The Copyright Thicket
Translations for Legal Evidence
Finding Balance
Medical Marketing Translation
As my husband and I just marked a milestone wedding anniversary, I feel a certain degree of wisdom when I meet newlyweds (tempered by a certain amount of humility when I meet those who have celebrated a more noble metal anniversary). Likewise, my role as your president has taught me a few things, and I actively seek the counsel of people who have done this more extensively and bring a longer-term perspective.

I recently had an exchange with a member about the role of machine translation (MT) researchers and developers in our Association. In it, I characterized the debate about the inclusive nature of our membership policies as a perennial debate, as the subject has popped up repeatedly over the course of our Association’s history—and indeed, even as it was being born.

In all long-term relationships, there are what marriage researcher John Gottmann terms perpetual problems. These are areas where a couple may never reach a conclusion, so they may always be sources of contention. However, these differences of opinion are considered healthy since they encourage ongoing conversations that lead to learning to manage conflict. They also serve as catalysts for mature acceptance of the fact that being together offers more advantages than being apart. Ask any golden anniversary club member about the “irreconcilable differences” oft-cited in divorce proceedings, and you may hear a mention of babies and bathwater.

MT developers and researchers are the latest in a cavalcade of new cadres who have found a home in ATA. The very first round of debate was about part-time translators (who now represent a very significant portion of our membership). Agency owners, interpreters, academics, terminologists, students, software developers and vendors—think computer-assisted translation/translation memory/term base, and project management software—have all faced similar deliberations.

In each of these instances, the argument for exclusivity was essentially the same. There was a divide between those who were doing things “right” (providing high-quality work, using fair business practices, using technology correctly), and those who were doing it “wrong” (slipshod work, usurious business practices, misrepresentation of technology’s abilities). The argument was that by excluding wrongdoers, we could preserve the goodness. In fact, the opposite is true: by accepting all, we can exert our influence to encourage best practice.

Like a “good” marriage, we are best when we pull together. A good partner will reflect us back at ourselves, both warts and wonders, and complement us. Not perfect, but certainly better than we would be on our own.

Caitilin Walsh
president@atanet.org

Better Together
8 Best Practices in Translations for Legal Evidence: How to Protect Yourself and Your Clients
By Martin J. Cross
Legal settings require special translation practices. Here are a few tips on how to protect yourself and your clients, manage issues such as certification and conflict of interest, and deal with challenges.

12 Never-Ending Imbalance?
By Andrew Bell, Eve Bodeux, Corinne McKay, Marianne Reiner, and Karen Tkaczyk
Juggling your professional and personal life in a way that allows you to succeed at both is not easy, especially if you’re counting on that paycheck. Learn what some of your colleagues are doing to avoid being on call 24/7.

16 Dr. Jekyll or Mr. Hyde? The Strange Case of Medical Marketing Translation
By Erin M. Lyons
Medical marketing translation is a billion-dollar industry rife with budding opportunities, drivers, and “pharmerging” markets; however, it is also a specialization that requires linguists to marry technical expertise with inspired messaging.

20 Skirting the Juniper Brambles: A Translator Narrowly Misses Getting Trapped in the Copyright Thicket
By Anne Milano Appel with legal commentary by Erach F. Screwvala, Esq.
What are the benefits of holding a copyright? An awareness of our rights and a willingness to stand up for them are critical when negotiating with publishers.
Anne Milano Appel is an award-winning translator whose latest translations from the Italian include Vito Bruschini’s The Prince, Paolo Giordano’s The Human Body, Andrea Canobbio’s Three Light-Years, Galarda Sacrientza’s The Art of Joy, Cludio Magris’ Blindly, and Giovanni Apina’s Scent of a Woman. Most recently, her work was awarded the John Florio Prize for Italian Translation (2013) and the 33rd and 32nd Northern California Book Awards Translation Prize for Fiction (2014 and 2013). She has been translating professionally since 1996, and is a former library director and language teacher. She has a BA in art and English literature (University of California, Los Angeles), an MLS in library services (Rutgers), and an MA and a PhD in Romance languages (Rutgers). Contact: annemilanoappel@gmail.com.

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<thead>
<tr>
<th>Page</th>
<th>Company/University</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Across Systems GmbH</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.my-across.net">www.my-across.net</a></td>
</tr>
<tr>
<td>33</td>
<td>Cross Cultural Communications</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.thecommunityinterpreter.com">www.thecommunityinterpreter.com</a></td>
</tr>
<tr>
<td>33</td>
<td>Landmark Audio Technologies</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.LandmarkFm.com">www.LandmarkFm.com</a></td>
</tr>
<tr>
<td>40</td>
<td>National Security Agency</td>
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<tr>
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<td>5</td>
<td>University of Illinois</td>
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<tr>
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<tr>
<td>27</td>
<td>University of Texas at Brownsville</td>
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Last year, ATA’s Board established a task force to review The ATA Chronicle to see how it can better serve the membership while providing the best value for members’ dues. As part of the effort, a reader survey was conducted.

The survey was sent to all members in December 2014. Here’s a look at the results from the over 1,100 respondents and the 169 pages of compiled responses.

- How relevant is the Chronicle to translation and interpreting? The Chronicle was found to be very relevant or relevant for 77% of the respondents.

- How relevant is the Chronicle to your work and interests? 60% said very relevant or relevant and 32% said somewhat relevant.

- Is the Chronicle your primary source of information for translation and interpreting? 57% said no. There was no common primary source named, though most noted various online resources.

- Regarding the content, 81% said it was just right and 83% said the article length was just right.

- As for the columns, we have done these surveys over the years and the comments run the gamut. Some readers love them and some say get rid of them. “GeekSpeak,” written by Jost Zetzsche, and “The Entrepreneurial Linguist,” by Judy Jenner, were the highest rated columns in terms of usefulness. “The Interpreters Forum” was the lowest rated, but in fairness this column was in hiatus for a few months until Jennifer de la Cruz stepped up and started writing an excellent column for us in January of this year. (Unfortunately, due to a new job, she has had to resign.) “Humor and Translation,” “The Translation Inquirer,” and the administrative columns—“From the President,” “From the President-Elect,” and “From the Executive Director”—were also rated lower.

- Moving to the online versions of the Chronicle, 62% of the respondents do not read the Chronicle online. For those who do, 58% prefer the PDF version, 15% prefer the Flipbook version, and 27% like both. It was clear from the comments that there is still a strong demand to keep the print version, which is the plan. Of course this all depends on how reading habits evolve. Related to this question, we also heard that we need to make it easier to access the online version of the Chronicle. We will work to address this need.

- Another challenge is that we do not appear to be meeting the needs of long-time, more experienced members. The newer members appear to be satisfied with the practical how-to articles that we publish. Many shared comments of how they have incorporated advice given in the Chronicle into their daily business. We will continue to look at how we can provide more advanced content that meets the needs of this segment of the membership.

Thanks to those who took the time to complete the survey. ATA’s Board and Headquarters staff heard you. In addition, the Board will discuss the Chronicle Task Force’s recommendations at the spring Board meeting. Stay tuned for more news on the Chronicle.
Translating for legal evidence makes some people nervous. They worry about disputes, certification, confidentiality, and the possibility that hundreds of millions of dollars might hang on a few unexceptional words in the middle of a document. For translators who don’t want to lose sleep, it makes sense to have a set of practices designed to ensure that problems will be avoided from the outset.

Learn to Recognize Translations for Evidence

Because translation for evidence requires a special approach, it makes sense to ask clients questions whenever certain types of documents land in your inbox. In addition to documents that are obviously legal in nature, many technical documents, such as published patents, reference books, and scientific journal articles, are used as evidence in litigation.

How do you know if you might be working on a document that could be used in court? The first clue is that the document is in a non-editable format, such as a PDF, and is either obviously old or bears a date. For example, a contract in MS Word is unlikely to be used as evidence, but a scan of a contract signed five years ago is definitely worth asking about. Likewise, a letter in an e-mail is one thing, but a printout of a 20-page e-mail conversation with three-month-old date stamps is another.

Also, keep in mind that although evidentiary translations are often certified, not being asked to certify the document when you receive the order does not necessarily indicate that the translation is for information purposes only. Many agencies provide their own certification. It’s also common for clients to ask for certification only after the translation is complete—sometimes months or even years after the fact. Bottom line: when in doubt, ask.

Have an Acceptance Policy

Good translators always look over a document before agreeing to translate it, but it makes sense to spend some extra time reading text that will be used as evidence. You do not want to find yourself in the position of feeling obliged to certify a translation...
You do not want to find yourself in the position of feeling obliged to certify a translation in which you have little confidence.

Think Like a Court Interpreter

In Italy, hot cocoa is almost exclusively a breakfast drink, so when the characters in American novels drink it before bed, Italian translators sometimes avoid confusing the reader by having them drink chamomile tea instead. While that skillful localization is appropriate for literary translations, imagine if court interpreters took it upon themselves to make the same linguistic substitution in testimony heard in a poisoning trial!

Like court interpreters, evidentiary translators must reproduce what is said without omission, embellishment, or corrections. Naturally, this approach is not a license to produce mechanistic word-for-word translations that turn idiomatic language into nonsense. The goal is to maintain a clear one-to-one correspondence between the source and target texts so that, if necessary, you would be able to draw a diagram with arrows showing how each lexeme or phrase in the target text corresponds to a portion of the source text, and vice versa. Of course, the terms and phrases themselves must also be faithful translations, and not improvements or explanations based on your own subject knowledge.

One reason for this is that your client will not necessarily be the only person who has an opinion on the quality of your translation. Adversarial attorneys, who may be supported by their own translators, will be happy to point out flaws or apparently arbitrary choices in your client’s translations. Taking a clear one-to-one approach not only reduces the risk of errors and inconsistencies in your work, but also provides you with a rationale with which to explain and defend your translation choices if they are disputed.

If the source document includes an error, even when you can guess from the context what the author probably wanted to say, your client will not be best served by you correcting the error in the process of translation. For all you know, this could turn a document that supports your client’s argument into one that contradicts it.

It is nonetheless helpful to point out errors in the source text, as well as cultural information that may be necessary for better contextual understanding, by way of providing comments (e.g., inserting “[sic]” after a clear mistake or adding footnotes). Your client may ask that this commentary be removed before the translation is certified or may choose to include it as part of the final submission.

Be Careful When Working with References

In translations for evidence, particular thought must be given to working with existing translations of the source text or closely related documents. A law firm’s internal translations may be provided as reference material when requesting a certified translation from an external translator. Likewise, translators are often asked to translate and certify a patent for which a published translation already exists.

The first thing to do is discuss it with the client. In the case of patents, your client may be unaware of the existing translation. It is also possible that the client is aware of a previous translation, but does not want you to be influenced by it (e.g., when the accuracy of the existing translation is in question). In other cases, despite the existing translation, the client will need a new translation prepared—for example, because the document in the foreign language has an earlier publication date—and may prefer to have consistent terminology and phrasing between the two versions.

Here, it is important to remember that while it is perfectly appropriate to make use of references, translators are hired to give their judgment on the most accurate target phrasing of the source text. There is no reason to assume that an existing translation is correct just because it was provided to you or because it has been published. If you don’t agree with the reference, don’t follow it.

In this connection, non-English journal articles and patents sometimes include, or are accompanied by, English-language titles and abstracts. These can be of use occasionally, but it is important to keep in mind that these renderings are only made for convenience and have no official standing. In fact, English abstracts of patents are usually produced by translators who have not seen the entire specification and do not have the time to research the technology being described carefully, while journal abstracts are commonly produced by people with no real translation experience. You should feel no obligation to adopt the terminology or phrasing used in these translated abstracts. In general, the best policy is not to read them until after you have prepared the first draft of your own translation, so as not to be influenced at the outset.
You may also want to use your own past translations as references. This is particularly useful when translating related documents for the same client, as consistent terminology and phrasing make it easier for the client to see similarities among different documents and may be significant for the client when making arguments based on the translations. Keep in mind, however, that before substantially reusing a translation that you specifically agreed to prepare as a work for hire, you will need to get the permission of the copyright holder.

Be Thoughtful in Your Communications

While it is a good idea to discuss issues that come up in a translation, your clients may not always welcome receiving e-mail they have not requested. For example, if you believe that there is a mistake in an existing translation and write to tell the client about this, you will be creating a written record of your opinion. Your clients may prefer that you discuss the matter with them over the telephone. At that point, they can decide whether they would like you to put your opinion in writing.

Know Your Certification and Attestation Options

It is not unusual for translators first to learn that their work will be used as evidence when they are asked to certify it. Unless you have agreed otherwise in advance, certification is a voluntary act, not an obligation, and translators do sometimes decline to certify translations in which they do not have much confidence. For example, if a client asks for a “quick and dirty” rush translation, and then comes back later asking you to certify it as-is, it would not be unreasonable to say no.

In such cases, or if for any reason you are not entirely confident in your translation, you may want to review and revise it before certifying it. You may even want to call on a second translator or expert to participate in the review process. It is appropriate to bill for the time you, or anyone else, spends on the review. It is, however, necessary to check with the client before taking such steps. They may not have the budget for a review, and it may not be convenient for them to make changes to the translation.

Many countries have specific requirements for certifying translations, but in the U.S. there are no universally accepted procedures or standards for certification. In its simplest form, a statement of certification will say that you certify that you prepared a translation of a specific document and that the translation represents an accurate and faithful rendition of the original text to the best of your knowledge and belief. A very brief description of your qualifications is sometimes appropriate. The statement of certification should be dated and signed. It also makes sense to include your contact information on the certification.

Although the simple certifications described above are routinely accepted by courts at all levels in the U.S., some attorneys and translation agencies feel the need for something spicier. These souped-up statements of certification often mention things like perjury, solemnity, and fluency. There is nothing wrong with them, as long as you agree with everything they say completely. Keep in mind, however, that since the wording may have been made up on the spot by an attorney who has never worked with a translation before, you should use your own judgment to decide if the statement is reasonable. In particular, unless you are lucky enough to be infallible, do not certify that a translation is correct without including words along the lines of “to the best of my knowledge and belief.” Even the Division of Language Services of the U.S. Department of State, an organization that one would expect to have considerable confidence in its translations, includes those words in its certifications.

On very rare occasions, some clients may ask for a Declaration of Translator. This is a formal court submission that usually includes information about your background and qualifications, as well as details of how the work was assigned to you and possibly how you prepared the translation.

Another form of attestation is an expert witness report. These are commonly employed when there is a dispute, or the possibility of a dispute, regarding the correct translation. In addition to the things described earlier, you may be asked to set forth your opinions as to why your translation is appropriate, or as to the validity of another translation. As a witness, it is entirely possible that you will be called on to testify in person at a later date. Expert witnesses are paid for their time.

Be Prepared for Revisions, Corrections, and Disagreements

As much as we strive to produce perfect translations, it is rare for any human work to be above improvement. As such, agencies or direct clients may propose changes to your translation. This input can be useful, but if you are certifying the translation, you must also remember that input from anyone else is no more than a suggestion, and the final decision rests with the translator who signs the certification. A new, freshly dated certification should be issued whenever changes are made.

Beyond editorial suggestions and simple oversights, clients may come back with questions about possible misunderstandings that have been flagged in the client’s internal review.
of the translation or as the result of a challenge to the translation by another party. In such cases, you should avoid the temptation to respond immediately. It’s easy to find yourself agreeing or disagreeing with a criticism of your work as part of an initial emotional reaction. But in these matters, where parties often have an interest in the translation being one way or another, a careful review of all of the information available is always warranted. It may even be necessary to do additional research or discuss the matter with a native speaker and/or subject expert (provided you are authorized to do so). It is better to keep clients waiting a few days than to give them an unreliable answer.

It is also better to give clients the answer that they don’t want to hear, or that you’d rather not admit to, than to make an argument that won’t stand up to a challenge in court. It is possible for a professional translator to make a mistake, and it is likewise possible to be unsure as to what constitutes an optimal translation in a specific case. The best protection against future difficulties for both you and your client is to be honest and straightforward.

Keep Good Records

If you keep copies of your translations, you will be able to refer to them in the event of future questions. If you do not and rely instead on the client’s copy, you may have to recheck the entire translation before issuing any certifications, declarations, or certificates. It is also helpful to keep records of references that you consulted, should you need to explain your choice of wording at a later date.

Sleep Well

Despite the potential for trouble, it is rare for translators to be sued. In fact, I have never heard of a translator being sued over an evidentiary translation. That said, having insurance can help you sleep better. One recourse might be to look into errors and omissions liability insurance. (ATA offers such a program at preferred rates to ATA members. You can find more about it on ATA’s website: http://ata.haysaffinity.com).

Most importantly, the knowledge that you are doing your best work, following your own guidelines, and standing ready to correct any inadvertent errors should leave both you and your clients relaxed and confident.  

Did You Know...

- Many technical documents, such as published patents, reference books, and scientific journal articles, are often used as evidence in litigation.
- The first clue that a document on which you are working might be used in court is that it will be in a non-editable format, such as a PDF, and is either obviously old or bears a date.
- Although evidentiary translations are often certified, not being asked to certify the document when you receive the order does not necessarily indicate that the translation is for information purposes only.
- Your goal should be to maintain a clear, one-to-one correspondence between the source and target texts so that, if necessary, you can demonstrate how each lexeme or phrase in the target text corresponds to a portion of the source text, and vice versa.
- Adversarial attorneys, who may be supported by their own translators, will be happy to point out flaws or apparently arbitrary choices in your client’s translations.
- Point out errors in the source text, as well as cultural information that may be necessary for better contextual understanding, by providing comments (e.g., inserting “[sic]” after a clear mistake or adding footnotes).
- When consulting a reference, don’t assume that an existing translation is correct just because it was provided to you or because it has been published. If you don’t agree with the reference, don’t follow it.
- Using your own past translations as references is particularly useful when translating related documents for the same client. Consistent terminology and phrasing make it easier for the client to see similarities among different documents and may be significant for the client when making arguments based on the translations.
- If you believe that there is a mistake in an existing translation and write to tell the client about this, you will be creating a written record of your opinion, which could possibly become part of the court record.
- Unless you have agreed otherwise in advance, certification is a voluntary act, not an obligation.

Many countries have specific requirements for certifying translations, but in the U.S. there are no universally accepted procedures or standards for certification.
There is no such thing as an “ideal” work-life balance, but we all know that achieving any sort of balance long-term is an area that freelancers often find troublesome. This article is a compilation of tips from several freelancers who have achieved a measure of success in one area or another of their lives. None of us claim to have the ultimate solution, as it’s always a work in progress. We hope that these tips will inspire you to achieve better balance in some way.
Keeping Fit and Staying Social with Andrew Bell

With a general practitioner-obstetrician wife and three school-age kids, I definitely wear the multiple hats of home parent/lunch-maker, school taxi, and sports cheerleader coupled with that of a freelance translator/editor who has a busy workload and a regular stream of project e-mail.

I’ve always been a fitness nut, and cycling has been, and remains, the solution for me; however, this was not so achievable as a “new dad.” When the kids were tiny, I realized that I was out of shape—despite going to the gym—and was also feeling socially isolated. I decided this had to change. I bought a spin bike for my office, switched to a standing desk with an architect’s chair—I’m not a masochist after all, so I can switch to sitting if I fancy a break—and started taking at least one long hike with the dogs every week. The “cuddly dad” weight came off quickly. When the kids got a little older, I bought a decent racing bike and joined my local cycling club. In the past few years, my bike collection has increased. I race and ride with a local club and last year won the criterium, individual time trial, and championships in my age group. I also serve on the cycling club’s committee and have been its representative on the city bike plan steering group for the past year, helping to win a $1.8 million improvement in cycling infrastructure.

These activities prevent social isolation. I also feel genuinely connected to my fellow translators through networks such as the Watercooler blog (which I set up) and Andrew Morris’ “Standing Out” group (both on Facebook). I also have regular online German and Italian lessons, which help keep my language brain functioning, plus all of the usual language maintenance. If I had one tip, it would be that if you’re currently out of shape, or a new parent feeling that “fitness” and “being connected” are unachievable goals, I’d say, don’t give up; take that first step to connect with some kind of social/sports group. As your kids get older you can ramp it up and become increasingly involved in outside interests.

Traveling the World with Marianne Reiner

For most translators, the love of language comes with the travel bug. Our family motto is “We work to travel and we make it work!” However, traveling while freelancing can be a challenge. I married a teacher who is also a travel geek, and together we accumulate millions of miles (that’s an entirely different article!) that have taken us and our two children to France (multiple times), Chile, New Zealand, Costa Rica, Morocco, Romania, Bulgaria, Turkey, Switzerland, Spain, Italy, Croatia, Slovenia, Canada—and the list goes on!

How do I manage my work schedule and travel? First, I had to learn when my clients’ low seasons were (December and July). I travel when they don’t need me. I found the perfect business partner who covers any issue that needs immediate attention while I’m gone. Finding the ideal business partner will be different for everyone. In my case, the language combination (together, we cover French and English), the specialization (legal), the time zone (as a team we cover the three time zones in the continental U.S.), the same work ethos, and last but not least, a sense of humor, were fundamental elements to finding my “other professional half!”

During the summers, if we stay in one place for more than one week, I make sure that there is a dependable WiFi connection. I usually inform my clients a few months in advance of my upcoming travel and work schedule so that they can (hopefully) plan around it. I also let them know what time zone I will be in. I say “yes” to longer projects and “no” to urgent ones. I also prioritize. I do double duty, sometimes traveling to areas where I can meet clients in person or connect with potential clients.

Traveling is an important part of my family’s and my life, and we have figured out how to make it work for us.
Never-Ending Imbalance? Continued

Taking Weekends Off with Corinne McKay

If you plan to work as a freelancer over the long term, you need to view your energy, enthusiasm, and creativity as non-renewable resources. To keep working at a high level for high-paying clients, you need time away from work so that you feel excitement rather than dread when you dive back in on Monday morning. Here are some tips for keeping your weekends work-free:

- **Tell clients that not working on weekends is your policy—it’s okay if you are the one who sets the policy!** Rather than refusing weekend work on a case-by-case basis, or saying “yes” to a client “just this one time,” state firmly, “I really try to keep weekends as personal time; it’s my policy not to work then.”
- **Get a life and make plans. If your options for the weekend are to sit on the couch and be bored or to sit at the computer and make money, it’s no wonder you end up working.** So, pre-empt the urge by stacking your weekend with fun and active things to do. In my family, we focus on an outdoor activity at least one full day during the weekend and make it a policy to have dinner with friends on at least one weekend night. My goal is to solidify weekend plans by the end of the day on Thursday so that I’m less tempted to let work spill over into the weekend.
- **Don’t be enslaved by your e-mail.** I give all of my A-list clients my cell phone number so that they can reach me in a true emergency. But if someone needs a birth certificate translated, I don’t want to know about it while I’m out hiking with my family on a Saturday afternoon. On weekends, I shut my e-mail off and don’t look at it till the evening. Adopt the motto, “it can wait” about all but the most urgent communications on weekends.

Making Time for Yourself with Eve Bodeux

Most freelance translators are also their company’s sales rep, account manager, marketing director, accountant, director of continuing education, tech support, and more. Doesn’t it make you tired just reading all that? Well, that’s only our professional lives. In our personal lives we also have people to please and tasks to accomplish. You are likely also a housekeeper, friend, spouse/partner, mother/father, caretaker, or even chauffeur. The question in all of this that needs to be asked is, where can we find time for ourselves? When we love our job as well as our friends and family it’s that much easier to get sucked in and ignore our personal needs.

For many years, I didn’t even ask myself the above question, and that was a mistake. However, I’ve since had an epiphany and realized that being superwoman (or man) is really not possible, nor desirable. If I’m not on call 24 hours a day (for my clients, kids, husband, friends, or otherwise), the world won’t end, but I will be much happier.

Maybe it’s easier for you, but I have had to force myself to carve out time for activities that are just for me and me alone. It could mean that I soak in the tub, read a novel (not a business book!), watch TV (a true indulgence), or plunk out a new song on the piano. What do you do? We all need alone time. It refreshes us for the lively but often hectic schedule we face in and out, every day. Maybe you figured that out long ago. If so, congratulations! In my case, “me time” definitely has a place on my schedule now!

Juggling the “Everyday” with Karen Tkaczyk

When I became a freelancer, my children were 1, 3, and 5. As I write, they are 11, 12, and 14. As the phases of childhood have changed, our day-to-day requirements have as well, but many of the boundaries we need have remained the same. The trick for all-round contentment seems to be setting expectations on availability.

- **Morning Independence:** A lot of my clients are many time zones ahead of me so handling e-mail in the early part of the day has always been important. On good days I spend time with the children before school (we eat together or I walk the dog to the bus stop and we chat on the way), but on others I must answer the phone or focus on replying to e-mail. We have taught our children to get themselves up, wash,
Quick Tips to Help You Find Balance

- Learn when clients will need you the most. This will help you when scheduling time for activities outside work. Let your clients know in advance when you will be unavailable.

- Consider working with a trusted colleague who can cover any issue that needs immediate attention when you are on vacation.

- Remember to schedule “me” time. Whether it be relaxing in a hot bath, reading a book, or watching TV, schedule activities for yourself that help you unwind and regroup.

- Schedule designated family time.

- Set expectations on availability (e.g., let clients know that you do not work on Sundays).

- Stay flexible: those who do maintain a successful balance between their work and home lives often point to their flexible work schedules.

Recommended Reading:


make lunches, and be ready on time, independently. This helps immensely when I have a heavy inbox on any given day.

- **Afternoon Presence:** By contrast, after school I rarely have to communicate with clients, so I am available to the children. Most days, I have everything due that day delivered by 3:00 pm, when they start arriving home or I start taxi service. If necessary, I go back to work after dinner.

- **Sundays Off:** For several years, my husband and I have both worked from home. Work will take over home life in this scenario unless we actively prevent it. Our biggest household “time rule” is that no one works on Sundays. Monday deadlines (both homework and paid work) must be met by Saturday evening. We are all better off for it.

Find Your Balance

Whether you routinely feel off balance, are barely hanging in the balance, or live life in perfect equilibrium, we hope that you will take a moment to consider balancing something that you know is out of whack. Doing so will allow you to enjoy this wonderful freelance life for your entire career.
“With every day and from both sides of my intelligence, the moral and intellectual, I thus drew steadily to that truth by whose partial discovery I have been doomed to such a dreadful shipwreck: that man is not truly one, but truly two.” (Robert Louis Stevenson, 1886).1

Unlike Don Draper, the fictitious creative director of the Manhattan advertising firm Sterling Cooper on Mad Men, you probably have no creative team, no focus group, and no marketing miracle workers at your beck and call. Welcome to the world of medical marketing translation—a veritable jungle of multisyllabic pharmacological buzzwords, 140-character limits, and culturally opaque content. This is a challenging field for linguists, who must engage both right- and left-brain thinking to master the science of creating artful, engaging, and medically accurate copy. Translators must be prepared to draw on a broad skill set and walk the fine line between pharmacochemistry expert and marketing genius. The hurdles of terminology, linguistic mutation, and brand-specific proprietary terms present challenges at every turn.

What are some of these challenges? A closer look at a few real-life sample translations from medical marketing materials should provide valuable insight regarding the interlinguistic wordplay, language-specific tone and voice, production, and regulatory constraints involved in this type of translation.

Right Brain Meets Left Brain
The field of medical marketing has undergone rapid progression in recent years, metamorphosing into a patient-centric and technology-driven business with a more extensive global reach across multiple channels. For translators, this is a billion-dollar industry rife with budding opportunities, drivers, and “pharma-merging” markets; however, it is also a specialization that requires linguists to marry technical expertise with inspired messaging. As with the titular characters of Robert Louis Stevenson’s Dr. Jekyll and Mr. Hyde, translators in this area recognize that the primordial challenge is not just learning to look at two sides of a coin—the technical and the creative. Rather, it is developing a toolkit of creative fluency to ensure that the power, persuasion, and effectiveness of the end communication is married with its accuracy.

The Challenge: What Kind of Translator Are You?
Translating in the field of medical marketing is so very like and so very unlike translating for any other field of specialization. The essential challenges are threefold: 1) reading and understanding the source text, 2) transferring the source meaning, and 3) writing the target text. While conceptually simple, ultimately there is no right translation. Also, relying too heavily on the translation process is a self-inflicted barrier to developing a nuanced level of translation trans-
opacity and a target text that is idiomatic and meaningful for the target audience.

In a marketing or end-customer-facing context, in particular, the strength of a translator’s competence is gauged by the deft ability to meet the goals of a specific communication by compensating for potential losses in meaning in the translation. For example, medical texts are overflowing with idioms and metaphors requiring translators to make upstream strategic decisions and downstream decisions concerning detail. Translators must decide whether to try to translate a term or find an equivalent idiomatic expression. They also need to recognize when such a “cheeky” translation approach is inappropriate or nonexistent in the language combination in which they are working. The ultimate question when developing a marketing mindset is: what kind of translator are you?

To answer this, it is essential to determine what characteristic best defines you as a translator. In his paper “Towards a Model of Translation Competence,” Stuart Campbell, professor emeritus at the University of Western Sydney, Australia, identifies four translator qualities that translators adopt when confronted with problems or constraints:

- **Risk-taking:** Translators stray from the literal and dare to explore translations that have the same marketing emotional effect (sentiment, outrage, joy, annoyance, etc.), but which are not literal or one-to-one translations.

- **Capitulating:** Translators maintain a conservative approach and opt for equivalent idioms, or a one-to-one “trans-explanation” of the source.

- **Prudent:** Translators take calculated risks, but pursue translations that will generate the most equivalent reaction in the target language.

- **Perseverant:** Translators attempt to stay as close to the source text at all costs as a mechanism to combat risk.

Where does the profile of the perfect translator fall? Clearly, this is a question of degrees and scope, although it is a worthwhile consideration for translators. It is especially pertinent for translators of medical marketing materials, who require a certain degree of self-awareness in order to acquire the mindset necessary in an environment where they are dealing with partial linguistic correspondence and divergent sociocultural norms.

**Building a Marketing Mindset**

Translating in the field of medical marketing requires the development of a very specific medical mindset that will allow the translator to generate not only accurate raw linguistic content, but content that is also aimed at bolstering the unique selling proposition of a product or service. Such content needs to expand the value offering without cannibalizing existing advertising campaigns (whether that be of your client or a competitor). There is a fine line between achieving dexterous self-awareness and creativity during the translation process and over-scrubbing a translation, stripping it of its ingenuity and creative impact.

For example, the essential skills of linguistic dexterity and creative wordsmithing required for success in this area of medical translation are illustrated by a 1999 headline from *The Economist*: “Asthma: Not to be sneezed at.” This wordplay, based on the English idiomatic expression “not to be sneezed at,” means something to be taken seriously. It is a rather simple pun, but one that does not necessarily travel so easily across linguistic borders, as it plays on both the literal and the idiomatic/metaphorical.
translates easily into French, where a similar play on words can be dexterously executed—*Asthme: il n’y a rien à éternuer* ("nothing to be sneezed at")—the equivalent Italian idiom, *non sono pochi* ("they are not small in number")—fails to capture both the meaning and function of the English source. Thus, the required translator mindset lies in a gray area seesawing between technical skills and shades of poetic license.

Is This Untranslatable?

The language employed in medical marketing and patient-directed copy is a rich and vivid mixture of literary devices and language- and culture-specific references. It is one of the few genres of writing that is categorically intangible, as it is simultaneously concrete and sales-oriented, while still maintaining a certain abstraction, in order to provoke emotion. The question of the untranslatable arises when the translator is confronted with lacuna, or semantic lexical gaps, wherein the non-equivalence of the source and target terms becomes even more relevant than the notion of their equivalence. This is contrary to the example in Figure 1 on page 17—in which the notion of *dur à avaler* ("hard to swallow") translates successfully on a linguistic, idiomatic, and visual level. These untranslatables are rather common in medical copy and sometimes metamorphose into impassable roadblocks in the development of an effective global campaign.

A closer examination of the different categories of untranslatables illustrates the types of obstacles faced when an equivalent translation based on pragmatic one-to-one linguistic equivalence fails to produce a meaningful and engaging rendering of the source term into the target term.

1. Interlinguistic Wordplay and Puns

In the previous examples, both the expressions and the functions of the source and target language demonstrated clear correspondence. Assuming that the translator has near-native competence in both the source and target languages, the transference of linguistic communication is simple and effective. However, cases of such easy transference of meaning are rather exceptional. A more common occurrence is when the literal and the figurative expressions leave a gaping abyss between the source and target languages. One such case is a 2001 advertisement by Merck for Singulair, an oral drug to control allergies, asthma, and rhinitis. The company employed the headline, "Cattails or cat tails. Try a different way to treat your allergies.” (see Figure 2).

In this example, the copy plays on the word "cat” with the objective of winning over consumers with a product offering protection for those suffering from allergies due to both indoor allergens (cat dander) and outdoor allergens (pollen). In this case, the content deals with cattails or Typha, although, in reality, these are only mildly allergenic.
While this advertisement maintains a sense of formal equivalence, wherein the message itself is comprehensible in both the source and target languages, there is a lack of dynamic equivalence, wherein the equivalent effect of the pun on the word “cat” is lost in translation. Moreover, this gap in dynamic equivalence is reinforced further by the visual collateral used in the advertisement, showing the two allergens, which may potentially be uncircumventable, depending on the client’s attachment to the images in the ad.

Under such circumstances, the translator must make several decisions based on the constraints and specifications of the client, project, and source-target language combinations. Can the existing visual be scrapped and replaced with a more meaningful image that bolsters an equivalent, but not a literal pun on “cat” in the target-language? This would result in an effective advertisement employing the same technique of customer engagement, but the translation could be problematic in that it could fail to fall under an umbrella of a singular look and feel for a global advertising campaign. This is a particularly knotty conundrum in countries that prefer parallel bilingual advertisements, such as with English and Spanish in the U.S. or English and French in Canada, wherein the expectation is that the advertisements should hold up side by side seamlessly. Or, would the client prefer a more banal translation, reinforcing the notion of indoor versus outdoor allergies, leaving the wit of the original copy by the wayside?

2. Ad-Speak, Neologisms, and Buzzwords

The maze of translation possibilities continues to grow when taking into consideration the full toolbox employed by today’s Mad Men of medical marketing. Ad-speak, neologisms, and buzzwords saturate source copy in an attempt to keep the message relevant, exciting, and novel in the minds of consumers and prescribers. While the creation of new words and the renewal of the linguistic tissue is a completely natural phenomenon in the field of linguistics and precisely what keeps the linguistic organism fresh and full of vitality, it is often a point of difficulty in translation, particularly in cases of languages that are resistant to the evolution of language.

For example, how can “thrifier” (an HIV-positive person who remains healthy) be translated effectively without an extensive explanation? Or, what about “theranostic implants” (a combination of therapy and diagnostic)? The Spanish pastillero has an English equivalent of pill popper, but does not necessarily translate so idiomatically or culturally in all languages.

3. Brand-Specific Proprietary Terms

Most people are aware of the horrors of brand names that are either, at best, lost in translation, or worse, downright offensive. A prime example is Gerber baby food, with gerber meaning to vomit in French. (This is a bit too close to home in view of the product’s color and consistency). However, most companies have had their wrists slapped at this point and now conduct broad upstream market research to reject any unfortunate or inappropriate product names or taglines. In simpler terms, just because a product name or slogan has passed a linguistic screening regarding all of the things it is not—offensive, political, difficult to pronounce, etc.—does not mean that it is as linguistically rich or holds the same connotations in a cross-linguistic and cross-cultural context. This lack of combined effect can leave translators high and dry when it comes to replicating the form, content, style, and image of a brand or slogan in another language or for another locale.

Conclusion

The exponential rise in global communication and the continued expansion of the medical and pharmaceutical industries have placed translators in a more visible and central role in facilitating and promoting medical communication. Translators must learn to balance simultaneously courage and discipline in order to translate, transcreate, and draft copy for medical marketing and promotional material. While good language, writing, and scientific qualifications are clearly an asset, experience, self-monitoring, and continued professional development mean translators need to take advantage of all of the tools at their disposal to keep up-to-date on market intelligence. At the same time, they need to stay abreast of pop culture phenomena and driving sociolinguistic forces in the various locales and countries for their language combination(s). Moreover, researching existing products and examining their market strategies, as well as investigating consumer behavior and trends, will provide greater insight during the translation process. Doing so will facilitate value-added translations that not only convey scientific messages, but also employ creativity and industry intelligence to strengthen the concerned product, service, or trial at every point of contact and exposure.

Notes

1. Stevenson, Robert L. Dr. Jekyll and Mr. Hyde. (New York: Bantam, 1886), 65.


Additional Reading

Over the years I’ve stumbled more than once into the prickly tangle of copyright and gathered my share of scratches and scars. I chronicled my unhappy excursion into that thorny world in articles co-authored with attorneys Jeffrey S. Ankrom (2011) and Carol J. Marshall (2002). This time I am joined by Erach F. Screwvala, who has represented a number of translators in negotiations with publishers and has on occasion advised the PEN America Translation Committee (a literary translation advocacy group) and presented workshops on translation copyright issues.

The metaphor in the title of this article came to me several years ago from an exasperated Italian author whose novel I translated. After a lengthy, frustrating exchange, he exclaimed “Un bel ginepraio!” just before we stopped communicating altogether and fell into a hostile, mutually wounded silence. Literally speaking, a ginepraio is a dense, impenetrable juniper thicket. Figuratively it means a tight fix (i.e., a fine predicament). After making my way out of those particular thorny tangles to emerge, like Dante, “a riveder le stelle,” I was determined that I would never again blunder back. Yet a year or so ago, despite my good intentions, I narrowly avoided it.

I think about that near miss whenever the issue of copyright comes up. At a meeting of the PEN America Translation Committee last September, for example, the agenda item “Translation Copyright and Publishing Practices” generated far-ranging discussion and raised a number of questions, one of them being “What are the benefits to
holding a copyright?" I am hopeful that sharing my experience with others might address that question and possibly prevent others from setting off on a path leading to a ginepraro. Interspersed throughout my narrative, Erach offers his valuable insight from a legal perspective.

**A New Bramble Takes Root**

It started off promisingly enough. The publisher in question had acquired my translation from another publisher who had published it earlier in the U.K. I held the copyright, and the new publisher (let’s call it the Big Bad Wolf, or BBW) had no problem accepting this fact. Things proceeded smoothly and according to the usual script. I was sent a contract containing my customary requirement—namely that the copyright page would read “English translation © 20XX Anne Milano Appel”—and we all signed happily.

It was only later, when BBW offered me another book by the same author, that the first signs of prickly foliage began springing up around me. Even so, matters went along cordially. We discussed a fee and, though it was lower than my usual, I agreed to it because I wanted to continue translating this author’s work. A distant alarm bell may have sounded in my head, but it was really just a tinkle, which I dismissed blithely. After all, copyright had not been a problem with the first book, so I thought its publication had set a precedent when working with BBW.

Then I received a proposed contract. Instead of my usual requirement, BBW assumed that it would “keep” (read take) the copyright to my translation. While I had imagined that we would follow the precedent set by the first book, BBW insisted that the publication of the earlier book represented an exception to their usual policy. Apparently they had only published one other exception that resembled mine, as they explained:

> The exception you found is the only case corresponding exactly to [yours]: that is to say, a translation already done that we bought from another publisher. This never happens when translations are done for us, right from the beginning.

After reading this, the euphoria and goodwill generally attendant upon the start of a new project dampened quickly. My optimism fizzled and a long and increasingly hostile debate ensued. While I continued to challenge BBW’s assertion that the publisher always “keeps” the translation copyright, BBW stood firm on a “take it or leave it” contract. I maintained that under U.S. copyright law, the translator holds the copyright of the translation from the moment the work is created, and that the publisher cannot “keep” something that is not theirs in the first place.

Though I stated, as I do in all of my contracts, that I would grant them the exclusive license to print, publish, and sell the translation for the full term of the U.S. copyright in the territories of their exclusive license (BBW’s contract did not contain this wording), they refused to change their position. The objectionable clause in BBW’s proposed contract read:

> Upon Client’s completion of all payments provided herein, the translation of the item described in paragraph 1 above shall be the property of Client. Translator has no obligation to take any steps to protect any copyright, trademark, or other right of Client with respect to the translation, except as may be expressly otherwise provided in this Agreement.”

I found the language to be ambiguous and muddled. At the very least, the wording suggests a lack of transparency. Nor was there a clause explicitly ceding the translation copyright to the publisher elsewhere in the contract.

**The Lawyer’s Take**

As I tell my clients, contract negotiation is 95% leverage and 5% general decency. For most translators, this means being presented with a “take it or leave it” contract. There are some translators, however, who have reached such a level of success and popularity that it levels the playing field. In rare instances, a translator even has the ability to dictate certain terms.

It is exceedingly rare for U.S.-based publishers to seek to acquire the translator’s copyright. Personally, I have never encountered that situation so, by and large, leverage does not enter into the equation. By contrast, European-based publishers are more likely to attempt such a maneuver, although I have been generally successful in preventing it.

The clause in question that Anne cites is rather odd for a publishing contract. I’ve never seen any language like this before in any contract I’ve negotiated. It’s sheer speculation on my part, but my best guess is that this is intended to establish the translation as a “work for hire.”

A “work for hire” can exist in two circumstances: 1) a work prepared by an employee in the course of her employment; or 2) a work specially ordered or commissioned. In a “work for hire,” the employer or commissioning party is the author and copyright owner of the work, even though the employer or commissioning party did not contribute any artistic content to the work. A translation is one of the enumerated works that can be commissioned as a “work for hire.”

As an attempt to create a “work for hire,” this clause is sloppy at best. The term “property” is imprecise and ambiguous. One could argue that the term “property” refers to the physical copy of the translation, not the actual copyright. The second sentence of the clause clouds the intent of the drafter further. Although the translator is relieved of the obligation to take steps to protect the copyright, it does not
explicitly state why that is. Regardless of intent, I would question the efficacy of this language in establishing a “work for hire” arrangement.

The Publisher Responds

BBW responded to my objections and the modifications:

_We cannot accept your modifications to the contract. Once again, I repeat that this is the contract we have been using for eight years and there has never been a single problem. The copyright of translations belongs to The Publisher through agreement with the copyright holder of the original work [bold italics mine], and the agreement between The Publisher and the translator does not further cede copyright. So it is through the signing of the agreement that you acknowledge The Publisher’s ownership of the translation._

I replied that the copyright of the translation cannot belong to the publisher through an agreement with the copyright holder of the original (Italian) work. I explained that because the holder of the copyright to the original work does not own the copyright in the translation, he can only grant the publisher the right to commission a translation.

I suspect the publisher was confusing the right to have a work translated, one of the rights an author may cede to a publisher, with the copyright to the resulting translation itself. An author may certainly cede the copyright of the original work to the publisher, but surely he cannot cede the copyright in an eventual translation. (In retrospect, such confusion should not have been all that surprising to me since when I was first starting out, even some authors with whom I worked were unaware of who actually owned the copyright to their work—themselves or their publisher.)

The Lawyer’s Perspective

The copyright owner holds a basket of rights, one of which is the right to make derivative works of the original art. As a derivative work, a translation can only be made with the permission of the copyright owner, so the copyright in the translation is tied to the copyright in the original language work.

The owner of the copyright in the original language work may place any conditions he or she chooses, including the condition that the translator accept the project as a “work for hire” and relinquish his or her claim on the copyright in the translation. Since a publisher would be a grantee of the right to commission a translation, it is not impossible for the publisher to enter into a contract in which it acquires the copyright to the translation as a “work for hire.”

Although it is rare, there are instances where the original language author requires that the publisher acquire the translation copyright. Otherwise, the publisher may provide in the contract that the translation is on a “work for hire” basis, or it may provide for an assignment of the copyright from the translator to the publisher. Either mechanism has the same effect—the translator is stripped of his or her copyright.

Abuse of Leverage?

In the end, I lost at least two translation projects as well as the promise of any future work with BBW. I walked away from the deal since BBW showed no intention of negotiating. Still, I continue to wonder how this publisher can claim, under U.S. copyright law, that it owns the translation copyright “through an agreement with the copyright holder of the original work.”

Yet what BBW is doing is clearly borderline. Attorneys have told me that there is no actionable cause, despite the publisher’s unfair bargaining power in forcing a translator to forfeit his or her right to retain copyright, and the differential treatment afforded to authors and translators (authors are allowed to keep their copyright, translators are not). At the very least, BBW’s practices are questionable.

In the first instance, the deck is stacked against the “little guy” (the translator), and BBW may be viewed as a Goliath. The translator does not have comparable bargaining power against a giant that insists that the translator accept its non-negotiable contract terms as a condition of being assigned the translation. Since the clause in question is neither voluntary nor negotiable, the playing field is not level—if the translator wants the job, it’s take it or leave it. Could this be considered an abuse of leverage?

Though the practice is indeed outrageous, many translators go along with it. I just didn’t want to take that walk through the thicket again.

Benefits of Holding Copyright

Why wasn’t I willing to let BBW take my copyright? What is the value of retaining your copyright? Are there benefits?

I’ll admit that it is largely a matter of principle, and that in many cases copyright has little practical value. In the U.S., for example, the term of the copyright is no longer a set number of years, but lasts for the “life of the author plus 70 years.” Since I generally grant a publisher the right to publish and distribute the work for the duration of that term, it will only matter to an heir who is around 70 years after my death (subject to any subsequent change implemented in U.S. copyright laws). So I suppose I should not waste any time worrying about it now, should I?

On the other hand, if I make sure to include a “reversion clause” in my contract, the prospects change. A reversion clause can limit the assignment of rights to the publisher “for the full term of copyright and all renewals and extensions thereof” by clearly stipulating the conditions under which the rights to the work “revert” to the translator once the work is “out-of-print.” Though the
reversion of rights used to be tied to a work going out of print, old distinctions between “in print” and “out of print” have blurred as a result of new technologies. Accordingly some contracts now call for a reversion of rights if other conditions are met (e.g., if sales in a given period fall below a certain level or dollar amount). The PEN Model Contract suggests several options in this regard.11

The Lawyer’s Viewpoint

I find the framing of this issue in the translation community at large rather frustrating. We focus on why translators should keep their copyrights when, to me, we should ask “Why shouldn’t translators keep their copyright?” The question, as framed, appears defeatist and acquiescent to the publishers’ superior bargaining power. Regardless, the question is more nuanced than it appears.

A typical grant of rights is given for the length of the copyright, so for all practical purposes, it appears that the publisher is effectively owning the copyright. But this misses a couple of important concepts.

First, any license for the life of the copyright should contain adequate reversionary language that permits the translator to terminate the license. A reversion clause is simply a set of circumstances under which the publisher’s right to publish the translation is terminated and the rights return to the translator. Most publishing agreements—not just translation agreements—provide a mechanism for rights to revert back to the author.

In all likelihood, the agreement with the author of the underlying work contains a reversion clause. As a result, the publisher should be willing to provide a similar clause to the translator. After all, what good is it for the publisher to have the right to publish a translation without the right to the underlying work? But even where the publisher finds a way to avoid the application of a reversion clause, federal law permits a copyright owner to terminate a prior grant during a specific window of time.

Second, a copyright in the translation brings with it the same basket of rights that the original copyright owner enjoys. Generally speaking, the translation contract grants only the right to reproduce and sell fixed copies of the translation. Imagine a motion picture based upon the translation of an underlying work (e.g., The Girl with the Dragon Tattoo). A motion picture based upon a translation is another type of derivative work for which the translator should receive payment. Then there is the possibility of new technology that offers new outlets, like the home video market did for television and film.

Even with a reversion clause, the publisher may see to it that the condition that would trigger reversion of rights never occurs. A colleague who worked for BBW some years ago reminded me that: “Things are different between the U.S. and the U.K. In the latter, publishers are much more inclined to allow the translator to keep his or her copyright ... but the practical implications are minimal. As long as the book stays in print, it’s the publisher who will control the translation.”

He went on to cite the importance of visibility: having your name as translator in all editions of the book, on the title page, and ideally on the cover. He concluded that for the sake of that and other factors, “I could forego the copyright, as I obviously did several years ago (though, to be honest, I’d forgotten that they ‘owned’ my copyright!). I have not worked for them [BBW] since.”

Another colleague suggested that whoever asks “what is the advantage in owning copyright?” should ask that same question of the publisher. The answer, of course, relates to control and economics. Whoever owns the copyright can sell/license the copyrighted text to another party. For example, the PEN America FAQ that accompanies its model contract describes it this way:

Retaining the copyright benefits the translator in several ways: it affords additional protections and continuing control over the work (for instance, if it is to be sold in formats that were not yet invented when the contract was signed), allows for the negotiation of royalties for a financial stake in the sale of subsidiary rights, and ensures that the translator will retain copyright even after the book goes out of print [pursuant to reversion].”12

Naturally, publishers may be less than eager to accept a reversion clause. In which case, we are back to “why worry about it?” if holding copyright has little practical value. In the end, this may be the reality, yet, to me, giving up my copyright felt demeaning somehow, which is why I turned down BBW’s contract.

Raising Awareness

Why do some translators accept this practice? Translator Jonathan Dunne, writing for the blog Absinthe Minded, expressed his frustration at the fact:

There are translators out there, good ones too, who are willing to accept those terms ... I wonder why they agree to give up their copyright and, at the same time, I hold out the benefit of the doubt. Perhaps there are mitigating
Perhaps these translators are swayed by the rate they are offered, by how much they need the work, or by how eager they are to translate a particular author. Maybe they are content to relinquish copyright in exchange for visibility—their name on the front cover, a brief bio on the jacket flap, a mention in the publisher’s catalog.

One colleague was particularly plainspoken about relations with BBW:

I haven’t had copyright on any of the books I’ve done for [them]. Nor have I had more than a tiny rise in the rate they’ve paid me over the past 10 years. They also don’t pay an advance—the only publisher I work for that doesn’t. To be honest, the conditions aren’t very good, but I’ve continued to work for them because they employ me very regularly and offer me (mostly) very interesting books to translate … I do need to eat, and to do that I need to have a regular stream of work. I’ve tried to get better conditions out of them over the years, but they are absolutely adamant (by “they” I mean the Italian parent company, which is what I deal with). I guess I’m letting the side down by continuing to work for them, but that’s the way it is.

I am not sure how to counter this. So what’s needed?

**Education**

The more I think about examples like these and others, the more it seems to me that there are two fronts on which to focus. First, influencing publishers that flatly refuse to let the translator retain copyright as a matter of policy. Second, raising the awareness and mindfulness of translators who allow publishers to claim their copyright, out of inattentiveness, obliviousness, indifference, fear of losing work, or some other factor.

While it’s unlikely that much can be done about the first category, the second area—educating and “empowering” translators—is one which falls within the informative mission of professional associations and over which, to some extent, each of us has control.

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**The Lawyer’s Summation**

Although she lost business in the process, stands like Anne took with BBW are important in reframing the relationship between publishers and translators. Too often, the art, skill, and creativity that translators bring to their craft are ignored, discounted, and taken for granted. That attitude, prevalent in the industry, will continue to stack the deck against translators and keep the leverage on the side of the publishers.

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**Getting to “No”**

It seems clear that awareness of our rights and a willingness to stand up for them are critical. Our professional organizations speaking out and model contracts are key, but in the end we as individuals need to each speak up and take a stand. We need to espouse strongly the publishers who support and respect us—those who offer fair contracts and are willing to credit our contributions. At the same time, we need to avoid those who consistently ignore our professional standards—those who only offer an equitable deal if the translator knows what to ask for, or who insist on non-negotiable terms that do not recognize our legitimate rights.

In the end, it’s up to us. If a translator signs away his or her rights in a legal contract, the publisher is free to operate with impunity. I agree with the individual who stated at the aforementioned PEN American Translation Committee meeting: “You can only advise translators not to sign contracts that give away their copyright.” As in, you can lead a horse to water but …

Fortunately there are some translators who are beginning to speak up, as Gregory Conti did in a recent blog post entitled “Getting to No.” Conti wrote about being offered the opportunity to translate a book by a publisher for whom he had already worked:

*The publisher is based in Rome, but has created a U.S. affiliate that publishes English translations of contemporary European fiction. When I did my first job for them in 2010, they paid me 10 cents (U.S.) per word, with no royalty, and I had to give them the copyright to my translation, something I have since learned that at least one other American translator refused to do. She got to ‘no’ very quickly.*

Still, while getting to “no” can be liberating, it also means lost opportunities for a translator. We should not have to make that choice. Another well respected colleague, referring to BBW, told me: “They would not budge on the copyright. Their stance is take it or leave it.” This is why I, for one, left it.

As I see it, a publisher who refuses to negotiate terms with a translator shows a serious lack of respect for the work we do. Forcing translators to give up their copyright robs them of their dignity as well as what is rightfully theirs. That, to me, feels wrong. After all, my translation is “farina del mio sacco,” my own work, not theirs. Maybe I need to get over it. But I hope I won’t.

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**Notes**


2. Dante. *Inferno*, 34:139, Mandelbaum tr.: “to see - once more - the stars.”

3. The subject also came up at the committee’s workshop on the Model Contract at the 2014 American Literary Translators Association conference in
Milwaukee (November 2014). It is also the subject of a recent study by Wendell Ricketts: “Copyright ‘Rustling’ in English-Language Translation: How Translators Keep (and Lose) Rights to Their Work—Data from Translations Published in 2014” (@Wendell Ricketts, February 2015), http://bit.ly/1bp9PBD.

4. Subject Matter and Scope of Copyright, bit.ly/title17-101. Under the scope of U.S. copyright, a translation falls under “derivative work.” The right to make the translation is under the control of the owner of the copyright of the original language work.

5. Circular 9, Works Made for Hire (United States Copyright Office), www.copyright.gov/circs/circ09.pdf. As a sidebar, the “Factsheets and Circulars” prepared by the United States Copyright Office are tremendous resources to help understand basic information about how the copyright laws operate.


7. Circular 1, Copyright Basics (United States Copyright Office), www.copyright.gov/circs/circ01.pdf.


14. Ricketts, op. cit., writes: “Translators must stand up for themselves … Translators who say copyright ‘doesn’t matter’ or who accept unfavorable conditions because they don’t want to ‘rock the boat’ or because ‘that’s just the way things are’ are doing the equivalent of peeing in the pool. But we all swim in the same water.” http://bit.ly/1bp9PBD.

Four Myths about ATA’s Certification Exam

ATA’s certification exam was instituted in 1973. Its purpose is “to elevate professional standards, enhance individual performance, and identify translators who demonstrate professional level translation skills.” Every year, a large number of professional translators and aspiring translators take the exam in one of the 27 language combinations currently available.

Considering that ATA certification is one of the industry’s most respected and recognized credentials, there are many benefits for those who hold it.

Client Recognition: ATA certification is a voluntary credential; as such, it reflects an individual’s strong commitment to the profession and its ethical practice—a distinction that can open doors to new business and higher compensation. While ATA certification does not guarantee you work, it does help.

CT Designation: An ATA-certified translator may use the letters “CT” as a designation of certification status. It is, in a sense, a “seal of approval” from your colleagues that says you are competent to do the job.

Directory Listing: Users of ATA’s Directory of Translators and Interpreters can limit their search results to those members who are ATA-certified—a definite edge in standing out from the competition.

Voting Rights: ATA voting rights are conferred automatically on translators who pass the certification exam. Voting members have the opportunity to participate in the election of Board members.

To earn ATA certification, a translator must pass a challenging three-hour exam. The exam assesses the language skills of a professional translator: comprehension of the source-language text, translation techniques, and writing in the target language. Precisely because of the high standards of the exam, there is also a low percentage of people who pass (under 20% overall). Understandably, many people who fail feel disappointed and wonder why, especially if they have many years of experience.

Here are four myths that have developed regarding the difficulty level of ATA’s exam.

1. ATA’s exam is graded on a whim. Translation, by its very nature, is somewhat subjective (there is more than one way of expressing something correctly). ATA has worked long and hard to make the grading process as objective as possible. ATA has developed two tools that are applied to all exams for a neutral, consistent assessment of errors. One is the Flowchart for Error Point Decisions, which helps graders answer the question of whether there is a “mechanical” error or a “transfer” error. A mechanical error is one that affects the way the target language is written, and can be identified without viewing the source text. A transfer error affects the meaning and it is found by comparing the target to the source.

Once the grader determines the type of error, she or he then needs to consult the Framework for Standardized Error Marking. This tool defines the error categories and points the grader in the right direction. Once the grader finds the category, she or he goes back to the flowchart to determine how many points to allocate to the error.

All graders in each language combination must follow these two tools closely. As an additional safeguard against subjective evaluation, there are always two graders for each exam. If for some reason the initial two graders cannot agree on a grade, the exam is sent to a third grader for final determination.

2. Grading is artificially skewed to keep the number of certified professionals low. This practice would be dishonest. Graders work very closely in pairs in order to determine an accurate assessment. Many people are surprised when they receive a “Fail” grade and cannot understand why, especially if they have been working as translators for many years. But there are people in the field who have not received formal translation training, and perhaps this is the first time they have been evaluated by a professional translator.

Translation is an activity that people from other educational backgrounds can start at any time without necessarily going to school for that purpose. For example, you cannot decide suddenly that, starting tomorrow, you will be a lawyer. Being a lawyer requires years of formal training. But many people who speak two or more languages believe, often mistakenly, that this alone qualifies them to be professional translators, so they apply for ATA certification. Many of them fail and are disappointed. Being a good professional translator also requires years of training, practice, and experience. This is what ATA’s certification exam measures. In other words, you take the exam to prove what your years of experience
have taught you, not to get a piece of paper to start your career.

3. The practice tests intentionally do not reflect the difficulty of the real exam. That simply is not true. All practice tests are real exams that were used in previous years. For security purposes, the exams are changed every calendar year. So, as graders retire exams, they begin using old exams as practice tests. Also, the same methodology and tools mentioned above are used to grade practice tests. The people who grade practice tests are the same graders of the real exam.

4. Exam passages have hidden tricks. The passages selected go through rigorous scrutiny by graders, not to insert tricks, but to identify proper and realistic challenges that translators face in real life. They are selected by graders and approved by the Passage Selection Task Force. Part of the process of measuring someone’s ability to translate is to find out if the translator can transfer words and expressions in the context of the topic accurately. For example, the so-called “false friends” or Anglicisms in a language other than English are usually a good way to identify a good (or a bad) translator. The seasoned professional will not write the first word that comes to mind in the target language because it resembles the source, but will think in his or her target language in order to find the right equivalent.

There are challenges in the exam, not tricks, and that is why it is highly recommended that people take the practice test first. The practice test is a lot cheaper, will be graded by the same graders, and will be returned to the examinee corrected so that he or she can determine readiness for the real thing.

There is nothing easy about the certification exam, but the sense of accomplishment earned is something you will value throughout your career. At present, certification is offered in the following language combinations:

- **Into English from:** Arabic, Croatian, Danish, Dutch, French, German, Italian, Japanese, Portuguese, Russian, Spanish, and Swedish.
- **From English into:** Chinese, Croatian, Dutch, Finnish, French, German, Hungarian, Italian, Japanese, Polish, Portuguese, Russian, Spanish, Swedish, and Ukrainian.

You can find much more information about the certification exam from ATA’s website: www.atanet.org/certification.

**Notes**


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The More You Ignore Me, the Closer I Get

Fellow Morrissey fans and those who share a love of somewhat sad, but deeply lyrical songs from the 1990s will surely recognize the title above. Even if you did not, I’ve now accomplished my goal of using a Morrissey song title in one of my columns. Young and angsty love aside, this clever (and creepy) one-liner serves, of course, as a starting point to something that I consider key in our industry: customer relationship building.

Clichés and song titles aside, absence does not make the heart grow fonder—or at least not in business relationships. Your business connections are your capital, and you must take care of them, tend to them, invest in them, and, yes, try to grow them. Oftentimes in our industry, we tend to forget about clients once we have turned in a project. In my opinion, those who have the best long-term working relationships, whether it be with language services providers or direct clients, are those linguists who really invest in them.

As someone who outsources to my outstanding colleagues frequently, I have seen both sides of the equation, as I am both a client and a services provider. With my own clients, I go to great lengths to make sure they feel appreciated. Most of us do not take our personal relationships for granted, and we should not do that with our business relationships, either. While every client is different, here are a few things that might just help you maintain and grow your business relationships:

Follow-Up: More often than not, I send a quick note to the client following up on a website launch, the publication of their bilingual brochure, or after the conference at which I interpreted has wrapped up successfully. I ask simply if there is anything else I can do for them and thank them for their business. It’s simple, but it keeps your name fresh in the client’s mind for future projects.

Small Gifts: Before you send anything to your client, make sure you know the client’s policy on gifts, which most companies make accessible to vendors (only two of my corporate clients have a very strict policy against gift giving). I like to send small, but personal gifts during the holidays, and also occasionally during the year if I see something that reminds me of a client. A few years ago, I saw some chocolates in Vienna that a client (who had entrusted us with a very small project) had said she liked, so I bought them and sent them to her. I didn’t expect anything from it, but a year or so later, we took over all their communications into several languages. I am sure it wasn’t just the chocolates that made the difference, but it didn’t hurt.

Helping Your Client: Oftentimes, we are so focused on what we want from a business relationship that we forget that the client also has goals. For instance, if you are translating a client’s website into another language, perhaps you can help them promote their new launch via Twitter or other social media. Or perhaps you can help recommend someone in their target market who might help with a press release, or perhaps your client wants to make connections in Colombia and you just happen to know someone you can introduce them to. You get the idea.

There are many other ways to invest in your customer relationships, but you don’t have to break the bank. All it comes down to, in my experience, is this: show customers that you care and that they are important to you.

Information and Contacts

This column is not intended to constitute legal, financial, or other business advice. Each individual or company should make its own independent business decisions and consult its own legal, financial, or other advisors as appropriate. The views expressed here are not necessarily those of ATA or its Board of Directors. Ideas and questions should be directed to judy.jenner@entrepreneuriallinguist.com.

Judy Jenner is a court-certified Spanish interpreter and a Spanish and German translator in Las Vegas, Nevada, where she runs Twin Translations with her twin sister. She is a past president of the Nevada Interpreters and Translators Association. She hosts the translation blog, Translation Times (www.translationtimes.blogspot.com). You can also find her at www.entrepreneuriallinguist.com. Contact: judy.jenner@twintranslations.com or judy.jenner@entrepreneuriallinguist.com.

Coming Up

May 9, 2015
New England Translators Association
19th Annual Conference
Natick, MA • www.netaweb.org
Note: This is Jennifer’s final entry in the Interpreters Forum due to other professional endeavors she will be pursuing. We look forward to her future submissions to the magazine and wish her the very best!

Having been a staff interpreter in both the medical and legal settings over the course of my career, I’ve often marveled at the similarities between the two. Although both fields can require me to interpret and experience something heartwarming or chilling, one of the most striking parallels is the people with whom we work. This time, I’m not referring to the patients, parties, or defendants. Rather, this is about the relationships we build that serve to mentor and inspire us. These people become our work families and are a fulfilling part of the staff interpreter experience.

The Fellow Worker Bees: Nothing compares to a coworker whom you both appreciate and admire. Even when our relationship isn’t a close one, there’s always something we can learn from each other, be it vocabulary, technique, or ethics. One of the most beneficial aspects of having coworkers we trust is the ability to debrief and vent to somebody who truly “gets” us. In both the medical and legal settings, interpreters are at risk for the effects of vicarious trauma, not to mention the stress of working on a particularly exhausting or exasperating case. Our coworkers are the ideal sounding boards for moments of intense emotion.

The Technical Experts: These are the resident doctors, nurses, medical and nursing students, public defenders, and other attorneys and specialty staff. We work with them every day in their task to provide specific solutions to the problems before them. They are charged with getting as much information as possible and applying their knowledge of the law or medicine to come up with or apply a treatment plan or course of action. When we interpret encounters such as attorney-client and doctor-patient interviews, we inevitably become a small part of their two-way relationship. This requires an incredible amount of respect and trust for each of our roles that often translates into long-term friendships that extend beyond the interpreting task.

The Heart Experts: Matters of the heart and emotions are often handled by a special category I set aside for the social workers and mediators at hospitals and courts. When we interpret for them, the conversation often goes far beyond the health or legal issue that brought a patient or party to us; they look at family dynamics and many psychosocial aspects of the whole person. Their conversations run the gamut, from durable medical equipment to hospice care; from suggesting custody agreements to calming belligerent adversaries. Although we perform for them in an informal environment, they expect us to stay within our roles and ethics—sometimes with even greater rigor than a formal situation would demand.

The Authorities: Here is where I would place judges and attending physicians or chiefs of staff. Depending on our assignment at court or the nature of the specialty areas at the hospital, we may spend limited time interpreting conversations involving them. Unlike our everyday contact with the technical experts, our limited interactions with these authorities tend to result in more formal relationships. We learn to take extra care in how we address them and how properly we behave in their environment, and to defer to their expertise quickly. It can be unusual for an attending physician or chief of staff to interact directly with a patient or family. Judges who handle calendars with pro per defendants or parties may be somewhat casual in their communication style, but the situation is formal nonetheless. Staff interpreters eventually start getting salutations from these high-ranking medical or legal professionals when passing in shared hallways.

The Systems Engineers: This final category is one I’ll use to describe the security, office, and administrative staff with whom we work. These are
Linguee just released a completely overhauled version of its—well, I’ve always had a hard time describing what it is exactly.¹ Corpus tool? Search engine? Dictionary? Finally, in its latest incarnation, it’s clear just what it wants to be: a dictionary. According to Gereon Frahling, Linguee’s chief executive officer, it’s not just a dictionary, but it’s going to be the online dictionary.

If you’ve used Linguee in the past and found it as helpful as I have, you’ll see immediately what is different. (In fact, you might have discovered this long before reading this if you use it day-in-day-out).

If you search for single terms in one of the supported languages,² you won’t see primarily the previous results from its enormous corpus of online material. Instead, you’ll see results from its dictionary (including synonyms and usage examples) at the top of the page. Previously, those entries were shown as well, but less prominently and with lesser quality.

In the past few months during an ongoing campaign, Linguee has devoted a team of more than 300 professional translators to edit these dictionary entries manually. While they take the statistical data from the corpus search into consideration when performing their edits, they still go through each entry individually. (Some language combinations, in particular English<>German and English<>French, have been shown more love than others so far.)

If the term for which you are looking also has some entries in Wikipedia, you’ll next be shown links to those articles, including the first sentence of those Wikipedia entries. This is a good thing because in the case of homonyms, the first choice may not always be the most appropriate. For example, the entry on Wikipedia for “translation” appears above.

Only below the Wikipedia entries will you find the corpus entries (“external sources”) to which you are accustomed. If you search for more complex phrases that have no corresponding dictionary or Wikipedia entries, the corpus entries will be placed first.

Along with those design changes, there is also helpful AutoComplete and AutoCorrect functionality that shows you translation suggestions as you type the term into the Linguee search field.

It’s all pretty cool and slick, but—and you’ve very likely come to this same conclusion on your own—none of those features is directed at the professional translator. In fact, it’s probably safe to say that Linguee has just become a little less helpful for the pro. Now, this does not mean that it’s not helpful, but it’s clear that professional translators are no longer a priority and are not being shown the love we all felt so gushy about when we first started using Linguee.

Some time ago, I reported in my newsletter³ about Linguee’s attempt to reach out to the professional community by offering a f-a-n-t-a-s-t-i-c tool that searched through its corpus and took into account all of the context of whatever you searched for right from your translation environment tool, thereby producing vastly superior results. We (the professional translation community) effectively rejected that offer because of its price (something like €5 a month), so it was a natural for Linguee to move on and focus on a general audience.

While that audience also won’t pay...
directly, the millions of eyeballs on its ads will. Interesting story, huh?
I can’t think of a better example of why it’s important for us to think and act like business owners. If only a relatively small percentage of the hundreds of thousands of translators worldwide had acted like businesses, we would all have access to a better tool today!

I (still) love Linguee, and I’m thankful to its team and its many external editors (who, by the way, are being paid for their work). I will most likely use it as much as I did before—even if it takes a scroll or two more to get where I want to be. But I’m most thankful for the great cautionary story it provides.

**Notes**
2. Linguee English>German Dictionary, tinyurl.com/lingueeLangs.
3. “And This Is Where the Sharing Stops,” The Translator’s Tool Box (Issue 13-11-229), tinyurl.com/lingueeToolbox.

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**New Certified Members**

Congratulations! The following people have successfully passed ATA’s certification exam:

**English into German**

Christoph A. Schertler  
*Round Rock, TX*

**English into Portuguese**

Maria Helena Brenner-Kelly  
*Canavieiras, Brazil*

**Danish into English**

Samuel J. Henderson  
*Gary, IN*
Once upon a time, I imagined a translation business. It would be boutique, manageable, and specialized, with an interesting clientele, a friendly in-house staff, and, more importantly, it would be pretty. The office would be colorful and we’d always have fresh flowers and natural sunlight. There would be lots of room and opportunity for creativity. My staff and I would never get caught up in boring assignments and our ideas would be able to flow freely…

Then reality slapped me in the face and I grew up. As it turned out, there are not enough colors or flowers in the world to make translation a creative-only process. We translators deal with deadlines, hideous formats, tedious clients, and a lot of stress. Not to mention, unrealistic expectations from clients who think we can translate a million words per hour, or dealing with clueless intermediaries. We market ourselves and our services, we negotiate agreements, we quote jobs, count words, make invoices, keep track of our projects, agendas, etc. All in all, what we do, when we’re not actually translating, is business. So it makes sense for many of us to have adopted a business mindset. And there is absolutely nothing wrong with that. However, the idea of what the business mindset should entail is currently being challenged in a very positive way.

Alice Gast, president of Imperial College London and an internationally renowned scholar and researcher, recently published a fascinating article on the blog of the World Economic Forum explaining why business leaders should think like scientists. After reading her article (and having partnered with a person with extensive training in science and engineering), I have to admit, I’m sold! Ms. Gast’s conclusions basically boil down to three fundamental things that are easily applicable to translation.

1. Skeptical Curiosity: Gast writes: “Their [scientists’] work is driven forward by curiosity, and it is guided by intuition and prior knowledge, but techniques such as external and internal peer reviews and randomized control trials are also embedded in their way of thinking to avoid blind optimism and bias.” The potential applications of this to translation are countless. Think about our editing and review processes, how we approach terminology and background research, even how we approach translation from the moment we turn on our computers. Skeptical curiosity can lead to sufficient questioning and redesign of almost every aspect of our translation process. Handled well, it can lead to increased efficiency and quality control.

2. Collaborative Competitiveness: “When the problems get tough, scientists want to build the best team, even if the partner is a fierce competitor,” writes Gast. Another lesson I learned recently is the power of teamwork and the importance of cooperating with my competitors for mutually beneficial projects. For example, I recently joined forces with a “competitor” and we outbid several agencies for an important international client. As individual freelancers, we could never have beaten the agencies because we lacked the necessary resources to do so. However, by pooling our resources together, instead of competing with each other for the same client, we could offer the same service as an agency with the added value that we both have graduate degrees in the client’s field. Voilà! A winning formula.

3. Confidence in the Face of Uncertainty and the Unknown: Gast points out, “Where something is unknown, it is an opportunity to be pursued rather than avoided.” This was especially true for me when it came to rates, an area that is quite uncertain and confusing to many linguists, especially those seeking to move to higher paying market seg-
ments. I have been increasing my rates systematically, but I could not have achieved the necessary confidence or developed a sufficiently efficient strategy for pulling this off without the help of a scientific approach to business (e.g., the process required math and experimentation).

I will never be able to explain it as eloquently or efficiently as Ms. Gast, but there is no doubt in my mind that a scientific approach to business can be highly beneficial to translators.

**Note**


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**Upcoming Events**

**May 6–9, 2015**
Association of Language Companies
2015 Annual Conference
Nashville, TN
www.alcus.org

**May 9, 2015**
New England Translators Association
19th Annual Conference
Natick, MA
www.netaweb.org

**May 15-17, 2015**
National Association of Judiciary Interpreters and Translators
36th Annual Conference
Atlanta, GA
www.najit.org

**May 16, 2015**
Nebraska Association for Translators & Interpreters
NATIWest North Platte One-Day Conference
North Platte, NE
www.natihq.org

**June 1–7, 2015**
Middlebury Bread Loaf Translators Conference
Ripton, VT
www.middlebury.edu/blwc/bltc

**June 12-13, 2015**
InterpretAmerica
5th Anniversary
InterpretAmerica Summit
Monterey, CA
www.interpretamerica.com

**June 19-20, 2015**
Iowa Interpreters and Translators Association
11th Annual Conference and Members’ General Meeting
Des Moines, IA

**June 21-24, 2015**
Society for Technical Communication
STC Summit
Columbus, OH
http://summit.stc.org

**September 30–October 3, 2015**
American Medical Writers Association
Annual Conference
San Antonio, TX
www.amwa.org

Visit the ATA Calendar Online
www.atanet.org/calendar/

for a more comprehensive look at upcoming events.
In September 2008, Louay Abdulla reviewed a dictionary called the Encyclopedia of Computer and Internet Terms in Arabic. It elicited many favorable comments, including those from senior members of the Arabic linguistic community. They praised Louay’s depth and scholarship. Now, almost six and a half years later, another Arabic dictionary has found its way to me. This, too, is a “specialized” dictionary, in that it addresses not words but idioms. So, once again, I turned to our old friend Louay and asked him to write a review.

—Peter A. Gergay

The English-Arabic Modern Dictionary of Idioms and Common Expressions identifies and introduces formal Arabic equivalents for all English entries. This volume took more than six years to compile, write, and review, and includes more than 3,000 English entries with examples, cross-referencing, and bilingual annotations.

As the author stated during a presentation for the International Medical Interpreters Association (IMIA) in 2014, the project evolved from a personal glossary of idioms and expressions collected over a two-year period. In early 2011, Anwar decided to create a professional dictionary. He consulted more than 20 English (print and online) resources in order to compile an extensive collection of idioms and expressions (12,000 entries by the end of 2011). He then refined, deleted, re-grouped, and annexed entries. By the end of 2012, the dictionary had grown to 2,500 entries. Due to the complexity of the entries, it was necessary to categorize them alphabetically. He then split the work into idioms and common expressions and “non-standard idioms.”

Scope
The dictionary is softcover, with good quality binding and paper. The typeface is easy to read. In terms of organization, entries are arranged alphabetically, with cross-references and examples provided when needed. This makes the dictionary easy to use. Since the dictionary deals with idioms, there are no filler words.

In terms of coverage, the English-Arabic Modern Dictionary of Idioms and Common Expressions contains many idioms other dictionaries do not. Here is a brief list of the idioms I found, followed by a few that were not included.

Found
- Add insult to injury
- At the drop of a hat
- Best of both worlds
- Bite off more than you can chew
- Bite the bullet
- Bite the dust
- Costs an arm and a leg
- Cry over spilt milk
- Hear it on the grapevine
- On the ball
- On the fence
- Once in a blue moon
- Piece of cake
- Spill the beans
- Take with a grain of salt
- The last straw
- Under the weather

Not Found
- Cut corners
- Hot potato
- Miss the boat

There were not as many errors as one would expect in a first edition of such a work. One error that caught my attention is on page 140. The idiom “it’s no skin off one’s nose” was given
the Arabic counterpart “يهمه، يعنيه” which means “concerns him, of concern to him.” This is exactly the opposite meaning of the idiom.

Idioms frequently go in and out of fashion, making it hard for any idioms dictionary to be current without frequent updated editions. As the author discussed in his presentation to IMIA, the unique diglossia found in the Arabic language makes compiling a dictionary of this type more complicated. First, there is a need to find a formal (fusha) equivalent for each English idiom. Second, this equivalent needs to be understood easily by the average Arabic speaker. Considering this fact, the English-Arabic Modern Dictionary of Idioms and Common Expressions succeeds in achieving its goal of being a “beacon in navigating the modern English language idioms” by covering the vast majority of idioms in use today.

Overall Evaluation

The English-Arabic Modern Dictionary of Idioms and Common Expressions is an invaluable tool for translators, particularly those who are not native English speakers. Creating a dictionary of idioms is a challenging task, as idioms vary in form and usage from country to country, and sometimes from region to region. Mohamad Anwar’s dictionary is an excellent effort that bears fruit for all translators, interpreters, and learners of English.

Note


Information and Contacts

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Have an idea for a dictionary you would like to see reviewed? Contact Peter A. Gergay, chair of ATA’s Dictionary Review Committee, at pgergay@aol.com.

ATA Certification Exam Information

Michigan
Grand Rapids
May 16, 2015
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Arsal zd, one of many specialty channels found on YouTube, has rolled out several fairy-tale movies, or parts thereof. These, however, are incredibly good sources of unconscious humor (the very best kind, in my humble opinion). The reason is that Arsal zd provides machine-translated English subtitles for these films. If the movie was not humorous originally, it certainly is after the subtitles have done their work on the screen. Want to check it out? Simply type in “Arsal zd” in the search box in YouTube, pick out almost any of the offerings, and be prepared for almost non-stop belly laughs.

New Queries

(English>Arabic 4-15.1) Mohamad Anwar encountered a problem when trying to translate “cybersquatting.” The two components of the word were reasonably easy: Cyber = تقاضاء الحاسوب and squating = وضع اليد. But can one combine them into السطح الإلكتروني?

(English>Portuguese 4-15.2) “Disk post” proved troublesome in a Portuguese manual de válvula de retenção. The translator was able to provide three reasonably decent context sentences: “Remove the pin from the disk nut and disk post.”; “Measure the disk post to disk arm hub clearance.”; and “Verify that the disk post is perpendicular to the disk and is not bent.”

(English>Swedish 4-15.3) The two words in bold print were problematic for a colleague: “Set out the applicable paragraphs of the schedule to the president’s guidance on the distribution of business.” Who can provide the Swedish?

(English>Czech [English] 4-15.4) Can anyone provide the Czech or English for the word in bold print that appeared in a document about power generation? Here is the context: Die Anschlussleitungen der Heizmatte(n) müssen fest bis zum Anschlag in die Steckkupplung an den Minivertellerbalken hineingesteckt werden.

(Hungarian>English 4-15.5) Here is another query related to power generation. In the following context, leszabályoz was problematic: A rendszerrányító egyes erőműveket leszabályoz – csökkenti, vagy akár le is állítja termelését. Here is another piece of context: erőművek fel- és leszabályozása.

(Spanish>Dutch [English] 4-15.6) Regrettably, we receive few queries from the world of the performing arts, but here is a brief one: Escribe la ficha de la película para la película Carmencita. What is one to make of ficha de la película?

(Spanish>English 4-15.7) In a coronary angiography report, por via anterógrada proved troublesome: PL [that’s the arteria posterolateral] de acceptable calibre, con oclusión crónica (100%) corta proximal; el vaso distal se visualiza parcialmente por via anterógrada, y por circulación colateral desde coronaria izquierda. Can anyone help with this? The colleague who posted this query adds that, in addition to acquiring a correct translation of the phrase, she would like to understand the procedure (i.e., how they are visualizing the artery).

(Spanish>English 4.15.8) Textbooks for children are not normally a place where one expects to encounter a query-worthy passage. A colleague needs help with armadura and entramado in the following list: Las estructuras artificiales se clasifican en: macizas, laminares, de armadura, entramados, trianguladas, colgadas.

Replies to Old Queries

(English>Spanish 10-14.4) (front-line and relapsed settings): Victoria Imas-Duchovny likes en los entornos del tratamiento de primera línea y de la enfermedad recidivante for this query about mantle-cell lymphoma.

(Norwegian>English 2-15.6) (samlekarntong): Noting that he was just picking an easy query, Yngve Roennike stated that “bulk container” or “bulk pack” would probably work here. Usually, he says, you have 6- or 12-packs, when bottles or beverages are concerned.
(Spanish>Dutch [English] 2-15.8)
osea: Graciela Daichman believes that maybe what osea means here becomes clear if we take it as a mis-spelling of o sea, which means “that is.” In the sentence quoted, it should actually be o sean, which is the plural and, with a little effort, fits in the context. The Spanish sentence is not grammatically correct, but the English version could be: “And the fact that they might have little economic capacity; that is, that they might have stressful jobs.”

(Russian>English 10-14.9)
инфильтративно-очаговые изменения: This, says Yuri Yusov, could be better translated as “focal abnormalities of infiltrative nature,” rather than “focal infiltrate changes.” These kinds of changes are always abnormal. In most cases, they are caused by bacterial or cancerous dissemination throughout pulmonary parenchyma or by septicemia, rather than by “foreign substances distributed in the pulmonary interstices” (as Kathleen Davis replied in the February issue), which could also be seen as a morbid abnormality in rare cases of asbestosis.

Also, the Russian term восстановление энергопотребления in the second example implies a supply of energy to both mechanical devices or living creatures, or to cells or tissues, in amounts sufficient for functioning before any interruption or shortage in energy supply took place. This level of energy might be higher or lower than a “desirable level.” It should be translated as “restoration of energy consumption.” Depending on the context, that expression might also be translated as “reintroduction of energy supply on the previous level.”

A little extra effort—less than I imagined—was necessary, but worth it in this column: Arabic has found its way into the column at last. It was long delayed. And, in the humble opinion of the Translation Inquirer, the quality of this initial offering was very high. Let the Arabic queries and responses now roll, and thank you to Mohamad Anwar for getting it started!
Humor and Translation
Mark Herman

Shakespeare Said What?!

The revised edition of Elly van Gelderen’s *A History of the English Language* (John Benjamins, 2014) adds recent research, many new examples, and more detailed explanations of internal and external linguistic change. I recommend it to anyone wanting to know how a mostly synthetic Germanic dialect spoken by a small group of people in the year 450 changed into mostly analytic English by 1700, and is now the most widely used language in the world. Synthetic languages show grammatical relationships by means of changes to words, most often to word endings. Analytic languages show them by means of word order, the use of prepositions, and the use of auxiliary words that have no meaning beyond their grammatical function, such as the “to” in “to go” and the “have” in “have been.” That words can function in more than one way gives English its flexibility, its occasional ambiguity, and its susceptibility to word play. For example, the words cited *can* have meaning: “to Goa,” “have beans.”

One reason English has so many words is that it imports them from other languages with abandon. It can also change (or not) the spelling, pronunciation, and meaning of foreign words, and then import them again. Gelderen gives the example of the Latin “pruna,” adapted into Old English as “plum,” and then retaken (via French) into Middle English as “prune” (page 99).

Most relevant for this column is the chapter on “Early Modern English: 1500-1700.” This is the period when funny things happen and English spelling, never very consistent to begin with, goes truly haywire. In addition to the incorporation of foreign words without any re-spelling, during this period the great vowel shift is still occurring, leading to such things as unshifted “great” and shifted “neat.” Some homonyms and possible puns are eliminated, such as “raisin” and “reason,” and others, such as “sea” and “see,” are created. There is simplification of the pronunciation of consonant clusters, again without re-spelling: “knight” and “write.” And, what may seem the craziest of all today, the addition of unpronounced consonants to make words look more like their Latin counterparts: “debt” and “calf” (pages 167-68).

The works of Shakespeare not only display these changes but sometimes explicitly comment on them. And Shakespeare utilizes constructions which later grammarians tried to eliminate: “between you and I,” “the most unkindest cut of all,” “the worser welcome,” “haste thee quick away,” “they shaked their heads,” and “say nothing neither” (pages 168-76). I am sure the people in the working-class second-generation immigrant community in which I grew up, whose grammar was continually corrected in school, would be happy to know that they spoke like Shakespeare (or is that as Shakespeare?).

But not when they cursed. Alas, such speech was confined to a few overused four-letter words. Too bad they did not have available *Thou Spleeny Swag-Bellied Miscreant*, by Sarah Royal and Jillian Hofer (Running Press, 2014). Subtitled *Create Your Own Shakespearean Insults*, this book has three sets of loose-leaf pages arranged in three columns, with adjectives, adjectives, and nouns, respectively. By turning the pages, any adjective can be combined with any other adjective and with any noun. Since each set of pages includes about 60 words, approximately 216,000 different insults can be formed, including “cankered flap-eared blood-sucker,” “dog-hearted deformed hedge-pig,” and “gleeking burly-boned popinjay.”

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