translation-related expenses.
• Always keep your receipts to substantiate the deductions and keep written records of other expenses.

As you remember from my previous article on home office deductions in the September issue, there are deductible expenses (those items you pay for which are used up within the tax year) and depreciable assets (those items you pay for or own which have a life span of several tax years).

Some Deductible Expenses

1. As I discussed in the article on home office deductions, if you have a home office that you use “exclusively and regularly as your principal place of business,” you can deduct the costs you pay for items you use solely for business (phone and fax service, Internet service, etc.). You can also deduct the expenses of using your cell phone if you use it solely for business.

2. If you use a cell phone, Internet service, computer, printer, or any other similar items for both personal and business purposes, it becomes a much more sticky situation. If you keep an accurate written log and can document how much is business and how much is personal, you can consider deducting the business use portion. Having the accurate written record to substantiate this use is key, and you must show this to the IRS when they audit you. You can’t just guess or estimate. This is a very difficult thing to do, and the last thing you want is to invite an IRS audit.

3. Items such as your computer, translation-related software, dictionaries, or cell phone that are used solely for business purposes are considered business assets. Such items have a life spanning more than just the current tax year, so you must depreciate these items over five years or so. In some cases, you may be able to deduct the total five-year depreciation in the first year. It is important that you consult your tax advisor on this matter.

4. Advertising is what you use to drum up business, so this is deductible. Advertising includes business cards, a website to promote your business, website hosting fees, your ad in the ATA Chronicle and other journals, that outdoor billboard on Main Street with your pretty face, etc.

5. Car expenses for driving to and from jobs, business meetings, etc., are also deductible. Keep a written record of the mileage on your odometer on January 1 and on December 31 in order to calculate the total number of miles driven for the entire year. Also, keep an itemized written record of the...
number of business-related miles driven. The proportion of business-related miles is what is deductible. Most people use a standard mileage rate of so many cents per mile rather than deducting exact expenses for gas, oil, repairs, etc., so you don’t need to keep receipts for this kind of car-related expense. Also deductible are related tolls, parking fees, etc., so keep these receipts. You can’t deduct unrelated mileage, for example, to the grocery store on the way home from a job.

6. Supplies like paper, pens, light bulbs, White Out, printer ink, etc., which are used for business are deductible.

7. General office-related expenses are deductible.

8. Repairs and maintenance in the office are deductible.

9. Rent or lease of business property can be deductible.

10. Expenses you pay for health insurance can also be deductible to a certain extent.

11. Taxes or licenses you pay to operate your business are deductible.

12. Membership dues to professional organizations like ATA may be partially or fully deductible.

13. Expenses for lodging and transportation related to overnight travel for business are generally deductible. The same goes for a temporary work assignment away from home. Meals are partially deductible, or you may claim a standard meal allowance. Keep your receipts.

14. Similar travel expenses outside the U.S. are deductible if you spend the entire time on business. Otherwise, some limits may apply.

15. Travel expenses when you attend a conference in North America, such as ATA’s Annual Conference, can be deductible if you can show that your attendance benefits and is connected to your business. Keep a copy of the conference agenda to demonstrate that it benefits your business.

16. Travel expenses when you attend a conference outside North America can be deductible if the meeting: 1) is directly related to your business; and 2) if it is just as reasonable to hold the meeting outside North America as in it. This can be tricky, particularly if it is on a cruise or at a luxury resort, etc., so be sure to consult your tax advisor.

17. Keep in mind that when you travel, expenses can be divided between business-related and non-business-related. Non-business-related expenses like your tour to the Great Wall of China, visiting the Louvre, drinks at the Hassler, or entrance fees to the Hermitage are not deductible. Non-business-related expenses for your spouse or other person who accompanies you are not deductible.

With regard to #17, what about travel to a foreign country or continuing education to improve your existing skills? If the education maintains or improves your skills needed in your present work, the expenses may be deductible. The following scenarios will give you a better idea of what travel expenses are deductible.

- Mary is a French translator and would like to travel to France to improve her knowledge of the French language and culture and thereby improve her ability to translate. She has chosen her own itinerary to focus on items of specific interest to her. In such a case, she cannot deduct any of these expenses because they are of a personal nature.

- Phil and Bart are Spanish translators and would like to travel to Spain to improve their knowledge of Spanish language and culture and thereby improve their ability to translate. Phil has enrolled at a university in Barcelona to take a one-month course of study in contemporary Spanish issues, and Bart has taken advantage of a study-abroad program through the University of Kansas to attend classes conducted in Spanish at KU’s sister university in Madrid related to a topic that he translates. Both spend the majority of their days on course work. They finish up with a trip to Sitges for a few days to unwind at the beach. Since their trips were mainly for accredited education related to their work, they can deduct expenses for the education-related international travel, tuition, lodging, etc. They cannot deduct the portion related to personal travel and their stay in Sitges.

- Hanna is taking a course at Park College in U.S.-Egyptian relations that will help him in his translation of a biography of President Sadat. The tuition and book expenses are deductible, and the automobile mileage to the college
and back home is deductible. However, since his tuition is paid to attend classes at an accredited institution in the U.S., it may be more beneficial for him to take a Lifetime Learning credit rather than an education deduction. He should consult his tax advisor to determine which credit or deduction will provide him with the greatest benefit.

- John is a Japanese-to-English translator who travels to Beijing to take university courses in translating Chinese-to-English. His expenses are not deductible because they do not relate to improving his existing Japanese-to-English translation skills. The expenses are to acquire new skills, and such expenses are not deductible.

- Nicholas grew up in a Greek household and speaks some Greek. He did some interpreting in the summertime for friends who came from Greece. They paid him for his services and he thought it could be a fun career. So he flew to Athens to study at the Parthenon Institute to improve his Greek and take an interpreter certification exam. His expenses are not deductible because the purpose of his course of study was to acquire minimum skills in his profession. The Parthenon Institute was also not accredited and therefore a questionable institution.

Substantiating your expenses and spending the majority of your time engaged in activities related to your education are very important, so be sure to keep a written record detailing how your time was spent. Also keep in mind that education offered on a cruise or at a resort is suspect and usually considered purely personal.

Why is it important to take as many deductions and credits as you legally can? Let’s look at an example.

Mary works for herself as a freelance translator. She files her income taxes as a single person with no children. She earned $20,000. The income tax on her earnings in 2004 is $1,450. When she deducts her business expenses of $5,000, including home office depreciation, computer, software, printer, supplies, dictionaries, ATA dues, workshops, travel, etc., she reduces her taxable income and her tax goes down to $705. This saves her $745. Therefore, she has cut her taxes by more than half. She can now use the money she saved on taxes to buy a computer, printer, dictionaries, or other necessary items that will help her improve her productivity.

Therefore, the more you can legally deduct from your earnings in order to reduce your taxable earnings, the more of your hard-earned money you get to keep in your own pocket. After all, that’s why we’re in business.

Certification Worldwide: Survey of the FIT Status Committee
Continued from p. 12

possibly develop guidelines for certification programs.

I would like to thank the members of the FIT Status Committee who actively participated in the drafting of the survey and helped to collect contact information: Marion Boers (South African Translators’ Institute); Ann Macfarlane (National Association of Judiciary Interpreters and Translators); Huang Youyi (Translators Association of China); Mary Hoecker and Peter Krachenwitzer (Bundesverband der Dolmetscher und Übersetzer e.V.); and Bill Chilcott (Institute of Translation & Interpreting). I would also like to thank all the survey respondents who were kind enough to fill out the online survey. Without their help, there would have been no results to report here.

1. *International Certification Study* by Jiri Stejskal, Ph.D. 110 pages. Published by ATA in 2003 and available through ATA Headquarters. For more information, visit www.atanet.org.

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California’s Senate Bill 371

By Alexander Rainof

The following appeared in the Winter 2004 issue of Proteus, the newsletter of the National Association of Judiciary Interpreters and Translators.

Since this article was written, SB 371 has been chaptered as 1042. Interpreters in Region II, the largest California region, have signed the contract, whereas interpreters in Region IV carried out a wildcat strike earlier this year. Compensation under the current contract is set at $69,000 per year plus 43% of the base salary in benefits.

Senate Bill 371, a momentous and controversial bill relating to court interpretation, was first introduced to the California state legislature by Senator Martha M. Escutia (D-Norwalk) on February 21, 2001. After numerous amendments and much debate (for a history of the bill, see www.leginfo.ca.gov), the bill was registered on September 28, 2002 in Chapter 1047 by the California secretary of state just a few hours after then Governor Davis’ approval. The bill took less than two years to become law. Its intent was clearly stated in a hearing of the California senate judiciary committee (chaired, incidentally, by Senator Escutia) on May 8, 2000:

“This bill would make legislative findings and declarations about court interpreters in the judicial branch and express a legislative intent to convert the current system where court interpreters are independent contractors to the courts to a system where they become employees of the judicial branch and may be represented in employment matters by a bargaining unit to their employer.”

The new law, known as the Trial Court Interpreter Employment and Labor Relations Act, “sets forth provisions and procedures governing the employment and compensation of certified and registered trial court interpreters, and court interpreters pro tempore, employed by the trial courts” (Senate Rules Committee, 8/28/02). Senator Escutia, who invested considerable time and energy in the bill and used her undeniable power and influence in the legislature to see it become law, declared after the bill was chaptered that “California

“…The limitations the bill sought to place on independent contractors were viewed by many as problematic, unfair, and possibly unconstitutional…”

needs a more functional and reliable system to provide interpreter services” and that “by providing basic employment protections, trial courts will attract and retain qualified interpreters” (Associated Press article, Juliana Barbossa, 9/29/03).

In the California interpreting community, many initially approved or acclaimed the idea of a law to provide protection and security for court interpreters. Many thought such a law long overdue. All too often, after years of loyal service to the courts, interpreters had been summarily dismissed from a courtroom, or told that their services were no longer needed. Such action by the court administration sometimes appeared warranted, but in other instances seemed high-handed, and the interpreter had neither a formal appeal process nor a chance to reply. In some instances, interpreters reluctantly resorted to litigation against the courts, and some were subsequently reinstated. Others, faced with an immediate loss of income and legal expenses, were daunted by the prospect of costly and uncertain litigation.

The following case is fairly representative. In a criminal case, a juror complained during trial that the interpreter (California state certified) misinterpreted some witness testimony. The interpreter was promptly removed from the court and reassigned. When she was granted an interview with a court administrator several days later, she was given three choices: 1) retake the California state court certification examination; 2) have her skills evaluated by an outside entity; 3) not take the test or be evaluated, but stay in an assignment where she would not work on any criminal cases.

The complaining juror had no expertise in court interpretation. He was a friend of the court (as evidenced from an in-camera hearing, later made part of the trial record) who had worked in the prosecutor’s office in that court facility before going on to other activities. The interpreter, in addition to being certified by the state of California, also held a Ph.D. in Romance languages from the University of California at Los Angeles, and had 15 years of service at her facility without any complaint as to competency.

When the California Court Interpreters Association (CCIA) and the California Federation of Interpreters (CFI) intervened on her behalf by contacting the court administration and the commission on judicial performance, the interpreter was reinstated in her court facility. Had she had stronger protection, the judge who had removed her arbitrarily...
might have thought twice before embarking on such a course of action.

Contract interpreters had no medical benefits and often worked with defendants who had tuberculosis, AIDS, or other diseases. Interpreters were uninformed of these conditions. Interpreters claimed that they had contracted diseases (hepatitis) from public facilities, were sometimes attacked or hurt by defendants in the courtroom, had lost work, and had incurred medical bills with no compensation by the courts.

Thus, when CFI, BACI (the Bay Area Court Interpreters Association), and a union, the CWA (Communications Workers of America), contacted Senator Escutia, who subsequently sponsored SB 371, many felt that a law was necessary to protect interpreters, and that allowing them to become employees with union representation was a step in the right direction.

While many interpreters agreed that the original intent was highly laudable, other concerns came to light as the bill evolved. First and most controversial among these was the status of independent contractors. The bill stated that “On and after March 1, 2003, trial courts shall appoint trial court employees rather than independent contractors” (71802 (a) – July 3, 2002 version). The union (CWA), with BACI and CFI in agreement, sought to limit the work provided by independent contractors, but CCIA voiced a strong concern for the status and future employment of independent contractors. Originally the bill would have limited independent contractors to work 60 days a year. After testimony in a hearing before the labor committee of the Senate and intense lobbying by CCIA, the 60 days were changed to 100 and some interpreters were permitted to “opt out.” If the interpreter were 60 years of age on January 1, 2003, or if the number of years the interpreter had provided service to the trial courts as an independent contractor prior to January 1, 2003, combined with the interpreter’s age, were greater than or equal to 70, the interpreter could request in writing to be classified as an independent contractor, and then work as such without restriction.

The limitations the bill sought to place on independent contractors were viewed by many as problematic, unfair, and possibly unconstitutional. It was suggested that the bill discriminated against younger interpreters of high caliber, many of whom had formal training in translation and interpretation. These interpreters were not eligible to choose to remain independent rather than become pro tempore employees.

In California, under Rule of Court 984.2, the courts cannot use non-certified interpreters whenever certified interpreters are available. However, under SB 371, if an independent certified interpreter were available but precluded from working, the court would have to use the services of an uncertified interpreter, in direct conflict with Rule of Court 984.2. Many felt such an outcome would be absurd and counterproductive.

Another criticism of SB 371 was that before becoming full employees in 2005, court interpreters were to be classified as pro tempore employees, a classification that constrains the employee while granting few benefits. Furthermore, the courts would be under no obligation to hire as full employees in 2005 the pro tempore interpreters who had worked during 2003 and 2004.

Other concerns were raised regarding the cost of implementation at a time when California faces an unprecedented financial crisis. It was also feared the bill might aggravate the existent acute shortage of interpreters, which would in turn adversely affect the rights of limited-English-proficient defendants and the proper administration of justice.

But the bill became law. When all is said and done, a law protecting professional interpreters from a variety of abuses and uncertainties was badly needed in California, as it is probably needed in many other states. Advocates claim that the law provides this protection and will benefit interpreters, those who need interpreters, and the courts for years to come. They feel that any problems from now on can be resolved through union representation and negotiation. Opponents feel that the law is an example of how the road to hell is paved with good intentions, and that its problems far outweigh its advantages.

After heated controversy on both sides, the law is now in effect. Tragedy, as Hegel says, occurs not so much when a right confronts a wrong, but when a right confronts a right without the possibility of agreement or coexistence. Let’s hope that this kind of tragedy will not be visited on court interpreting in California.
Interpreters as Officers of the Court: Scope and Limitations of Practice

By Isabel Framer

The following originally appeared in the Summer 2005 issue of Proteus, the newsletter of the National Association of Judiciary Interpreters and Translators.

The six branches of interpretation (conference, medical, judicial, business, escort, and seminar) share some similarities, but for this article my focus will be limited to the branch of judiciary interpretation and translation. Before discussing the judiciary interpreter’s role and scope of practice, I will delineate the types of settings judiciary interpreters work in, the roles we play in those settings, and the reasons why the scope of practice is limited.

In Fundamentals of Court Interpretation, Dueñas González, John Vásquez, and Holly Mikkelson subdivide legal interpretation into quasi-judicial and judicial interpreting, also referred to as court interpreting. A court interpreter or translator’s work is not limited to in-court proceedings, since interpretation may also take place in proceedings outside the courtroom (e.g., quasi-judicial settings).

“Proceeding” is defined in Black’s Law Dictionary: “In general sense, the form and manner of conducting juridical business before a court or judicial officer. Regular and orderly progress in form of law, including all possible steps in an action from its commencement to the execution of judgment.” [emphasis added]

The steps from commencement to the execution of judgment can take place, but are not limited to such activities as attorney-client interviews, prosecutor-witness or victim interviews, police interviews or interrogations, probation interviews, depositions, administrative hearings, juvenile hearings, and social security administration hearings. These interviews may take place in the hallway of a courthouse, a holding area, a jail, a prison, a police station, a prosecutor’s office, someone’s home, or a defense attorney’s office. Settings or any activity related to law, whether criminal or civil, that may have a bearing or impact on the administration of justice, equal protection under the law, and due process of law are considered legal and/or quasi-legal settings.

The U.S. Constitution is the supreme law of the land. In arguing issues of law, courts interpret constitutional issues in one form or another.

“…Many courts have stated outright that the interpreter is an officer of the court…”

That may appear or actually be inconsistent with other decisions or opinions, but the general principles undergirding the Constitution remain the same. When disputes about constitutional safeguards occur, the ruling may be appealed to a higher court, and eventually to the court of last resort, the United States Supreme Court.

Neither the Constitution nor the 27 amendments to the Constitution make any reference to the right to an interpreter. Yet if a person does not speak English and is faced with a criminal or civil action against him, the court, the judicial officials presenting the action, and the non-English speaker all need to understand one another. Otherwise, the constitutional safeguards afforded to all persons and required by the Constitution could not be carried out; judicial officials could not comply with their duties to ensure due process and equal protection under the law. Therefore, an interpreter must be summoned to assist all parties so that justice may be properly administered.

Legal interpretation and translation is an important and specialized field requiring training, education, experience, and knowledge. Judiciary interpreters must have skills to interpret (in the three modes of interpretation required by federal and some state statutes) accurately, faithfully, exactly, and impartially. Constitutional issues may be at stake in proceedings or activities that have a bearing or impact on the legal process. The role of the judiciary interpreter is a demanding and stressful one. Our actions, our choice of words, lack of skill, lack of specialized terminology or unfamiliarity with our circumscribed role and professional responsibilities may adversely affect the outcome of court proceedings and the administration of justice.

An adverse impact can not only affect the non-English speaker’s equal access, due process rights, life, and liberty, but can also affect the court’s ability to administer justice, the attorney’s effectiveness, law enforcement’s investigations, the prosecution, or even a victim’s life.

In order for a court and other legal professionals to carry out the proper administration of justice, it is essential there be training and certification of interpreters through a valid and reliable testing instrument. Being bilingual, even a highly educated bilingual, does not necessarily make one a reliable judiciary interpreter and translator. Not everyone who speaks a second language possesses the cognitive and motor skills required for legal interpretation; not everyone is capable of withholding judgment or opinion in the legal arena.

A substantial amount of case law involving interpreter issues are cases on review for procedural and constitutional error. Over 25 courts have
found it necessary to adopt a model code of interpreter conduct either through statute, court rules, or by practice. Professional interpreter and translator associations have also adopted codes of conduct and professional responsibilities. Although association ethics may carry some weight with the judiciary, statutes, court rules, and court practice take precedence over association ethics.

By virtue of the role we play in the administration of justice, many courts have stated outright that the interpreter is an officer of the court. A review of case law as well as interviews with judicial officials confirms that the role of an officer of the court is not strictly limited to in-court proceedings, but encompasses all proceedings, whether inside or outside of the courtroom.

What is an officer of the court and what does it mean to be an officer of the court? Prosecutors and defense attorneys as well as judges will tell you that an officer of the court is an individual working within the court system who is part of the judicial process, charged with specific duties, ethical guidelines, and professional responsibilities in furtherance of that process. For example, attorneys, as officers of the court, have an obligation to the judicial process, to the court, and may even have a fiduciary responsibility. Although the attorney’s loyalty is to his client, that loyalty ultimately must be practiced within the bounds of the law and within his role as an officer of the court.

An attorney is bound by the attorney/client privilege, and as we know, the privilege can only be waived by the client and not the attorney, unless a crime is in progress or going to be committed, or someone’s life or safety is in jeopardy. At that point, as an officer of the court, the attorney must disclose such information. Other confidentiality rules by which officers of the court must abide pertain to specific legal settings: for instance, the rules of the court forbid defrauding the court, prosecutors have a duty to disclose any exculpatory evidence, and so on.

When an interpreter enters into the equation, the interpreter becomes part of the judicial process. An interpreter is necessary to enable all parties involved in the process to communicate effectively with one another and carry out their respective duties. Therefore, the interpreter’s loyalty is by definition to the legal process per se. Interpreters, like other members of the justice system, must also adhere to court rules, protocol, and procedures established by the court, and all rules governing court officials.

Interpretation in a legal setting requires the interpreter or translator to be accurate, faithful, and complete without summarizing, adding, embellishing, or omitting anything spoken or written. An interpreter must remain impartial and excuse him or herself if there is a perceived or real conflict of interest. The interpreter must interpret directly (not in indirect narrative style), using the same grammatical person as the speaker so that the indicated parties can speak to each other and to the court. The court record reflects the non-English speaker’s words as rendered by the interpreter. (For further details, see the National Association of Judiciary Interpreters and Translators’ position paper on Direct Speech in Legal Settings at www.najit.org).

The interpreter in a legal setting is viewed as a neutral party, regardless of who pays for the service, because the very reason we are summoned is to provide interpretation or translation to assist all parties in the administration of justice. Therefore, the interpreter’s role is similar to a court reporter’s. Courts have established ethical guidelines for the judiciary interpreter, including the prohibition against giving advice, legal or otherwise, and the inappropriateness of ever advocating for one side or the other. (It is illegal to practice law without a license.) Thus, by virtue of the role we play in the administration of justice, our duty and loyalty is to the integrity of the judicial process and not to any one individual.

It is essential that interpreters become familiar not only with the rules governing interpreters in the judiciary, but also with local court rules and any other guidelines governing officers of the court and the judicial process. This concept is no different from an employee becoming familiar with the guidelines of the specific field the employee is involved in or the specific rules of the particular company at which they work.

Many things can happen when an interpreter steps out of the prescribed role and scope of practice. The following cases are mentioned for illustrative purposes only, without disclosure of the case name, number, or city. These cases are unreported, but I have first-hand knowledge from working as a consultant or testifying as an expert in the matter.

In an Idaho case, law enforcement investigating a homicide conducted an interview of a non-English-speaking suspect. During the interrogation, which was videotaped, the interpreter speaks on her own, appears to engage in personal conversations, makes her own comments, initiates questions, explains concepts and provides advice, in addition to adding, omitting, and summarizing information. Where the interpreter initiates questions or comments or provides advice, she does not
interpret her ex parte communication back to the officers. The interpreter asks the suspect three times to sign the Miranda waiver. During the interrogation she tells the suspect that this is his opportunity to tell the truth, that everything will be all right, not to worry, and that it’s best to tell the truth. She speaks to the suspect in the informal form of address and uses terms of endearment, such as “honey” and “sweetie.” Consequently, a defense suppression motion was made, alleging Vienna Treaty violations and claiming that the Miranda statement was coerced by the interpreter who stepped out of her role. In lieu of the suppression hearing, the prosecutor reduced the murder charge to voluntary manslaughter, to which the defendant ultimately pled guilty.

In an Illinois gang-related murder, a juvenile was charged as an accessory to murder. Juvenile rights and parental rights were interpreted by the 10-year-old sister. During a videotaped interview with the prosecutor, the minor, and the minor’s parent, an officer was used to interpret for the parent. The officer interpreted in the third person and resorted to summaries of long questions and answers. The parent was unable to advise the juvenile at the appropriate times and could not follow what was taking place exactly, accurately, and in real time in order to exercise the parental rights afforded her in this particular state. The judge dismissed the charges against the juvenile after testimony at the suppression hearing.

In an Ohio case, a sister of a suspect was used to interpret between law enforcement and the suspect. Other family members claimed that the sister did not interpret accurately. The sister/ad hoc interpreter was arrested and charged with obstruction of police business. Although in this case the charges were later dropped, the fact remains that an interpreter can be charged with obstruction of justice should the interpreter lie or withhold important information in police work.

In another case, interpreters provided language assistance to non-English speakers seeking to obtain phony driver’s licenses who were using false identification to obtain such licenses. The interpreters knew what was going on, but assumed they were immune from criminal charges since they were merely providing interpretation. They were charged with conspiracy to commit fraud against a government entity. One interpreter was sentenced to two years and the other to five years of incarceration.

In these cases, as with any other case dealing with the justice system, be it in a legal or quasi-legal setting, the interpreter’s role is fairly simple in terms of protocol, procedures, and ethics. The interpreter’s task is to place a non-English speaker in the same position as an English speaker. It is not the interpreter’s role to make sure that the non-English speaker understands the content, but only to interpret what is being said. It is up to the judge or the attorney to explain and help the person understand. A legal interpreter should not convey affectionate or intimate discourse to a non-English speaker or advocate for a defendant or victim, but should maintain the distance of an impartial and disinterested party. An interpreter cannot practice law without a license. The interpreter cannot permit himself to be used in the commission of fraud or any other crimes.

A non-English speaker and all parties involved in a judicial process are dependent upon the interpreter to provide a faithful and precise rendition of what is being stated. This puts an interpreter in a unique position of trust in the legal process. Thus, by virtue of the role the interpreter plays in the administration of justice, the constitutional implications of the profession, the fact that interpreters work to assist all other officers of the court, be it established by state statute, court rules, or by practice, the interpreter must necessarily be considered an officer of the court.

When interpreters step out of their appointed role, the integrity of the judicial system is put in jeopardy. Any departure from accepted practice leaves the interpreter open to challenges and may result in unfair convictions or dismissals, let alone diverted investigations. Judiciary interpreters, as well as any entity utilizing interpreter services or providing them, must understand the interpreter’s role. Only then can each person and judicial official fulfill their role and perform the duties dictated by law, thereby safeguarding due process, equal access, and equal protection under the law.

Disclaimer: The information in this article was obtained through research, discussion with attorneys and judges, and personal experience as a consultant. It is not the author’s intent to interpret the law. [The author is a member of the National Association of Judiciary Interpreters and Translators (NAJIT) Board of Directors and a member of the NAJIT Advocacy Committee and ATA’s Public Relations Committee. This article was prepared in response to a recent debate on the NAJIT listserv about the meaning of the term “officer of the court” and its application to interpreters.]
Every legal translator has come across the word shall, and probably every translator has used the term as well. Here are some typical examples:

- Party A shall provide party B with 30-days notice.
- If a force majeure event occurs, neither party shall be liable to the other for damages resulting from noncompliance with this contract.
- The lessee shall return the leased goods in the same condition in which they were received from the lessor.

The use of shall in legal documents to express an obligation or mandatory condition is so ubiquitous that most readers would consider the word beyond reproach. But legal writing experts condemn its use in the bluntest terms: “Delete every shall.”

The problem with shall is determining what, exactly, it means. Most people would argue that it expresses an obligation, like must, and they would be correct—part of the time. But in some contexts, instead of commanding, shall has a different meaning altogether. Brian Garner, a law professor, prolific writer on legal writing, and editor of Black’s Law Dictionary, explains:

“[S]hall is supposed to mean has a duty to, but it almost never does mean this when preceded by a negative word such as nothing or neither:

- Nothing in this agreement shall be construed to make the Owners partners or joint venturers.
- Neither party shall assign this Agreement, directly or indirectly, without the prior written consent of the other party.

Does that last example mean that neither party has a duty to assign the agreement? No. It means that neither party is allowed to (that is, may) assign it.”

The concern, then, is not when shall expresses an obligation, but when it was intended to but does not. But preceding negative words are not the only source of problems surrounding the use of the word shall. Sometimes its use completely defies metaphysics, as in the following example:

- The vessel shall undergo all necessary tests…

The term shall is supposed to mean has a duty to. In this sense, shall refers only to a positive future obligation upon a person or institution with a will or capacity to act on its own. Obviously, the vessel in the statement above has no will and cannot act on its own. Nonetheless, this kind of misuse of shall abounds in source-language legal documents and translations alike.

Garner provides a possible historical explanation for some of the confusion surrounding the use of the word shall. He writes that grammarians formerly relied on the following paradigm presented in Table 1. Garner notes, however, that this paradigm does not, and never did, reflect normal American-English usage.

So if shall is taboo, how should you translate mandatory language? Garner explains that the best alternative to state a requirement is the word must, but transactional drafters typically use will or agrees to in order to express a contractual promise.
Richard Wydick, another noted legal writing expert, provides more detail in defining the correct words of authority to use in various contexts (see Table 2).

Some translators, like some attorneys, will object to striking shall. Attorneys will argue that shall is a perfectly good word and, in some cases, the best word. It’s true that shall is a fine, upstanding word—legal writing experts who decry its use don’t deny this fact. They argue, instead, that the word is too slippery, and prudence cautions against its use:

“At least half the shalls in modern drafting don’t command at all: they’re future-tense shalls, permissive shalls, or other types of shalls. If you want to retain shall, then make sure that in each sentence in which it appears, it’s the equivalent of must. Otherwise, cut it. Once you’ve started revising by this principle, you’ll probably decide that it’s easier simply to cut all your shalls. Those that are mandatory can consistently be replaced with must or (in contracts) will or agrees to.”

Translators will argue that they receive English source documents, submitted by outstanding attorneys, that are replete with the word. That certainly is true, but it’s also beside the point. The fact that many attorneys continue to use shall as their exclusive means of expressing an obligation doesn’t mean that their decision is the correct one in all contexts. More importantly, when translating a legal document into English, the translator is not required to use shall. Instead, he or she should use the best word for the context presented, carefully considering the pitfalls and alternatives.

And, although it’s true that the source-language document is often the legally binding one, and not the translation, why take a chance? Furthermore, the best way to avoid a legal conflict is with a well-written document in which the responsibilities of the parties are clearly explained. Using shall in your documents doesn’t always achieve this goal.

Recalcitrant supporters of shall will keep up the fight, claiming that must, may, and will suffer similar interpretive problems. They cite examples like the following as evidence that must is not always mandatory: You must be joking. People must sleep. You must care for your children.

Those examples are certainly fodder for conversation, but in the case of shall, the arguments have already been made—where it matters most—in court:

“In just about every jurisdiction, courts have held that shall can mean not just must and may, but also will and is. Even in the U.S. Supreme Court, the holdings on shall are cause for concern. … [There are] more than 100 pages of reported cases in Words and Phrases—a useful encyclopedia of litigated terms—show[ing] that shall is a mess.”

Just as misinformed attorneys continue to use shall to express non-mandatory language, legal translators will undoubtedly do likewise. But using shall incorrectly is like leaving a banana peel in your translation: it’s a poor choice that could cause someone to slip. Instead, be sure to wield shall correctly, or else—heeding the advice of legal writing experts—cut it from your translations altogether.

Notes

See also “A Modest Wish List for Legal Writing,” an online article

Continued on p.37
Parallel Journeys: Two Descendants of *Probatio*

By Silvia San Martin

*Probationes debent esse evidentes, id est, perspicuae et faciles intelligi.*

(Proofs ought to be evident, that is, perspicuous and easily understood.)

Perhaps I should begin by admitting that, like many other interpreters and linguists, when I first heard the Spanish word *probación* being used as an equivalent for the English *probation*, I considered it an unacceptable Anglicism. In a 2002 *ATA Chronicle* article entitled “English-to-Spanish Legal Dictionaries on Probation,” Sandro Tomasi argued that common translations of the term *probation* were inaccurate. Based on a detailed study of both Spanish legal dictionaries and codes, Tomasi explained the reasons why apparent synonyms such as *libertad condicional*, *libertad provisional*, and *condena*, by pointing out the correct meaning behind both terms (*libertad probatoria* pertains to evidence, and *probación* is a type of freedom). And although Tomasi stated compelling reasons why the above translations should be rejected, his analysis fell short of demonstrating the reasons why *probación* is perhaps the most appropriate rendering.

The following article also supports the use of *probación* as the correct translation of the English *probation*, but not, as Tomasi wrote, because it is a “new term” or (English) “cognate” that has a “similar meaning” in Spanish. The theory advanced by this article is that *probación* is the best translation for *probation* because it is clearly an old word that shares a common Latin source with its English counterpart, and that the parallel development of these two terms reveals an identical meaning and use throughout the centuries. To illustrate, I will explore the historical evolution of both Spanish legal terms, and offer an analysis of what appears to be an inherent correspondence between the two words.

**Origins of Probación and Early Usage in Spain and Britain: Religious Predominance**

From *probare* (verb) and *probation* (noun), the first known meanings of the Latin word family are “proving, trial, examination; proof, demonstration” (see the quote at the beginning of this article). *Probare* frequently appears in philosophical, military, and scientific texts penned by Cicero, Julius Caesar, and Pliny the Elder throughout the second century B.C., continuing its trajectory as a noun with Boethius (480 A.D.). By the 11th century, *probation*, in its more specialized sense (“a period of time for testing”), appears prominently in ecclesiastical Latin literature. In his *Rule of the Franciscan Order*, and referring to the new brothers joining him in vows, St. Francis of Assisi wrote:

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Finito vero anno probationis, recipiuntur ad oboedientiam promittentes vitam istam semper et regulam observare (1182-1226).
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(When the year of probation is over, let them be received into obedience, promising to observe this life and rule always).

Not far away and at around the same time, Spanish was developing its oral tradition. In the process of becoming the official language of Castile, the use of Spanish received a strong push in the 13th century when Alfonso X ordered all great historical, astronomical, and legal works of the past be re-edited in the vernacular language. The use of *probación* is recorded in 1379 with its original meaning of “proof”:

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[As]si d’esta cosa yo sere convencido solament con derecha probacion & qu’ellos no deçiban al conseio con mentiras. Et quando ellos lo prometieron assin, fue de continent ordenado el judicio (Vidas paralelas, Fernando de Heredia).
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The term is repeatedly documented throughout the 15th century in a variety of settings, including medical works:

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por ser breue y porque esta mi probacion
no es muy manifiesta y probada
en la sciencia.
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Segunda razon y argumento
Mas pruebo lo dicho por tal con-
semente
que en propiedad y passion
diferesce
en forma difiere
(Sumario de la medicina con un
compendio sobre las pestiferas
bubas, Francisco Lopez de
Villalobos)

It also appears in commercial documents, with quasi-legal connotations:
prometo, como a mí me obligo pagar [...], quiero y expresamente consento que los dichos señores abbad, monjes y convento sean creydos por sus solas simples palabras, sin testigos, juro y toda otra manera de probación requerida. [...] obilo al dicho convento mi persona y todos mis bienes móviles (Carta de pago de doscientos ducados a Rolan Motis... Anonymous)

Meanwhile in Britain, the influence of Latin had diminished by the 11th century, with the important exception of numerous clerical terms that had entered into mainstream language. In subsequent centuries the Norman ruling class consolidated legal institutions whose terminology was largely of Romance origin. By the 14th century, English had replaced Latin in most schools, but the use of the word *probation* (“proof”) remained predominantly religious. The term’s earliest recorded use dates from around 1412, towards the end of the Middle English period:

I Danke it god, non inclinacioun Haue I to labour in probacioun Of his hy knowleche & his mighty werkys (Hoccleve De Reg. Princ, 376).6

The spelling of the word fluctuated during the following years, even matching its Spanish counterpart, *probación*, in 1444: “What is de deppresse of the See...? If I were a stone, I should descende to de gronde of de see, & telle you the soth by probacion” (Gesta Rom, xix, 66). By the 16th century its use dominated ecclesiastical literature and came to designate the testing of a person’s conduct (as in *the probation of purgatóyre*) during the trial period for membership in a religious body. Likewise, the Spanish *probación* was clearly prominent in religious texts of the same period:

Vióse muy afligido el bienaventurado y fiel siervo del Señor, y conoció que ésta era tentacion y probación suya (Tratado de la tribulación, Pedro de Ribadeneña).

[... que el año 1556, acabada la probacion del nouiciado, la llevaron cantando villancicos y letras deuotas desde el capitulo al Coro, donde hizo profession (Tercera parte de la Orden de San Gerónimo, Fray José Sigüenza).

The use of *probación* in the religious context continued during the 17th century, not only in Spain but also into Latin America (e.g., in Tratado de las supersticiones, idolatrias, hechicerías, ritos y otras costumbres gentílicas. Mexico, 1607) and to the farthest colonies (Historia de Mindanaó y Joló. Philippines, 1667). Some time later, *probación* was replaced by the term *noviciado*.

The English term *probation* also lost its religious significance. Nowadays, the Franciscan, Benedictine, and other religious orders refer to the initiation process of becoming a member in terms of a four-step cycle called the postulancy, not probationary, period.

*“Probation* in the 19th Century: Revival and Expansion

Thanks to a simple shoemaker by the name of John Augustus, the term *probation* was introduced into the realm of criminal jurisdiction in Boston in 1841.7 The story goes that while visiting court one day, Augustus saw the arraignment of a man accused of drunkenness who was unable to pay the fine. Augustus asked the judge to place the fellow in his care for “a probation period.” According to the story, by 1858, Augustus had bailed out almost 2,000 men and women in similar predicaments, but he eventually ran out of money and had to look for alternative funding. A few good friends wrote a report that someone must have read with great interest, for, in 1878, Massachusetts became the first state that formally adopted *probation* as a legal term.

The word, in its new legal sense, has been in use since that time. And despite the legislative changes that have affected the Department of Probation and the different connotations that the term’s concept has absorbed, the meaning of *probation* has remained unchanged. That is one powerful reason why its translation should be undertaken by a word flexible enough to allow for similar modifications in meaning, yet be able to preserve its shape.

How does it happen that words that once pertained to the religious domain suddenly become part of legal terminology? Certainly one could venture that the influence of religion on law has been a constant in societies to the point where both concepts become barely distinguishable at times. Modern legal and political speech offer frequent proof of this. Numerous examples suggest a significant amount of transfer has indeed taken place historically: *just* (juris, “right”) and *judge* originated in early cults; in Spanish, abogado first referred to a faith advocate; and *fiscal* was widely used in Latin America to refer to an Indian leader (or, in the case of Chile and Bolivia, the layman in charge of a rural chapel) who ensured that everyone fulfilled their religious duties.

As a side note, *penitentary* is another term with an interesting history in both Spanish and English. In 1421, the term was used to refer to the
The 20th Century: **Probación in its Legal Sense**

It is true that hardly any adaptation of the English concept of the term *probation* has taken place within Spanish-speaking legal systems. This fact would explain the term’s absence from the vocabularies of Spanish-speaking countries, with the possible exception of Argentina. What we do find in Spain and Latin America are rough equivalents, not translations, under very different, sometimes extremely lengthy names, such as *Deportamento de Servicios Coordinados de Prevención y Readaptación Social* in Mexico. Therefore, when addressing a foreign audience, a good translation technique might be to either leave the term *probation* untranslated, put it in italics, and/or provide a short explanation with the term for the benefit of readers who are unfamiliar with its meaning. Yet, as translators and interpreters working in the U.S. dealing with Spanish-speaking defendants, we should aim for a linguistic solution that responds to the two most fundamental needs: that the term be understandable by any Spanish speaker (regardless of national origin) and, ideally, that the term be capable of reflecting the source culture. *Probación* accomplishes both objectives.

In this same direction, a 1983 international symposium organized by the Council of Europe in Barcelona examined the U.S. probation system and its potential adaptability in other European nations. Numerous high-ranking judicial officials, including *ministros de Justicia* and *magistrados de tribunales supremos*, participated. *Informe semanal*, one of the very best Spanish informative TV programs, prepared a special report broadcast shortly afterwards. Its title was “Probación: Cárcel en el entredicho” and it focused on the need to reform the Spanish penal code by introducing “una medida inexistente en España pero de larga tradición en Europa: la probación, es decir, el cumplimiento de una condena en libertad pero bajo control judicial y asistencia social al penado.”

Spanish Supreme Court Justice Enrique Ruiz Badillo, a main participant in the symposium who was interviewed by *Informe Semanal*, described the differences between the U.S. and Spain’s legal systems. The term *probación* was recognized and defined in contrast with *condena condicional*:

> “En el ordenamiento jurídico español no existe propiamente lo que los anglosajones llaman la probación. Existe la condena condicional, que tiene unas ciertas notas comunes. En la condena condicional se pronuncia una sentencia condenatoria, pero no se cumple esa condena y además, quedan los antecedentes penales. Y por otra parte el sujeto beneficiado con la condena condicional no tiene la ayuda o colaboración de agentes de prueba y oficiales de probación que puedan coadyuvar a la auténtica resocialización o rehabilitación de la persona.”

“Renacerán vocablos muertos y morirán los que ahora están en boga si así lo quiere el uso, árbitro, juez y dueño en cuestiones de lengua,” wrote Horacio in his *Ars Poetica*. Whether *probación* is, in the long run, accepted as the historical equivalent of *probation* or not, there should be no doubt that this remarkable Spanish word is not an Anglicism or a false friend, but a *cultismo*. It belongs to a treasured group of words that have preserved their shape intact since their development from classic languages. Capable of remaining dormant for centuries, such words may be reintroduced (rescued) at specific stages of history by writers, scholars, or simply bright individuals who find themselves in need of names for new concepts for which neologisms are not the desirable choice. That is how “alumni,” “fructiferous,” or “pedagogical” became part of our daily routines and colloquial speech. That is also why so many other terms, once ending in the latin suffix –*tion*, have recently taken over our technical and legal vocabularies—in English and in Spanish.

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Like to Travel? Conference and Escort Interpreting Might Be Your Ticket

By Kathy Hall Foster

When looking for a career in the language profession, remember that in addition to working as a translator, there are also opportunities to use your language skills as an interpreter. Translators work in written form, while interpreters do their work in oral, or spoken, form.

Just as there are different types of translation—such as technical, legal, medical, and literary—there are also different types of interpreting. The first distinction is whether the interpretation is done consecutively or simultaneously. Simultaneous interpretation is pretty much just like it sounds—the interpreter is listening to the source language and speaking in the target language, all at the same time. Consecutive interpretation involves an interpreter listening to a speaker for a certain period of time (up to 20 minutes in some cases), taking notes on what the speaker is saying (there are note-taking systems designed specifically for consecutive interpreting), and then having the speaker pause to let the interpreter present this information in another language.

The consecutive interpreter can do some things that the simultaneous interpreter cannot: take notes, think about what to say and how best to say it, and get complete thoughts and direction on where the speaker is going and the point he wishes to make. In addition, the consecutive interpreter requires no equipment beyond what is used by the speaker. In simultaneous interpretation, there is generally no time to take notes or consult dictionaries, and syntax may require the interpreter to wait until the end of the sentence in the source language in order to get the words that are needed to start the sentence in the target language.

The obvious advantage to simultaneous interpreting is that it takes only half the time of consecutive interpreting, so more can be accomplished in a given period of time. Another advantage is that each member of the audience is listening to only one language. This eliminates the distraction for listeners of having to wait for the interpreter to render the message in the other language before allowing the speaker to continue, especially since such pauses have the potential for causing the audience to lose its train of thought. The disadvantage to simultaneous interpreting is that in most cases it requires the room to be equipped with a sound system with individual earpieces, which can be expensive when the audience numbers in the hundreds.

This article will focus on simultaneous interpreting, which is used for conference, escort, and court interpreting. Court interpreting is a specialized discipline and will not be considered here.

Conference and escort interpreting involve groups or individuals who do not speak the same language and require an interpreter to facilitate their communication. Conference interpreters work with a large group where a speaker or a series of speakers addresses the audience. The conference is held in a fixed location, and the interpreter (or team of interpreters) is housed in a booth and uses a system of microphones and headphones to transmit the interpretation to the audience. Escort interpreting is used with small groups or in one-on-one situations, and is often done in a government, diplomatic, or business environment. Any equipment used is portable (battery operated), since escort interpreters often work in a travel or study tour setting.

There are a number of ways in which simultaneous interpreting differs from translation:

- Written words can be read and reread, thought about, and considered until you come up with just the right combination to express their meaning in another language. Spoken words go by in a flash, and you have to come up with an interpretation instantaneously, without laboring over the choice of expressions. In simultaneous interpreting, the old axiom of “He who hesitates is lost” was never truer. Every time you pause to think about how to render a sentence into the target language, the next three or four sentences pass you by.

- The written word is more formal, while the spoken word is less formal. With written translation, your grammar and spelling must be impeccable. When you are interpreting, no one knows whether you can spell the words or not, just as long as you pronounce them correctly.

- With written translation, the work comes to you, the translator, at your place of business. You do the work in your normal environment, surrounded by the tools you have assembled to do the job. With interpreting, you must go to the work, which means traveling to the location of the conference or study tour, and be away from...
home for the duration of the job.

- With written translation, you can consult as many dictionaries as you like, for as long as you like, until you find the perfect term. When interpreting, there is rarely time to look up a word you don’t know because the words keep coming at you. As a result, you often have to make do with a term that is adequate or a reasonable approximation, just so you can keep going.

Most every translator has at one time or another been asked to translate a hard copy that was illegible. You can sometimes request a better copy, or you may have to spend some extra time deciphering what the document says. If all efforts fail, you can always turn down the job. When interpreting, you may have problems understanding a speaker with a heavy accent or who speaks in a regional dialect. You may be listening to someone who is not a native speaker of the language he is speaking. This is roughly like trying to read an illegible copy, except that your options are few—you can’t just decide to give up, so this is the time to call on your powers of concentration!

When doing a written translation, you receive the documents and a set of parameters in which to work. You can choose to be insulated and isolated while you work, and you can work at your own pace. In a conference setting, anything can and will happen, and you must respond to those around you. It is much more difficult to control your environment in a live setting, and interpretation requires a great deal of flexibility in dealing with situations as they arise.

Some of the problems encountered in simultaneous interpretation include distractions in the room such as people moving around in front of you so you can’t see or hear the speaker, more than one person trying to speak at the same time, and people who ask questions you can’t hear. Difficulties can also arise with speakers who don’t cooperate with the interpreters: either they don’t understand or don’t care that an interpreter is working with them. Some speakers don’t want to be interrupted or to slow down their presentations. Some speakers don’t provide reference materials in advance. Some speakers read from prepared texts and speak so fast that it is impossible to follow them. But for every one of these types, there is always the dream speaker who introduces himself to you before he begins, gives you reference material and a copy of his presentation, asks how he can make your job easier while he is speaking, and then actually does the things you suggest.

In addition to dealing with distractions caused by others, the interpreter has to be careful not to be a distraction to others. Here are a few simple rules to avoid bothering your listeners:

- Don’t chew gum or eat while interpreting.
- Try not to cough or sneeze into the microphone (use the mute button).
- Don’t make unnecessary noise; microphones pick up everything. Twirling on your chair, tapping your foot, scratching on a notepad—all these sounds will be transmitted to your listeners.
- And always remember to turn off your mike when you’re not speaking. Many people have been embarrassed by things they have said when they didn’t realize they could be heard, so don’t let that happen to you.

What makes a good simultaneous interpreter? The bottom line for me is that a person who speaks only the target language and hears only what I am saying should be getting the same information as a person who speaks the source language and is listening directly to the speaker. Make sure your sentences are complete and grammatically correct, that you use a pleasant tone of voice, and that what you are saying makes sense. There is nothing more frustrating than listening to an interpreter who is speaking in bits and pieces, just a word here or there, using fragmented sentences, or leaving long gaps while the speaker continues his presentation. In these situations, the listeners are left wondering, “What is that person saying that I am missing out on?”

Remember that as an interpreter, you are a facilitator, the link between the speaker and the audience. You are not a participant. You cannot get caught up in how interesting something is and forget to do your job. You are not a provider of information: the speaker fills that role. You should not comment on information being presented, you should not add information, and you should not leave out information you feel is incorrect or do not agree with. Your responsibility is to faithfully render what the speaker is saying into another language.

What skills are required to be a successful simultaneous interpreter? Obviously, you must have the language skills to allow you to switch from one language to the other instantaneously, and have a firm grasp of both grammar and vocabulary, because you have to be able to pull things out of your brain without stopping to think. But language skills alone will not make you a successful

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As we all already know, certain words take on special meanings in a legal context that they do not ordinarily have in everyday speech. The following information was presented at ATA’s Legal Translation and Interpreting Seminar, held last March in Houston. Participants received the legal statements listed here and were asked to translate the underlined words (it was a non-language-specific talk, but Spanish was added after finding out that most of the attendees were Spanish translators). We then reviewed the definitions taken from Black’s Law Dictionary—7th edition and Merriam-Webster’s Unabridged Dictionary, comparing them with the Spanish from the Diccionario de la lengua española—22a edición. The statements and definitions are presented together below.

1. “Through an Act of Congress, it was…”

Act: (n.) often capitalized: the formal product of a legislature or other deliberative body. The formally declared will of a legislature, the final requirement of which is usually the signature of the proper executive officer; synonymous with statute or law. A general act or public act or law affecting the public at large throughout the entire territory subject to the jurisdiction of the legislature (state or nation).

(Spanish): ley, decreto-ley, decreto.

2. “He came out of the store and saw his car had been booted.”

boot: (v.) to place a mechanical device or boot on the front tire of an illegally parked car so it cannot be moved.

(Spanish): (argot) recibir la “bota,” ponerle una “bota” a la rueda.

3. “Although the charge was murder in the first degree, the jury returned a verdict of murder in the second degree.”

degree, first/second: (n.) an incremental measure of guilt or negligence, based on the seriousness of the offense.

“…Certain words take on special meanings in a legal context…”

(Spanish): asesinato premeditado e intencional; (Argentina) homicidio calificado.

4. “The case was dismissed as frivolous.”

dismiss: (n.) when (a judge) terminates a claim without another hearing, especially before a trial.

(Spanish): desestimar, denegar, rechazar, sobreseer.

5. “Was this case dismissed with or without prejudice?”

dismissed with or without prejudice: (of a case) “with prejudice” means to be removed from the court’s docket in such a way that the plaintiff cannot file a suit again on the same claim; “without prejudice” means to be removed from the court’s docket in such a way that the plaintiff may refile the same suit on the same claim.

(Spanish): desestimado o sobreseído (el caso) con pérdida de derecho del actor a un juicio nuevo.

6. “He was charged with driving under the influence.”

driving under the influence (DUI) / driving while intoxicated (DWI) / driving while ability-impaired (DWAI) / driving under the influence of liquor (DUIL) / operating under the influence (OUI) / operating while intoxicated (OWI) / operating a motor vehicle while intoxicated (OMVWI) / operating a motor vehicle under the influence (OMVUI): All these versions are in effect somewhere in the U.S. to describe the offense of operating a motor
vehicle while in a physically or mentally impaired condition, especially after consuming alcohol or drugs.

**motor vehicle:** a self-propelled wheeled vehicle that does not run on rails.

**under the influence:** in a physically or mentally impaired condition, especially after consuming alcohol or drugs; also, being under the marked influence of an intoxicant.

**intoxicated:** being under the marked influence of an intoxicant; poisoned; inebriated; having consumed enough alcohol or drugs to raise one’s blood alcohol content above the statutory limit (.08% in many states).

**intoxicar (Spanish):** to poison or infect with a toxic substance; or imbue or persuade with ideas. Because the meaning differs, this can be considered a false cognate.

**impaired condition:** condición afectada o alterada o perjudicial o (Mexico, El Salvador) perjuiciosa.

**liquor (bebida alcohólica fuerte, bebidas espiritosas):** usually a strong distilled alcoholic beverage (such as whiskey, rum) rather than a fermented one (such as wine, beer), and NOT the same as **liqueurs (Spanish: licores):** an alcoholic beverage often used as an after-dinner drink and as a cocktail ingredient, flavored with various aromatic substances and usually sweetened, and made chiefly by steeping and distilling the flavoring substance in spirit.

**Drug:** (1) a substance recognized in an official pharmacopoeia or formulary; (2) a substance intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or other animal; (3) a substance other than food intended to affect the structure or function of the body of man or other animal; (4) a substance intended for use as a component of a medicine; (5) a narcotic substance or preparation. A natural or synthetic substance that alters one’s perception or consciousness.

**Droga (Spanish):** (1) sustancia mineral, vegetal o animal, que se emplea en la medicina, en la industria o en las bellas artes; (2) sustancia o preparado medicamental de efecto estimulante, deprimente, narcótico o alucinógeno; (3) medicamento. Through everyday usage, however, droga usually refers to an illegal drug and **medicamento** or **medicina** is used for medication; fármaco is the generic word used for a drug as identified in meanings (1) and (2) above.

7. “The judge conducted the hearing ex parte.”
   “An ex parte injunction was issued.”
   “It was an ex parte divorce.”

**ex parte (Latin):** (adv.) on or from one party only, usually without notice to or argument from the adverse party; (adj.) done or made at the instance and for the benefit of one party only, and without notice to or argument by any person adversely interested (frequently used in domestic violence situations).

**ex parte hearing:** a proceeding in which not all parties are present or given the opportunity to be heard.

(Spanish): audiencia ex parte.

**ex parte injunction:** a preliminary injunction issued after the court has heard from only the moving/petitioning party. **Injunction:** a court order commanding or preventing an action.

(Spanish): mandamiento u orden judicial ex parte.

**ex parte divorce:** a divorce proceeding in which only one spouse participates or appears in court.

(Spanish): divorcio ex parte.

8. “He had to establish financial responsibility to get a driver’s license.”

**financial responsibility:** (n.) financial accountability, solvency, having sufficient funds or insurance to meet the minimum amount of liability required by law.

(Spanish): solvencia, capacidad financiera.

9. “They feared she had met with foul play.”

**foul play:** (n.) violence; unfair or treacherous behavior, especially involving violence; in police parlance, it means that someone has probably met a violent death or been murdered, and not that they were unfairly treated.

(Spanish): muerte violenta.
10. “The evidence was inadmissible as it was the fruit of the poisoned tree.”

fruit of the poisoned tree/poisoned fruit: (n.) evidence discovered as a result of an illegal search, seizure, arrest, or interrogation, which is subject to being suppressed as evidence at trial (i.e., statements made after an unlawful arrest).

(Spanish): prueba contaminada por la ilegalidad o la acción ilegal.

11. “He was charged by information.”

information: (n.) the formal charging instrument made by a prosecutor without a grand jury indictment. In most states it is used for misdemeanors, but in about 25 states and in the federal courts, it is also used for felonies.

(Spanish): informe acusatorio, instrumento de cargos o acusaciones.

12. “What has happened to the INS?”

INS (Immigration and Naturalization Service): now part of the Department of Homeland Security and subdivided and combined. In court, interpreters will now be working with the following three departments:
• U.S. Citizenship and Immigration Services (USCIS)
• Bureau of Customs and Border Protection (BCBP)
• Bureau of Immigration and Customs Enforcement (BICE)

13. “Is divorce within this court’s jurisdiction?”

“The accused fled to another jurisdiction.”

jurisdiction: (n.) (1) the court’s power to decide a case or issue a decree, competency; (2) a geographic area within which political or judicial authority may be exercised; (3) a political or judicial subdivision within such an area; (4) a government’s general power to exercise authority over all persons and things within its territory, power, sovereignty.

(Spanish): jurisdicción, competencia; jurisdicción; poder, soberanía.

14. “The trial turned into a kangaroo court.”

kangaroo court: (n.) (1) a sham proceeding; court or tribunal characterized by unauthorized or irregular procedures, especially so as to render a fair proceeding impossible; (2) one held by vagabonds or by prisoners in a jail or prison camp; (3) one involving comic procedures and ludicrous penalties designed for the amusement of the participants and spectators.

(Spanish): procedimiento paródico.

15. “He was charged with larceny.”

larceny: (n.) the unlawful taking and carrying away of someone else’s personal property with the intent to deprive the possessor of it permanently. Common-law larceny has been broadened by some statutes to include embezzlement and false pretenses, all three of which are often subsumed under the statutory crime of “theft.”

(Spanish): hurto; tomar y llevarse la propiedad personal o de otro.

16. “The court granted the letters of administration.”

letters of administration/administration letters: (n.) formal document issued by a probate court to appoint the administrator of an estate.

(Spanish): certificado/documento de designación del administrador/albacea de la sucesión.

17. “There is liability for injuries caused by her negligence.”

“Luckily, he carried liability insurance.”

liability/legal liability: (n.) quality or state of being legally obligated or accountable; legal responsibility to another or to society, enforceable by civil remedy or criminal punishment.

(Spanish): responsabilidad u obligación legal ante otros, sea civil o penal.

liability insurance: (n.) an agreement to cover a loss resulting from one’s liability to a third party, such as a loss incurred by a driver who injures a pedestrian; the claim arises once the insured individual’s liability has been asserted.

(Spanish): seguro de responsabilidad civil [por daños a terceros].

18. “It behooves all of us to have a living will.”

(Spanish): es de su deber para todos tener un testamento vital.
living will/directive to physicians/declaration of a desire for a natural death: (n.) an instrument signed with the formalities necessary for a will, by which a person states the intention to refuse medical treatment and to release healthcare providers from all liability if the person becomes both terminally ill and unable to communicate such a refusal.

(Spanish): declaración de deseo de una muerte natural, testamento de vida o de cómo se quiere vivir.

19. “We proved malice in fact.”

malice: (n.) (1) the intent, without justification or excuse, to commit a wrongful act; (2) reckless disregard of the law or of a person’s legal rights; (3) ill will, wickedness of heart (usually non-legal contexts).

(Spanish): dolo, voluntad deliberada de cometer un delito a sabiendas de su ilicitud; voluntad maliciosa; dolo penal, intención delictuosa; indiferencia imprudente o insensata o temeraria.

20. “This was pure malicious mischief.”

malicious mischief: the common-law misdemeanor of intentionally destroying or damaging another’s property; although modern statutes generally make this a misdemeanor, a few make it a felony (depending on the nature of the property or its value).

(Spanish): daños dolosos contra los bienes [muebles o inmuebles] de otro.

21. “There are two kinds of manslaughter charges to choose from.”

manslaughter: (n.) the unlawful killing of a human being without malice aforethought.

(Spanish): homicidio sin premeditación, homicidio culposo.

involuntary or negligent manslaughter: homicide in which there is no intent to kill or do grievous bodily harm, but that is committed with criminal negligence or during the commission of a crime not included in the felony murder rule.

(Spanish): homicidio involuntario y sin premeditación.

voluntary or intentional manslaughter: act of murder reduced to manslaughter because of extenuating circumstances, such as adequate provocation (“heat of passion”) or diminished capacity.

(Spanish): homicidio con circunstancias atenuantes.

22. “A material alteration of the document had been made.”

“This is undoubtedly material evidence.”

material: (a.) (1) of such a nature that knowledge of the item would affect a person’s decision-making process; significant, essential; (2) having some logical connection with the consequential facts.

(Spanish): sustancial, importante, significativo/a; pertinente, relevante.

23. “They charged her with misprison of felony.”

misprison of felony: (n.) concealment or nondisclosure of someone else’s felony by one who did not participate in the crime.

(Spanish): ocultación o falta de divulgación del delito grave de otro.

24. “Moonshine can still be found in rural areas today.”

moonshine: (n.) a distilled alcoholic beverage, especially whiskey, that is illegally manufactured in a private still. Can be made of corn, mash, sugar cane, potatoes, etc.

(Spanish): aguardiente, bebida alcohólica o espiritosa ilegalmente destilada.

25. “Lawyers file a lot of motions.”

motion: (n.) a written or oral application requesting a court to make a specified ruling or order.

(Spanish): petición, solicitud.

NOTE: Although many interpreters at the seminar said they use the Spanish “moción” for “motion,” I DO NOT prefer this term, as it means: (1) acción y efecto de mover o ser movido; (2) alteración del ánimo; (3) inspiración interior que dios ocasiona en el alma; (4) proposición que se hace o sugiere en una junta que delibera. I would use moción to describe someone making a motion during a meeting, but not as a translation of the English legal meaning.

26. “Negligence is a matter of recognizing unreasonable danger to others.”
negligence: (n.) the failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation; any conduct that falls below the legal standard established to protect others against unreasonable risk of harm; this term denotes culpable carelessness, but not wrongful intention.

(Spanish): negligencia o descuido o falta de cuidado culpable o culposo/a, un agravio o un mal o una injusticia no deliberada o involuntaria o imprudente.

27. “When pleading to a felony, should one say innocent or not guilty?”

not guilty vs. innocent: (n.) “not guilty” in criminal law means to deny the criminal charge, NOT that one hasn’t committed the illegal act; “not guilty” also means that the prosecutor must now prove the guilt of that person in connection with that crime in a jury/bench trial. “Innocence” is the absence of guilt, especially freedom from guilt for a particular offense.

(Spanish): no culpable, en vez de inocente.

28. “She appeared before a Notary Public.”

notary public/notary: (n.) in the U.S., a person authorized by a state to administer oaths, certify documents, attest to the authenticity of signatures, and perform official acts in commercial matters.

(Spanish): fedatario/a, funcionario que da fe pública. In Texas, it is illegal to call a notary a notario, and in North Carolina, it can be a prosecutable offense.

(Spanish): notario público: in Latin American countries, an attorney who draws up contracts and deeds, as well as other commercial and some civil documents for subsequent registration with the appropriate government office; NOT the equivalent of a notary public in the U.S.

29. “Her plea to the charge was nolo contendere.”

plea: (n.) (1) [criminal law] the accused person’s formal response of “guilty,” “not guilty,” or “no contest” to a criminal charge; (2) [common law] the defendant’s responsive pleading in a civil action; (3) [civil law] a factual allegation offered in a case; a pleading; a formal document in which a party to a legal proceeding [civil lawsuit] sets forth or responds to allegations, claims, denials or defenses.

(Spanish): (1) declaración (se declara culpable, no culpable o nolo contendere); (2) contestación del demandado a una acción civil; (3) alegato, alegación, presentación en juicio de las pretensiones y defensas de las partes.


POSSLQ: person of the opposite sex sharing living quarters (U.S. Census Bureau).

(Spanish): persona del sexo opuesto que comparte la vivienda.

31. “What is called a deferred disposition in Texas is called a prayer for judgment continued in a number of other states.”

prayer for judgment continued (PJC)/deferred disposition: (n.) a request that entry of the final judgment in a case be postponed, although it is generally used to refer to the postponement itself. The motor vehicle laws of certain states provide that PJCs may be allowed for certain violations, which are then never officially entered against the offender, provided that he/she not commit certain additional violations for a specified period.

(Spanish): petitorio para la postponación del fallo; aplazamiento o postergación del fallo o de la disposición de la causa.

32. “I cannot issue a search warrant unless you show me probable cause.”

probable cause/reasonable cause/sufficient cause/reasonable grounds: a reasonable ground to suspect that a person has committed or is committing a crime or that a place contains specific items connected with a crime; more than a bare suspicion, but less than evidence that would justify a conviction. Under the Fourth Amendment, probable cause must be shown before an arrest warrant or search warrant can be issued.

(Spanish): motivo fundado, causa razonable, motivo o justificación razonable.

33. “The farmer was subjected to rack-rent.”

rack-rent: (n.) rent equal to or nearly
equal to the full annual value of the property; excessively or unreasonably high rent; (v.) to rack rent.

(Spanish): alquiler/arriendo de usura o excesivamente alto; (v.) cobrar un alquiler/arriendo de usura o excesivamente alto.

34. “Return of service of process was finally accomplished.”

return of service of process: (n.) document filed (by a sheriff/constable) in court as proof that process has been successfully served on a person.

Process is a writ or summons or other legal process to appear or respond in court.

Service is the formal delivery of a writ, summons, or legal process.

Return is the document filed (by a sheriff/constable) in court as evidence that process has been successfully served on a person.

(Spanish): prueba de que se ha formalmente entregado un auto/orden/notificación de comparecencia o auto de significación.

35. “There is a statutory age limit for this.”

statute: (n.) statute, a law passed by a legislative body.

statutory: (a.) (1) [laws] created and passed by legislation or a state’s legislative assembly; (2) of or relating to legislation.

(Spanish): (n.) ley, aprobada por el Congreso o la asamblea legislativa de un estado (véase también Act) y no una ley nacida en el derecho común o en el derecho de equidad; un reglamento u ordenanza municipal; (adj.) legal, reconocido o amparado por las leyes aprobadas por el Congreso o la asamblea legislativa de un estado y no una ley nacida en el derecho común o en el derecho de equidad.

(In Spanish, estatutos means by-laws; therefore, in Spanish, “estatutario” means provided by the by-laws, and would be a false cognate.)

36. “The grand jury returned a true bill.”

“The grand jury returned a no bill instead of the indictment the prosecutor expected.”

true bill: (n.) a grand jury’s notation that a criminal charge should go to trial and be prosecuted. Also used as a verb: to true-bill, true-billed.

(Spanish): anotación por el gran jurado aprobando una acusación formal.

no bill: (n.) a grand jury’s notation that there was insufficient evidence for an indictment on a criminal charge. Also used as a verb: to no-bill, no-billed.

(Spanish): anotación por el gran jurado denegando el procesamiento del acusado.

37. “He was charged with counterfeiting and uttering.”

uttering: (n.) a crime of presenting or putting into circulation a false or worthless instrument (such as counterfeit money) with the intent to harm or defraud.

(Spanish): delito de poner en circulación un instrumento falsificado (p.ej., dinero falso) con intención de defraudar.

Like to Travel? Conference and Escort Interpreting Might be Your Ticket Continued from p. 27

simultaneous interpreter. You must also have the ability to process enormous amounts of information, with words going in and coming out at the same time. You must be flexible, self-confident, not tied down to a set schedule or location, be able to work well under pressure, cope with impossible demands, and have the personality to handle all this with a smile, because people skills are extremely important in this profession.

This job is stressful because you are always under pressure to perform and are highly visible—when you goof, everybody knows it. It is stressful because there is no sure way to prepare for a job. You never know what will happen next or what words will be spoken for you to render in the target language. If you can handle these pressures, it is a job that is a lot of fun, and one that puts you in contact with many interesting people and gives you the opportunity to see the world.
Translators and Project Managers: What it is All About

By Carmela Pacchioni

While there seems to be no shortage of articles regarding how to succeed as a professional translator, finding information about what it takes to become and succeed as a translation project manager is a little more difficult.

I’ve been working in the translation business in different capacities for almost 19 years. I’ve been a translator and editor my entire working life, a translation company owner when I was very young, and a part-time project manager for several years. Now I enjoy the more peaceful life of being “only” a translator and editor, and would like to share my experiences from a variety of perspectives.

Having good translators available is essential for a translation company’s success. Like plants, translators can bloom or wither, and give their best if treated right. Here is where the project manager can make a difference in helping the company achieve the desired level of customer satisfaction. What do good translators expect from a translation company and its project managers? The following offers some hints to try and improve the relationship between translators and project managers.

Project Managers: Who are They?

A project manager is the person in charge of translation projects at a translation company. These individuals are essential in monitoring and controlling the workflow of a translation company. They receive incoming projects from customers, assign them to the most suitable translators, and send them back to the customers. It seems simple, but there is much more involved in this job. As far as I know, there is no formal educational path yet available to become a project manager. This job is a mixture of talent, experience, and the ability to respond quickly to multiple tasks. Some project managers have experience and the ability to deal with people even in harsh working conditions, some don’t. Some will acquire this skill in time, some won’t. As translation companies become bigger and the projects they manage increase in number and complexity, project managers will continue to serve as a crucial link in translator/end-customer communication. A good project manager can straighten out difficult situations and make everybody’s work easier. An inexperienced project manager can create misunderstandings and waste time.

“…In the translation business, as in most other fields nowadays, nobody can work alone…”

Know the Basics

Project managers have a very difficult job that requires a lot of insight, but as I mentioned before, there is no school to teach you the needed skills. More often than not, project managers must work under pressure, manage several projects at the same time, be flexible, and be able to find solutions and good translators quickly and at a reasonable price. Since project managers serve as a crucial link between translators and end-customers, their work also requires a lot of diplomacy and savoir-faire. End-customers tend to impose impossible deadlines or don’t have a clue of the steps involved, for example, in a localization project. Project managers are there to explain how things work, but in order to do this they need to first get to know the parties involved.

Translators greatly appreciate project managers with experience in the translation business who are able to evaluate correctly turnaround time and cost, know at least one foreign language, and are aware of how difficult it can be to convey a message in different languages and cultures with tight deadlines. Passion, dedication, and understanding are also highly appreciated by translators, even if their only contact with a project manager is over the phone or by e-mail.

If the project manager has little or no experience, he or she should be initially mentored by a senior project manager. Before taking the floor, the would-be project manager should at least know the following:

- that a translator always translates only into his or her mother tongue;
- the difference between translating, editing, and proofreading, and that even though one individual can certainly be capable of all these tasks, a single person can’t act as the translator, editor, and proofreader of the same project;
- the main combination of languages in which the translation company works and the regular languages in which the translation company is willing to translate;
- the measuring units of the “translation world” (words, lines, hours, characters);
- the rates and how to calculate them;
- the average hourly and daily output in the most common language combinations;
- the main computer programs used by the company and their translators;
- the main computer-assisted translation tools systems used by the company and their translators;
- and most importantly, a reference person to contact quickly in case of doubts.
Get to Know Your Translators

Many project managers have the wonderful gift of knowing who is right for what job. Not all translators are the same, since they do not all have the same availability. Some may be eager to experiment with new software tools, some may be frightened by too much technology too quickly. Some translators don’t mind working during the weekends, and some can’t. Knowing more about your regular translators enables you to use your resources more effectively. Ask and you may hear the answer you want. Not all translators specialize only in one field or one language combination. I’ve been doing medical and technical translations my entire career, but love the wordplay involved in translating for the advertising sector, so I always welcome this type of job.

Treat Them Right: Tell the Truth, Keep Your Word, and More

If you have a 4,000-word document to be translated by tomorrow morning, don’t say it’s roughly 2,000 words knowing full well that by the time the translator opens the file you’ll be safely out of the office. Translators are more willing to help when you have a tight deadline, as long as you tell the truth and make them feel appreciated. If a translator feels cheated, he or she won’t work well and the result will be poor.

Also remember what you say. If you expected a project for translation to arrive a certain day and it does not, inform the translator and get in touch with the customer to find out what happened. Translators usually work for several companies and may have tight schedules. If an announced project does not show up within a reasonable time, they may be able to take on another assignment or do some other errands. Also notify the translator as soon as possible if a project has been cancelled or postponed for some reason.

Do not promise future higher rates or extra bonuses if you are not 100% sure you will be able to deliver. I’m still waiting for an extra bonus from a company who initially asked me to work on weekends several years ago and then had problems paying even the base rate we agreed upon.

Do not e-mail unexpected large jobs on Friday afternoon (or, even worse, evening), if they are due on Monday, unless you have first contacted the translator. Translators do have a private life. They’ll probably do the job so as not to let you down or for fear of losing a customer, but if this becomes a regular occurrence, it can spoil a business relationship in the long run. Remembering that “what goes around comes around” is a good rule of thumb.

Avoid “Work in Progress” Whenever Possible

Unless you work for ad companies for which “work in progress” is standard, do not accept drafts to be translated. Translators hate having to adjust their translations constantly to accommodate changes due to work in progress, especially if this happens on a regular basis. If it is really necessary to make a change to the document, please ask the customer to activate the Track Changes feature in Word so that you can see what they changed. I once had a customer who loved to send out draft texts to be translated at Christmas time while he was on holiday, only to come up with new, finalized versions when he returned at the beginning of January. As a result, we had to adjust the translations very quickly and without knowing exactly what had been changed, since he didn’t bother to use Track Changes or else sent only PDF files. This very annoying habit surely had an impact on the final translation.

If a customer needs more time to finalize a document but wants the translator to start working anyway on the draft to save time, please say no, or clearly state that modifying a translated text requires an additional charge. Sometimes customers are not aware of the steps involved in a translation project. Clearly explaining what happens and mentioning the extra costs can make them change their mind about sending in a
Translators and Project Managers: What it is All About Continued

Draft or modifying a document that has already been translated.

Understand What the Customer Wants Before Sending Out a Project

Carefully read the customer’s instructions before you hand out a job and, if possible, send a separate e-mail with the relevant files for each language pair. In multilingual projects, each translator should have his or her own set of files to be translated to avoid confusion, especially when instructions for individual translators differ and not all files have to be translated in all languages. Otherwise, when the files to be translated and the instructions are the same for everybody, sending one e-mail with multiple recipients will suffice.

If you can’t figure out what the customer wants, ask him and make sure the translator has everything he or she needs to work on the job. This will save you time replying to e-mails from angry translators who can’t figure out what you expect from them.

If the customer sends some reference material or a terminology list, make sure to hand them out to your translators. There are often several ways to translate the same concept, and the translator might have to rewrite the whole translation if it doesn’t match the customer’s terminology list.

Be prepared to discuss the quality of reference material with the customer, if necessary. Sometimes the so-called reference material turns out to be unreliable, and the translator won’t be willing to use it. If you can completely trust your translator’s judgment, it will be easier to make your point with the customer.

Say What You Want

Sometimes we don’t get what we want because we don’t ask for it. For example, if you want the files in the target language to be renamed or formatted in a certain way, please say so. This simple rule applies to many cases. Not everybody has the same preferences and what works for one translation company may not work for another one. If you have certain requirements or preferences that make your job easier, write a short list of instructions for a specific project or for all the projects you handle and hand it out to your translators. You can clarify your instructions with a short explanation. It is always easier to follow a rule if you know the reason behind it. I know that not all translators will follow your list, but most of them will. If they don’t, you can always politely remind them that you did provide clear instructions.

Splitting Projects

This is a very delicate issue. Split projects only when absolutely necessary. Be aware that it requires a real work of art to generate a uniform translation when there are several translators working on one project, especially when each translator only sees a part of the whole story. Customers tend to forget that a long translation with an impossible deadline has to be split among different translators. They often complain, later, about inconsistent terminology and style. Customer education can help a lot in this respect, and project managers should do their best to convey the message.

If the translation really has to be split, the different translators should at least be able to use common terminology. The first thing to do is to extract all relevant terminology, create a glossary, and make sure that everybody sticks to it. It is also important to set common parameters concerning register, style, and so on.

Answer Questions

Translators may have questions about the assignment, which can be very annoying for the project manager. Nonetheless, questions help translators better understand the subject matter or find out if there is something wrong/missing in the source text. The right question can make the difference between a right or wrong translation. When I was a project manager, I asked my translators to send me all their questions after they had completed the first translation draft. This system seemed to work well for both of us, and we did not overwhelm each other with too much correspondence.

Asking the right questions can be very useful for the end-customer. Translators spend a lot of time alone with the source text, and can therefore become aware of mistakes or inconsistencies that could lead to many problems if they go unnoticed by others. If you have established a good relationship with your translators, they’ll come up with the right questions. If they feel they cannot ask questions, they may simply “ignore” possible mistakes or inconsistencies until it is too late or very expensive to amend them.

Say Thank You

I work for a wonderful Dutch translation company where all the project managers always say thank you, and I’ve come to appreciate their attitude more and more over the years. It takes only a few minutes to send such an e-mail for a rush job completed quickly or a regular job delivered on time, but the positive effect of such an action is huge.

Getting Paid

Make sure your translators are getting paid. If you expect some payment
delays, make sure you let your translators know, in a clearly worded message, before they find out the hard way. If you have built a solid relationship, your translators won’t let you down. If you don’t keep them in the information loop, they may disappear.

A couple of years ago, I worked all summer for a wonderful project manager. She had interesting projects with quite reasonable deadlines, and was very knowledgeable and cooperative. I was considering doing more work for that translation company until I realized that they were not paying my invoices. After several e-mails to the head office with no replies, in an official letter the company stated that it was undergoing a merger and would temporarily be suspending payments. It took me more than eight months to get paid. As a result, I haven’t considered the possibility of working with them again. Translators hate to waste time writing reminders and, even worse, chasing people in the accounting department. Good translators expect to be paid as agreed or be promptly informed in case of problems. Being honest and ethical is always the right choice.

Deactivate the Default “!” Sign in Your E-mail

The only time you should designate e-mail as being urgent is when you have a really important message to convey. If everything you send is marked urgent, you will annoy your translators, lose credibility, and be classified as one of those terrible customers who are always in a hurry. And the day that you really do have an urgent message, nobody will notice.

Share Good News

Nothing is more appreciated than good news. If a customer comes back with positive feedback on a project or an individual translator, share this information. In my experience, this generates a wonderful effect and makes for happy customers, project managers, and translators. I still haven’t deleted an appreciative e-mail I received from the project manager of one of my regular customers a couple of months ago. It made me happy the first time I read it and continues to do so every time I re-read it. All translators work better if they know that their hard work is appreciated. Of course, bad news should also be shared to give translators the opportunity to learn from possible mistakes.

Have a Couple of Good References Available

If you are looking for new translators to work on a large project, don’t be surprised if the translators you contact ask for references. It is just as important for professional translators to know who you are as it is for you to know about their qualifications. I’ve been happily working for many years for a translation company in the U.S. who initially contacted me once by phone for quite a large medical assignment. They were ready to give me the name of a few of their regular translators immediately as a reference. I e-mailed these individuals and received only positive feedback about the company. It’s so simple. As an alternative, ask your translators to evaluate your performance on the sites providing this information for professional translators on the Internet, and make sure they give you a good rating!

Conclusion

Translators and project managers can work very well together, if both are aware of the importance of each other’s role. In the translation business, as in most other fields nowadays, nobody can work alone. It takes a good team to deliver excellent results. Even though most translators work far away from the translation company, they should still be considered a very important part of the team and, together with their in-house project managers, a crucial element for success.
“Include a map” was one of several tips that U.K. public relations expert Peter Prowse gave a group of translators and regional development authorities keen to lure foreign investors.

Sound obvious? Apparently not, according to Prowse, who was addressing an industry meeting in Western France. He sees many examples of stumbles at this very basic level.

In a similar vein, many promotional campaigns are hampered by text-heavy prose chock-full of references to local towns and points of interest that have little if any resonance for businesspeople from afar.

Jacques de Chilly, director of a Nantes-based investment agency, agrees. “On my first trips to Japan, I realized that many Japanese have only the vaguest notion of where our region is—just as people in France know relatively little about Japanese geography,” he comments.

Even now, says de Chilly, the only sure-fire response of new Japanese business contacts to news that he hails from Nantes is “ah, the Edict of Nantes”—a standard reference in Japanese schoolbooks.

Mr. de Chilly now makes a point of situating Western France by citing its Atlantic coast and proximity to Paris. He also insists on map insets in the brochures produced by Ouest Atlantique, the agency he heads.

In an advertisement for another French region sent in by a reader, the first part of Mr. Prowse’s message has clearly been taken on board. “Investment / Exchange / Cooperation” reads the lead-in, with a near full-page map situating Adecal, the New Caledonia Economic Development Agency, in the South Pacific. So far so good.

Unfortunately, Adecal fails to follow through on the PR expert’s second tip: “Have foreign-language texts prepared by a professional—don’t try to do it yourself!”

The body copy of this particular ad, which ran in the summer issue of Air New Zealand’s glossy in-flight magazine, lurches along, losing readers as it goes. A typical example: “ADECAL is an Agency which board gathers the public authorities and representatives of the corporate world.”

The awkwardness reflects the original French syntax and word choice, a sure sign of an in-house job, and a reminder that if you are going to spend money buying media space, it’s worth going to a professional translator for language input. Who will, by definition, be a native speaker of the language he or she is working into.

With thanks to Catriona Picken.
ATA Certification Exam Information

Upcoming Exams

There will be many more exam sittings scheduled for 2006, but these are the only sites confirmed at this time.

<table>
<thead>
<tr>
<th>State</th>
<th>City</th>
<th>Exam Date</th>
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<tr>
<td>California</td>
<td>San Francisco</td>
<td>April 15, 2006</td>
<td>March 31, 2006</td>
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<tr>
<td></td>
<td>Uruguay</td>
<td>January 4, 2006</td>
<td>December 16, 2005</td>
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All candidates applying for ATA certification must provide proof that they meet the certification program eligibility requirements. Please direct all inquiries regarding general certification information to ATA Headquarters at (703) 683-6100. Registration for all certification exams should be made through ATA Headquarters. All sittings have a maximum capacity and admission is based on the order in which registrations are received. Forms are available from the ATA website or from Headquarters.

New Certified Members

Congratulations! The following people have successfully passed ATA's certification exam.

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<tr>
<th>Language into</th>
<th>Name</th>
<th>City, Country</th>
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<tbody>
<tr>
<td>English into Portuguese</td>
<td>Carlos A. Angelo</td>
<td>Guaranrthos, Brazil</td>
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<tr>
<td></td>
<td>Daniella V. Lincks</td>
<td>McKinney, TX</td>
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<tr>
<td></td>
<td>Cynthia B. Monteiro</td>
<td>São Paulo, Brazil</td>
</tr>
<tr>
<td></td>
<td>Maria Claudia S. R. Ratto</td>
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<tr>
<td>Portugese into English</td>
<td>Eliana Taira</td>
<td>São Paulo, Brazil</td>
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<tr>
<td></td>
<td>Heloisa Veloso</td>
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<tr>
<td>English into Spanish</td>
<td>Gema Aparicio</td>
<td>Fort Wayne, IN</td>
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<td></td>
<td>Álvaro E. Queiruga</td>
<td>Montevideo, Uruguay</td>
</tr>
<tr>
<td>Portuguese into English</td>
<td>John C. Milan</td>
<td>Raleigh, NC</td>
</tr>
<tr>
<td>Spanish into English</td>
<td>Corey J. Roy</td>
<td>Arabi, LA</td>
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Active Membership Review

The Active Membership Review Committee is pleased to grant active member status to:

<table>
<thead>
<tr>
<th>Status</th>
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<tr>
<td>Active</td>
<td>Alexander Pogede</td>
<td>Miami, FL</td>
</tr>
<tr>
<td></td>
<td>Vania H. Haam</td>
<td>Mill Creek, WA</td>
</tr>
<tr>
<td></td>
<td>Julie K. Wagner</td>
<td>Los Angeles, CA</td>
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New MA Degree to Start in Fall 2005

Master of Arts in Translation and Localization Management (MATLM)

The MATLM degree will be a combination of translation, localization technology, and business management. The program will be offered as both a two-year (four semesters) and a one-year degree (Advanced Entry – two semesters with 30-32 credits required).

New Summer 2005 Medical Interpreting Course

Certificate Course in Medical Interpreting: August 18 to 21, 2005 in Monterey, CA

This course is offered to German and Spanish Interpreters interested in medical interpreting.

New Fall 2005 T&I Training Conference

Professional Translator and Interpreter Education in the 21st Century

An international conference to be held in Monterey from September 9 to 11, 2005.

Please log on to www.miis.edu for detailed information about the new MATLM degree program, the Summer 2005 medical course and the Fall 2005 T&I training conference.
# American Translators Association

## Officers

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Email</th>
<th>Phone/Fax</th>
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</thead>
<tbody>
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## Committees

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<tr>
<td>Active Membership Review</td>
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<td>Chapters</td>
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<td>Jenison, MI</td>
<td>(503) 935-9672</td>
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<td>Continuing Education Requirements</td>
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<td>Novi, MI</td>
<td>(248) 344-0097</td>
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<tr>
<td>Dictionary Review</td>
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<td>Venice, FL</td>
<td>(941) 408-9643</td>
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<tr>
<td>Divisions</td>
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<td>Saranac, NY</td>
<td>(518) 293-7494</td>
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<tr>
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<td>(619) 594-1878</td>
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<tr>
<td>Ethics</td>
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<td>Alexandria, VA</td>
<td>(703) 548-7570</td>
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## Division Administrators

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<tbody>
<tr>
<td>Translation and Computers</td>
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<tr>
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<tr>
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<tr>
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<td>Alex Lane</td>
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<tr>
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<td>Beatriz A. Bonnet</td>
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Elsevier’s Dictionary of Economics, Business, Finance, and Law
(Russian-English)

Authors: N.G. Rakipov and A.N. Rakipova
Publisher: Elsevier
Publication Date: 2004
Number of entries: 115,000 Russian terms and set expressions
Number of pages: 1,524
Price: $250; €250; £166.50
Available from: Elsevier (www.elsevier.com)

Reviewed by: Boris Silversteyn

I have always wondered why Elsevier dictionaries are so expensive. I understand that it takes a lot of talent, effort, and time to create a dictionary and that none of these components come cheap. Still, no non-Elsevier dictionaries I know of have a triple-digit price (with the exception of the fourth edition of Callaham, well known to and popular among some Russian-English translators), but while Callaham costs “only” $125 or so, Elsevier’s dictionaries are usually in the $150-$200+ range.

Well, I think I know an answer, if not the answer, now that I have used the Elsevier’s Dictionary of Economics (hereinafter, Rakipov). And the answer is rather simple: the dictionary is overweight, literally and figuratively. It has a lot of filler words and terms that, in my opinion, have no place in a specialized economics, business, etc., dictionary.

First, it includes the names of countries, islands, rivers, and other geographic items, from Abhazia to Япония. But it doesn’t stop here: a country is given not just one, but four entries; to wit, in addition to Abhazia—Abkhazia, we also get three more entries—абхазец, абхазка, и абхазский, which all have one English equivalent (Abkhazian), but use up three lines.

Then, it is full of common-usage words such as быть, в, лет/даять, день, жаркий, за, на, о/об/обо, толкать—you get the idea. What Russian–English translator doesn’t know the English equivalents of these words and/or would look them up in a dictionary, let alone in a specialized one?

Rakipov also has strange—for this type of dictionary—entries, such as баталия (a term not used since probably the 18th century), концлагерь, лейб-мехник (I had no idea this 19th-century term is still in use in 21st-century economics, business, finance, and law), нетрэб, порозиться, проселок and проселочная дорога, тайный советник, титулярный советник, as well as a lot of other terms that have no place there.

Rakipov includes numerous computer, engineering, medical, military, sports, etc., terms only remotely related to its purported field. Might one encounter terms like воздушнодесантные войска, гречка, женская и детская консультация (mistranslated as consultation centre; incidentally, the spelling, like in all Elsevier’s dictionaries, is British), музыкальный инструмент, НЗУ, психика, прутковая сталь, and the like when translating economics, business, finance, or law texts? Yes. Would a translator immediately reach for Rakipov to look them up? I doubt it.

The thing that amazed me most was the (nostalgic?) inclusion of Bolshevik terminology. Here is a random sampling: антимарксистская пропаганда, берже население, выдающийся борец за мир, выдающийся вклад в дело мира, высшая фаза коммунизма, ереж порох сухим, доска почета, залог дружбы, изгнанное рение, ножинатель войны, разнича дружбу. Совет экономической взаимопомощи, and технополис. There are five Marx-related entries, from марксизму to марксистско-ленинская теория государства и права; eight entries on communism, including коммунистическая мораль, коммунистическая справедливость, and коммунистическое строительство; and 35 entries on socialist, including социалистическая законность and социалистическое соревнование.

What about the quality of English translations? Here too, Rakipov is lacking. English equivalents of Russian terms are sometimes questionable, to put it mildly. My eyebrows rose when I saw abort translated as failure, cancellation (luckily, abortion was the first option) and негонка translated as dishonorable wife. And what about извещающие свежения—information? Or творческая идея—product development?

But let’s look at translations of genuine subject matter terms: благодарительный бал—fancy; большие успехи в бизнесе—dramatic games in business; давать деньги в долг, найм— to accommodate with
a loan, to accommodate with money, to hire with money (everything but to lend money!); завещательный отказ— testamentary legacy; капиталность—the capital; объем условных операций— volume of business; основной пункт—pivot; привить к горождым происшествиим—to cause fatalities.

One would expect that a dictionary of this size—and price—was proofread carefully before publication to avoid embarrassing typos. Unfortunately, Rakipov wasn’t. Here are but a few examples (a result of cursory browsing): 1. in будущем году—nest year (p. 88); государственная имена—reason against the state (p. 205); госбюджет—С.М. государственный бюджет (p. 205); затронутый 14-м февраль—dated February 15 (p. 228); забранный рейс—stunted growth (p. 318); косвенно— the English equivalent is simply missing (p. 481); независимый (о товаре)—checking out (p. 627); произвольный по закону—to be on order (p. 1033); собранный альбом—who held two jobs (p. 1214); специализация союза—specialization of joint organization (in addition to the Russian typo, the end s is missing in English) (p. 1245); страх—fight (instead of fright) (p. 1289); учтенный товар—market-down (goods) (p. 1417); частые перевозки неэкономического характера (p. 1481). And the list goes on and on.

There are other signs of sloppiness, such as repetitive entries, e.g., тенденция в развитии технологий, with the same English translation for all three entries (of course). Other examples: общие условия (p. 696), translated as general (terms and) conditions; and later условия общей, translated as general conditions (p. 1403).

Okay, enough criticism. Is there anything good to say about the dictionary? Yes, there is.

As is always the case with Elsevier, the paper and binding are superb. More than 50% of the English terms are correct or at least acceptable, although some are strictly British, and hence of no use to U.S. translators.

The most valuable parts of Rakipov, in my opinion, are the expansions and translations of numerous abbreviations (names of national and international societies, organizations, agreements, treaties, programs, and the like).

So who would benefit from the dictionary? Not the beginners in our profession, as they might not always know the difference between correct and erroneous target-language terms. Experienced translators will find a lot of usable stuff, if money is no object. But a lot of this stuff can be found in Multitran—with the same caveat of the need to know the difference between the wheat and the chaff.
Bilingual anatomy atlases are useful references for Japanese-to-English and Chinese-to-English medical translation. They help translators conceptualize specialized medical texts and, if they have good indices, also serve as bilingual glossaries. Moreover, each page in an atlas tends to showcase entire regions of the human body. This means that if the translator is dealing with a source text that focuses on one body part, chances are all the pertinent terms will be found on one page in the atlas, which makes look-up very convenient.

As can be seen from the list above, there are many atlases to choose from. Even though a comprehensive review of each atlas is not included here, hopefully the following overview will help you decide which title is best for your needs. All the titles discussed are available online at amazon.co.jp or kinokuniya.com. They can also be found at larger Japanese bookstores, such as Sanseido.

**Character sort:** I believe that the index is the key factor in selecting an atlas. The indices of the titles I looked at employed one of two basic sort methods: character sort and kana reading sort. Character-sort indices, such as the example in Table 1 from the Japanese translation of *McMinn’s Colour Atlas of Human Anatomy,* (hereinafter, *McMinn*) sort entries by head characters.

Based on kana reading, you would expect *daiichi kyôtsui* 大胸椎 to precede *daiwan* 大腰. However, in character sort indices, *dai* 大, a three-stroke character, precedes *dai* 大, a 13-stroke character, and *dai* 大 sub-entries precede *dai* 大 sub-entries, regardless of the reading. *McMinn’s* Japanese index includes Latin translations for some entries, but no English translations. Users must turn to page 87 of the text to find the English translation of 第1胸椎の横突起 (transverse process of first thoracic vertebra), but they need another dictionary to find character readings, because *McMinn* does

| Table 1 |
|---------|-----------------|
| 大椎 (著の) | Curvatura ventriculi major |
| 第1胸椎 | 201, 202, 208 |
| 第1胸椎の横突起 | Vertebra thoracica I |
| | 71 |
| | 87 |
not provide them. Translations such as McMinn are designed for Japanese users working with English texts. Callouts in the text are listed according to the alphabetical order of the English anatomical terms, making look-up by Japanese word difficult. Using the index to look up Japanese terms is also a multi-step process. Therefore, for Japanese-to-English translators, Nihon jintai kaibougaku (Kaneko, 1999), an original Japanese publication, is probably more useful.

Kana sort: Kaneko was the only atlas with an index sorted by the kana readings of the entries. Kaneko provides one-step look-up, readings, and English and Latin translations (Table 2).

Lowest Price: If you find Kaneko (about $220) too expensive, McMinn is about $60 new, $40 used (amazon.co.jp, accessed May 28, 2005). Still, I believe that for $100-$120 you can get a better return on your investment than McMinn.

Aesthetics: There is some debate over the merits of including photos of cadavers and drawings and paintings. Students say photos make it easier to recognize body parts during dissections, but paintings and drawings make abstract concepts easier to grasp. I find that the excellent photos used in The Color Atlas of Human Anatomy (Rohen et al, 2004) make it a pleasure to use and a great coffee table book to impress clients. I wish Kaneko used photos. McMinn does use photos, but it has not been updated since 1999, and its photos are inferior in number and quality to those in Rohen.

Other factors: Famous North American and European atlases, such as Grant’s Atlas of Anatomy, Atlas Of Human Anatomy, Sobotta Atlas of Human Anatomy, and Taschenatlas der Anatomie, have been translated into Japanese. Each has unique characteristics that appeal to different users. For example, some like Netter’s Atlas of Human Anatomy (2004) for its detail and comprehensive listings, but others complain it lacks explanatory notes. If you have a favorite series, and do not need kana readings, look for the Japanese.

Bottom line: I believe that Kaneko is the best choice (the only choice for readings), but it comes at a higher price. If you can live without readings, McMinn offers average quality at a good price. Rohen or Netter offer better quality at average prices. Rohen is aesthetically the most pleasing, and Netter is one of the most comprehensive.

### Table 2

<table>
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<th>Entry</th>
<th>Kana</th>
<th>English</th>
<th>Latin</th>
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<tr>
<td>大弯</td>
<td>たいわん</td>
<td>greater curvature</td>
<td>curvatura ventricelli [sic] major</td>
</tr>
<tr>
<td>唾液腺</td>
<td>だいえきせん</td>
<td>salivary gland</td>
<td>glandula salivary [sic]</td>
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</tbody>
</table>

Price: About $10
Features: 11-page English-only index

Atlas of Human Sectional Anatomy
Editor: Lianhong Jin
Publisher: People’s Medical Publishing House
Publication date: 2005
ISBN: 7117064862
Price: About $23
Features: No index

Atlas of Human Sectional Anatomy
Editor: Shuwei Liu
Publisher: Shandong Science & Technology Press
Publication date: 2003
ISBN: 7533132955
Price: About $12
Features: 8-page Chinese-English index, 7-page English-Chinese index

Practice [sic] Colour Atlas of Human Anatomy
Editor: Ruixiang Li
Publisher: People’s Medical Publishing House
Publication date: 2002
ISBN: 711704148X
Price: About $10
Compared to their Japanese counterparts, the quality of the Chinese publications was decidedly lower—as was the cost. Chinese reprints of *Gray’s Anatomy* and *Wolf-heidegger’s Atlas of Human Anatomy* were somewhat higher in price than native Chinese atlases, although the binding on *Wolf-heidegger’s* gave an ominous crack when I opened it (you are paying for intellectual property rights, not quality binding). In any case, neither of these foreign titles had a bilingual index.

It is rumored that in China the bodies of prisoners are pictured in anatomy atlases, thus keeping down photography costs. Whether this rumor is true or not, the *New Atlas of Human Anatomy* contains excellent photography at a very reasonable price, although, as is the case with *Wolf-heidegger’s*, the binding is not all that it could be. The *New Atlas of Human Anatomy* has some misspellings (endocring [sic] system, p. 270), but no more so than other Chinese atlases. As with Japanese anatomy atlases, I found indices to be the deciding factor in choosing a Chinese bilingual anatomy atlas. Several had no index at all, just bilingual callouts in the text. Some had only English-to-Chinese indices, some only Chinese-to-English. None of the atlases I looked at had an index alphabetized by pinyin—they were either organized by pinyin pronunciation of the head character or by stroke count of the head character. Even as a native English speaker, I found each relatively easy to use.

**Bottom line:** For me, the determining factor in choosing a Chinese atlas was the comprehensiveness of the Chinese-to-English index. I found the *Color Specimen Atlas of Medical Anatomy* and *Jubu cengji jiepouxue tupu* to have the largest Chinese-to-English indices. Of these two, I found the black-and-white illustrations in the *Regional Anatomy Atlas* easier to follow, and I also thought they would reproduce well if I ever needed to make photocopies. This volume also happened to be one of the cheaper choices.

Robert C. Albon works in Japan as an editor and freelance translator, occasionally dabbling in photojournalism. He specializes in medical translation, with over 10 years of experience. He also served as an official translator at the 2002 Salt Lake Winter Olympics. Contact: rob@albon.us.
Aft er receiving effusive praise concerning the John-Henry-the-Translator poem that appeared in this column a couple months ago, I realized there was no mention of the author of this brilliant parody. I could not name him or her because the Slavfile (the newsletter of ATA’s Slavic Languages Division), where the poem was reprinted nearly 30 years after it had originally been penned, was not entirely clear on this matter. Now a correction is due: it was Kim Braithwaite who contacted me. The Slavfile merely mentioned that he had brought the poem to the editor’s attention. Kim, congratulations!

[Abbreviations used with this column: D–Dutch; E–English; F–French; G–German; I–Italian; Pt–Portuguese; R–Russian; Sp–Spanish; Sw–Swedish.]

New Queries

(E-D 10-05/1) All right, this is a buzzword from English-language economics: Onboarding. The context for this English-to-Dutch query: The overall ownership and responsibility for Onboarding rests with the supervisor.

(E-G 10-05/2) Evidently, this is from the world of cooling engineering. It needs to be in good German, namely the words in bold in the following: After sterilization, the connections are cooled using sterile filtered compressed air process (ACP) flush. What’s that, and how do you deal with its translation?

(E-Pt 10-05/3) This was a legal query from ProZ involving the term Reserving jurisdiction. How to best render it into Portuguese, given this phrase: Reserving jurisdiction over termination of marital status?

(F-E 10-05/4) A psychiatrist’s patient made three statements about himself, the first and third of which baffled this Lanta-l participant. The text goes like this: “Monsieur se considère assez à l’ordre. Il a parfois épuisé certaines difficultés à imposer des limites. Monsieur mentionne qu’on peut ambitionner une ou deux fois mais que par la suite ‘c’est fini’.” How do the first and third sentences fit with the second sentence? What’s up?

(F-E 10-05/5) Despite owning two Internet technology dictionaries, this ProZer was uncertain about the phrase “une correction systématique des instructions,” particularly the last word. It could mean instructions, or code, commands, statements…what else? The full context sentence reads: “Dans le cadre de cette prestation, * * * assurera une maintenance corrective du(es) SYSTÈME(S) objet(s) du présent contrat, à savoir une correction systématique des instructions propres au SYSTÈME(S) objet(s) du présent contrat à l’origine de l’anomalie de fonctionnement.” What is it?

(G-E 10-05/6) In a furniture catalogue, mainly featuring fitted wardrobes, “Wandschrank” caused a ProZ denizen to ask for an English rendering that would retain the play on words and be equally clever in English. The heading stated “Vom exklusiven Wandschrank zur raffinierten Wandschrank.” The Translation Inquirer believes that he has been in at least one home where these facilities existed, but has nothing to offer.

(G-E 10-05/7) In the world of printing and paper paths, what is proper English, asks a ProZer, for “Pflugfälzkopf?” The recently published Ernst dictionary is not of much use for this one.

(I-E 10-05/8) This Lantra-l query has to do with three terms from a text about an ARCA boiler: (8.a) “pietra principale e barrotti”; (8.b) “zona di scambio e catalizzatore”; and (8.c) “cordone di saldatura.” There were more, and the querying party actually wanted Swedish for these. But we’ll settle for English as an initial step.

(Sp-E 10-05/9) Mentioned only in the title of this oil field contract, “cortes de las geofomas” was a puzzler to this ProZ member, who adds this as context: “En los taludes de los cortes, no se deberán dejar fragmentos rocosos o porciones considerables de material susceptibles a desplazarse y deslavarse hacia la vía.”

(Sw-E 10-05/10) What are “klädeskläder,” asks Whitsun, puzzled over the use of this term as something which, in a work of century-old fiction, a son asked his father for in order to make a better appearance on Sundays as he did something which 97% of all Swedes now do not do: attend the local church.

Replies to Old Queries

(D-E 7-05/1) (dichtslippen): David McKay is sure this is a misspelling of “dichtsliben,” meaning simply to clog in this context. The second sentence, as quoted on page 44 of the July Chronicle, means something like this: Other filters may cause membranes to clog. Huge Strubbe says that closing up by slipping makes no sense, while closing up due to depositing of sludge is reasonable. Therefore, the misspelling mentioned initially is right. It is appropriate for membrane clogging, an appropriate risk for a water purification system.

Wanda Boeke points out that a Dutch person pronounces “slippen” and “slibben” pretty much the same, and a person learning Dutch from a Dutch person would learn to pronounce
the two pretty much the same. As part of that phenomenon, she has noticed that more and more foreigners in the Netherlands and Belgium are getting technically oriented jobs and writing strange Dutch and Flemish texts that are almost right, but not quite. This query could be an example.

(E-R 7-05/3) (economic convergence): Strange as it may seem, says Viktor Shevelyov, the proper term for this in Russian is экономическая конвергенция.

(E-R 7-05/4) (vibrating vehicles [thumper trucks] in oil drilling): The best rendering for this is вибрационные машины, asserts Viktor Shevelyov.

(E-Sp 7-05/5) (crisis center): Sonia Claro consulted her Harper Collins and found that there were three specific contexts for this. For personal help, it was “Teléfono de la esperanza.” For battered women, it was “Centro de ayuda.” And for emergencies, perhaps like the ones occurring along the Gulf in Louisiana and Mississippi as this is being written, it is “Centro de coordinación.”

(E-Sp 7-05/6) (clip bond coupons): Pamela Clements consulted her brother who works in high finance industries, and learned that these papers come from pre-electronic days when bonds were still actually pieces of paper. People received coupons that they clipped out and took to virtually any bank to receive their interest payment on their bonds. This is now seemingly an obsolete term. Possibly it could be rendered as “en cupón para cobrar los intereses sobre un bono.” Still to be heard from, however, is a Spanish financial translator over 35 years of age who has dealt with this.

(F-E 7-05/7) (effet liftant): Laura Archiapatti says that this is the taut, youthful effect of a face lit in a bottle. She simply prefers lifting effect for this.

(G-E 6-05/6) (das laufende Gut): As a sailor, Hugo Strubbe instantly recognized the error on page 51 of the August Chronicle, in which this is contrasted with “stehendes Gut,” which is not standard rigging but standing rigging. These are the things that make the mast stand. Mike Sherer agrees with the above.

(G-E 7-05/9) (Speicherblock P): Henry Jackson, Sibylle Frnka, and Michael Sherer state that it is a warehouse block or high-rise warehouse. You can depend on it, says John Kinory, that “Speicher” will be some sort of storage unit, in this case a warehouse whose component parts are identified by letter. Sibylle suggests, in English, storage complex P.

Per Dohler trumped them all by knowing exactly what and where (Hamburg) this was, even sending a digital picture of the facility. Created in 1888 by slum clearance, these brownstone warehouses largely escaped the World War II bombing and now have been incorporated into a gentrified place called Hafen City. Evidently, the Hamburg Port Authority will rent warehouse block P once it has been modernized. And indeed, from the digital picture, gentrified and elegant are the proper words for these structures!

(G-E 8-05/5) (Schweinemett): Ursula Baker says this is a typo for “Schweinefett,” lard.

(G-E 8-05/6) (Weitwinkelsensorik): Depending on the context, Ursula Baker would translate this as wide angle sensor or wide angle sensor technology.

(I-E 8-05/7) (odierna attrice): This, says Lorraine Alexson, means the current or present plaintiff. “Attrice” or “attore” is a claimant or plaintiff in a judicial proceeding. Actually, the word present does not need to be included.

(Pt-E 5-05/12) (cartela): Amber Shields proposed one possibility that was different from what all the other respondents have said, namely that this could refer to a round, plastic case that looks like a cosmetic compact and is used mostly for oral contraceptives. If so, then proper English for this would be a compact or compact case.

(Sp-E 7-05/11) (Rico Vacilón): Pamela Clements renders this as merry prankster. Yes, as the query stated, the root verb is “vacular” (to hesitate, vacillate; colloquially, to joke around, pull someone’s leg). To take a verb root and end it with “-ón” turns it into a person performing that action, but in an exaggerated way, as this ending also connotes largeness.

As for “rico,” it means either wealthy or delicious. It is not likely that the former meaning is implied. The latter is more fitting because wealth in Cuba exists on an entirely different scale relative to the rest of Latin America. The implication is that joking around and being joked with is a delicious, delightful thing, which is culturally true, especially among the more bohemian circles that musicians belong to.

But to keep the translation far away from any association with the LSD-willing merry pranksters from the 1960s, led by Ken Kesey, perhaps jolly joker would be better.

Franco Gamero was kind enough to also submit a reply using a different approach, but it is equally long and I will save it for the November-December issue. Pamela submitted

Continued on p.48
Humor and Translation  By Mark Herman

Herman is a librettist and translator. Submit items for future columns via e-mail to hermanapter@earthlink.net or via snail mail to Mark Herman, 1409 E. Gaylord Street, Mt. Pleasant, MI 48858-3626. Discussions of the translation of humor and examples thereof are preferred, but humorous anecdotes about translators, translations, and mistranslations are also welcome. Include copyright information and permission if relevant.

Limericks I

Si tu pouvais savoir tout ce que je vois! tout ce que je sens! tout ce que j’entends dans tes cheveux!

[If you could but know all that I see, all I can smell and hear in your hair!]

The above line by French poet Charles Baudelaire (1821-67) inspired Arthur Graham to write "La Chevelure," a polyglot limerick in four different languages. This is an amazing technical feat, because "La Chevelure" is in fact a set of 1,024 different macaronic limericks: any first line in any of the four languages can be combined with any second line, any third line, etc. The rhyme and meter are preserved and any combination still makes, in the author’s description, "tolerable sense." “La Chevelure” is ©1973 by Arthur Graham and is reproduced here by permission of the author. It was recently printed by the author in a limited edition on interlinearly cut pages, so that lines from the four languages could be physically combined. The reader of this column will have to do that mentally. All literal translations in this column are also by Arthur Graham.

LA CHEVELURE

A poet there was with a flair
To conjure out of girls’ hair
Pearls, perfume, pink sky,
Green dandruff and lye;
You bet! It’s Charlie Baudelaire.

Ein Dichter hatt’ ein Begeh,
Aus Locken zu machen, wollt’ er,
Liebe und Mai,
Und schrecklich Geschrei;
Muss sein der Franzose Baudelaire.

[A poet had a longing,
To create from tresses, he wished,
Love and May,
And frightful screaming;
It must be that Frenchman Baudelaire.]
As a professional, you are forced to tackle various language issues on a daily basis. These concerns can readily be solved quickly and efficiently using WordFinder with accompanying dictionaries. Installing an electronic dictionary is indeed a brilliant idea.

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- 10 different languages
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ATA Chapters, Affiliated Groups, and Other Groups

**ATA Chapters**

Atlanta Association of Interpreters and Translators (AAIT)
P.O. Box 12172
Atlanta, GA 30355
Tel: (404) 729-4036
aaitinfo@aait.org • www.aait.org

Carolina Association of Translators and Interpreters (CATI)
9304 Bonita Lane, #1617
Charlotte, NC 28262
Tel: (919) 577-0840
catiweb@pobox.com • www.catiweb.org

Delaware Valley Translators Association (DVTA)
606 John Anthony Drive
West Chester, PA 19382-7191
Tel: (215) 222-0955
contactDVTA@cs.com • www.dvta.org

Florida Chapter of ATA (FLATA)
7891 W Flagler Street, #347
Miami, FL 33144
Tel: (305) 274-3434
Fax: (305) 437-7663
president@atafl.org • www.atafl.org

Michigan Translators/Interpreters Network (MiTiN)
P.O. Box 852
Novi, MI 48376-0852
Tel: (586) 778-7304 • Fax: (248) 344-0092
info@mitinweb.org • www.mitinweb.org

Mid-America Chapter of ATA (MICATA)
6600 NW Sweethbriar Lane
Kansas City, MO 64151
Tel: (816) 741-9441 • Fax: (816) 741-9482
translate@kc.rr.com • www.ata-micata.org

Midwest Association of Translators and Interpreters (MATI)
542 S Dearborn Street, Suite 1060
Chicago, IL 60605
Tel: (312) 427-5450 • Fax: (312) 427-1505
moirapujols@aol.com • www.matia.org

National Capital Area Chapter of ATA (NCATA)
P.O. Box 5757
Washington, DC 20016-5757
Tel: (703) 255-9290 • Fax: (202) 234-5656
alexandrarb@yahoo.com • www.ncata.org

New York Circle of Translators (NYCT)
P.O. Box 4051, Grand Central Station
New York, NY 10163-4051
Tel: (212) 334-3060
president@nyctranslators.org
www.nyctranslators.org

Northeast Ohio Translators Association (NOTA)
33425 Bainbridge Road
Solon, OH 44139
Tel: (440) 519-0161
president@ohiotranslators.org
www.ohiotranslators.org

Northern California Translators Association (NCTA)
P.O. Box 14015
Berkeley, CA 94712-5015
Tel/Fax: (510) 845-8712
ncta@ncta.org • www.ncta.org

Northwest Translators and Interpreters Society (NOTIS)
P.O. Box 25301
Seattle, WA 98165-2201
Tel: (206) 382-5642
info@notisnet.org • www.notisnet.org

Southern California Area Translators and Interpreters Association (SCATIA)
P.O. Box 34310
Los Angeles, CA 90034
Tel: (818) 725-3899 • Fax: (818) 340-9177
info@scatia.org

Upper Midwest Translators and Interpreters Association (UMTIA)
Minnesota Translation Lab
University of Minnesota
218 Nolte Center
Minneapolis, MN 55455
Tel: (612) 625-3096
mtl@tc.umn.edu • www.umtia.org

**Affiliated Groups**

Houston Interpreters and Translators Association (HITA)
P.O. Box 421343
Houston, TX 77242-1343
Tel: (713) 202-6169
www.hitagroup.org

Iowa Interpreters and Translators Association (IIATA)
P.O. Box 7631
Urbandale, IA 50323
Tel: (515) 865-3873 • Fax: (515) 278-5841
info@iitanet.org • www.iitanet.org

Utah Translators and Interpreters Association (UTIA)
P.O. Box 433
Salt Lake City, UT 84110
jcalleman@aol.com

**Other Groups**

This list gives contact information for translation and interpretation groups as a service to ATA members. Inclusion does not imply affiliation with or endorsement by ATA.

American Literary Translators Association (ALTA)
The University of Texas at Dallas
Box 830688 Mail Station JO51
Richardson, TX 75083-0688
Tel: (972) 883-2093 • Fax: (972) 883-6303
www.literarytranslators.org

Association of Language Companies (ALC)
1911 N Fort Myer Drive, Suite 702
Arlington, VA 22209-1605
Tel: (800) 338-4155 (within North America)
(703) 812-0883 • Fax: (703) 875-0301
info@alcus.org • www.alcus.org

Association of Language Companies (ALC)
1911 N Fort Myer Drive, Suite 702
Arlington, VA 22209-1605
Tel: (800) 338-4155 (within North America)
(703) 812-0883 • Fax: (703) 875-0301
info@alcus.org • www.alcus.org

Austin Area Translators and Interpreters Association (AATIA)
P.O. Box 13331
Austin, TX 78711-3331
Tel: (512) 707-3900
president@aatia.org • www.aatia.org

The ATA Chronicle | October 2005
Note: For more information on chapters or to start a chapter, please contact ATA Headquarters. Send updates to Mary David, ATA Chronicle, 225 Reinekers Lane, Suite 590, Alexandria, VA 22314; Tel: (703) 683-6100; Fax: (703) 683-6122; Mary@atanet.org.
The ATA Financial Translation and Interpreting Conference was the inaugural event for creating an electronic library of advanced education that will serve to reach more professionals in more successful ways.

More than 30 sessions—over 45 hours of content—have been audiotaped and integrated with supporting slides, documents, and other information to create a multimedia CD-ROM that will serve as a valuable educational tool.

Note: Not all presentations are included due to speaker consent or program changes. Visit www.atanet.org/pd/finance/cdrom.htm to learn which sessions are included.

Attention ATA-Certified Members:
This CD-ROM has been approved for Continuing Education Points. Earn one point for each hour viewed, up to a maximum of 10 points.

I, if you are now certified, your first 3-year reporting period ends on January 1, 2007. If you become ATA-certified after January 1, 2004, your first reporting period ends 3 years after the certification date.

You can begin accruing continuing education points on January 1, 2004, or as soon as you become certified. ATA-certified translators who will be 60 and older on the date their reporting period ends are exempt from continuing education requirements. All others must provide evidence of their continuing education activities as described here.

Keep track of your continuing education points and supporting documentation: this is your responsibility. Use the forms on pages 55 and 56 to request approval, if required, either before or after the event. ATA Headquarters will notify you and provide materials for reporting your continuing education points, when due.

You must earn 1 continuing education point on the ethics of translation and interpreting during your first 3-year reporting period. You may choose between attending an ethics workshop at the ATA Annual Conference or taking a self-directed course available online and in print. The self-directed course is available online at www.atanet.org/acc/ce_online_ethics_component.htm. The Continuing Education Requirements Committee may approve other ethics classes.

The ATA Chronicle | October 2005

Guide to ATA

Continuing Education Points

ATA-certified translators must earn 20 points of continuing education credit over 3 years, with a maximum of 10 points in any given year, to keep their certification current.

Eligible Continuing Education

You can earn continuing education points in any of 6 categories. Each has a maximum number of points per year or 3-year reporting period.

A. Translation/interpreting courses, seminars, workshops, and conferences

Points: 1 point per hour for attending translation/interpreting seminars, workshops, and conferences (up to 10 points per event); 1 point per hour for college and university courses (up to 5 points per course); 2 points per hour for teaching/presenting classes, seminars, workshops, and conference sessions.

Maximum: Up to 10 points in any given year.

No approval required: ATA annual/regional conferences, preconference seminars, and professional development seminars. ATA chapter and division seminars, conferences, and workshops. Courses, seminars, and conferences offered by nationally accredited university translation/interpreting programs in the United States. ATA Certification Program grader training.

Approval required (before or after the event): Translation/interpreting courses, seminars, workshops, and conferences offered by other translation/interpreting associations in the United States or abroad, or by university translation/interpreting programs abroad. Privately offered seminars on translation/interpreting.

Approval process: While no approval is required, ATA chapters, divisions, and nationally accredited translation/interpreting programs in the United States are encouraged to submit an approval request to ATA Headquarters for record keeping prior to their classes, seminars, and conferences.

For other events, use the forms on pages 55 and 56 to submit instructor credentials and a session abstract, course description, syllabus, conference proceedings, or other supporting documentation to the Certification Program Manager at ATA Headquarters for approval, either before or after the event.

Examples: ATA Spanish Division Mid-Year Conference; NYU Translation Program online courses; Kent State University’s Terminology Summer Academy; conferences organized by the National Association of Judiciary Interpreters and Translators.

B. Other courses and seminars

Points: 1 point per hour for attending, 2 points per hour for teaching/presenting (up to 2 points per course or seminar).

Maximum: Up to 5 points in a 3-year period.

No approval required: Courses, seminars, and workshops in your area of specialization, such as law, medicine, finance, or technical fields. ATA translation/interpreting ethics workshop. Target-language grammar and writing courses. Seminars and workshops on translation-support software and other tools of the trade.

Approval required (before or after the event): Seminars and workshops on running your business.

Approval process: You will be asked to provide a statement at reporting time attesting that each course, seminar, or workshop relates to your specialization. You can claim the ATA ethics workshop only once.

For seminars and workshops on running your business, use the forms on pages 55 and 56 to submit instructor credentials and a session abstract, course description, syllabus, conference proceedings, or other supporting documentation to the Certification Program Manager at ATA Headquarters for approval, either before or after the event.

Examples: Financial Accounting course at the University of Vermont; California Bar Association online legal continuing education; training sessions on TRADOS, Dajà Vu, Star, Transit, and other translation-support tools; Pharmacological Update at the Georgetown School of Nursing and Health Studies.
C. Memberships in professional associations
Points: 1 point for each current membership in a professional association of each type: translation/interpreting or specialization-specific.
Maximum: Up to 2 points per 3-year period.
No approval required: Membership in a translation/interpreting professional association.
Approval required: Membership in a specialization-specific professional association.
Approval process: You will be asked to provide evidence of membership at reporting time. For specialization-specific professional associations, you will be asked to provide a description of the association and how it relates to your translation work.
Examples: ATA and ATA local chapters; National Association of Judiciary Interpreters and Translators; International Association of Conference Interpreters; Austin Area Translators and Interpreters Association; Société Française des Traducteurs; Society for Technical Communication; Society of Automotive Engineers; European Society of Clinical Pharmacy.

D. Mentors, mentees, and ATA Certification Program graders
Points: 1 point for each activity per year.
Maximum: Up to 6 points per 3-year period.
Approval required: ATA certification exam grading, ATA certification exam passage selection. Participating as a mentor or mentee in the ATA Mentoring Program.
Approval process: ATA Certification Program graders must have graded exams or selected passages during the year for which they claim points. Mentors and mentees must provide a statement from the Mentoring Committee Chair at reporting time.

E. New certifications and accreditations
Points: 1 point for each new certification or accreditation acquired from an approved professional organization or government agency.
Maximum: Up to 3 points per 3-year period.
No approval required: National Association of Judiciary Interpreters and Translators, Federal Court, and foreign sworn translator credentials.
Approval required: Other credentials.
Approval process: National Association of Judiciary Interpreters and Translators, Federal Court, and foreign sworn translator credentials are pre-approved, but proof must be provided. For other credentials, a description of the criteria for conferring the credential must be submitted to the Certification Program Manager at ATA Headquarters for approval. Attach a copy of the certificate awarded to your approval request.

F. Authoring articles or books
Points: 4 points for each new book published; 2 points for each new article published.
Maximum: Up to 4 points during the 3-year period.
Approval required: Published book on translation/interpreting. Published article on translation/interpreting in a professional journal/publication. (Translating a book or article is not counted as authoring a book or article.)
Approval process: Submit a copy of the title page of the book or article with the author’s name.
### Approval Request Form

**ATA Continuing Education Points (Individuals)**

American Translators Association  
225 Reinekers Lane, Suite 590 • Alexandria VA 22314  
Tel: (703) 683-6100 • Fax (703) 683-6122 • E-mail: Certification@atanet.org • Website: www.atanet.org  

Refer to CE Guidelines in print or online at www.atanet.org for further information!

<table>
<thead>
<tr>
<th>Please print or type.</th>
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<tbody>
<tr>
<td>1. Name of requesting individual:</td>
<td>Daytime Phone:</td>
<td>ATA Membership Number:</td>
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<td>2. Event sponsor's contact information</td>
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<tr>
<td>Name of Sponsor:</td>
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<td>Contact Person:</td>
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<td>3. Event/presentation:</td>
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<td>4. Brief description of content:</td>
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<td>5. Speaker's name &amp; title:</td>
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<tr>
<td>For conference or multi-day events, please list names and titles of speakers on a separate sheet.</td>
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<tr>
<td>6. Date(s) of activity:</td>
<td>7. Time of activity: (from) (to)</td>
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<td>8. Number of continuing education points requested:</td>
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<td>1 point per hour credit for seminars, workshops, and conferences, with a max. 10 points/event; 5 points max./university course</td>
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**For ATA Use Only**

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<th>Points approved:</th>
<th>Comments:</th>
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<td>Reviewed by:</td>
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<td>Date:</td>
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</tbody>
</table>
Approval Request Form
ATA Continuing Education Points (Groups)

American Translators Association
225 Reinekers Lane, Suite 590 • Alexandria VA 22314
Tel: (703) 683-6100 • Fax (703) 683-6122 • E-mail: Certification@atanet.org • Website: www.atanet.org

Refer to CE Guidelines in print or online at www.atanet.org for further information!

<table>
<thead>
<tr>
<th>Please print or type.</th>
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</thead>
<tbody>
<tr>
<td>1. Event sponsor’s contact information</td>
</tr>
<tr>
<td>Name of Sponsor:</td>
</tr>
<tr>
<td>ATA Chapter/Division:</td>
</tr>
<tr>
<td>Other*: ____________________________</td>
</tr>
</tbody>
</table>

*Approval for non-ATA-sponsored activities must be sought by either the sponsor or the individual attending the activity

| Contact Person: | Email: |
| Address: |
| Phone: | Fax: |

2. Event/presentation:

3. Brief description of content:

4. Speaker’s name & title:

   For conference or multi-day events, please list names and titles of speakers on a separate sheet

5. Date(s) of activity: 6. Time of activity: (from) (to)

7. Number of continuing education points requested:

   1 point per hour credit for seminars, workshops, and conferences, with a max. 10 points/event; 5 points max./university course

8. Signature of requesting individual: Title: Date:

For ATA Use Only

Points approved: Comments:

Reviewed by: Date:
Instructions for Completing ATA Continuing Education Approval Request Forms

General Information:
• ATA maintains a database of approved events at which ATA-certified members may earn continuing education points (CEPs).
• For events not listed, an ATA approval request form must be completed and submitted to ATA Headquarters.
• Approval may be requested either prior to an event or after an event, with the understanding that the approval may be denied if documentation is insufficient or if the educational content does not meet ATA criteria.
• Individuals and groups requesting CEPs will be notified by ATA Headquarters that the event has been approved for a particular number of CEPs or that approval is denied.
• Individuals must keep track of their earned CEPs and report them to ATA Headquarters every three years upon request.

Select one of the following forms to complete:
1. If you represent a chapter, regional group, organization, institution, or other sponsor of activities, complete the Approval Request Form for Groups (page 56).
2. If you are an individual, complete the Approval Request Form for Individuals (page 55).

CEP Request Form for Groups
1) Provide the name and contact information for the group sponsoring the event.
   a) Check the appropriate box for your group and provide the group's name.
   b) "Other" can include affiliated groups, international translation organizations, and universities.

   All ATA chapter educational events are automatically eligible for continuing education points. Events not sponsored by ATA or ATA chapters must be approved individually. Approval may be denied if documentation is insufficient or if the educational content does not meet ATA criteria.

2) Provide the name of the event or presentation.
3) Provide a brief description of the content of the event or presentation—two or three sentences should be sufficient.
4) Provide the speaker's name and title.
   a) If this is a single session, one name and descriptive title are sufficient.
   b) If this is a conference or multi-day event, provide all names and titles on a separate page.
5) Provide the date(s) of the event.
6) Provide the starting and ending times.
   a) If this is a conference or multi-day event, provide the number of session hours for each day of the event. Session hours do not include breaks or meals.
7) Provide the number of CEPs you are requesting for your attendees—one hour of creditworthy activity equals one CEP—no partial hours can be counted.
8) The form must be signed and dated by the individual recommending the presentation or event for CEP approval.

CEP Request Form for Individuals
1) The individual requesting the CEPs must provide his/her ATA membership number and sign and date the form.
2) Provide the name and contact information for the group sponsoring the event.

   All ATA chapter educational events are automatically eligible for continuing education points. Events not sponsored by ATA or ATA chapters must be approved individually. Approval may be denied if documentation is insufficient or if the educational content does not meet ATA criteria.

3) Provide the name of the event or presentation.
4) Provide a brief description of the content of the event or presentation—two or three sentences should be sufficient.
5) Provide the speaker's name and title.
   a) If this is a single session, one name and descriptive title are sufficient.
   b) If this is a conference or multi-day event, provide all names and titles on a separate page.
6) Provide the date(s) of the event.
7) Provide the starting and ending times.
   a) If this is a conference or multi-day event, provide the number of session-hours for each day of the event—session hours do not include breaks or meals.
8) Provide the number of CEPs you are requesting—one hour of creditworthy activity equals one CEP.

REMINDER
• ATA offers 1 CEP per hour for approved seminars, workshops, conferences, and presentations based on full hours (not including meals and breaks), up to a maximum of 10 CEPs per event. No partial hours will be counted.
• ATA offers a maximum of 5 CEPs for an approved college, university, or other course regardless of its length.
• The requesting group or individual will be notified if ATA does not approve the number of points requested.
• When reporting points, an ATA member is allowed a maximum of 10 CEPs for any given year.
American Translators Association
46th Annual Conference Exhibitors

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NetworkOmni Multilingual Communications
www.networkomni.com

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www.1stoptr.com
Accent on Languages
www.accentonlanguages.com
Adler’s Foreign Books
www.afb-adlers.com
American Red Cross
www.redcross.org
Argos Company Ltd.
www.argostranslations.com
Association of Language Companies
www.alcus.org
Atril
www.atril.com
Beetext Productivity Solutions
www.beetext.com
CLS Communication, Inc.
www.cls-communication.com
Colegio de Traductores Publicos de la Ciudad de Buenos Aires
www.traductores.org.ar
Defense Language Institute, Foreign Language Center
www.dlilf.edu
Dunwoody Press
www.dunwoodypress.com
Dynamic Language Center
www.dlc-usa.com
Federal Bureau of Investigation
www.fbi.gov
InTrans Book Service
www.intransbooks.com
John Benjamins Publishing Co.
www.benjamins.com
Kent State University, Institute for Applied Linguistics
appling.kent.edu
Language Line Services
www.language-line.com
LanguageWorks, Inc.
www.languageworks.com
Lexis-Nexis/Martindale-Hubbell Law Directory
www.martindale.com/resources
LTC - The Language Technology Center
www.langtech.co.uk
Monterey Institute of International Studies, Graduate School of Translation and Interpretation
www.miis.edu/gsti-about-dean.html
Multicorpora R&D
www.multicorpora.com
MultiLing Corporation
www.multiling.com
Multilingual Computing, Inc.
www.multilingual.com
National Center for Interpretation, University of Arizona
nci.arizona.edu
National Security Agency
www.nsa.gov
NetworkOmni Multilingual Communications
www.networkomni.com
New York University
www.scps.nyu.edu
Northwest Interpreters, Inc.
www.nwiservices.com
RIS Interpret-Catholic Charities Maine
www.catholiccharitiesmaine.org/risinterpret
Schreiber Publishing
www.schreibernet.com
SDL International
www.sdl.com/products
Sinometrics
www.sinometrics.com
Telelanguage Inc.
www.telelanguage.com
Terminotix Inc.
www.terminotix.com
Translation.net
www.translation.net
Translation Bureau/Bureau de la traduction
www.termium.com
TransPerfect Translations
www.transperfect.com
TripleInk
www.tripleink.com
U.S. Department of State, Office of Language Services
www.state.gov
WordFinder Software International
www.wordfinder.com
46th Annual Conference
of the American Translators Association

The Westin Seattle | Seattle, Washington | November 9-12, 2005

Features
Over 175 educational sessions that cover topics in a variety of languages and specialties, offering something for everyone
A multitude of networking events that allow you to connect with over 1,200 translators and interpreters from throughout the U.S. and around the world
Opportunities to promote your services and interview with language services companies at the Job Marketplace
An exhibit hall that brings companies together for you to see the latest software, publications, and products available that fit your unique needs

Register
Register today! See the following page for the Conference Registration Form or register online at www.atanet.org/conf2005.

Join ATA to register at the discounted ATA Member rate. For an application, contact ATA or join online at www.atanet.org/membapp.htm.

Don't miss this opportunity to network, meet newcomers and seasoned professionals, market yourself and your skills, reunite with friends and colleagues, and have fun!

Hotel
The Westin Seattle is located in downtown Seattle, 15 miles from the Seattle-Tacoma International Airport and within walking distance to Pike Place Market and the Space Needle.

Call (800) WESTIN-1 (937-8461) and tell them you’re attending the ATA Conference.

The Westin Seattle, 1900 Fifth Avenue, Seattle, Washington 98101
Phone: (206) 728-1000, Fax: (206) 728-2007; www.westin.com/seattle

Travel
Get your travel information from the locals! Learn all you need to know about Seattle including transportation, food, culture, and sports by visiting www.notisnet.org/ata_2005.html, all courtesy of the Northwest Translators and Interpreters Society.
The Westin Seattle
Seattle, Washington
Nov. 9-12, 2005

Join ATA & Save
Receive discounted registration fees as well as 3 months free membership when you register for the conference and join ATA at the same time!

To take advantage of this special offer, register online at www.atanet.org/conf2005.

Cancellation Policy
Cancellation requests received in writing by Oct. 21, 2005 are eligible for a refund, subject to a $25 administrative fee. Refunds will not be honored after Oct. 21.

3 Ways to Register
Register online at www.atanet.org/conf2005
Fax registration form to (703) 683-6122
Mail registration form to ATA, 225 Reinekers Lane, Suite 590, Alexandria, Virginia 22314

Don’t Forget
Include payment with your form
Make your hotel reservations
Tell a friend about this event

Conference Registration Form
46th Annual Conference of the American Translators Association

Last Name ______________________________ First Name ______________________________ Middle ______________________________ ATA Membership# ______________________________

Employer/School (Only list employer or school if you want it to appear on your badge.) ____________________________________________________________

Street Address ____________________________________________________________

City ______________________________ State/Province ______________________________ Zip/Postal Code ______________________________ Country ______________________________

Telephone ______________________________ Fax ______________________________ Email ______________________________

Registration Fees

<table>
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<tr>
<th>ATA Member</th>
<th>Nonmember</th>
<th>ATA Student</th>
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<tr>
<td>One-day (indicate day ____________):</td>
<td>$355</td>
<td>$470</td>
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<td>$180</td>
<td>$235</td>
<td>N/A</td>
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<td>Onsite (after October 21):</td>
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<tr>
<td>$215</td>
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</tr>
<tr>
<td>One-day (indicate day ____________):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: One-day and student registrants do not receive a copy of the Proceedings.

Preconference Fees

<table>
<thead>
<tr>
<th>ATA Member</th>
<th>Nonmember</th>
<th>ATA Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seminar A 9am-12noon FREE</td>
<td>Seminar H 9am-12noon $50</td>
<td>Seminar O 2-5pm $50</td>
</tr>
<tr>
<td>Seminar B 9am-12noon $50</td>
<td>Seminar I 9am-12noon $50</td>
<td>Seminar P 2-5pm $50</td>
</tr>
<tr>
<td>Seminar C 9am-12noon $50</td>
<td>Seminar J 9am-12noon $50</td>
<td>Seminar Q 2-5pm $50</td>
</tr>
<tr>
<td>Seminar D 9am-12noon $50</td>
<td>Seminar K 2-5pm $50</td>
<td>Seminar R 2-5pm $50</td>
</tr>
<tr>
<td>Seminar E 9am-12noon $50</td>
<td>Seminar L 2-5pm $50</td>
<td>Seminar S 2-5pm $50</td>
</tr>
<tr>
<td>Seminar F 9am-12noon $50</td>
<td>Seminar M 2-5pm $50</td>
<td>Seminar T 2-5pm $50</td>
</tr>
<tr>
<td>Seminar G 9am-12noon $50</td>
<td>Seminar N 2-5pm $50</td>
<td></td>
</tr>
</tbody>
</table>

Preconference Fees = $

Special Event Tickets

<table>
<thead>
<tr>
<th>ATA Member</th>
<th>Nonmember</th>
<th>ATA Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Translation Company Division Dessert Reception, Wednesday 8-10pm</td>
<td>$25 per person x _____ = $ ________</td>
<td></td>
</tr>
<tr>
<td>German Language Division Happy Hour, Thursday 7-8pm</td>
<td>$25 per person x _____ = $ ________</td>
<td></td>
</tr>
<tr>
<td>Medical Division Reception, Thursday 8-9pm</td>
<td>$25 per person x _____ = $ ________</td>
<td></td>
</tr>
<tr>
<td>Closing Banquet, Saturday 7-9pm</td>
<td>$55 per person x _____ = $ ________</td>
<td></td>
</tr>
<tr>
<td>Round Robin Tennis Tournament, Thursday 4-6:30pm</td>
<td>$25 per person x _____ = $ ________</td>
<td></td>
</tr>
</tbody>
</table>

Special Event Tickets = $

Payment

Total Payment = $

Check/Money Order: Please make payable, through a U.S. bank in U.S. funds, to the American Translators Association
Credit Card: VISA MasterCard AMEX Discover

Credit Card Number ______________________________ Expiration Date ______________________________

Name on Card ______________________________ Signature ______________________________

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