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American Translators Association
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E-mail: Chronicle@atanet.org • Website: www.atanet.org
The ATA Chronicle Submission Guidelines

The ATA Chronicle enthusiastically encourages members to submit articles of interest to the fields of translation and interpretation.

1. Articles (see length specifications below) are due the first of the month, two months prior to the month of publication (i.e., June 1 for August issue).
2. Articles should not exceed 3,500 words. Articles containing graphics or words or phrases in non-European writing systems (e.g., Japanese, Arabic) should be submitted as a PDF file or mailed.
3. Include your fax, phone, e-mail, and mailing address on the first page.
4. Include a brief abstract (two sentences maximum) emphasizing the most salient points of your article. The abstract will be included in the table of contents.
5. Include a short author biography (three sentences maximum). If you wish to include your photo (color or B/W), please e-mail it as a JPEG or TIF file. Do not mail irreplaceable photos.
6. E-mail submissions (Word or PDF files) to Jeff Sanfacon at jeff@atanet.org.
7. All articles are subject to editing for grammar, style, punctuation, and space limitations.
8. A proof will be sent to you for review prior to publication.

Standard Length
Letters to the editor: 350 words;
Op-Ed: 300-600 words; Feature Articles: 750-3,500 words; Column: 400-1,000 words
(See Chronicle editorial policy—under Chronicle—at www.atanet.org)

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26 Swedish Literary Translation in the U.S. and Canada
By Laura A. Wideburg

Literary translation is a field filled with pitfalls and opportunities. A number of recurrent problems have been reported by more than one translator in this area, as I discovered while forming the Association of Swedish Translators in North America.

30 Keeping in Touch with Dutch: Who Says Learning Can’t be Fun?
By Marianne van der Lubbe-van Gogh

During a workshop for English-into-Dutch translators at ATA’s Annual Conference in Seattle, participants discovered that word games are a good way of keeping up with current Dutch usage and colloquial expressions.

33 Product Liability: Mistakes in Manuals Can be More Dangerous than Design or Manufacturing Defects
By Mathew Kundinger

By understanding the essential components of product manuals for the U.S. market, the risk of a product liability lawsuit can be minimized. This overview includes a preview of the coming new ANSI Z535.6 standard.

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* Some sessions may not be included based on presenter preference.

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About Our Authors...

Karen Borgenheimer is a Miami-based interpreter and certified legal translator with an M.F.A. in translation (University of Arkansas-Fayetteville). She has had extensive interpreter training with the University of Arizona, Sempere Escuela de Traductores e Intérpretes (Madrid), and Florida International University (Miami), where she currently teaches. In addition to interpreting at both the state and federal levels, she has been the official interpreter for Spanish dignitaries, Latin American presidents, and the Miss Universe Pageant. Contact: kbborgen@aol.com.

Lillian Clementi is a partner in LinguaLegal, a translation consultancy based in Arlington, Virginia. She translates from French and German into English and specializes in law and commerce. She serves on ATA’s Public Relations Committee. Contact: lillian@lingualegal.com.

Anne Connor has been a freelance Italian-to-English and Spanish-to-English translator specializing in the business, legal, and medical fields since 1991. She joined both the Delaware Valley Translators Association (DVTA) and ATA in 1991, and was elected to DVTA’s board in 1994. She served briefly as DVTA’s programming co-chair, and has been DVTA’s liaison to the Greater Philadelphia Chamber of Commerce since 1995, coordinating staffing at DVTA’s booth for the GPCC’s annual business expo. She has assisted, along with other DVTA board members (especially Helge Gunther), with the design of DVTA’s new website (www.dvta.org), and currently performs daily monitoring of contactdvta@cs.com e-mail messages from new users of the site. Contact: anbrec@comcast.net.

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Mathew Kundinger, a German native, was originally educated as a mechanical engineer. He moved to California in 1984, changed careers, and has been practicing law in the state for over 14 years. He also holds a Ph.D. in creative writing. Over the last few years he has moved more and more from the pure practice of law to legal-technical consulting, in particular with regard to manuals. Having to read texts that the average person cannot understand has been his pet peeve for a quarter century. Contact: mathew@kundinger.net.

Marianne van der Lubbe-van Gogh is an independent English-to-Dutch translator based in the Netherlands who specializes in technical documentation. She is a grader for ATA’s certification exam and the language chair for the English-into-Dutch exams. In addition, she serves as the moderator of ATANed, the online mailing list for ATA members who translate from or into Dutch. Contact: marianne.vanderlubbe@bart.nl.

Laura A. Wideburg is the secretary-treasurer and a founding member of the Association of Swedish Translators in North America. She received her Ph.D. in German medieval literature, and is now a freelance translator from Swedish and German living in Seattle, Washington. Her translations of Niklas Rådström’s poetry have appeared in a number of journals, and an excerpt of Rådström’s meditation of life and birds, Absint: Historien om en blåmes (Absinthe: The Story of a Blue Titmouse), appeared in the journal Absinthe: New European Writing (Fall 2005). Contact: wideburg@ix.netcom.com.


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From the President
Planning, Public Relations, and Promoting New Ties

Marian S. Greenfield
President@atanet.org

This past month has certainly been a busy and high mileage one...

The ATA Board of Directors held its quarterly Board meeting plus a Planning Day in Orlando, Florida. Next, the Public Relations Committee leadership met for a strategy meeting in Alexandria, Virginia. Finally, representing ATA, I was the keynote speaker at the Israeli Translators’ Association Annual Conference in Jerusalem.

ATA Board Meeting and Planning Day

For the past decade or so, at the first Board meeting after the conference where the new president takes office, the Board has also met for an informal Planning Day. This gives the new Board time to get to know each other and the opportunity to step back and look at the organization overall and its longer range goals. One of the activities has been to determine the association’s top three priorities for the next two to three years. Not surprisingly, the certification program continues to be the top priority for ATA. This year, we talked a lot about the certification continuing education requirements, which we all agreed are important for the credential and the program overall, acknowledging that they are also a work in progress. During the Board meeting we charged the Continuing Education Requirements Committee with a general review of the program, to propose additions and changes to the requirements grid and the various points assigned to each category. Committee Chair Arlene Kelly will be soliciting input for her April report to the Board, so you can e-mail any suggestions to the committee at cercomm@atanet.org.

Another area we all felt needed more attention was internal communications with members. We are trying to address this in many ways, from the new Headquarters phone system, to columns in The Chronicle, to our newly redesigned website. While we are very pleased with the website redesign, we realize that we need to

A Look at the New Website

ow that the new ATA website is online, we want to know how you like it. The ATA Board of Directors is always seeking ways to augment and improve the information that members and the public at large will find concerning ATA. The website is our most visible channel of communication. For that reason, we want to make it as complete and reader-friendly as possible. On the one hand, we hope that you will find that navigating through the new site is smooth and intuitive. On the other hand, ATA President Marian S. Greenfield has charged an ad hoc committee with the review of the content of the new website. Our committee will make recommendations for applicable modifications.

In the past, from the results of surveys of the membership and in several other ways, we have received messages of dissatisfaction and suggestions about the current website from a number of members. In order to ensure that we consider in the new website as wide a range of problems as possible, we are asking all ATA members to communicate to us their remarks and suggestions for improvement of the content.

Please visit the new website often in the near future and tell us frankly what you think of the content. Are the sections clearly delineated? Is the language direct and easy to understand? Very importantly, are the indicated links taking you to the pertinent sections, avoiding “dead ends” in the text? Do you find inconsistencies between the various sections? What, in your opinion, do you find is unnecessary or repetitious? What would you like to find that is not on the website now? What information is hard to find?

We hope that you will help us to enhance the content of the website in every way you think it could be improved. We, in turn, will consider your remarks, suggestions, and complaints, and disclose those we believe relevant and applicable in our recommendations to the text writers.

Please address your mail to Jean Leblon at jean_leblon@msn.com any time before May 1, 2006, but the sooner the better. Thank you.
review the actual website content as well. Obviously, we made some changes with the redesign, but the feeling was that more work is needed in this area. To this end, the Board established an Ad Hoc Website Review Committee, chaired by ATA Director Jean Leblon. Jean will be soliciting your input on the website copy and navigation. Please let him know about text that needs to be clarified or reworded plus, of course, any typos, bugs, or bad links. (For more on this initiative, please see page 7.)

The internal communications discussion was the prelude to the Board establishing a Governance and Communications Committee, which will be chaired by Director Nick Hartmann.

The third priority is to focus on adding and enhancing member benefits. The Board and Headquarters staff have several ideas on this matter. I will share them with you as they develop.

One that came out of the planning meeting is to have a professional designation for ATA-certified translators, along the lines of the CAE designation that appears after ATA Executive Director Walter Bacak’s name (Certified Association Executive, awarded by the American Society for Association Executives). We are currently exploring the feasibility of creating such a designation for our profession.

The Board felt that the Planning Day was so successful in integrating the new Board members into the fold and so productive that it should be an annual activity. Therefore, we will schedule a Planning Day in conjunction with the first Board meeting following each Annual Conference.

ATA Public Relations Committee Meeting

There is lots of hot news from the Public Relations Committee. Co-chair Chris Durban has stepped down due to the added responsibilities of her election as president of the Société française des traducteurs, but we are happy to report that she will continue to serve on the committee. Former ATA Director Kirk Anderson will step in as the new co-chair to serve alongside co-chair Kevin Hendzel. The objective of the meeting was to look at what the committee has accomplished thus far and what areas need to be addressed. There will be an increased focus on translation and interpreting issues at the local level—such as medical interpreting—and on communicating with the business press. Of course, we will continue our efforts in working with the national media.

A recent PR effort resulted in ATA being featured on an Internet radio show, which led to a six-part series on ATA and the translation and interpreting professions. For more information, please check out the MyTechnologyLawyer radio show at www.MyTechnologyLawyer.com.

Israeli Translators’ Association Annual Conference

Last summer at the Fédération Internationale des Traducteurs Congress, ATA President-elect Jiri Stejskal and I met Sarah Yarkoni, the chair of the Israeli Translators’ Association (ITA), who asked us both to speak at this year’s ITA Annual Conference, its first international conference. My keynote address focused on ATA’s message of abandoning the poverty cult (thank you to Neil Inglis and Kevin Hendzel), producing a quality product, educating your clients, and promoting enlightened self-interest in the form of serving one’s professional association and the translation community in general. Jiri spoke about certification.

Our trip to Israel was a truly memorable experience, for the quality and organization of the conference, but most especially for the incredibly warm welcome we received. We were thrilled to have a breakfast meeting with local ATA members (and some members who had come from the U.S.). We are grateful to the ITA members who took such pride in showing us their cuisine, their cities, their country, and even their homes.

I look forward to seeing many of our newfound ITA friends in New Orleans and to continuing to share my efforts to promote ATA and all the great work done by volunteers to enhance our association and promote translation and interpreting.
From the Executive Director

Board Meeting Highlights

The ATA Board of Directors met in Orlando, Florida, January 28-29. Prior to the meeting, the Board conducted a one-day strategic planning session.

The strategic planning session, officially called the Planning Day, gave the Board time to discuss the association’s strengths, weaknesses, opportunities, and threats. The Board then listed all the services and programs the association provides and narrowed the scope to the three areas that the Board should focus on for the next two to three years: certification (including the continuing education requirements); internal communications; and member benefits. In the afternoon, the Board talked about continuing education requirements and policies. The day closed with an open-ended discussion that ranged from “Why should we continue to grow (versus working more on quality)?” to “We need to budget even more conservatively to build up our reserves.” (For more on the Planning Day and Board meeting, please see From the President on page 7.)

Here are some highlights from the meeting:

Continuing Education. The Board discussed and approved four separate proposals regarding the Continuing Education (CE) requirements:

1. The Board instructed the Continuing Education Requirements Committee to conduct a general review of the CE requirements and report back to the Board by the April Board meeting.

2. The Board instructed the Continuing Education Requirements Committee to review the maximum CE points that can be earned in each category and to propose changes as applicable, with the first proposals due by the April Board meeting.

3. The Board approved an optional one-time extension of the present deadline (January 1, 2007) for accumulating sufficient CE points to July 1, 2007.

4. The Board approved a CE administrative policy. It will be posted on ATA’s website.

(For more information on these proposals, please see the Certification Forum column on page 40.)

Conference. The Board approved the Hilton Hotel in the Walt Disney Resort in Orlando, Florida, as the site for the 2008 Annual Conference. The Board will meet in Chicago for the August Board meeting to consider, among other business, Chicago as the site for the 2011 Annual Conference.

New Affiliate. The Board approved the Austin Area Translators and Interpreters Association (www.aatia.org) as an ATA Affiliate Group.

Committees. The Board approved:

• The 2006 Nominating Committee, chaired by Jost Zetzsche. The other committee members are Michael Blumenthal, Odile

Resolution honoring Jeff Sanfacon for 10 years of service to the Association

Whereas, Jeff Sanfacon has served 10 years with the American Translators Association as of January 15, 2006; and Whereas, Jeff’s efforts in serving as editor of The ATA Chronicle have contributed to ATA’s success and growth; Therefore, be it resolved that the American Translators Association thanks and honors Jeff Sanfacon.

The Board of Directors of the American Translators Association, January 28, 2006

Continued on p.16
I am pleased to report that I was appointed ATA’s representative to the Joint National Committee for Languages and the National Council for Languages and International Studies (JNCL-NCLIS) at the ATA Board meeting, held in Orlando, Florida, January 27-29, 2006. The mission of JNCL-NCLIS is to have its member organizations (ATA being one of them) be united in their belief that all Americans must have the opportunity to learn and use English and at least one other language. In my new role as ATA’s representative to the JNCL-NCLIS, I would like to bring to your attention the following developments in this area.

On January 5, in a speech at the Department of State, President Bush launched the National Security Language Initiative (NSLI), a plan to further strengthen national security and prosperity in the 21st century through education, especially in developing foreign language skills. The NSLI will dramatically increase the number of Americans learning critical need foreign languages, such as Arabic, Chinese, Russian, Hindi, Farsi, and others through new and expanded programs from kindergarten through the university level, as well as offering such programs in the workforce. President Bush is requesting $114 million for the FY2007 budget, although some of this is to come from current programs that are to be refocused or expanded.

The three primary goals of the NSLI, according to the State Department are:

1. Expand the number of Americans mastering critical need languages and to start language education at a younger age.

2. Increase the number of advanced-level speakers of foreign languages, with an emphasis on critical need languages.

3. Increase the number of foreign language teachers and the resources for them.

For more detailed information, see www.state.gov/r/pa/prs/ps/2006/58733.htm.

ATA Treasurer Peter Krawutschke Leads International Translators

ATA treasurer and past ATA president (1995-1997) Peter W. Krawutschke was elected president of the Fédération Internationale des Traducteurs/International Federation of Translators (FIT) at the FIT World Congress, held August 4-7, 2005, in Tampere, Finland. Prior to this, he served as FIT’s secretary general. He will head the organization for three years until the 2008 FIT World Congress in Shanghai, August 2-7, 2008. (One of FIT’s current projects is to work with the Translators Association of China to help standardize the translation of the nation’s public signage in preparation for the 2008 Olympic games.)

Peter is the founding director of the Translation Center and Translation Studies Program at Western Michigan University, where he has been a professor of German language and literature since 1967. He is also the founding president of the American Foundation for Translation and Interpretation Inc. AFTI’s primary charitable and educational activities consist of sponsorship and dissemination of research and education in the fields of translation and interpretation through research grants, scholarships, conferences, and commissions for the production of education materials, as well as through the establishment and maintenance of an archive for the collection of documents and artifacts related to translation and interpretation.

For more information on FIT, visit www.fit-ift.org.
Call for Nominations

The 2006 Nominating Committee is pleased to call for nominations from the ATA membership to fill three directors’ positions (each a three-year term). Elections will be held at the Annual Meeting of Voting Members on Thursday, November 2, in New Orleans, Louisiana. All active members of the ATA are eligible to run for elected office. Please note that members of the Nominating Committee are not eligible to run for elected office. Any member may make a nomination using the form below and online (www.atanet.org/membersonly). Nominations should be submitted as early as possible so that the Nominating Committee can fully consider proposed candidates. The final deadline for nominations is May 18, 2006.

The members of the 2006 Nominating Committee are:
- Jost Zetzsche, chair
- Michael Blumenthal
- Odile Legeay
- Giovanna Lester
- Connie Prener

Current directors whose terms expire in 2006:
- Claudia Angelelli
- Jean Leblon
- Virginia Perez-Santalla

2006 Nomination Form: ATA Directors

Please submit the nomination form as early as possible: the final deadline is May 18, 2006. Mail or fax the completed form to:

Jost Zetzsche
Chair, ATA Nominating Committee
225 Reinekers Lane, Suite 590
Alexandria, VA 22314
Fax: 703-683-6122

Thank you for submitting your nomination for ATA director. Under the ATA bylaws, active members have the right to serve on the Board of Directors. Active members are those who have passed an ATA certification exam or who are established as having achieved professional status through an Active Membership Review (for more information on this process, visit www.atanet.org/membership/membershipreviewprocess_overview.php). Active members must be citizens or permanent residents of the U.S. Other member categories are not eligible to serve as officers or directors. However, any member may submit a nomination. On November 2, 2006, the members of the ATA will elect three directors to serve three-year terms.

If you plan to put a name forward for nomination, please contact the potential nominee first, tell them your intention, and let them know that a nomination does not guarantee a formal invitation to run for office. All ATA officers and directors serve on a volunteer basis: please do not nominate colleagues who express serious concerns about service, or who have conflicting priorities.

Please fill out the nomination form completely with the candidate’s help, so that the Nominating Committee has up-to-date information about the candidate’s service and affiliation with ATA. Members may nominate themselves.

Person making nomination: _____________________________________________________________

E-mail address: __________________________________________________ Telephone: ____________________________

Nominee information

Name: ______________________________________________________________________________
Address: ____________________________________________________________________________
E-mail address: ____________________________________ Telephone: ____________________________

Continued ➤
Current profession (please check all that apply):
- full-time
- part-time
- translator
- interpreter
- in-house employee
- other (specify):

Number of years in translation/interpreting:
- 1-4
- 5-9
- 10-14
- 15-20+

Working languages and directions (e.g., German into English): _________________________________________________________
__________________________________________________________________________________________________________

Number of years as an ATA member:
- 1-4
- 5-9
- 10-14
- 15-20+

Membership in ATA chapters, other regional groups, and/or divisions: ___________________________________________________
__________________________________________________________________________________________________________

Volunteer service for ATA, or ATA chapters, other regional groups, and/or divisions: _________________________________________
__________________________________________________________________________________________________________

Other relevant service: ________________________________________________________________________________________
__________________________________________________________________________________________________________

Please answer the following questions:
How has the candidate demonstrated commitment to the translation and interpreting professions?
__________________________________________________________________________________________________________

What strengths would this person bring to the ATA Board of Directors?
__________________________________________________________________________________________________________

Why did you nominate this person?
__________________________________________________________________________________________________________

Final thoughts: What perspectives or points of view do you feel it is important to have represented on the ATA Board?
__________________________________________________________________________________________________________

Any other comments? __________________________________________
__________________________________________________________________________________________________________

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Korean interpreter Ji Eun Lee was named as the winner of ATA’s 2005 School Outreach Contest at the association’s annual conference in Seattle. During the Annual Meeting, School Outreach organizer Amanda Ennis presented Ji with a $295 voucher, covering 100% of her conference registration fee, along with an ATA Certificate of Recognition.

In the colorful winning photograph, shown here in black and white, Ji hands a marker to a first-grade student at the Friend’s Academy of Westampton in Westampton, New Jersey, while another student looks on. A Korean translator and interpreter who works in the areas of law, business, medicine, and technology, Ji is the owner of Korean Language Services, LLC, of Mount Holly, New Jersey. She is also a driving force in ATA’s Korean Special Interest Group. Although Ji was a relative newcomer to school outreach at the elementary school level, she found the experience very rewarding. “The children were very attentive and enthusiastic about the topic,” she noted. “I’m really glad I went.”

Also recognized during the Annual Meeting was Linda Pollack-Johnson, who received an honorable mention for a photograph from her school outreach presentation to high school students at the American International School in Genoa, Italy, on June 16, 2005.

The readymade presentation material on ATA’s School Outreach website (www.atanet.org/careers/ata_school) proved useful. “I spoke at the end of the last day of classes,” Linda said, “and I feared that the students’ minds would already be floating down to the lovely Mediterranean beach just below the school! To combat this inevitable distraction, I surfed to the ATA website and found wonderful handouts, visual aids, jokes, and invaluable pointers. The minutes flew by, and I only wish there had been more time.”

Although she had made several school outreach presentations in the past, Linda’s experience in Genoa was different. “I felt that I was in the presence of the future movers and shakers of Europe. These young people already spoke two, three, and four languages fluently and had traveled extensively, but the idea that translating and interpreting could actually be a lucrative profession was clearly new to them. It was as if someone had just told them they could get paid to breathe!”

Now back in the Philadelphia area after six months in Italy, Linda is energetically re-establishing her Italian-to-English translation and interpreting practice, which focuses primarily on medicine and the life sciences.

Both the first place and the honorable mention photographs were prominently displayed on posters in the ATA conference hotel along with a selection of other entries. ATA’s Public Relations Committee would like to thank all of the contestants, both for their photographs and for the enthusiastic accounts of their school outreach presentations that accompanied them. Future Chronicle articles will profile other 2005 contestants and highlight their school outreach experiences.

One mo’ time

If you missed out on last year’s contest, you’ve got another chance. The 2006 prize is free registration to New Orleans...
registration to ATA’s 2006 conference in New Orleans, November 1-4. Yes, the conference is still on, and yes, there’s still fabulous food and incredible jazz to be had in the Big Easy. Here’s all you need to do:

2. Scroll down to the LINKS section, pick the age level you like the best, and click on it.
3. Download a presentation and deliver it at your local school or university.
4. Get someone to take a picture of you in the classroom. (See box for tips on getting a good photograph.)
5. Send it to ATA’s Public Relations Committee at pr@atanet.org (subject line: School Outreach Contest) or to 225 Reinekers Lane, Suite 590, Alexandria, VA 22314. Please include your name and contact information, the date, the school’s name and location, and a brief description of the class.

If you’re not sure how to go about getting a speaking engagement, check out “Getting the Gig” at www.atanet.org/careers/ata_school.

The 2006 School Outreach Contest deadline is July 17, 2006. The winner will be contacted no later than August 18, 2006.

A Winning Photo Is As Easy as 1-2-3!

Follow these guidelines to improve your chances of taking this year’s prize:

1. Make sure the photo shows clearly that you’re talking about translation and/or interpreting. This could include: words behind you on a whiteboard, chalkboard, or flip chart; an interesting prop; or classroom decorations, such as flags, foreign vocabulary or maps.

2. If possible, include both yourself and one or more students in the photo. If the school’s confidentiality policy prohibits showing children’s faces in the photo, try a shot that shows them from the back.

3. Aim for a photo that’s clear enough for effective reproduction in The Chronicle and other promotional materials. Ideally, it should be visually pleasing as well, although we’re willing to do some cropping and enhancing if the content is good.

The ideal photograph would combine these elements to create an image that captures the fun of translation and interpreting, your passion for the profession, and the interest and engagement of your audience. Now that’s a great shot.
O say can you CE?

Yes, you can. Effective July 1, 2005, each hour of school outreach presentation time earns two Category B Continuing Education (CE) points, subject to a maximum of four points in each three-year reporting period. Two or more presentations of less than 60 minutes may be combined to reach the one-hour mark, and no advance approval is required. Forms and additional information on school outreach and CE credits are available on ATA’s website on both the School Outreach Welcome Page (www.atanet.org/careers/ata_school) and the Continuing Education page (visit www.atanet.org/certification and click on About Continuing Education Points).

Whatever happened...

...to the speakers bureau? An excellent question. We’re still working on it and are hoping to incorporate it into ATA’s newly redesigned website. If you’re interested in joining, please contact us through ATA Headquarters (pr@atanet.org with School Outreach Speakers Bureau as the subject line) or at one of the e-mail addresses below.

If you’ve already volunteered in the past, please don’t give up. We’re ironing out the kinks, and we’ll be in touch with you in the near future. Remember, you can contact us at:

Amanda Ennis
germantoenglish@earthlink.net

Lillian Clementi
lillian@lingualegal.com

The Envelope, Please: 2005 School Outreach Winner Recognized Continued

Legeay, Giovanna Lester, and Connie Prener (see page 11).

• The establishment of the Governance and Communications Committee to be chaired by ATA Director Nicholas Hartmann.
• The establishment of an Ad Hoc Website Content Review Committee to be chaired by ATA Director Jean Leblon (see page 7).
• The establishment of an Ad Hoc Code Review Committee to be chaired by former ATA Secretary Courtney Searls-Ridge. The committee is tasked to review and suggest revisions to the ATA Code of Professional Conduct & Business Practices.
• Former ATA Director Kirk Anderson as co-chair of the Public Relations Committee, replacing Chris Durban.
• President-elect Jiri Stejskal as the ATA representative to the Joint National Committee for Languages and the National Council for Langages and International Studies.

Various Personnel Matters. The Board approved:

• A resolution honoring Jeff Sanfacon, editor of The ATA Chronicle, for 10 years of service to ATA.
• The appointment of Milly Suazo-Martinez as acting administrator of the Spanish Language Division and Francesca Samuel as acting assistant administrator of the Spanish Language Division until the division election in November 2006.

Finally, as is the Board’s custom, a reception was held with local members. This gives members a chance to talk face-to-face with their colleagues on the Board.

The minutes of the meeting will be posted in the Members Only section of ATA’s website (www.atanet.org/membersonly). Past meeting minutes are also posted on the site. The next Board meeting is set for April 22-23 in Jersey City, New Jersey. As always, the meeting is open to all members.

Guide to ATA Continuing Education Points

See page 55 or visit www.atanet.org (click on certification)
How to Put Up a Website When You Don’t Know the First Thing About It

By Anne Connor

When Plato spoke about necessity being the mother of invention, could he have imagined all of the technological inventions of the past century? Who knows? But speaking for myself, I don’t usually sign on to the latest inventions until I feel an absolute necessity to do so. This was the case with my quest to redesign my local translators association’s website.

As a rule, I’ve always brought up the rear with regard to using the newest technologies, since I’m resistant to change by nature. I come from a long line of people who feel that “if it ain’t broke, don’t fix it.” The advantage of such a mindset is that people like me tend to get on board with a new technological concept only after most of the bugs have been worked out. However, the disadvantage of waiting is that we might miss out on the potential economic rewards that others will enjoy by being “plugged in” at an earlier stage.

Long after many of my translator colleagues were extolling the virtues of chatting online in forums such as LANTRA and CompuServe’s FLEFO and getting invaluable help with their projects, I finally broke down and signed on to the service in March of 1996. At first, I was reluctant to trust the reliability of Internet file transfers, as I much preferred the privacy of direct modem transmissions or file delivery to my clients’ bulletin board services. I also felt that the confidentiality of these files might somehow be compromised by going into Cyberspace. But with virtually all of my clients requiring delivery of MS Word files over the Internet, I really needed to rely on this medium, and was soon wondering what I ever did without it! I couldn’t get over the fact that I could get an answer to a difficult terminology question at 3 a.m. within a matter of minutes!

Now that you know something about my background, I’d like to explain how another need spurred me on to finally conquer my technology fears and get on with the business of finding a way to put up a website.

As a member of the Delaware Valley Translators Association’s (DVTA) board of directors, one of my duties is to act as the DVTA liaison to the Greater Philadelphia Chamber of Commerce (GPCC), of which we are a member. Since 1995, we have rented an exhibitor booth at the GPCC’s annual business expo. One of the neat things about the DVTA booth is that our display changes throughout the day without our having to spend thousands of dollars on a fancy exhibit. I simply ask our booth volunteers to bring tools of their trade with them during their shift in order to field questions of passers-by about what we do. So, we’ll display interpreting equipment for one hour and then various bilingual dictionaries during the next hour, etc. It is interesting to see the varying degrees of client education that has to be done, since many visitors have no idea what translation or interpretation involves, although many of them have to do business internationally. Part of our job is to determine which booth visitors need our services and to educate them on how we can help without overwhelming them with the intricate details of exactly how we do it. We find that our client education requirements are decreasing every year, as we’ve become a constant presence at the GPCC expo. The number of silly questions we hear (such as “Why do I need to operate in Polish in order to do business in Poland?”) has also diminished each year.

As the World Wide Web became more widely used, I was repeatedly asked by visitors to our booth to provide a Web address for them to reference our contact and other information. Miroslav Vadovic, an engineer and the husband of DVTA member Janka Ovcharovichova, very graciously offered to create a simple Web page for us for free. We used the page to post DVTA’s address, phone number, and photos of our social gatherings and some of our meetings, but we didn’t update it very often, since many of us on the board (myself included) weren’t very knowledgeable about Web design or how to update information. Plus, the Web address was rather lengthy and not an easy one to memorize (www.fortunecity.de/lindenpark/kuen stler/59/dvta.htm). I used to write it somewhere handy for when I went to the expos or was asked for our site address, but was always afraid that I’d miss a letter or punctuation mark and send someone to the wrong site.

Another DVTA member, Rosalie Wells, arranged for us to register the domain name www.dvta.org in the hopes that we would put up a more detailed and interactive site. Unfortunately, she was very busy with her duties in ATA’s Spanish...
Language Division and wasn’t able to add the design and maintenance of a new website to her already over-loaded schedule. At around the same time, we were finding that attendance at DVTA meetings was becoming sparse, since many members were involved in Listservs for their own language pairs, either through ATA or other linguist associations, and no longer felt as great a need to get together with others in their own areas. Baffled at how to “combat” the new Internet mentality, those of us on DVTA’s board of directors tried to figure out how to get people to come out to our presentations and network in person with their colleagues. We changed our meeting days from Saturdays to weekday evenings, but found that even fewer people attended. At our DVTA board meetings, we’d fondly remember the “good old days” when we had 35 to 60 people at each meeting, and the only way to connect with our fellow linguists was to attend either DVTA or ATA seminars or conferences. As the world became “smaller” and with the increasing use of the Web, it seemed as though our members had lost interest in having a local newsletter or meeting site. We members had lost interest in having a website to go along with the local group.

Toward the end of 2004, while speaking to one of my clients, Ruth Karpeles of Language Services Consultants, Inc., about our quest for a new website, I was given the name of the local Web designer who created LSC’s terrific site. I immediately contacted Liza Sandford from Candy Apple Design and told her what we wanted to do, confessing my ignorance of HTML language and most other website lingo. Liza and I agreed to meet in Philadelphia over lunch, and I could see right away that she was a person who could make my dream of having a website up and running by my own personal deadline of May 4, 2005—our next GPCC business expo—a reality. I felt very comfortable asking Liza “stupid” questions, especially since she answered them in a way I could understand without talking down to me. After hearing the things we wanted in a website, Liza agreed to e-mail me a proposal that I could forward to DVTA’s board for approval.

This was in early 2005, and I still had quite a lot of work to do in convincing our board to pay a professional Web designer to step in. Next, our membership chair, Helge Gunther, told me to contact Mary David, chapter and division relations manager at ATA Headquarters, to see how other chapters went about creating new sites. Mary was very helpful and referred us to several chapters’ websites, most of which had searchable membership databases similar to ATA’s online membership and services directories. Seeing how such databases operated was especially useful, since this was a feature that Gerardo Konig, DVTA president, felt was really a must. For starters, Mary suggested that we just focus on getting about four pages up and running and then ease into building a larger site with the search features we’d like to implement. She also put me in contact with the Web mistress of the Northwest Translators and Interpreters Society’s (NOTIS, www.notisnet.org) website, Caitilin Walsh, who gave me some tips about how they put theirs together. Caitilin also did Web design, but I really felt more comfortable dealing with someone local in case we needed to meet personally for training or other issues.

So I went about the task of lobbying for a professionally designed website among DVTA’s board members and other website committee members via e-mail. It was tough
getting answers from everyone, since we are all freelance translators or interpreters with really full work, travel, and vacation schedules. I appealed to their sense of professionalism, saying trying to take on the task of Web design in our “spare” time would delay the whole project beyond my cutoff date of May 4. I also told them that the potential clients we meet at the GPCC expo would be more inclined to work with an association that operates the way most people do these days: over the Internet.

Well, I eventually received a majority vote from the DVTA board and the blessing of Gerardo Konig to proceed with the first phase of the website project. It was a pleasant surprise to find out from Mary David that we were entitled to free Web hosting through ATA, since DVTA was now a chapter. That would save us between $9 and $12 per month. I gave the Web designer a copy of our membership directory, membership application form, and GPCC expo giveaway brochure so that she could pull some of the text from these documents for the first four pages of our site. Helge Gunther also provided Liza with electronic copies of these items, as well as our DVTA logo. Liza was then able to work with Roshan Pokharel, the information systems manager at ATA Headquarters, to get us live with the first four pages by May 3, 2005—a day before my deadline. This was no small feat, since I only got full board approval and opinions on each test page about a month earlier!

The final phase is currently underway. Helge has had meetings with Liza’s programmer contact, Dan Spalding, to work out how to turn her DVTA membership database into a searchable online database. Upon Mary David’s suggestion, Helge and Dan looked at the websites of other ATA chapters that have searchable databases, such as the Florida Chapter of ATA (www.atafl.org) and the Mid-America Chapter of ATA (www.ata-micata.org). They have come up with a plan to adapt Helge’s Mac-based Filemaker Pro database to the format Dan needs to use to make the search features work for our site’s visitors. As of this writing, they’re still streamlining this process, but by the time this issue is published, the database should be fully operational.

Another advantage of using a local Web designer such as Candy Apple Design is that we’ve been able to meet in person with both the designer and programmer at a location central to all of us. In addition, Liza is putting together a special package for DVTA members whereby she’ll give us a discounted rate for our own individual websites if we use a template she’ll design that is specific to the language field. Those members who may be nervous about working with a stranger can ask Helge or me for references, but they should feel secure that this is an honest and reputable person right in our area with whom to do business.

Part of our website’s production proposal included hands-on training for up to four people in Macromedia’s Contribute software, so that Liza could step back and let us update the site as needed. I actually enjoyed learning the program and found it very user-friendly, which is a requirement for me. The DVTA board approved the cost of Helge’s buying a Mac version of this software and my buying a PC version, so that both of us can make changes to the site and send them to each other for review before official publication. The Contribute software (Version 3) currently costs $149 for an individual program (plus $25 for the backup CD) and about $699 for a Multi-pack that can have up to six users. The latter wasn’t a good option for us because of the protocol differences and the fact that Helge’s and my home-based offices are 25 miles apart.

As I think about it now, it occurs to me that if we had not gone to the next step of hiring a professional Web designer to do our site, we would be behaving like some of our clients who have “Maria in our accounting department” do a legal translation or interpreting job rather than hiring a professional legal translator or interpreter. When we finally hired a Web designer to put our site together, we got exactly what we paid for: a professional who does this every day for a living and is able to adapt the site to our specific needs and wants with relatively little time and effort on our part (except for Helge, who has logged in several volunteer hours helping the programmer create our online database).

In closing, I’d like to offer some DO’s and DON’Ts of website publication, based on my experiences over the past year.

**DO:**

1. **Realize that the majority of businesses these days have an interactive website that offers potential consumers contact information, links to related sites of interest, and other valuable data.**

   Just think about this: When you want to do research before shopping for most products, where is the first place you tend to go? To the Internet, of course! As language professionals, the “products” we offer may actually be services, but if we don’t make these services known through the medium that most people currently use;
we run the risk of missing out on opportunities to sell our skills to the public.

2. Talk to other people in our field about how they went about creating their latest website.
   
   As ATA members, we have so many benefits that most of us don’t even know about because we haven’t checked into them. For information on how to get started, just get in touch with Mary David, the division and chapter relations manager at ATA Headquarters, at (703) 683-6100 Ext. 3009, or mary@atanet.org.

3. Figure out a way to fund the type of website you feel your organization needs.
   
   We wrestled over the decision to increase the fees for our seminars, since our members have become accustomed to paying nominal fees, if any, for our presentations. We decided not to increase our membership dues for now, but I’m confident that our members will be willing to pay a little more in the way of seminar fees or membership dues once they start to reap the benefits of being listed in a local directory that is accessible to potential clients in our area and throughout the world. Also, be sure to factor in the savings of not having to publish a hard-copy directory in terms of printing and postage.

4. Look into a free “dummy” screen name that you can set up for contact information.

   I found out that CompuServe allows up to seven screen names for my account. So, I added the screen name contactdvta@cs.com to my account for free, which I can easily check every day for new mail.

5. Make full use of your site by listing your association’s upcoming events and any ATA division or other events on your site.

   This will tell visitors that your association is active in ongoing education and/or professional networking, plus it meets your content needs and keeps your site ever-changing to frequent visitors.

DON’T:
1. Wait until you’ve missed several opportunities to market yourself or your association before you sign on to a proven means of dissemination such as a professional website.

   Time is money in our field. When I see how many contacts we’re getting through our website, I have to resist the urge to wonder how many more contacts we would have had over the past few years had I not procrastinated in my job to set something up.

2. Wait to act on putting up a website.

   At the risk of being sued by a famous sporting goods manufacturer for copyright infringement, my motto now is “JUST DO IT.”

3. Be intimidated by your lack of knowledge of Web design.

   That’s what you’re paying the professionals for. Just as we take care of our clients’ language needs by making sure that they don’t have to worry about the ins and outs of how we accomplish our job of helping them communicate, Web designers take care of our communication needs without our having to micro-manage anything. When you add up the cost of a few thousand dollars to put up a good site, it will still be much less than advertising in the Yellow Pages or in other hard-copy trade directories. Just as our clients are glad that they paid us to do a professional job, you’ll be glad you hired a professional.

4. Think that if you’re an interpreter and don’t use the Internet much, you won’t benefit from having your local organization list your and other colleagues’ services on its website.

   On the contrary! You, much more than other language professionals, will reap huge benefits from being listed in a local chapter’s services directory, since most interpreters I know don’t travel much beyond a 100-mile radius. Plus, you can piggy-back on your local association’s advertising expense (i.e., the website) simply by having your name published in its online directory.

5. Forget about getting permission before you publish other people’s articles or events on your site.

   We printed part of a Chicago Tribune article on the movie “The Interpreter” with a link to the newspaper’s website to finish the article. The author was very pleased that we contacted him for permission and thanked us for doing so.

So, if you’ve been thinking about updating your website or giving it a total overhaul, my best advice is to go for it. If we could do it, anyone can!
Navigating the Translation Environment Tool Market

By Jost Zetzsche

As I was recently reading several exhaustive overviews1 of the complex world of translation environment tools2, it dawned on me how difficult and intimidating it must be for someone who’s not an expert in this field to wade through the technical details and make an educated decision on what tool to buy.

In previous issues of The ATA Chronicle and elsewhere, including my newsletter3, there’s been plenty of support for the necessity of translation environment tools for professional translators. Instead of repeating all of this, I’ve put together some suggestions on how to choose a tool that’s right for you.

Interestingly, your first step should NOT be to look at what’s out there. Instead, you should first look at your own work processes, your clients, and your work environment according to a number of categories. Once you understand how these categories relate to you, then you can go out and see which of the tools correspond to your needs. (Please note that these categories are geared toward the typical freelance translator rather than a corporate setup.)

Category I: Which file formats do you work with?

To answer this very important question, you need to look at two things: which file formats have you worked in during, say, the last six months, and what kind of file formats will you work in during the next year or so. Though this last part may sound somewhat silly (duh—how would I know?!), look at it in light of your own development. Are you planning to change fields or develop other areas of expertise that may require working in different file formats? Or is your particular field changing (for instance, from Word to HTML or XML, or from PageMaker to InDesign, etc.)?

For the typical translator, there are five different kinds of file formats:

1. Office files (word processing, spreadsheet, presentation);
2. Tagged files (HTML, XML, SGML);
3. Desktop publishing files (InDesign, Quark, FrameMaker, etc.);
4. Database content; and
5. Software development formats.

…”We should not sell ourselves short as far as the complexity of what we do and our ability to learn new and better ways to do it…”

While virtually all translation environment tools support Office files, it is important to know which of the other file formats are supported by a tool you are considering purchasing.

Category II: What do your clients use?

Do your clients use a translation environment tool? If not, then this question is irrelevant. If they do, what kind of file formats do they send you (already prepared for use in a translation environment tool [“pretranslated”] or the original source file), and what kind of delivery do they expect (a file in the original format with an accompanying translation memory, or in a bilingual translation environment tool format)?

It is important to realize that “just because” your clients use a certain tool does not necessarily mean that you have to use it as well (although there are situations where it can be helpful). In the case of TRADOS, various other translation environment tools support TRADOS formats (Déjà Vu, SDLX, or Heartsome, and, if it’s in Word format, Wordfast or MetaTexit). SDLX files are now supported by TRADOS (see above). Star Transit files are SGML-based and can be processed in a variety of other formats (even though it’s tedious). And the list goes on.

It becomes a little trickier if your clients deliver original source files (HTML, Word, Excel, etc.) and expect you to deliver files in a specific translation environment tool format. While there are sometimes ways around that as well, it becomes more and more involved, and at some point it may just be easier to actually go with that specific tool.

And last, a number of tools offer free versions for certain projects that have been prepared in an enterprise edition (SDLX, Déjà Vu, and Transit, as well as most of the localization tools). This is not only a good way to try out a new tool (albeit with limited functionality), but it’s also fun to work in another environment every once in awhile.

Category III: What kind of projects do you work in?

Are you working in projects that consist of one or a small handful of files at a time, or do you tend to work in projects that consist of many more files? Some tools handle one file as a translation project unit, while others treat projects that can contain a lot of files as one translation project unit. If you work in multi-file projects, you will find it easier to go with the project-based approach. There are little programs, though, that allow the concatenation of single files to one large file for processing in a translation environment tool. One of

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them. Syscat by ECM-Engineering, does this specifically for TRADOS Word-based files.

**Category IV: What is the support like?**
This question refers not just to the support from the parent company (though this is important), but also from user groups. Most tools have a user group at Yahoo! Groups that you can quickly locate by just typing the product name into the search field at groups.yahoo.com. Here are a few tips:

- Never ask for a comparison of any of the tools on any of these groups. Typically the users on these groups strongly favor one tool or another, and their responses will tend to confuse you.

- Look at how active and supportive the groups are. This will give you a good indication of how fast you can expect a response, and what kind of response it will be.

- Evaluate how technical the answers are. This will not only give you a good idea of how technical the users are, but it may be an indication of the technical expertise that is needed to use the tool.

Your immediate peers, the folks you work with day-in and day-out in (virtual) work groups, are also an important support consideration. If they already use a certain tool and are generally happy with it, that should be a strong indication for you as well, because typically they will tend to work on the same kinds of projects and for the same kinds of clients as you.

As far as support by the parent company, a look through the user groups and/or the support options offered (both initial and ongoing) should also give you a good idea of what to expect.

And again, don’t trust what users of Tool A say about Tool B! People tend to be rather protective of “their tool!”

**Category V: How skilled are you with computers? How much do you want to pay?**
For many, these are the two most important questions. The fact that I lumped them together and put them last goes to show that I don’t believe these are nearly as important as people think.

I received an interesting comment from a reader of my newsletter a while back in regard to the first question:

> In my opinion, any application interface must be intuitive. If it isn’t, if an application requires any additional training, it’s a poorly designed application. [Many translation memory tools are examples] of such applications. On the other hand, applications made by Microsoft are examples of good design. Yes, they make money on training, but they do not teach people how to use MS Word because it is not necessary.

Here’s how I responded:

> As far as Word is concerned, I think it’s sort of like speaking English. It’s easy to speak a little bit, but it’s hard to speak it well. The basic tasks within Word, such as typing, are really easy. However, most people do not use 95% of its functionality because they don’t understand it. In my opinion, the problem with TM tools is that the most basic task, translating with the aid of a translation memory, is fairly advanced to start with. So in that sense, I think it isn’t fair to compare them with Word.

We should not sell ourselves short as far as the complexity of what we do and our ability to learn new and better ways to do it.

If you feel challenged in the area of technological complexity, the one thing I would look for in a tool is its maturity (not to be confused with age). If users continuously stumble on bugs in the program, this may be a red flag.

As far as the purchase price, let me quote Marc Prior, the developer of the free Java-based translation memory tool OmegaT (www.omegat.org):

> Computer-aided translation tools are cheap. A tool like TRADOS or Déjà Vu will cost in the order of 1,000 Euro. If you’re not planning on turning that over in a week or so, you should revise your business strategy. [Author’s note: In many cases, these tools will cost less than what Mr. Prior quoted.]

Enough said.

**Notes:**

1. In a recent issue of the German translators’ association’s *Mitteilungen für Dolmetscher und Übersetzer* by Uta Seewald-Heegand (a 15 MB downloadable version is available in German at http://tinyurl.com/awzmr). An even more comprehensive 300-page overview in book form by François Massion (*Translation Memory System im Vergleich*, doculine Verlags-GmbH, 2005) is also available.

2. I’m hoping this term will soon replace the inaccurate “computer-aided translation tools” we’ve used in the past.

Interpreting for Civil Litigation Depositions: Guidelines for the New Professional

By Karen Borgenheimer

In South Florida, civil litigation cases are the interpreter’s “bread and butter.” Staged auto accidents, insurance fraud, worker’s compensation claims, personal injury claims, and medical malpractice are some of the most common civil litigation cases interpreters here encounter. Pre-depositions, depositions, examinations under oath, independent medical examinations, psychological evaluations, vocational rehabilitation assessments, un-sworn statements, mediations, as well as hearings and trials are all in a day’s work for interpreters in Miami-Dade and Broward Counties.

From the first day of class, interpretation students are informed of both state and federal testing procedures for interpreters. These tests are for criminal cases involving drugs, murder, rape—the cases that are prominent in the press and make popular television programs. Students walk into the professional world well armed with the proper interpreting techniques (sight, consecutive, and simultaneous modes), and are familiar with the Code of Ethics for Court Interpreters (stressing accuracy, impartiality, confidentiality, never giving legal advice or opinions, maintaining proper professional relations, and maintaining a commitment to continuing education, improvement, and duty to the profession). However, despite all their training, students are often ill prepared for the true sense of the civil arena which they are about to enter.

As an educator, I find that in addition to the skills mentioned above, it is important to prepare my students, as well as those who attend my seminars, for the real world of civil litigation procedures, placing special emphasis on depositions. I go through the process step-by-step to arm students with the practical knowledge they will need to start using their newly attained skills.

The Basics

First and foremost, I teach my students that all civil litigations are adversarial: someone will win and someone will lose. Civil litigation is the process of carrying out a lawsuit. It is a legal dispute relating to the state or its citizens’ private rights. When those private rights are in question, challenged, or violated, remedies are sought in the form of a lawsuit. “Remedy” generally refers to the means of enforcing a right or preventing or redressing a wrong in the form of legal or equitable relief, that is, awarding damages (i.e., money) that will provide sufficient relief to the petitioning party (Black’s Law Dictionary).

In civil cases, such as personal injury cases, say a car accident, there is the plaintiff (the injured person seeking remedies) and the defendant (the person responsible for the car accident). The defendant is represented by the insurance company’s counsel. Damages in these cases are sought from the insured’s car insurance company. I find that understanding the roles of all parties involved is key to gaining a better understanding of the legal process.

Civil litigation cases begin with “discovery” in the form of depositions. Many times, interpreters will be contracted to appear for a “pre-deposition.” In this case, they are hired by the plaintiff’s counsel to facilitate communication between the plaintiff and his or her attorney, who will inform the client about the upcoming deposition by giving advice on what to expect, how to respond to the question-and-answer session, what to do and what not to do (i.e., not to divulge any attorney-client conversations which are considered “privileged” and thus “off limits” to opposing counsel). This session may be interpreted in the simultaneous mode due to time constraints. After this, the deposition can then begin.

Anatomy of a Deposition

All depositions consist of the stages outlined below. If the interpreter is familiar with each stage, he or she can anticipate the next series of questions (this also helps with note taking) and gauge the progress of the deposition.

Step 1: Obtaining personal information. Includes: complete name; alias; date and place of birth; height and weight; current and all previous addresses; monthly rental or mortgage payment; who else lives at the address; social security number; immigration status (resident, citizen, or undocumented alien); car-make, model, and color; driver’s license; record of military service; and educational background, including vocational and on-the-job training.

Step 2: Obtaining work history. Includes: current employer’s name; job description and duties; starting and ending dates; name of supervisor; and previous employers (using the same series of questions for each job).

Step 3: Obtaining medical history prior to the date of the accident. Includes: previous accidents...
and/or injuries requiring medical attention (lawsuit filed?); chronic illness; medical treatment; and hospitalizations.

Step 4: Asking “How did the accident happen?” What body part was injured; type of pain?

Step 5: Obtaining medical history after the date of the accident. Includes: names and specialties of doctors seen; types of diagnostic tests (X-Rays, MRI, Nerve Conduction, etc.); physical therapy and modalities/treatments received; medications; future medical appointments.

Step 6: Obtaining the sources of income since the date of the accident.

Step 7: Asking “What can’t you do now that you could do before the accident?”

Step 8: Asking “How do you spend your days?”

Step 9: Asking “Have you ever been convicted of a felony?”

Step 10: Asking “Have you ever been convicted of a misdemeanor involving fraud or dishonesty…such as theft?”

The Importance of Being Impartial

The defense counsel generally contracts the interpreter, but remember that regardless of whether the interpreter is hired by the plaintiff’s counsel or defense counsel, he or she is a neutral third party and must remain impartial at all times. Given that civil litigation is, by definition, adversarial, impartiality becomes all the more important. The mere appearance of partiality or favoritism can compromise the interpreter’s role. If this happens, the interpreter will quickly lose the trust of the participants and be suspected of “helping” one party or the other. Serious legal implications could also result from an interpreter’s lack of impartiality—including a mistrial.

To avoid being labeled partial, interpreters must always avoid personal contact with the deponent outside the procedure itself. Over the years, I have had deponents ask me for my telephone number, invite me for coffee, lunch, dinner, or cocktails…the list goes on, but the answer is always the same: “Thank you, but that is not possible.” I have learned to avoid situations in which I am left alone with the claimant, such as during mediations—I step out of the room when the attorneys and mediator do. And I have been doing this religiously ever since one claimant noticed that I wasn’t wearing a wedding ring and asked if he could come visit and “entertain” me. When this happened, I immediately excused myself in a very professional manner and apprised both attorneys and the mediator of the situation. Women interpreters, in particular, must constantly be on the lookout for such acts of impropriety and know, without hesitation, how to avoid them through proper professional demeanor.

Emotions can run high in civil litigation cases. Any outward sign of sympathy can also compromise the interpreter’s role. This is why the interpreter must learn what one of my professors referred to as “detached compassion.” During the interpretive process we see a full range of negative human emotions, including anger, frustration, despair, or tears. We become privy to feelings of personal inadequacies, emotional outbursts, descriptions of sexual performance or lack thereof, descriptions of attempted suicides, fatal accidents—you name it, it’s out there. The question is, what do you do? How do you maintain composure? How do you convey such deep emotions with the same force and effect so that nothing is lost in translation? This is where the technique of “detached compassion” comes into play.

Distancing Yourself

To emotionally detach myself from the situation at hand, I get into my “zone.” I mentally step back, listen to the emotion in the speaker’s voice and record it in my mind as I take notes. I look at my steno pad in an effort to avoid eye contact with the deponent. I pretend I’m listening to a movie in which I have no personal stake. However, I am always conscious of the fact that the deponent has much at stake and that my rendition of this emotional testimony must mirror the tone and quality of the original. Yes, interpreters often come out of jobs emotionally drained, and we must learn how to “brush” it off before heading to the next appointment. I generally take lots of deep breaths, drive with the windows open, and turn the music up—LOUD.

Don’t Get Rattled

In South Florida, interpreters are required to interpret depositions in the consecutive mode because numerous attorneys are bilingual and demand transparency throughout the process. In many respects, this puts additional pressure on the interpreter, who knows that attorneys are hanging on their every word. In essence, these attorneys are acting as “check interpreters,” a situation that is less than desirable given that they have no interpreter training and often expect a “literal translation” of the utterance. The interpreter must always maintain a professional demeanor and not get rattled. If the interpretation was correct given the
context, the interpreter must stand his or her ground. If there is any doubt, the interpreter must ask for a repetition or clarification, and, if a correction is needed, say “Thank you counsel, the interpreter corrects the record.” As an interpreter, you must always remember that we don’t interpret words, we interpret meaning.

Conclusion

On any given day, Spanish-language interpreters in South Florida will interpret for an array of non-English-proficient speakers, including Cubans, Dominicans, Puerto Ricans, Venezuelans, Colombians, Peruvians, and Mexicans. In short, we have our work cut out for us, and we must step up to the challenges at hand. We truly live in the North American capital of Latin America. And, this being the case, South Florida interpreters have the additional challenge of dealing with a variety of dialects, including the ever-present “Spanglish.” But then, it’s all in a day’s work.

2006 Alicia Gordon Award for Word Artistry in Translation

The ATA invites nominations for the 2006 Alicia Gordon Award for Word Artistry in Translation. This award, in its inaugural year, has been established in memory of Alicia Gordon, known for creating imaginative solutions to knotty translation problems, based on rigorous research. The award was established by Alicia’s sister, Dr. Jane Gordon, and award funds are administered by the American Foundation for Translation and Interpretation (AFTI).

Eligibility

The award is open to ATA members in good standing. Passages may be submitted by the translators themselves, or by others on their behalf. The translation that, in the opinion of the judges, demonstrates the highest level of artistry in translation will receive the award.

Submission Guidelines

1. Translations of up to 750 words between (to or from) English and Spanish or French in any subject matter field will be considered.
2. The translation and the source text must be submitted electronically by June 1, 2006 to aftiorg@aol.com.
3. Only one submission per applicant will be accepted. Submission of more than one translation will result in disqualification of the applicant.
4. The translation must have been done by an individual (no group efforts).
5. If the translation was done as a work for hire, the party that contracted for the translation must consent in writing to its submission for the award.
6. Former award recipients are excluded from subsequent cycles.
7. The decision of the judges is final.
8. Applicants will be notified of the judges’ decision with respect to their submission. Notification will be by electronic or other means as determined by the committee of judges.
9. By submitting a translation for consideration, the applicant expressly agrees to comply with these guidelines.
10. The award will be announced at the ATA Annual Conference in New Orleans, November 1-4, 2006.

Nomination Deadline: June 1, 2006. Candidates are encouraged to submit nominations early!

Award: $250, and a certificate of recognition.

Alicia Gordon Award for Word Artistry in Translation
American Foundation for Translation and Interpretation, Inc.
Columbia Plaza, Suite 101
350 East Michigan Avenue
Kalamazoo, MI 49007
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Swedish Literary Translation in the U.S. and Canada

By Laura A. Wideburg

Translations have always existed in the literary marketplace, even before the days of Saint Jerome. However, the present-day situation in North America has become increasingly grim, especially since translations barely make up 3% of the books available for sale.1 However, due to increased publicity concerning the importance of the translator’s role in introducing writers to audiences worldwide (for instance, Oprah Winfrey’s Book Club featured Richard Pevear’s and Larissa Volokhonsky’s translation of Fyodor Dostoevsky’s The Brothers Karamazov), the general reading public has become more aware of the value of a “good” translation.2

Despite the sad record of literary translation in the U.S., translations of Swedish works have been well represented worldwide. One of the reasons for this may be Sweden’s high profile in the world literature scene through its awarding of the Nobel Prize, established by Swedish chemist Alfred Nobel in 1895. Another reason may be the high rate of Swedish literacy and the value Swedes place on reading. In 2002, 1,229 works of fiction were published in Sweden. Of these, 262 were original Swedish works and 298 were translations from other languages.3 (Poetry, both Swedish and from other countries, was counted as a separate category, and makes up the rest of the above number.)

Swedish literature has existed in English translation for over three hundred years. Carl von Linne, August Strindberg, Selma Lagerlöf, Pär Lagerkvist, Harry Martinson, Vilhelm Moberg, and especially the prolific children’s author, the late Astrid Lindgren, have all been translated into English. The mystery genre, with authors such as the writing pair Sjöwall-Wahlöö and present mystery giant Henning Mankell, has given the North American market a number of best-sellers. Recently, Tom Geddes compiled a bibliography of Swedish literature in English translation, and the number of translations from both British and American translators, as well as from English-speaking translators based in Sweden, is in the hundreds, which is impressive for such a small country (current population: nine million).4 The American-Scandinavian Foundation (ASF, www.amscan.org), based in New York, has even awarded a translation prize to encourage literary translation of Scandinavian works. This has resulted in a number of translators of Swedish literature winning the prize, most recently Paul Norlen in 2004.

Lately, however, it appears that the relationship between American and Swedish publishing houses has deteriorated. In Sweden, there seems to be little desire to work with American publishing houses and more willingness to expand energy in promoting Swedish authors to British publishers, possibly because the industry in Great Britain seems to be more supportive of literary translation. For example, translators of Swedish in the U.K. have united under the Swedish-English Literary Translators Association (SELT). This group is also responsible for publishing the Swedish Book Review (www.swedishbookreview.com), which allows publishers to get a look at Swedish works in English translation. British translators are also responsible for many of the translations of Swedish works currently on the market. These translations are commissioned by British publishers and then sold to American publishers. This has been the case for Mikael Niemi’s Popular Music from Vittula (translated by Laurie Thompson), and the later mysteries of Henning Mankell (also translated by Laurie Thompson). British publishers will also consider translations of Swedish works by Americans. For instance, Paul Norlen’s award-winning translation of Ernst Brunner’s life of Bellman, A Toast to Your Ashes, will be published in Great Britain.

The Translator of Swedish Literature in North America

Swedish translators active in the U.S. and Canada generally fall into two categories: the translator working in an academic setting, and the freelance translator working either full- or part-time outside academia. The Association of Swedish Translators in North America (STiNA, www.swedishtranslators.org) has drawn members from both the academic and freelance world, with about three-quarters of the membership from the academic side and the rest freelancers. It should be noted that many freelancer literary translators have an academic background as well, but are no longer associated with an institution.

Many of those who undertake literary translation are academics whose primary source of income is generated from teaching. Translating is not their...
full-time job, and many of them only take on the occasional literary translation, more out of a love for language than the need for monetary reward. As a result, many literary translators, especially those just out of graduate school, are unprepared to deal with the business side of the literary marketplace, including book contracts.

In my position as secretary-treasurer of STiNA, the overwhelming majority of questions I receive from individual members relate to contracts and compensation. Beginning literary translators tend to be completely at sea. Some have not even heard of The Writer’s Market series (www.writersmarket.com), which lists a number of sample average compensation amounts for translations. Nor have they heard of ATA, and they are most certainly unaware of its Nordic Division. Some of the translators came to STiNA via the Society for the Advancement of Scandinavian Studies (SASS, www.byu.edu/sasslink) and others from the American Literary Translators Association (ALTA, www.literarytranslators.org). Our members rarely have overlapping memberships in both institutions, so STiNA has come to serve as a bridge between translators in both groups.

Academic translators are in an environment where much of their work is considered community service. As a result, many academics do not expect to be paid for translations of literary works (and often are not, especially when it comes to translations of poetry). Academic presses have also been known to request a sample translation without offering payment. However, it should be noted that the larger academic presses are usually willing to pay translators for their efforts. Still, it is often assumed that the literary translator has another source of income, which is not necessarily the case for freelancers. This can lead to miscommunication, especially in situations where there is no written contract. Translators working in academic settings are also hit with a double whammy. Since translations are generally not considered examples of “true” scholarship, these individuals are often ineligible to be considered as part of the tenure process at many institutions. So the academic literary translator really is translating “for love.” This has its own problems, as an academic may consider the freelancer more crass because the freelancer is working “for money.” This only serves to create an artificial disharmony between the two types of literary translators.

This situation is a major contrast from the experience of the literary translator in Sweden, who is part of a union where wages are set and receives a minimal amount each time a volume he or she translated is checked out of the library (Swedish authors also receive library compensation). It is also quite different from the experience of the literary translator in Great Britain translating from Swedish into English. Due to the efforts of The Translators Association, a constituent part of The Society of Authors (www.societyofauthors.org), our British colleagues in literary translation have established a recommended compensation amount, although a translator is free to work for more or less, depending on the project and terms of the contract.

In the U.S., it is illegal for any translation organization to recommend a minimum amount, which could be seen as price-fixing. This means there is a great deal of flexibility regarding the compensation that literary translators receive, ranging from nothing at all to a five-figure amount with royalties.

The Formation of STiNA and the Promotion of Swedish Literary Translation

Paul Norlen and I formed STiNA in order to fill a need that we saw in the Swedish literary translation world. SELTA had been successful in uniting Swedish translators, having made great strides in promoting the translation of Swedish literature in Great Britain, and we believed that a similar group could do the same for translators working in the U.S. and Canada. We also felt strongly that beginning literary translators from Sweden needed a place where they could go to find information on working in the field in order to avoid some of the problems we experienced when first starting out.

The response to our proposal to form a group was overwhelmingly positive. Consequently, we announced the formation of STiNA on March 18, 2004, and by the end of May 2005, there were 25 dues-paying members. The dues were used to establish a website, www.swedish-translators.org, which Paul runs.

We also knew from the beginning that we would need to work with other groups, such as SASS, ALTA, the ASF, as well as ATA in the U.S. and SELTA in Great Britain. We have also been in contact with the Swedish Författarförbundet, the Swedish Institute in Stockholm (which promotes Swedish culture abroad), and the Swedish Translators Association. The General Consul of Sweden in New York, and especially Niklas Arnegren, believed so strongly in STiNA’s project that they awarded us a grant to cover many of our start-up costs.

Our first project was to offer a discussion panel at the May 2005 SASS meeting. Four translators—Lars Nordström, Erland Anderson, Paul Norlen, and myself, with
Anne-Charlotte Hanes Harvey moderating—spoke about the challenges of translating Swedish literature. The panel was well attended and the discussion afterwards was lively and passionate. Ten STiNA members met for dinner that evening and the discussion continued on an informal basis. We agreed that the panel had been validating and worthwhile, and it was suggested that a STiNA-supported translation panel be arranged at every subsequent conference.

For our next project, we are currently working with ALTA on their 2006 annual conference. The conference theme is “Scandinavia Meets Asia in the Pacific Northwest,” and Swedish academician Göran Malmqvist has agreed to be one of the keynote speakers. STiNA is organizing a Swedish panel discussion for this conference as well. The Scandinavian languages have never been featured at an ALTA conference before, so this is an exiting opportunity not only for Swedish literary translators, but also for those translating from Norwegian, Icelandic, Danish, Finnish, and Saami.

STiNA is also eager to work with ATA’s Nordic Division and would like to investigate the possibility of setting up a certification exam for Swedish translators. There is an equivalent exam for translators in Sweden, but it is only available to residents. Having a certification exam available would be a great boost for translators of Swedish residing in North America, especially for the freelancers.

**Problems Faced by Literary Translators From Swedish**

As secretary-treasurer for STiNA, I have received a great deal of correspondence from the membership requesting information and advice regarding problems they have encountered in their professional work. Three specific issues seem to give translators the most problems.

By far, the first and most pressing issue involves contracts and fair compensation. Questions that have been raised include: What is fair compensation for a literary translator? Should one expect to get paid? Can an e-mail serve as a contract? Where do I find information on contracts? What do I do if I do not get paid as promised?

The second most prevalent issue concerns the translator’s relationship with Swedish publishing houses. Here, the number one problem is not getting a response from publishers. A translator often requests permission to translate a work (even a work that a publisher has already been considering) and does not get a reply, either positive or negative. This also seems to be a common problem for members of SELTA, according to the organization’s secretary, Tom Geddes. The questions Tom has been receiving include: How do I get permission to do a translation? How do I get a publisher to write back? How do I go about getting permission from the author instead of the publisher if the publisher does not respond?

The third issue concerns the strained relationship between American and Swedish publishing houses. Swedish publishers tend to overlook the importance of small and academic presses, and American publishers, especially the larger ones, seem to be uninterested or indifferent toward literary translations. Questions I receive concerning this issue include: How do I get a publisher interested in publishing a piece that won a translation award? Generating a publisher’s interest is a situation common to almost everyone in the literary field, but it is especially acute for literary translators, who are often working in *loco agentis* (as their own agents) for the work they are translating.

**Potential Solutions for Some of These Situations**

When I receive a question concerning fair compensation (“what to charge”), I cannot answer with a numerical figure, even if that is what the translator who is just starting out would like to hear! However, I do send the translator information about where to find sample contracts on the Internet—such as the websites of ALTA (www.literary-translators.org), the Northwest Translators and Interpreters Society (NOTIS, www.notisnet.org), and the PEN America Center (PEN www.pen.org)—and point out that each edition of the *Writer’s Market* gives an average amount per word for literary and other translations. I also mention the rates that SELTA and Swedish translators in Sweden request. Lately, SELTA has been active in pointing out that translators can request royalties, so I also mention the pros and cons of royalties versus work-for-hire. But the area of compensation, as I mentioned before, is one where we are forbidden by law to make specific recommendations of numerical amounts. Armed with this information, the translator has some leverage to use with a publisher when working out a contract.

The second issue regarding a translator’s relationship with Swedish publishing houses is complex and one that STiNA would like to rectify. STiNA recommends that Swedish publishing houses look to the translator as an ally in promoting their works to North American publishers. Swedish publishers need to recognize that an American publishing house does not have Swedish-speaking staff available to peruse Swedish literature and recommend a translation. The U.S. translator often works “on spec,” that is, the translator must translate some or all of the work in order for an editor to make an
evaluation on its merit. The translator must have a letter of permission from the holder of the copyright in order for the publisher to look at the work. A publisher will not look at a work without this letter. STiNA recommends that Swedish publishers make it a practice of giving permission letters to translators so that they can more easily promote Swedish books to American publishers.

Many translators, myself included, have circumvented the Swedish houses and gone directly to the author for letters of permission. This often results in publication for the author, paid or unpaid. This approach only works because many established writers in Sweden hold the copyright in their own name. In order to get in touch with the author, I often recommend that the translator go to the Swedish Institute in Stockholm (www.si.se), which can often bring an author and translator together.

The third and last issue is the situation that American publishing houses encounter when publishing a translation. Of course everyone wants bestsellers, but it does cost a significant amount of money to produce a book. According to John O’Brian, writing for the Center for Book Culture, a publishing house producing a book in translation needs approximately $30,000 in up-front costs. The translation costs 5-10% of this (about $4,000 on average). If the company only sells 2,000 copies, it will lose $18,000! Therefore, an American publishing house that believes translation does not sell will generally not take on an unproven work, regardless of its literary merit. O’Brian suggests that foreign governments step up to the plate and fund translations at $30,000 per book. The lack of literary translations appearing in the U.S. has also concerned PEN. As a result, PEN has set up a fund to pay translators between $2,000 and $10,000 for works it deems to have merit, thus in effect subsidizing the publishers’ translation costs.8

I also believe that U.S. publishers could do more to promote translations that they are already publishing. For example, a local Seattle independent bookstore recently displayed works in translation from the Scandinavian countries. Customers bought the works and commented, tellingly, “I didn’t know that this book was available in English!” The Scandinavian table at this bookstore may have been a success due to the large population of Americans with Scandinavian heritage, but this segment of readers should not be ignored by either Scandinavian or American publishers. The U.S. 2000 Census showed that over four million Americans considered themselves to be of Swedish heritage, which equals a population half that of the entire home country. This is not an insignificant figure, and more publishers should be aware of the marketing value of the “ethnic” population as a base from which word-of-mouth about a published translation can spread. (This tactic could also work for other “ethnic” populations.) As it is, the translator is not only working in loco agentis, but also as the main promoter and marketer of the work. Really, isn’t this a bit much to ask from one person?

An American publisher’s worries about the quality of a translation, which would negatively affect sales, could perhaps be alleviated if the translator presented a formal credential, such as ATA certification. In this respect, I would be interested in hearing if ATA certification has helped other literary translators working in other languages, especially the Scandinavian languages.

STiNA has discussed the idea of finding an agent to work with translators from Swedish. We do not yet know if such an idea is feasible, but it is worth putting on the table for further consideration, especially as the “agents-only” situation is growing.

Conclusion

STiNA was formed to promote professionalism in literary translation from Swedish into English, to aid the beginning literary translator in the field, and to promote Swedish literature in North America. There are many challenges ahead, but also ways to overcome them in order to bring about a better understanding of Sweden through literature published and distributed in North America. We look forward to discussing these issues with ATA and other similar organizations in the hopes that such communication will help us reach our goals.

Notes


2. Oprah Winfrey’s magazine, O, has also identified translators by name, such as STiNA member Tiina Nunnally in the April 2005 issue.


5. Personal communication.

6. My coinage: in place of the agent. Many publishing houses in the U.S. do not consider anything that

Continued on p.32
Keeping in Touch with Dutch: Who Says Learning Can’t be Fun?

By Marianne van der Lubbe-van Gogh

It started with Tom West’s presentation on “Basic Concepts in Dutch-English Legal Translation” and the English-Dutch and Dutch-English translation workshops hosted by Anja Lodge and Carol Stennes, all held at the 2002 ATA conference in Atlanta. These presenters laid the foundation for the Dutch workshops, which are fast becoming a tradition at ATA conferences. After Carol and I gave translation workshops into and out of Dutch at the ATA conference in Phoenix, Carol decided to try something different at the association’s next conference in Toronto: a session on the differences between Dutch and English punctuation.

At the Seattle conference, the workshop focused on common errors and pitfalls in English-into-Dutch translation. The two languages have a lot in common, and with English being so prominent, even in the Netherlands, it is sometimes difficult to know if you are translating too literally, or perhaps even violating Dutch rules of grammar and syntax. The same problem occurs with terminology, where false friends may lead translators astray. To add to the confusion, new words or new meanings for existing words gradually find their way into the language, especially in everyday speech.

Even though the main purpose of the workshop was education, lots of room was included for fun. The concept was loosely based on a popular language quiz show on Dutch and Belgian television called “10 voor taal” (“A-plus for Language Arts”). The workshop’s title, as listed in the conference program, “10 door taal,” caused some hilarity, illustrating what can happen if you place too much faith in your computer’s spell checker! In the television show, two teams compete: three well-known Dutch personalities pitted against three Flemish celebrities. To the chagrin of the Dutch, the Flemish still have the upper hand. Some elements of the quiz show could not be used in the context of the conference workshop, others had to be adapted, and new ones were introduced. Since most of the answers were designed to be multiple choice, each participant was given three voting slips to hold up: red, white, and blue (the colors of the Dutch flag). The competitive element was absent, since there was no way of keeping score.

“…The workshop was to be educational, but there would also be lots of room for fun…”

Early on, I decided against discussing the increasing use of English in Dutch—the bane of every Dutch translator’s existence—or any kind of jargon or hype. And while several official spelling changes had recently been made, they were not published until after we had already submitted the conference papers to ATA, so we’ll have to deal with them at a future workshop. Actually, omitting all these controversial subjects left the way open for some light relief!

The workshop consisted of seven sections. Section 1 discussed old Dutch words that have come into fashion again, but not always with the same meaning. Participants had to guess which of the three meanings was correct. (For example, see Table 1.) The correct answer is Red. This is one of those expressions that have acquired new meaning, having crept into the language and gained wide acceptance.

Section 2 consisted of a number of Dutch passages containing deliberate spelling mistakes, grammatical errors, or other structural problems. Participants were asked to run through each passage quickly and decide whether it contained 12, 14, or 16 errors.

Section 3 focused on popular terms, expressions, and catch phrases that originated in Dutch commercials and television shows. One example is the well-known slogan given in Table 2 on page 31. The correct answer is Blue, “Even Apeldoorn bellen.” Almost everyone recognized the slogan from the series of television commercials, which have been airing for years and have won numerous national and international awards. If you would like to view these commercials, visit www.centraalbeheer.nl/cbi/cb/corporate/fun/commercials.jsp. Most of the commercials on the site contain no narrative or dialogue, and the ones that do are often in English

Table 1

<table>
<thead>
<tr>
<th>Die van mij, dat is echt zo’n theemuts</th>
<th>Mine’s a real tea cozy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wat wordt hier bedoeld?</td>
<td>What does this mean?</td>
</tr>
<tr>
<td>Red: Ik heb een heel dikke, luie kat.</td>
<td>I have a very fat, lazy cat.</td>
</tr>
<tr>
<td>White: Mijn man is heel huiselijk.</td>
<td>My husband is the homey type.</td>
</tr>
<tr>
<td>Blue: Mijn moeder zit altijd klaar met een kopje thee.</td>
<td>My mother is always ready with a cup of tea.</td>
</tr>
</tbody>
</table>
with Dutch subtitles. It may help to know that the man who’s shown hanging from the gutter in “Help” is the presenter of a Dutch candid camera program; the victims in “Joyriding” are a famous father and son team of criminal lawyers; and the wedding cake which the driver in “Transport” was trying to deliver was destined for Prince Willem Alexander and Princess Máxima, the future king and queen of the Netherlands.

I had some trepidations about Section 4, which dealt with “false friends,” because I was afraid it would take too long. But no fear! Most of the participants had little trouble finding words that sound the same, but have different meanings in the two languages. These include the examples shown in Table 3.

Section 5 dealt with the impact of original English texts on Dutch translations. Participants received a number of English sentences, together with the Dutch translation, and were asked to indicate where the use of the Dutch language and syntax betrayed the influence of the original English passage. Such instances did not necessarily reflect an error in the text, since the idea was simply to make people aware of the alternative choices available to the translator.

Section 6 discussed new expressions that have come into common usage. Unfortunately, examples are difficult to translate into English. The one below is taken from a well known Dutch daily newspaper (De Volkskrant):

Donner is niet...het populisme ter verovering van de volksgunst.

(Donner [the Dutch Minister of Justice, who is a staunch Christian-Democrat] is not...populism to court popular favor)

The correct answer is Red (“of”), which admittedly sounds almost as strange in Dutch as it does in English, despite its widespread use! Although Blue would have been correct as well, “voor” is less “trendy.”

Section 7 consisted of a word game, the concept for which was based on the “10 voor taal” television quiz, which has a section called “Woordrijgen” (“Word Stringing”). Our version, however, contained an extra twist. There were two columns with words, with an empty column in the middle for the “missing word.” As can be seen in Table 4 below, the missing word (provided in brackets) formed the second part of the word in the left column and the first part of the word in the right column (examples in English: “phone [book] case” or “hot [dog] collar”). The middle word exists in both languages, but it usually has a completely different meaning (and pronunciation).

I’m not sure whether this part of the workshop was educational or not, but it certainly kept everyone occupied for quite some time (some people even took this section back to their hotel rooms to finish later). For

| Table 2 |
|-----------------|-----------------|
| **Even ……bellen** | **(Just call ……)** |
| Red: Centraal Beheer | (Name of an insurance company) |
| White: Amersfoort | (Name of a Dutch town) |
| Blue: Apeldoorn | (Name of the Dutch town that is the seat of the above insurance company) |

| Table 3 |
|-----------------|-----------------|
| brutal (English) / brutaal (Dutch) | = | vicious (English) / cheeky (Dutch) |
| genial (English) / geniaal (Dutch) | = | friendly (English) / brilliant (Dutch) |
| chef (English & Dutch) | = | cook (English) / boss (Dutch) |

| Table 4 |
|-----------------|-----------------|
| **Dutch - English** | **English - Dutch** |
| slag | [room] | mate | baby | [boom] | chirurg |
| koffie | [pot] | luck | carbon | [steel] | pan |
| zeil | [boot] | leg | dead | [pan] | klaar |

Translation of the Dutch terms:

- slagroom = whipped cream
- koffiepot = coffeepot
- zeilboot = sailboat

boomchirurg = tree surgeon
stelpan = saucepan
panklaar = ready to cook
Keeping in Touch with Dutch: Who Says Learning Can’t be Fun? Continued

me, it had been great fun figuring out all the combinations, together with Carol Stennes, who couldn’t make it to Seattle, but who contributed substantially to this part of the quiz. A word game was also a nice way to round off the session.

The workshop was audiotaped, so it should be available on ATA’s conference DVD-ROM (see www.atanet.org/conf2005/dvdrom.htm for ordering information). The questions and answers from the workshop have also been published on the website of ATANed, the mailing list for the members of the “Dutch community” within ATA. This is the place to ask terminology questions, inquire about a potential client, have a language-related chat, tell a good joke, make a pun, or air your pet peeve (naturally, all within the bounds of propriety), and even to arrange the Dutch dinner at next year’s conference in New Orleans—in short, to keep in touch with the Dutch. Traffic on the list is moderate, 30-35 messages per week on average, usually in spurts following a question from one of the members. I cannot provide the link for the workshop paper here, since it is restricted to ATANed members, and we would like to keep it that way, but membership is open to any ATA member who translates from or into Dutch. If you are interested, please send me an e-mail at marianne.vanderlubbe@bar.t.nl. If you do not qualify to become a member of ATANed but would like to receive the workshop paper, please contact me as well.

I’m already collecting emerging terms and expressions, common errors, and “false friends” in both languages, so who knows, perhaps there’ll be a follow-up workshop at ATA’s 2006 Annual Conference in New Orleans, November 1-4. I certainly enjoyed doing it, and the participants apparently had a good time as well, or, as we say in Dutch, “Het was heel gezellig.”

Swedish Literary Translation in the U.S. and Canada
Continued from p. 29

is not submitted by an established literary agent, which leaves translators, who often act as their own agent, locked out of consideration from the beginning. This problem is becoming more acute after the wave of consolidations in the publishing industry.

7. Context: A Forum for Literary Arts and Culture, No. 16. See also Nos. 14 and 15.

8. See PEN American Center website (www.pen.org, under Translation Grants).

References

Don’t deposit it—report it!

Report fake check scams to the National Fraud Information Center/Internet Fraud Watch, a service of the nonprofit National Consumers League, at www.fraud.org or (800) 876-7060. That information will be transmitted to the appropriate law enforcement agencies.
Product Liability: Mistakes in Manuals Can be More Dangerous than Design or Manufacturing Defects

By Mathew Kundinger

“Product liability” is one of those buzz words that scare manufacturers who want to market their products in the United States. This applies in particular to European companies, which have grown accustomed to somewhat uniform rules in the European marketplace, but know they are entering dangerous and unknown territory when bringing their products to market in the United States.

News reports and articles concerning the sizable product liability settlements that have been awarded by U.S. juries are everywhere. There has also been a lot of information published regarding the three legal theories that make up U.S. product liability law: breach of warranty, negligence, and strict liability. The following won’t address the above topics in detail, because anybody desiring clarification can easily google “product liability” and get a good overview of them in just 10 minutes. It is, however, noteworthy that most of the articles out there mention that a large majority of product liability lawsuits nowadays include allegations of a failure to warn or instructional defects. This article will examine product liability dangers from a multidisciplinary perspective. It is written by a German mechanical engineer who has been practicing law in California since 1991, and whose pet peeve for about a quarter of a century has been having to read the incomprehensible instructions contained in many product manuals. Readers will learn how product manuals destined for use in the U.S. should look and what they should contain. From the vantage point of someone who has been a service manager for several years and who now uses all his academic and hands-on work experience in the fields of language, law, and technology to evaluate, correct, augment, and otherwise improve such manuals, the focus will be on what most people do wrong and how it can be done right to keep the lawyers away.

Making the Case

If a person has sustained injuries after using a product and wishes to collect damages, the attorney will try to find grounds to sue a manufacturer (or importer, distributor, wholesaler, retailer, translator, etc., since they all can be held liable under certain product liability theories). For this, the easiest attack points are generally:

- The manual’s lack of comprehensibility;
- Outright translation mistakes;
- Missing or incorrect warnings; and
- The manual’s overall lack of detailed instruction.

It is often much easier for the lawyer to find something wrong with the written materials than with the product itself. When such defects can be linked and legitimately claimed to have been the cause of the injury or accident, then the lawyer has got his case.

To minimize the risk of a lawsuit being filed against the manufacturer, not because of a defect in the design or manufacture of the actual product, but for having less than sufficient manuals or other collateral materials, the following eight points and subsequent recommendations should be implemented, especially by foreign manufacturers who, of course, operate in “foreign territory.”

1. The manuals are too superficial and don’t contain enough details. In the U.S., manuals must contain more detailed instructions than are, for example, normally given in Europe. In Europe, people in many trades complete formal apprenticeships lasting two to three years, where they are first taught the fundamentals and later on the finer tricks of their trades by so called “masters.” During these apprenticeships, the practical experience gained on the job is also supplemented and enhanced by regular classroom instruction. In the end, there are exams testing both the practical and theoretical knowledge.
Product Liability: Mistakes in Manuals Can be More Dangerous than Design or Manufacturing Defects Continued

of the apprentice. By contrast, most people in the U.S., with the exception of professionals like doctors, lawyers, engineers, and a few others, are more or less “trained on the job.”

Foreign manufacturers often assume that the readers of their manuals (i.e., the people who operate, maintain, and/or repair their products in the U.S.) have the same level of technical skill, expertise, and experience as those in many parts of Europe. This mistaken expectation leads to manuals that contain insufficient detail. Lawyers quickly focus in on such weaknesses and this is one reason U.S. juries often side with the plaintiff’s counsel and find the manufacturer liable for damages caused by a product manual’s lack of clarity. So, for example, if a certain task, like the changing of a clutch or a flywheel in a machine, can be sufficiently described in a German manual with 10 steps, there should probably be 20 to 25 detailed steps in the U.S. manual. It is important not to make any assumptions and to spell everything out. To put it in very simple terms: manuals have to be clearer, simpler, and more extensive.

2. The information has to be found quickly and easily. The reader must be able to find the needed information quickly. However, many manuals lack even a table of contents, and a large majority do not have an index. A 50+-page manual with complicated technical instructions and no table of contents or index is a lawsuit waiting to happen!

3. Diagrams and photos should always be liberally employed if they enhance a manual’s comprehension. A picture is worth a thousand words. In the age of digital photography it is not a big deal anymore to include whatever photos may be necessary to explain clearly what must be done to operate the product safely. Scattering photos or other illustrations throughout the manual and then having the reader try to follow often incorrect or unclear references, thumbing back and forth in the manual, is not a safe practice either.

4. At the beginning of the manual, always include a clear description of what the product does, its most important features, and a picture, photo, drawing, or enlarged view, or any combination thereof, showing all the important parts and components. If a certain part is mentioned anywhere in the text, the reader must be able to go to that initial picture, photo, drawing, or enlarged view for clarification in order to see how this part or component fits into the whole product, machine, or installation. Such photos and graphics serve as an anchor point, a place where all the threads converge and where the reader can gain a thorough understanding of the whole product.

5. Consistent terminology is the most important aspect of making things clear to the reader. A manual is not a novel nor is it prose. It does not suffer from constant repetition of words, but is enhanced and made safer by the consistent use of the same terms. As mentioned in Point 4, each part or component mentioned in the text must be identified by name (and often by number) and with a picture, photo, drawing, or enlarged view at the beginning of the manual. It is important that the same name for the component or part be used throughout the text. Why is this so hard? It seems so simple and totally logical, but this basic rule is often ignored. Don’t confuse the reader; dazzle him with simplicity and consistency!

6. Manuals for the U.S. market must be written in U.S. English. It is often the case that manuals translated in Europe end up quite “British” because Europeans, like Germans for example, learn Oxford English in school. There are, of course, the differences between U.S. English and Oxford English that don’t really affect one’s ability to comprehend the text, like:

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<tr>
<th>U.S. English</th>
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<td>airplane</td>
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<tr>
<td>organization</td>
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<td>rationalization</td>
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Such words just make the text harder to read for the American eye. But word usage often gets much more complicated and sometimes outright bizarre. For example, translators often use so-called Germanisms and make German words, for which they cannot find a good translation, into English words. This creates terms that have not existed before, and actually still don’t!

Examples:

socle = support or support structure  
(in German: “Sockel”)

stay bolt = shaft  
(in German: “Stehbolzen”)

through hole = opening or opening in the housing  
(in German: “Durchbruch”)
Then there is the always-popular state of technology, which, of course, is supposed to mean state of the art. If you don’t know the correct term for a component, provide a detailed description of it. Don’t make up stuff!

At times, however, it gets totally absurd. I had occasion to review the manual for some industrial filter equipment made by a European manufacturer, a worldwide leader in this field. The assembly instructions read:

“CAUTION! Before insertion of perforated drum O-rings have to be greased. For greasing use rape-oil or Vaseline which does not harm the EPDM-O-rings.”

The language is really bad. If the language is corrected to be at least somewhat readable, it could look like this:

“CAUTION! Before insertion of the perforated drum O-rings, they have to be greased. For greasing use rape-oil or Vaseline which does not do harm to the EPDM-O-rings.”

Okay, now that is better, but not good by any stretch of the imagination. There is mention of rape-oil or Vaseline and of insertion. What is going on?

What is meant is that these O-rings should be lubricated with rape-seed oil (the oil from this yellow flower that graces the landscape during certain times of the year) or Vaseline before they are installed. As such, the following would seem like a good solution:

“Before installing the perforated drum O-rings, they need to be lubricated. Lubrication should be done with either the oil of rape-seed or with Vaseline. Both substances do not harm the O-rings.”

This example, however, also shows one of the most common mistakes mentioned before: the lack of consistent terminology. First, the parts are called O-rings and then EPDM-O-rings. I don’t know what EPDM means, and most readers won’t know it either. Always be careful with abbreviations! Don’t assume that they are known.

If the fact that these are EPDM O-rings rather than ordinary rubber O-rings is important, something must be said about it. For example:

“Before installing the perforated drum O-rings, they need to be lubricated. These rings are made from EPDM, which is... These O-rings should be lubricated only either with the oil of rape-seed or with Vaseline. Both substances do not harm these O-rings, but mineral oil greases and/or all purpose greases harm these O-rings and lead to their premature failure.”

This might not be perfect, but it is a whole lot better than what they had originally.

7. Forget the metric system. During one of my lectures, some German engineer wise guy once interjected that the metric system (also called the international system of weights and measures, or SI system) is, and has been for decades, the legal system for measurements in the United States. My reply: “Who cares?” Only a miniscule percentage of the population is aware of this fact, and even fewer people use the metric system. I agree that the metric system makes more sense, with its 10-unit structure, rather than the kind of irrational units of measurement like 12 inches making up a foot, 3 feet making up a yard, or 16 ounces making up a pound. I agreed that what we do in America seems stupid, but this is what it is. Get used to it. The metric system (alone) is useless in the United States.

If someone lists technical data in inches, feet, pounds, psi, or in SAE (Society of Automotive Engineers) units, that is okay. If the manufacturer wants to list both SAE and metric units, the metric units should be in parentheses—34 inches (864mm). Giving any measurements or technical data in metric units only is wrong. The manual will be defective because most Americans won’t understand what is meant.

Some people get this concept, others don’t. But even those who understand it often use SAE units blindly. A machine is 3.5 meters long. This is 3,500 millimeters. Now the manual reads: length: 137.80 inches. While this might appear to a foreigner to be a correct statement of the machine length, even to 1/100 of an inch, it is, for most situations, a useless and very dangerous way of conveying information. People know how long 20 inches is, or they can readily picture a desk being 30 inches high, but once the measurements exceed the height of a person, most people can’t quickly do the necessary math. Therefore, the measurement has to be communicated in a different form, one they can easily swallow, like 3.5 meters = 11 feet and 5¼ inches. Why does this have to be done this way? Because it is totally foreseeable that the person who reads 137.80 inches does not have a quick understanding of how long this really is and will make mistakes trying to do the mental math.

8. Sufficient warnings based on the latest standards must be given.
This is a subject of great confusion. At the time of this writing (early 2006), there is no ANSI standard (yet) that addresses the warnings that are to be used in product manuals and other collateral materials (how they have to look, what they have to convey, etc.). Things are, however, starting to happen. There is a standard in the works that is expected to be published in 2006: ANSI Z535.6 Product Safety Information in Product Manuals, Instructions, and Other Collateral Materials.

This standard will apply to all manuals and other collateral materials for products sold in the U.S., with the exception of those products for which specific standards already exist. Even though an ANSI standard is not law per se, and not binding like the laws enacted by the legislature on all levels (federal, state, and municipal), it can be expected that ANSI Z535.6 will become the yardstick that is used to judge the sufficiency of warnings in manuals and collateral materials.

ANSI Z535.4 Standard for Product Safety Signs and Labels, which governs labels that are to be affixed to the actual products and other related materials, has evolved into the standard that is used to judge the sufficiency of labels on products. The new ANSI Z535.6 standard might reach the same status with regard to warnings contained in manuals and collateral materials, since no standard addressing this topic has existed before. Up to now, by necessity, manufacturers designing the warnings for their manuals often looked to ANSI Z535.4 Standard for Product Safety Signs and Labels for guidance. In 2006, the new standard will fill a real void, and might quickly become the bible on the subject.

As a lawyer, I have to say that anybody who is involved in creating, designing, or translating manuals or other collateral materials for products to be sold in the U.S. must become familiar with and follow the new standard upon its publication in 2006. The new standard, like other standards, sets minimum requirements. Non-compliance with the standard will almost invariably lead to liability if this non-compliance can be causally connected to any injury or damage the plaintiff suffered. On the other hand, compliance is no guarantee against lawsuits. As I just stated, the standard sets minimum requirements, so creative lawyers will undoubtedly argue that the manufacturer should also have put X, Y, or Z into the manual. Since the new standard is still being developed, there can be no detailed discussion yet, but a quick overview is possible.

In general, ANSI Z535.6 tries to follow ANSI Z535.4 and the other ANSI Z535 standards. It addresses written materials, be it manuals,

| Table 1 |

<table>
<thead>
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<th><strong>Danger:</strong> Indicates a hazardous situation that, if not avoided, will result in death or serious injury. This signal word is to be limited to the most extreme situations.</th>
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<th><strong>Warning:</strong> Indicates a hazardous situation that, if not avoided, could result in death or serious injury.</th>
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<th><strong>Caution:</strong> Indicates a hazardous situation that, if not avoided, may result in minor or moderate injury. It may be used to alert against unsafe practices.</th>
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<td>Color: Yellow</td>
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<td>Lettering: Black</td>
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<th><strong>Notice:</strong> Indicates a property damage message. This signal word shall not be used with a safety message. The safety alert symbol shall not be used with this signal word.</th>
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pamphlets, or other collateral materials, and its goal will be to:

- Address the applicability of elements of the other ANSI Z535 standards to manuals and other collateral materials;
- Establish a uniform and consistent layout for safety information;
- Minimize the proliferation of differing designs for safety information;
- Establish a national uniform system for the recognition of potential personal injury hazards;
- Help manufacturers in providing safety information in their written materials; and
- Promote the efficient development of safety messages in manuals and other collateral materials.

The new Z535.6 Standard acknowledges what I have been preaching for many years: continuity and uniformity. When, for example, Z535.6 would clash with other laws or regulations (like certain formats mandated by law to be used for warnings), then Z535.6 non-compliant warnings may also be used in the same document in places where no such clashes occur, just for the sake of having uniformity, because they help convey safety messages in a consistent fashion.

The colors for warning labels are as mandated in ANSI Z535.1 – 2002, but ANSI Z535.6 also provides guidance for black and white printing, which is, of course, how the vast majority of all manuals are printed. The text of the warnings is likely to deviate slightly from ANSI Z535.4 and is expected to be as given in Table 1 (of course, with changes being possible before the standard is actually published).

In contrast to ANSI Z535.4, which mandates the use of the signal word CAUTION without the triangular warning sign in cases where the warning only pertains to possible property damage but not to any risk of personal injury, ANSI Z535.6 (at least in its current preliminary state) requires the signal word NOTICE for situations where the warning is only related to property damage.

Whether or not this discrepancy to ANSI Z535.4 will make it into the final standard by the time it is published remains to be seen.

The signal words DANGER, WARNING, CAUTION, and NOTICE will only be used based on their definition. So, if someone wants to warn that a lid might pinch the fingers, DANGER is wrong. Instead, CAUTION should be used.

The standard divides the safety messages into four groups (supplemental directives, grouped safety messages, section safety messages, and embedded safety messages) and gives guidelines, including how and when these messages should be used, how the warnings should look, and where the warning sign is to be located.

While any detailed discussion has to be postponed until after the actual publication of the standard, it is to be expected that the standard will mandate and/or recommend that all safety information identify the hazard, give information on how to avoid the hazard, and provide information about the likely consequences if the hazard is not avoided. This would be in harmony with ANSI Z535.4.

**Conclusion**

The long and short of the story is that missing or false warnings and instructional defects, if they can be linked causally to any injury or damage, can provide a much easier way for attorneys to make product liability claims, win a lawsuit, or reach a settlement than proving an actual defect in a product.

With a new standard for safety information in manuals now on the horizon, it becomes more important than ever for everybody involved with the production of manuals and collateral materials to be aware of the mandates and to adhere to them, or to get expert advice if they are unclear on any point.

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**Attention**

Korean Language Translators and Interpreters!

A special interest group has been formed to explore the possibility of establishing a Korean Language Division within the American Translators Association. If you are interested, please subscribe to the discussion listserv by sending an e-mail to: ata-Korean-subscribe@yahoogroups.com.

*Note: You must be an ATA member to belong to any of its divisions.*
Success by Association!
Spotlight on the Northern California Translators Association

ATA chapters, affiliates, and local groups serve translators and interpreters in specific geographic areas. They provide industry information, networking opportunities, and support services to members on the local level, and act as liaisons with the national association. The following is designed to serve as a quick informational resource highlighting the valuable contributions these organizations are making to the association and the profession as whole.

This month’s column was compiled by Tetu Hirai, membership director of the Northern California Translators Association. Questions regarding NCTA can be directed to thirai@sbcglobal.net or ncta@ncta.org.

Why do translators and interpreters join NCTA?

• To create new opportunities for getting more or better assignments.
• To keep informed of the latest developments in the industry.
• To learn how to work more effectively with various tools and to network with colleagues.

Who’s your typical member? or What kind of members join NCTA?

Linguists who are interested in meeting colleagues and staying informed about the industry. (Contrary to what our name might imply, our members aren’t limited to just Northern California, but include those living in other parts of the U.S. and in foreign countries such as France, Brazil, and Japan.)

What are NCTA’s membership benefits?

• Online and telephone referral service to help clients and agencies make contact with our linguists in our database for possible work opportunities (our online database is searched about 80 times per business day).
• Quarterly journal, Translorial, that keeps members informed about the latest trends, tools, tips, and news in the industry.
• Electronic mailing lists that allow you to get information on job offers and post questions regarding such issues as terminology, agencies, and software programs.
• Quarterly meetings with general-interest programs and networking sessions.
• Workshops on more specific topics, such as getting started in translation and interpretation, software localization, linguistic quality assurance, legal translation, literary translation, ATA’s certification exam, and TRADOS. Many of these workshops allow our ATA-certified members to earn ATA continuing education points.
• Social events in the San Francisco Bay area.

What do you like best about NCTA?

The chance to communicate with fellow linguists online via the listserv mailing lists and in person at various events.

What NCTA achievement are you most proud of?

Establishing a medium for linguists and clients to make contact with each other, and for linguists to offer each other advice and encouragement. There’s so much we can gain from helping each other, and the NCTA offers a valuable way of doing just that.

Why did you volunteer to work for NCTA?

To give back to the NCTA. I was able to make contact with and get great work from two agencies within a month after joining the NCTA, so I wanted to show my appreciation and help other linguists benefit from this organization.

Where to from here? or What’s on the horizon for NCTA?

We want to continue to serve the translation and interpretation community and get feedback from our members so we’ll be able to identify their changing needs and tailor our services to meet those needs.

Quick Facts

• Acronym: NCTA
• Established: 1978
• Mission: To promote the recognition of translation and interpretation as a profession, and improve the standards and quality of translation and interpretation.
• Area served: Northern California (although anybody can join as members)
• Number of members: 523
• Meetings: Quarterly
• Newsletter: Translorial (quarterly)
• Website: www.ncta.org
• Phone/Fax: (510) 845-8712
• E-mail: ncta@ncta.org
• Mailing address: P.O. Box 14015 Berkeley, CA 94712-5015
Fluctuating Workloads

This month, we will address the question of fluctuating workloads. There is a certain “feast or famine” factor in self-employment and freelancing, but a strategic approach can help define priorities and ultimately yield greater efficiency and satisfaction.

Question: I have been an active freelance translator for more than seven years. For the most part, my workload is steady, even though every now and then I hit a “dry patch.” Occasionally, I have more to do than I can handle, but I am afraid to turn the work away because I worry that agencies or clients will look for another translator, and then I won’t have any work. During those periods, I am overworked, I shout at my kids, and work until I am completely exhausted. I have thought of outsourcing some of the assignments, but don’t know how. Your advice would be much appreciated.

Tired in Kansas

Answer: The situation you describe will be familiar to every self-employed translator. It is very difficult to strike a balance between overloading yourself to the point where the quality of your translations begins to suffer, and worrying that the phone will never ring again. Here are a few suggestions.

First of all, outsourcing is unlikely to solve your problem. Remember that your reputation for quality work is your greatest asset: you should never outsource assignments from a translation agency to other translators without the agency’s explicit approval. If you are working for private clients, it would be appropriate to let them know when you cannot complete an assignment on your own. It often takes a lot of effort to adapt another translator’s choice of style to your own, so in the end you may not save any time after all.

A full work schedule is the best possible advertising for your business, and demonstrates your success. So take a deep breath and say the magic word (“No”). A steady workload over seven years proves that your customers appreciate your work, and that they are willing to send you more in the future even if you’re not available right now.

As a long-term time management strategy, resolve to limit yourself to a certain amount of work you can manage every week, and politely decline the rest. This will give you the peace of mind and confidence to produce the quality you are satisfied with.

It may also be time to take a critical look at your clientele. Are there some customers you prefer to work for? Why? Do they pay better, or offer feedback that lets you learn more?

Conversely, are there other clients who are constantly imposing unreasonable deadlines or paying lower rates? Are they really worth neglecting your family for? Don’t be afraid to “fire” the customers you don’t enjoy working for, and to pick the projects that are enjoyable and comfortable for you. In time you will find that you prefer certain types of texts or subject areas over others, and your work satisfaction will improve as you begin to specialize in a certain direction and turn down work that doesn’t meet your criteria.

Finally, try to lose your fear of the “dry patches.” Consider them an unexpected short vacation and enjoy them. You could play with your kids, meet a friend for lunch, or do all the work-related chores that get pushed aside when you’re too busy translating: update your resume, revise your online directory profile, download that software patch, and catch up with the bookkeeping. Who knows, you may have so much fun that you’ll look forward to the next dry patch!

Send your questions about the business of translation and interpretation to ATA Chronicle—BPEC Q&A; 225 Reinekers Lane, Suite 590, Alexandria, VA 22314; Fax (703) 683-6122; E-mail: businesspractices@atanet.org.

ATA members can also discuss business issues online at the following Yahoo! group:
http://finance.groups.yahoo.com/group/ata_business_practices
You will need to register with Yahoo! (at no charge) if you have not already done so, and provide your ATA member number in order to join the group.
We are getting close to the end of the first reporting cycle for Continuing Education (CE) points. If you earned your certification in 2004 or earlier and you will not reach age 60 by 2007, you are expected to earn 20 CE points by the end of 2006. In 2007, you will be asked to submit the completed CE Record you received with your certificate as well as any documentation necessary to support those points.

Since there are over 2,000 certified members, requests for reporting points will be sent out incrementally during the year. Because this is the first time we have all had to go through this process and some members are still trying to sort it all out, we will offer a one-time extension of six months to people who need a few more points. If you have been caught short, you can apply for a six-month extension of the deadline by contacting Terry Hanlen, terry@atanet.org by yearend 2006 for the appropriate form.

It is important to remember that there are a number of relatively inexpensive ways to earn CE points that do not require traveling to an ATA sponsored conference or educational seminar. Local chapters of ATA and other local groups offer educational seminars and other learning opportunities throughout the year. If you do not already belong to a local chapter or group, please go to the link on our website, www.atanet.org/bin/view.pl/12789.html, to find the group nearest you. Some universities, colleges, and junior colleges offer translation-related courses online or onsite that are eligible to earn points. If you work in a specialty area, there are often professional organizations that offer training courses relevant to your area of expertise. SCORE, the Service Corps of Retired Executives, has 389 local chapters from Maine to Hawaii, and offers low-cost business seminars, as well as free advice to entrepreneurs. For more information, visit www.score.org. Local Chambers of Commerce are another source of CE points for seminars intended to help you run your business better. See your state Chamber of Commerce’s website for a listing of local chambers. Don’t forget to look for International Chamber of Commerce events in your area as well. The ATA now offers CD-ROMs containing presentations from the 2005 Financial Conference and a DVD-ROM from the recent ATA Annual Conference in Seattle. Each CD/DVD contains over 20 hours worth of material, and each can earn you 10 CE points.

There are other ways to earn CE points that do not require significant expenditures of money. For example, you could help promote the translation and interpretation professions by giving school outreach presentations at local colleges and high schools. For more information, go to www.atanet.org/ata_school/welcome.htm. You can also participate in ATA’s mentor/mentee program. To find out more, go to www.atanet.org/Mentor. You can submit articles to your local chapter or division for their newsletters. You can submit articles to The Chronicle by contacting the editor at jeff@atanet.org. Publication of relevant articles in other journals or media may also be submitted for CE points. If you are already ATA-certified, you can offer to become a grader for the Certification Program by contacting me at terry@atanet.org.

And, it is particularly important to remember the easiest points to earn in our system. You can earn two points in a three-year reporting period by maintaining your ATA membership or a membership in a chapter or professional association related to your translation work. And all certified members are required to earn one point by completing an ethics course, either online or by signing up for one of the approved courses offered at ATA’s Annual Conference or for other approved ethics courses.

The ATA Board of Directors recently charged the Continuing Education Requirements Committee with conducting a general review of the CE requirements with a specific focus on the maximum CE points that can be earned in each point category. The committee will report its findings and proposals at the April Board meeting. If you have any suggestions on expanding or improving the points structure, please send them to cercomm@atanet.org.
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New Orleans Louisiana
November 1-4, 2006

Plan now to exhibit at the American Translators Association’s 47th Annual Conference in New Orleans, Louisiana, November 1-4, 2006. Exhibiting at the ATA Annual Conference offers the best opportunity to market your products and services face-to-face to more than 1,300 translators and interpreters in one location. Translators and interpreters are consumers of computer hardware and software, technical publications and reference books, office products, and much more. For additional information, please contact Matt Hicks, McNeill Group Inc.; mthicks@mcneill-group.com (215) 321-9662, ext. 19; Fax: (215) 321-9636.

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April 28-30, 2006
New York, New York, Hotel and Casino Las Vegas, Nevada
Conference details and registration available online at : www.ata-divisions.org/PLD www.ata-divisions.org/SPD
Dictionary Reviews

Compiled by Boris Silversteyn

Silversteyn is chair of the ATA Dictionary Review Committee.

Wörterbuch für Recht, Wirtschaft und Politik
Dictionary of Legal, Commercial, and Political Terms
Part II
German-English
5th Edition

Authors:
Clara-Erika Dietl
Egon Lorenz

Publisher:
C.H. Beck

Publication date: 2005
Number of Pages: 899
Price: €148
ISBN: 3-406-48067-5

Reviewed by:
Bruni Johnson

As the publisher states in the introduction to the dictionary:

C.H. Beck/Vahlen, in its 5th Edition, Part II of the dictionary has been revised and brought up to the state of the art. Important materials for the updates were derived, in particular, from the new bankruptcy law and the new landlord and tenancy law, as well as from new developments in the legal areas of the financial, banking, and exchange systems, financial services, and corporate law. Obsolete terminology has been eliminated to a great extent, if not required for historical purposes.

The dictionary does not merely provide translation of the terms, but also includes explanations of British and U.S. terminology, and terms are always shown in reference to their area of application. If no corresponding term could be ascertained in English, because of the different legal systems, equivalent translations are offered. Numerous notations, explanations, and comments explaining the different legal systems help the user in his/her search.

Physical Construction: The binding of Beck’s Dictionary of Legal, Commercial, and Political Terms, like other volumes from this publisher, is excellent. With reasonable care, these dictionaries can serve a lifetime, not only in terms of their physical stamina, but also with respect to content. Entries are easy to follow and clearly categorized.

Content: Parts I and II of this dictionary, both past and present versions, are excellent, albeit not all terms can be found. Thus, other dictionaries and resources are sometimes necessary for additional references and clarification. However, it would be too much to ask to have an exhaustive dictionary that includes all aspects of the legal, commercial, and political arenas, especially considering the ongoing developments within the European Communities and languages at large.

What I like very much: Explanatory comments are given in English and German. One nice feature is the citations of many German laws in the footnotes, which makes it easier to find the source laws that are listed.

Obviously, I did not read the entire dictionary. This review, intended for translators in the U.S., represents only a selection of some terms of general interest drawn from the online discussion list of ATA’s German Language Division, my own work, and from conferences and seminars I have attended.

Critique: British English still takes precedence in this volume, and in most instances these terms, particularly those carried over from prior versions, are listed first. However, the order of entries is not consistent throughout, with British entries sometimes being listed first and other times second. This creates some confusion, since U.S. English entries are not always clearly marked with the Am. abbreviation. Although the dictionary generally classifies areas of application—the abbreviations of the specializations are listed in the front of the dictionary—these areas are not provided for every entry (e.g., StrafR = criminal law; MMF = Markt- und Meinungsforschung; etc.). There are many instances where, when no equivalent of a term could be found, the explanation of the German concept is missing. Hence, users may need to verify terms, regardless of their knowledge of German and U.S. legal systems.

The dictionary revisions are also not as thorough as anticipated, and the U.S. terminology is not always appropriate. The number of commercial terms is somewhat negligible (e.g., Gestattungsvertrag – Dietl: no entry; Hamblock: license). Furthermore, legal terminology sometimes differs from state to state in the U.S., and I believe that should have been more thoroughly investigated or so stated.

Abbreviations: Quite extensive.

What I found that is new: Entries regarding the European Communities...
Table 1: Financial/Banking/Commercial

<table>
<thead>
<tr>
<th>Dietl/Lorenz</th>
<th>Other Sources/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indexanleihe</td>
<td>index-linked loan (or bond issued)</td>
</tr>
<tr>
<td>hybride Wertpapiere</td>
<td>no entry</td>
</tr>
<tr>
<td>Quotenaktie</td>
<td>→nennwertlose Aktie = no par value share</td>
</tr>
<tr>
<td>Skontoführer</td>
<td>no entry</td>
</tr>
<tr>
<td>Zwei-Säulen Strategie</td>
<td>no entry</td>
</tr>
<tr>
<td>Stückaktie</td>
<td>no entry</td>
</tr>
<tr>
<td>Europa AG</td>
<td>→Europäische Aktiengesellschaft (EAG) (geplant)</td>
</tr>
<tr>
<td>Fazilität</td>
<td>no entry</td>
</tr>
<tr>
<td>Romain: index-linked loan</td>
<td></td>
</tr>
<tr>
<td>Marion Schreiber*: früher Kursmakler [confirmed in Creifelds, see Kursmakler]</td>
<td></td>
</tr>
<tr>
<td>Schreiber*: Grundkapital geteilt durch Anzahl der ausgegebenen Aktien</td>
<td></td>
</tr>
<tr>
<td>With a sufficient explanation. As to “planned”—was it not introduced already in October 2004?</td>
<td></td>
</tr>
</tbody>
</table>

*Marion Schreiber, formerly of the Institut für Fremdsprachen und Auslandskunde bei der Universität Erlangen-Nürnberg, revised the 8th edition of Wirtschaft im Überblick by Dr. Isolde Friebel.

have been updated. For example, Stammkapital (share capital; nominal capital; Am. capital stock) einer Gesellschaft has been revised to reflect the Euro amount, but still lists the entries from previous versions of the dictionary. This occurrence is not limited to references for Deutsche Mark. The bilingual comments on the Europarat (Council of Europe—CE) were updated with a list of the additional countries. Some new entries include: Europäische Menschenrechtskonvention (EMRK) = Convention for the Protection of Human Rights and Fundamental Freedom; Europäischer Gerichtshof (EuGH).

What I did not find: Reference to the introduction of the Bachelor- und Master-Ausbildungsgang in Germany. And I am still not quite enlightened as to the difference between Letztwillige Verfügung (disposition on death; testamentary disposition; [last] will) and Testament (will; [last will and] testament). Although a trivial crime, I found Kavaliersdelikt only in the Langenscheidt e-dictionary. Other examples of missing translations: Landesjustizminister. Eigentumsfiktion (HGB §372).

What I found superfluous: Why list words such as Raumtransporter = Raumfähre? Why not list “Space Shuttle” right away, a term that is used both in German and English? Why are there entries such as Erdnuss (maybe a slight political connotation)—I don’t see the necessity for this in a legal dictionary. The same applies to Stadtrundfahrt or Glückwunschkarte, translated as congratulatory card (Am.). Dumpingpreis is listed, but not Due Diligence, Joint Venture, or Governance, and other terms which have been adopted as acceptable legal/commercial terms in German.

Individual Term Search
All answers/comments refer to U.S. English Usage (Am.). (See Tables 1 and 2.)

Conclusion
Overall, this is one of the most appropriate, extensive, and reliable legal dictionaries available for U.S. translators. I rely almost solely upon this resource, especially when I have little time available to search elsewhere. Most translators, attorneys, and businesspersons may find this dictionary extremely useful.

It would be nice to have the credits of all expert reviewers included in this publication.

Continued on p. 44
<table>
<thead>
<tr>
<th>Table 2: Legal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Schriftsatz</strong></td>
</tr>
</tbody>
</table>
| Pleading, written statement of the case; *Am.* brief; *(dem Intern. Gerichtshof vorgelegter Schriftsatz)*, memorial | **Romain**: brief, written pleading.  
**Reviewer**: The above rendering is short and appropriate. A more common *Am.* usage: memorandum rather than memorial.  
**Creifelds**: Schriftsätze (plural) können im Prozeß vorbereitend oder bestimmend sein; kündigen einen Vortrag für die mündliche Verhandlung an. |
| **Schriftsatz; Einreichung e-s …**                                            | Delivery of a pleading | **Romain**: to file a brief, to submit a written pleading.  
**Reviewer**: Romain uses the common *Am.* usage. |
| Klageerwiderung → Klagebeantwortung                                           | *Am.* answer to a complaint | **Romain**: Klageerwiderung = answer, statement of defense; refers, under Klagebeantwortung, to the answer to a complaint (without indicating *Am.*).  
**Reviewer**: *“Answer to a complaint” is common Am.* usage. |
| Klagebegehren                                                                | Plaintiff’s claim; prayer for relief; relief sought | **Reviewer**: This is common *Am.* usage. |
| Gütestelle                                                                   | settlement authority | **Reviewer**: This is common *Am.* usage. |
| Rechtsmittel                                                                  | appeal; (im weitesten Sinn) remedies | **Romain**: right of appeal, resort to a higher court/authority.  
**Reviewer**: Both represent common *Am.* usage. |
| Rügeschrift Rügeverfahren                                                     | no entry |  |
| **Berufung**                                                                  | appeal (on questions of fact and law) (*→Revision*) | **Note**: As per Marks/Gundel*:  
Berufungsgericht überprüft heute in der 1. Instanz auf Rechtsfehler. B. ist das Rechtsmittel, das grundsätzlich gegen die Urteile des ersten Rechtszuges gegeben ist.  
**Creifelds**: Die B. eröffnet im Gegensatz zur Revision an sich eine neue (zweite) Tatsacheninstanz [d.h. neue Tatsachen dürfen eingeführt werden]. Im Zivilprozess ist die B. in erster Linie Instrument der Fehlerkontrolle und -beseitigung.  
**Reviewer**: The notation *“on question of fact and law”* should always be added in a translation. |
| Revision                                                                     | appeal on question of law only (*→Berufung*) |  |
| Beschluss                                                                    | decision, resolution; *(gerichtl. Entscheidung, die nicht Urteil ist)* (court) order, ruling, decision | **Reviewer**: An excellent distinction. |
| Urteil                                                                       | *(Zivilprozess)* judgment; *(Strafprozess)* sentence, judgment *(→Strafurteil)* *(behördl. od. gerichtl.)* order, decree, etc. | **Reviewer**: An excellent distinction. |
| Verfügung 1.                                                                 |  |  |
| Rechtskräftiges Urteil                                                       | final judgment (not subject to appeal) | **Reviewer**: This is the only plausible translation. |
| Landgericht                                                                  | regional court; district court | **Reviewer**: It should be noted that the district courts in the U.S. are under federal jurisdiction. As such, listing district court here is inappropriate and confusing. A better translation is regional state court of first instance. |
| GmbH                                                                         | limited liability company—*Am.* (etwa) close corporation | **Reviewer**: Should remain GmbH, but if a translation is required, an explanation of the corporate structure is appropriate. Although limited liability company (lower caps) and (etwa) close corporation can be used.  
**Creifelds**: Kapitalgesellschaft, in mancher Beziehung aber wie eine Personengesellschaft ausgestaltet.  
**Reviewer**: This unique (somewhat hybrid) structure of a GmbH could be the reason why there is still confusion as to the translation of *Gesellschafter*. Should it be owner/member/partner? Is the Geschäftsanteil a share or interest in? [See next entry for further discussion.] |

*Marks/Gundel, Institut für Fremdsprachen und Auslandskunde bei der Universität Erlangen-Nürnberg, during one of their lectures for translators at the Institute in Erlangen, Spring 2005.*
<table>
<thead>
<tr>
<th>Dietl/Lorenz</th>
<th>Other Sources/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gesellschafter (Personengesellschaft)</td>
<td>partner, member of a partnership</td>
</tr>
<tr>
<td>Gesellschafter (Kapitalgesellschaft)</td>
<td>shareholder, Am. stockholder</td>
</tr>
<tr>
<td>Geschäftsanteil</td>
<td>share in a GmbH; (equity interest in a GmbH)</td>
</tr>
</tbody>
</table>

**Reviewer:** I received the following comments from two international attorneys on 10/25/05.

**U.S./German Attorney 1:** Because the GmbH has its own unique structure and history, it is quite inappropriate to translate *Geschäftsanteil* as “share”; there are no “share certificates.” He refers to it as “ownership interest.” The *Gesellschafter* is not a true shareholder, and he refers to same as “owner.”

**German/U.S. Attorney 2:** He states that the official term for *Gesellschafter* that is used in law schools, as well as at his international law firm, is “member.” This is in keeping with the introduction of the Delaware Limited Liability Company Act, Delaware being the dominant state for corporate law in the U.S. (The U.S. LLC is similar enough in structure so as to use its terminology for GmbH.) *Geschäftsanteil* is “limited liability company interest,” but it is also referred to as membership interest.

**Both attorneys** emphasized that the translation of *Gesellschafter* as “shareholder” is incorrect.

**Reviewer’s Suggestion:** Dietl, its experts, and the translation community should sit down together and find one commonly used translation. I have used both versions in the past.

<table>
<thead>
<tr>
<th>Umsatzsteuer</th>
<th>turnover tax, Am. (für bestimmte Waren); excise tax</th>
</tr>
</thead>
</table>

**Reviewer:** Common Am. usage: sales tax, excise tax. Turnover is definitely British.

**Creifelds:** Die U. wird auch als Mehrwertsteuer bezeichnet, da im Ergebnis nur der unternehmerische Mehrwert, d.h. der Unterschied zw. Eingangs- und Ausgangsleistung erfasst wird.

<table>
<thead>
<tr>
<th>Mehrwertsteuer</th>
<th>value-added tax (→Umsatzsteuer, Vorsteuer [= input tax])</th>
</tr>
</thead>
</table>

**Wikipedia:** Begriffsklärung: Im deutschen Sprachgebrauch wird seit der Einführung des Mehrwertsteuersystems 1967 der Ausdruck “Umsatzsteuer” gleichbedeutend mit Mehrwertsteuer verwendet. Mehrwertsteuer bedeutet, dass nur die Wertschöpfung, also der Mehrwert mit Umsatzsteuer belastet ist.

<table>
<thead>
<tr>
<th>Wertsicherungsklausel</th>
<th>stable value clause; index clause; escalator clause</th>
</tr>
</thead>
</table>

**Black’s Law Dictionary:** Lists only “escalator clause”: contract provision that increases or decreases the contract price according to changing market conditions, such as higher or lower taxes or operating costs. Also: escalation clause; fluctuating clause.

**Wikipedia:** An “escalator clause” is a clause in a lease or contract that guarantees an increase in the agreement price once a particular factor affecting the value, which is beyond the control of either party, has been determined.

<table>
<thead>
<tr>
<th>Gleit-, (Preis-, Lohn-) klausel</th>
<th>escalation (Am. auch escalator) clause, index clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indexklausel</td>
<td>(Wertsicherungsklausel) index clause; (Gleitklausel) escalator clause</td>
</tr>
</tbody>
</table>

**Reviewer:** Not in this or previous editions of Dietl, but listed in Creifelds.

**Black’s Law Dictionary:** saving clause.

<table>
<thead>
<tr>
<th>Nachkomme Nachkommenschaft</th>
<th>descendant, issue</th>
</tr>
</thead>
</table>

**Reviewer:** Oftentimes overlooked: issue (lineal descendant, offspring).

<table>
<thead>
<tr>
<th>pauschaliter Schadensersatz</th>
<th>no entry</th>
</tr>
</thead>
</table>

**Dafür:** pauschalieren = fix in a lump sum. Thus, one may assume: damages paid out in a lump sum.

<table>
<thead>
<tr>
<th>Selbstorganschaft</th>
<th>no entry</th>
</tr>
</thead>
</table>

**Von S. spricht man, wenn die Geschäftsführung durch die Gesellschafter einer Gesellschaft wahrgenommen wird (input by Ted Wozniak, translator, on the gldlist as per: www.lexexakt.de/glossar/selbstorganschaft.php) See also Creifelds.
I wish to thank W. David Braun, Esq. of Gardner Carton & Douglas, and Marcel Valenta, Esq. of Baker & McKenzie.

Bruni Johnson has translation and interpretation degrees from Germany and a U.S. associate’s degree in law. She has been translating and interpreting on a freelance basis for 30 years. Contact: bruni@voyager.net.

Merl Bilingual Law Dictionary
Diccionario jurídico bilingüe
Spanish-English/English-Spanish

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Cuáhtémoc Gallegos
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1-886347-03-4

Reviewed by:
Thomas L. West III

The Merl Bilingual Law Dictionary makes a very good first impression. Far from being a mere word list, it gives definitions and examples of how the terms are used in context. There is much useful information in this book, and Spanish legal translators will certainly want a copy for their libraries. Unfortunately, however, a close inspection of the contents reveals many errors and infelicities that seriously undermine the dictionary’s reliability. These include: 1) translation errors; 2) failure to provide a term; 3) typographical errors; 4) inconsistencies; and 5) failure to identify local usage as such. We will examine each of these problems in turn.

1. Translation Errors

On page 89, “garnisher” is translated as “embragante” and “garnishee” as “embargado.” This is incorrect. In fact, as Ricardo Chiesa so masterfully explained at ATA’s Legal Translation Conference in 2003, there are actually three parties to a garnishment: the creditor or “garnisher” (to whom money is owed); the debtor (who owes the money); and the debtor’s employer (also known as the “garnishee”). In a garnishment (called an “embargo de sueldo” in Spanish), the creditor, also known as the garnisher (embragante), obtains a garnishment writ directing the garnishee (the employer) to garnish the wages of the debtor (embargado). In other words, the employer is the garnishee, not the debtor, but the Spanish word “embargado” refers to the debtor, not to the garnishee. Therefore, as Chiesa points out, the correct Spanish translation of “garnishee” (the employer) is “tercero poseedor de la cosa embargada” because in Spanish the “embargado” is the debtor, not the garnishee.

On page 94, “hereunder” is translated as both “en el presente” and “más abajo.” This is very misleading because “hereunder” is almost never used to mean “below” (más abajo) in contracts (which simply use the word “below” to mean “further down in this document”). The correct translation of “hereunder” is “en el presente,” not “más abajo.”

On page 108, “presiding judge” is translated as “juez presidiendo un tribunal.” Spanish grammarians criticize this use of the gerund as an adjective as a Gallicism, and insist that the correct Spanish is “juez que preside un tribunal” (see, for example, Gili Gay, Curso superior de sintaxis española, page 195: “es contrario a la naturaleza del gerundio español su uso como atributivo”). However, even if we accept this use of the gerund, the presiding judge is more commonly called “el presidente del tribunal” in Spanish. Other examples of this questionable use of the gerund are found on page 140 (“auto declarando el sobreseimiento”) and page 124 (“mandamiento devolviendo los autos y ordenando que se cumpla lo resuelto”). To be sure, this usage is common in Puerto Rican legal Spanish, but presumably the Merl dictionary is meant to reflect standard usage, not Puerto Rican usage.

On page 110, “juris et de jure” and “juris tantum” are presented in the English-to-Spanish half of the dictionary. However, these Latin phrases are used in legal Spanish, not legal English. Therefore, they should be on the Spanish-to-English side. Moreover, the Merl dictionary translates “juris et de jure” as “of law and from law,” which is simply a literal translation of the Latin words that does not reflect the meaning of the term. This phrase is used in the Spanish term “presunción juris et de jure,” which is called an “irrebutable presumption” in English, as opposed to a “presunción juris tantum,” which is a “rebuttable presumption” in English. In general, the author appears to be confused about legal Latin, wrongly assuming that the set of Latin phrases used in legal Spanish is the same as the one used in legal English, and therefore, suggests...
“respondeat superior” as a Spanish translation of “respondeat superior” (page 166), even though this phrase is not used in legal Spanish.

On page 117, “leave of absence” is translated as “licencia sin goce de sueldo,” but this Spanish term means “unpaid leave of absence.” There are paid leaves and unpaid leaves, and it will not do to use one term to translate both. A “leave of absence” is simply a “licencia.”

On page 119, “vicarious liability” is translated as “responsabilidad por terceros,” but the precise term in Spanish is actually “responsabilidad por hechos ajenos” or “responsabilidad por hechos de terceros.”

On page 121, “loan shark” is translated as “préstamo leonino” (which would mean “one-sided loan”), but a loan shark is a person (i.e., prestamista usurero), not the loan itself.

On page 134, “contributory negligence” is translated as “imprudencia temeraria,” which actually means “recklessness,” not “contributory negligence,” which is “culpa concurrente,” “imprudencia concurrente,” or “negligencia concurrente” in Spanish.

On page 158, “proxy battle” is translated as “disputa por el control de los votos de los accionistas de una sociedad,” but “disputa” is almost never used like this in legal Spanish, where the standard term for “dispute” is “controversia.” In any event, I much prefer the translation of “proxy battle” given in Antonio Ramírez’s Diccionario jurídico: “lucha entre facciones de una empresa por obtener representación de accionistas indecisos.”

On page 140, “stock option” is given as “opciones financieras de valores, opciones de valores,” but the standard terms in Spanish are “opción de compra de acciones,” “opción-bono,” or “opción sobre acciones.”

On page 160, a “ready, willing, and able buyer” is translated as “el comprador está habilitado legal y financieramente.” One wonders whether it is possible to be “habilitado financieramente.”

On page 162, the “record” is translated as “actas” in phrases such as “let the record show” (“que se señale en actas”). I would have expected “autos” (not “actas”) in this context.

On page 164, the English term “remainder” is translated into Spanish as “remanencia,” “remaner” and “remainderman” is given as “persona titular de un remainder.” Although it is probably true that “remainder” is not a concept in the laws of Spanish-speaking countries, the author does not explain why he chose to leave this term in English or whether it is common practice to do so.

On page 169, “highway robbery” is translated literally as “robo en carretera,” “robo en despoblado,” but this English phrase is only used figuratively and means that someone is overcharging for something (e.g., “Four hundred dollars for that dictionary is highway robbery!”). The Spanish translations given by Merl incorrectly suggest that the English phrase means “a robbery that occurs on the highway.”

On page 240, “caso de fuerza mayor” is translated as “act of force majeure.” In fact, however, this is called an “event of force majeure” in legal English.

On page 291, “fijación de la litis” and “traba de la litis” are translated as the “pleadings,” but what these terms really mean is “establishment of a case of controversy,” meaning that a lawsuit has now come about and the court can hear it.

On page 302, “improcedente” is translated as “inadmissible,” but Manuel Ossorio’s Diccionario de ciencias jurídicas, políticas y sociales explains that: “La procedencia, en lo procesal, difiere de la admisibilidad, simple oportunidad para que se oiga o se juzgue (aunque no teniendo derecho ni razón), por ajustarse a normas de posible trámite.” In other words “improcedente” means “lacking merit” (no conforme a derecho), not “inadmissible” (which is “inadmissible” in Spanish).

On page 305, “indagación preliminar” is given as the Colombian equivalent of the standard term “indagatoria,” i.e., the defendant’s statement at the initial appearance. In fact, however, indagación refers to the preliminary investigation, not the defendant’s statement, which is known in Colombia as the “indagatoria” or the “declaración injurada.”

On page 315, “jurisprudencia” is translated as: “1) jurisprudence, case law; 2) jurisprudence, science of law.” At least in American English, however, “jurisprudence” is not a synonym of “case law,” and means only the “science of law.” The entry should read: “1) case law; 2) jurisprudence, science of law.”

On page 316, “lagunas del derecho” is translated as “gaps of the law.” The preposition is wrong. It should be “gaps in the law,” and in any event, the more standard phrase is “matters as to which the law is silent.”

On page 403, “tax shelter” is translated as “abriego tributario,” but there is no such term in Spanish. It appears in an IRS English-to-Spanish glossary, but Google turns up no hits for it in real Spanish-language documents.

2. Failure to Give a Term

Sometimes the author translates a term without indicating the
The ATA Chronicle | March 2006

There is a term for this in English: jeopardy.

Aside from the fact that the correct preposition is “to” (“acquiescence to the complaint,” not “acquiescence of the complaint”), there is an equivalent concept in American law: “confession of judgment” (see Javier Becerra’s Diccionario de terminología jurídica mexicana, page 52).

On page 161, “receiving stolen goods” is translated as “estar en posesión de bienes robados,” but there is a set phrase in Spanish: “tráfico de objetos robados.”

On page 330, “ne bis in idem” is translated as “no one can be judged twice for the same facts,” but this rule has a name: “the rule against double jeopardy.”

On page 249, “confesión llana” is translated as “admission of facts alleged by the opposing party,” but there is a term for this in English: “admission against interest.”

3. Typographical Errors

In contrast with the errors discussed above, the typographical errors are few and much less important. On page 232, the “beneficiario de un fideicomiso” is translated as “cest que trust,” but the correct term is “cestui que trust” (see Black’s Law Dictionary). On the same page, “the right to proceed in forma pauperis” is given as “the right to proceed in forma pauperies.” On page 314, “junta de accionistas” is translated as “stockholder’s meeting,” but the apostrophe is in the wrong place. The right answer is “stockholders’ meeting” (or “shareholders’ meeting”). On page 160, “the defense is ready” is translated as “la defensa esta lista para proceder,” but the accent is missing on “está.”

4. Inconsistencies

On page 298, “heredero a título universal” is translated as “universal heir,” while “heredero universal” is translated as “heir to the entire estate.” In fact, these two Spanish terms are synonyms and should be translated the same way. Moreover, “universal heir” is not a term in English. Therefore, “heir to the entire estate” is a much better suggestion.

5. Failure to Identify Local Usage

On several occasions in the dictionary, a term that is used primarily if not exclusively in Mexico is given as the standard Spanish equivalent, without any indication that the term is in fact Mexican. For example, on page 149, “employer” is translated as “patron,” but this is primarily Mexican usage. Other countries use “patrono” and “empleador.” Another example of usage that is exclusively Mexican usage but not marked as such is “desahogo” on page 152: “pretrial evidence” is translated as “desahogo de pruebas previo al juicio.”

The bottom line is that sources need to be verified before they are incorporated into a dictionary. With a lot of editing, a corrected edition of this book could be a valuable resource.

Dictionary Reviews  Continued

Dictionary Reviews  Continued

National Association of Judiciary Interpreters and Translators
27th Annual Conference
May 19-21, 2006

J.W. Marriott
Houston, Texas
Special focus: medical interpreting and translating as it relates to judiciary interpreting and translating
Details: www.najit.org
The Translation Inquirer  By John Decker

Address your queries and responses to The Translation Inquirer, 112 Ardmoor Avenue, Danville, Pennsylvania 17821, or fax them to (570) 275-1477. E-mail address: jdecker@uplink.net. Please make your submissions by the 25th of each month to be included in the next issue. Generous assistance from Per Dohler, proofreader, is gratefully acknowledged.

Always the slowest technological tortoise in the swamp—that was the Translation Inquirer. That is, up until now. I was the guy who always needed widespread and long-term evidence that an innovation was worthwhile before adopting it for my self-employed professional needs. But now a brand-new double screen sits on my desk, and it replaces the clumsy laptop-sitting-next-to-desktop arrangement which, it turns out, ill suits the needs of a translator, to judge by early results.

A double computer monitor, you say? Yes, this is new technology for the translation world, and although it would not be right for me to name the manufacturer or marketer, I will say that the price was right, and that the results are quite spectacular. The source document sits on the left screen, while the target document, the one I am typing, is on the right screen. The cursor leaps from the one to the other with the ease and speed of a young gazelle, right across the one-inch-wide vertical post that separates the screens. Both screens are part of a single structure that fits nicely on the desk, and the screens have a bright, sharp picture. Productivity is up, and I suspect that visual fatigue and the omissions that such fatigue causes have also declined. Yes, omitted words and even short sentences, the occasional bane of my existence, are probably largely a thing of the past because the visual field in the workplace, suddenly much less cluttered, is about as unified as we translators can ever make it. Remember: you read about it here first.

(Abbreviations used with this column: Da-Danish; D-Dutch; E-English; F-French; G-German; I-Italian; Pt-Portuguese; R-Russian; Sl-Slovenian; Sp-Spanish; Sw-Swedish.)

New Queries

(Da-E 3-06/1) Out to the barnyard for this one: a ProZer asks, is “indkøring,” in the phrase “Instruktion bestod overvejende af hjælp til indkøring af malkestald/AMS/karrusel i egen stald,” a reference to starting up the milking parlor or driving the cows into the barn? Or, asks the Translation Inquirer, does this perhaps refer to a third, unsuspected action?

(D-E 3-06/2) “Losse dekking” was found in a Dutch document regarding the assessment of a pension claim. If the claim is not approved, then the assessor can initiate an action himself, such as “het opvoeren van een deelname losse dekking.” Who can help this ProZ user?

(E-F 3-06/3) The term backhaul costs is one that would normally be associated with trucks or trains, so the surprise of seeing it in a telecommunications context is great. But here it is: The wireless network will incorporate a Wireless Base Station that is capable of local cell termination within the cell for reduced satellite backhaul costs. What does it mean, asks a ProZ habitué, and what would be good French for it?

(E-F 3-06/4) How to find a French equivalent for glass negatives, asks a ProZ member, in the following sentence: All Carter’s excavation records and one set of the original glass negatives made by Harry Burton are kept in the Archive of the Griffith Institute in Oxford. Well! The French were the ones who invented photography, so there must be an answer out there somewhere!

(E-Pt 3-06/5) Outrageous, slangy technojargon! But here it is, as encountered by a woman using ProZ, and it must be dealt with: Ergo man is a computer-generated image of a human being. Whatever movements a human can do, ergo man can replicate. Then, when the ergonomically correct envelope has been pushed, a movement is made… It’s the portion in bold print that does not seem to go easily into Portuguese. Who can help?

(E-Sp 3-06/6) This is all about specifications for an energy distribution center. The problem phrase is “The poles are already conditioned and filled with SF6 gas at a pressure of 0.02-0.03 MPa rel. at 20°C. Read the weight by layout.” What about those final three words? And what about the Spanish for them?

(E-Sw 3-06/7) Cardiology rules in this one. A ProZer asks about good Swedish for Monoiliac or bifurcated aorta iliac grafts, a phrase encountered in a patent for a graft for treatment of aortic aneurysms.

(F-E 3-06/8) In a list of exterior characteristics of Second Empire architecture, a Lantra-l denizen found “le bandeau de pierre parcourant l’é-tage,” and the text does not say which floor this is referring to. “Bandeau de Pierre” is probably “stone fascia,” but she was really stuck on “parcourant l’étage.” Any ideas?

(F-G 3-06/9) In a nuclear engineering context, what is the meaning of the bold-print words in this phrase? “Le bâtiment de crise abrite un panneau de repli où l’on trouve sensiblement plus de fonctions que sur les panneaux des CNPE français.” English is acceptable for this one.

(G-E 3-06/10) A Lantra-l user has an Austrian theatrical contract for a non-Austrian artiste that ends with a Steuererklärung in which one line to be completed states:
“auszuzahlendes Honorar (inkl. aller Nk.).” Can anyone suggest what “Nk.” might represent?

(G-I 3-06/11) This one is deceptively simple. Of course, it might not be simple at all: “Haben Sie die ideale Sitzposition eingenommen, dann bilden der obere und untere Teil des Körpers eine Stufenform.” Anyone have a clue about that final word? English will be accepted, although Italian was originally wanted and would be appreciated.

(I-E 3-06/12) A three-word expression, “pianificazione del personale,” caused problems for a ProZ user. It was part of a list: “situazione aziendale, proprietà aziendale, storia aziendale, risultati dell’anno in corso, risultati aziendali complessivi, struttura organizzativa.” What is this financial or business term all about?

(I-E 3-06/13) What sort of legal or commercial office is an “ufficio contrattazione passivva,” asks a ProZer.

Replies to Old Queries

(D-E 1-06/1) (aangaan van rechten): Claire Singleton says she would probably translate this as “the assertion of rights or asserting rights,” although she could not find dictionary evidence to support it.

(F-E 1-06/7) (Nous allons configurer le dépôt de document de notre CMS afin qu’il communique bien avec…): Here, Thomas Hedden asserts that “CMS” apparently is the English abbreviation for Content Management System. “Depot de document” appears to mean document storage, that is, the place where the documents are stored in the CMS.

(R-E 11-05/10) (OIC): In the context of sentences about rights, Dennis Wester simply looked up the abbreviation in his Dictionary of Contemporary Russian Abbreviations, Acronyms & Initialisms by James F. Shipp and Maks A. Rozenbaum that he purchased at the ATA conference in Seattle last November. The obvious choice was объект интеллектуальной собственности, or, translated literally, object of intellectual property. Dennis says obtaining a dictionary like this is another good reason for attending ATA conferences.

(SI-E 1-06/11) (Napotna diagnoza: Lumbalgia in observatione): The phrase at the left, says Marijan Boskovic, is the fully written out equivalent of the heavily abbreviated original query, and means Referring diagnosis: Lumbago under observation (or: being monitored by) the physician. Marijan correctly deduced that “i.o.” was Latin, with “i” meaning “in” or “inter.” It is amazing how medical professionals are able, by use of Latin and abbreviations, to pack a lot of information into a very small amount of actual text. Here, Referral diagnosis covers the patient’s status at the time of a dated referral.

The added qualifier in Latin means that, at the time of referral, the physician was still observing the patient for the initial diagnosis. However, the term neither confirms nor denies the patient’s initial or “incoming” diagnosis, nor does it establish this physician’s definitive diagnosis.

(Sp-E 7-05/11) (rico vacilón): Maria Maldonado says that “vacilón” in this context also means teaser since, according to the song, “give a kiss here and give an embrace there,” has more to do with teasing than hesitating, etc.

It wouldn’t be proper to complete this discussion without a comment from Renato Calderón. This hit him in two ways. First, the dancing side: “Vacilón” has been adeptly coined in Spanish by a music writer to justify the music he wrote. To sum up Renato’s dictionary research, the word is a term used by whoever originated it as an unsteady movement. It applied to that specific dance resembling the Cha Cha. The literary side is found in the Simon & Shuster International Dictionary - English-Spanish-Spanish-English Dictionary: Vacilón - (American Slang) Spree, Party, Shindig.

Thanks to all our contributors. And, look outside right now. If you’re reading this in the northern hemisphere, spring is almost here!

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New England Translators Association
10th Annual Conference
May 6, 2006
Radisson Hotel
Marlborough, Massachusetts
www.netaweb.org

2006 Cambridge Conference Interpretation Course
Refresher Course for Professional Conference Interpreters
August 13-25, 2006
Cambridge, England
www.cciconline.net
Was this the face that launch’d a thousand ships
and burnt the topless towers of Ilium?
— Christopher Marlowe, Doctor Faustus

With this question, Kit Marlowe set the standard for female beauty in the English language, establishing the millihelen as the amount required to launch one ship. But what is the standard for female ugliness? “The face that sank a thousand ships”? No, because that standard was also set by Helen of Troy.

Other paradoxes of the beautiful/ugly dichotomy abound in the English language. Consider “pretty ugly.”

A beautiful woman may be kittenish, but not puppyish, and certainly not a cat or a dog. She may be well upholstered, but never overstuffed.

“A face that can make time stand still” is a compliment. “A face that can stop a clock” is not.

A person seeking to avoid a look that can kill may nonetheless welcome a glance from someone who is “drop dead gorgeous,” perhaps a “blonde bombshell” able to “take one’s breath away” and “make one’s heart stop.”

Sometimes general words indicate beauty, but more specific words indicate ugliness. For example, a beautiful person may be a package, but never a bag; shapely, but usually not any particular shape, be it rounded or angular.

As for males, hunks are handsome. Hulks are not. If male beauty is combined with a boat (one of Helen’s ships?), the best of all possible worlds is obtained, and everything is hunky dory.

But what is the standard measure of male beauty? A valentino? (Presumably, this is the amount required to cause an audience of adoring fans to faint, or perhaps launch a thousand camels.)

And, for both sexes, it is cool to be hot.
ATA Certification Exam Information

Upcoming Exams

California
San Francisco
April 15, 2006
Registration Deadline: March 31, 2006
San Diego
June 24, 2006
Registration Deadline: June 9, 2006

Colorado
Denver
September 16, 2006
Registration Deadline: September 1, 2006

Iowa
Des Moines
June 25, 2006
Registration Deadline: June 9, 2006

Kansas
Overland Park
April 30, 2006
Registration Deadline: April 14, 2006

Louisiana
New Orleans
November 4, 2006
Registration Deadline: October 20, 2006

Massachusetts
Somerville
May 7, 2006
Registration Deadline: April 21, 2006

Michigan
Kalamazoo
April 15, 2006
Registration Deadline: March 31, 2006
Novi
August 5, 2006
Registration Deadline: July 21, 2006

Minnesota
Minneapolis
June 3, 2006
Registration Deadline: May 19, 2006

Nevada
Las Vegas
April 29, 2006
Registration Deadline: April 14, 2006

New Jersey
Jersey City
April 23, 2006
Registration Deadline: April 7, 2006

Ohio
Kent
May 20, 2006
Registration Deadline: May 5, 2006

Tennessee
Nashville
September 10, 2006
Registration Deadline: August 25, 2006

Texas
Houston
May 27, 2006
Registration Deadline: May 12, 2006

Washington
Seattle
April 29, 2006
Registration Deadline: April 14, 2006

Argentina
Buenos Aires
July 1, 2006
Registration Deadline: June 16, 2006

England
Horsham
June 10, 2006
Registration Deadline: May 26, 2006

Italy
Ascoli Piceno
May 27, 2006
Registration Deadline: May 12, 2006

New Certified Members

Congratulations! The following person have successfully passed ATA’s certification exam.

English into Portuguese
Ronaldo Alves de Oliveira
São Paulo, Brazil

Active Membership Review

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

Active
Hailu S. Gtsadek
Washington, DC

Nancy S. Hong
Cerritos, CA

Paul H. Yi
Los Angeles, CA

Corresponding
Andrew G. Bell
Perth, Australia
Upcoming Events

April 8, 2006
Carolina Association of Translators and Interpreters
2006 Annual Conference
College of Charleston
Charleston, South Carolina
www.catiweb.org

April 20-23, 2006
American Translators Association
Translation Company Division 7th Annual Conference
Jersey City, New Jersey
www.ata-divisions.org/TCD

April 28-29, 2006
Mid-America Chapter of the ATA
2006 Symposium
Johnson County Community College
Overland Park, Kansas
www.ata-micata.org

April 28-30, 2006
American Translators Association
Spanish Language Division/Portuguese Language Division
Mid-Year Conference
New York, New York Hotel and Casino
Las Vegas, Nevada
www.ata-divisions.org/PLD
www.ata-divisions.org/SPD

May 6, 2006
New England Translators Association
10th Annual Conference
Radisson Hotel
Marlborough, Massachusetts
www.netaweb.org

May 19-21, 2006
National Association of Judiciary Interpreters and Translators
27th Annual Conference
J. W. Marriott (on Westheimer by the Galleria)
Houston, Texas
www.najit.org

June 23-25, 2006
Iowa Interpreters and Translators Association
2006 Conference
Des Moines, Iowa
www.iitanet.org

November 1-4, 2006
American Translators Association 47th Annual Conference
New Orleans, Louisiana
www.atanet.org

Honors and Awards
See www.atanet.org for details

ATA Alexander Gode Medal
Deadline: May 1, 2006

ATA 2006 Lewis Galantière Award
Deadline: May 1, 2006

ATA 2006 Student Translation Award
Deadline: April 17, 2006

2006 Harvie Jordan Scholarship
Deadline: September 18, 2006

S. Edmund Berger Prize
Scientific and Technical Translation
Deadline: September 18, 2006

American Foundation for
Translation and Interpretation
JTG Scholarship in Scientific and
Technical Translation or
Interpretation
Deadline: June 1, 2006
“The Changing Tides of Translation”

ATA Translation Company Division 7th Annual Conference
April 20-23, 2006

Hyatt Regency on the Hudson • Jersey City, New Jersey

Highlights:

• Thursday evening reception and banquet
• Two days of informative educational sessions tailored to the needs and concerns of translation company owners and managers
• Plenty of time and opportunity for networking, networking, and more networking!
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• Special invitation: Join the ATA Board at their Saturday evening reception
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Advertising, exhibit, and sponsorship opportunities available.
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Online registration coming soon!

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Alexandra Farkas
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If you were certified before January 1, 2004, 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 your certification date.

Points began being offered for activities on January 1, 2004, and newly certified members can begin earning points as soon as they 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 57 and 58 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/occ/ce_online_ethics_component.htm. The Continuing Education Requirements Committee may approve other ethics classes.

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 and CDs from these events. 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 57 and 58 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 57 and 58 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, Déjà 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!

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## 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!

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<td>Name of Sponsor:</td>
</tr>
<tr>
<td>❑ ATA Chapter/Division:</td>
</tr>
<tr>
<td>❑ Other*:</td>
</tr>
<tr>
<td>*Approval for non-ATA-sponsored activities must be sought by either the sponsor or the individual attending the activity</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>2. Event/presentation:</td>
</tr>
<tr>
<td>3. Brief description of content:</td>
</tr>
<tr>
<td>4. Speaker’s name &amp; title:</td>
</tr>
</tbody>
</table>

*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 58).
2. If you are an individual, complete the Approval Request Form for Individuals (page 57).

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.

REMEMBER
• 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.
Gain insight from experts who are actively translating and interpreting for the Entertainment Industry: learn how to interpret on-the-fly from an in-studio interpreter; hear the do's and don'ts of voiceover technique from the perspective of voice talent and directors of dubbing sessions; understand the art of interpreting for film and the performing arts.

**Saturday, April 1**
ATA will provide a full-day of in-depth sessions, including a continental breakfast, a Job Marketplace, and a Networking Session.

**Continuing Education**
Earn 6 CEPs for the ATA Certification Program. Sessions will also be submitted for CIMCE credit for the States of California and Washington.

To learn more about the ATA Entertainment Industry Seminar, please visit [www.atanet.org/pd/entertainment](http://www.atanet.org/pd/entertainment) or contact ATA at (703) 683-6100 or ata@atanet.org.

**Hotel Information**
The Embassy Suites International Airport is located at 3974 NW South River Drive, Miami, FL 33142, a half-mile from Miami International Airport and just minutes from Downtown Miami. All guests receive a two-room suite and a complimentary cooked-to-order breakfast. For reservations, call (305) 634-5000.

**Cancellation Policy**
Cancellations received in writing by March 24, 2006 are eligible for a refund. Refunds will not be honored after March 24. A $25 administrative fee will be applied to all refunds.

**2 Ways to Register**
- 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
ADVERTISE IN ATA & WATCH YOUR AD TRANSLATE INTO $$$

Contact Matt Hicks today for rates and information.

215-321-9662 ext. 19
mhicks@mcneill-group.com
Learn to Write the Hebrew Script
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JONATHAN ORR-STAV

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—Josephine Bacon, ATA Chronicle

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Thoroughly researched but written with a light touch and the empathy of someone who’s been there, Learn to Write the Hebrew Script uncovers several surprises and dispels much of the mystique of what is often an intimidating subject.

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