Setting a Fair Price

It’s Tax Time

Foreign Account Tax Compliance Act
From the President
Caitilin Walsh
president@atanet.org

Keep in Touch

Regular readers of this column may recall my inaugural column pledging to respond to all communication that came to me. Perhaps it was naiveté, but it was my sincere hope that this open door policy would provide members with a direct line to someone who was able to address their issues, as well as giving me an opportunity to feel the pulse. It appears that most folks are pleased to be heard, and very clear voices—both on the Board and among members at large—rightly suggested that we could do better. Over the past year, we expanded this call to soliciting member input actively in advance of Board meetings, and several have responded (thank you!). It’s part of an encouraging trend, and one that needs to be developed.

One common call is for increased transparency, which those of us on the Board have taken to heart. Board minutes are posted online, summaries of our activities are distributed widely, and we have moved increasing amounts of financial information to the website. As a reminder, transparency is defined as saying what we will do, doing what we say we will do, and demonstrating that we have done it. It is this third area that is our weakness, and one we in ATA leadership positions are intent on strengthening.

We all know that the speed of information has increased, and with it, the challenge to keep up with the various channels has become more complex. With two dozen ATA-branded discussion groups and scores of industry blogs, a single person would be hard-pressed to read even just the digests (especially since not all are in English). I can tell you that the social media landscape did not create the situation, and that communication is an issue with which every group of leaders must wrestle on an ongoing basis. We are not alone.

Which means that we do not need to reinvent the wheel—others have already paved the way for us. It is my sincere intention to identify and implement a platform where members can gather to express and discuss opinions openly, be heard, and be informed. I would very much like to hear from you, the members, as to what that forum might look like to you. What features, ground rules, and such do you think can turn this flood of information from heat-generating to enlightening, for the benefit of all of us, since all of us are exactly what this Association is all about?

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   By Ted R. Wozniak
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   Knowing whether you’re making money or giving your work away is crucial to running a sound business. Here are six simple steps to figure out your breakeven point.

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Mary Geisenhoff started her own freelance business, MG Communications, in 2011 to dedicate herself to writing and to Spanish-English interpreting and translation. Besides being an active medical interpreter and translator, she works as a tax professional during tax season. One of her favorite topics is writing about tax-related issues and their implications for businesses. She has a BA in speech communication and Spanish and is a certified medical interpreter. Contact: mgcommunications@comcast.net.

Jonathan Hine is an ATA-certified Italian>English translator and a grader for ATA’s Italian>English certification exam. He has been conducting freelance business workshops for more than 20 years. He translated his first book, a medical text, in 1962. He is a graduate of the U.S. Naval Academy (BSc), University of Oklahoma (MPA), and University of Virginia (PhD). He is a member of the National Capital Area Translators Association and the American Translation and Interpreting Studies Association. In addition to translating and revising full-time, he writes self-help books and articles for freelancers and blogs about working while traveling. He also serves as a mentor for ATA’s Mentoring Program. Contact: translations@scriptorservices.com.

Lorena Pike is an English>Spanish translator specializing in law, accounting, finance, taxation, and business. She is also a state-certified court interpreter (Nevada). Originally from Mexico City, she has a BS in accounting and a specialization in taxation from the Escuela Bancaria y Comercial, S.C., as well as a certificate in translation from the Universidad Iberoamericana. She also has an MA in Spanish from the University of Nevada, Las Vegas, where she taught Spanish for five years. She is the immediate past president and webmaster of the Nevada Interpreters and Translators Association. Contact: lpike@exetranslations.com.

Giovanna Lester has been a translator and interpreter since 1980. Originally from Bahia, Brazil, she has lived in the U.S. since 1985. In addition to ATA, she is a member of the National Association of Judiciary Interpreters and Translators, National Board of Certification for Medical Interpreters, and International Association of Professional Translators and Interpreters. In 2009, she co-founded the Association of Translators and Interpreters of Florida, Inc. (an ATA chapter), and served as its first elected president, a director, and currently as its interim board president. Contact: gilester@translanguage.net.
inspired THINKING

When in the office, NSA language analysts develop new perspectives on the dialect and nuance of foreign language, on the context and cultural overtones of language translation.

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Few people east of the Rockies will ever forget the winter of 2015, with its endless supply of snow and cold. By the time spring rolls around we yearn for any kind of vacation that involves sun and sand. However, this year it might be worthwhile to save your pennies in the spring and extend your vacation in November after the 56th ATA Annual Conference in Miami, November 4-7, 2015.

Experienced translators know to stay a few extra days after the conference as a mini-vacation that helps them take in everything that they’ve learned. (And they know they will be able to write off some conference-related expenses on their taxes). The Association of Translators and Interpreters of Florida, Inc. (ATIF), ATA’s Florida chapter, will be happy to help point you in the right direction to find those hidden gems throughout Miami and Southern Florida.

South Beach: Glamorous Ocean Drive, including the Gianni Versace mansion, is one of the first things that come to mind when people think of Miami. This exciting area is not far from the ATA conference hotel and offers lots of high-end shopping, dining, and great people watching.

Lincoln Mall: Another exciting area north of South Beach is the Lincoln Road Mall. This area with a stylish promenade boasts a host of unique shops and restaurants. Every second Sunday from October to May, Lincoln Road Mall plays host to the best antique show in South Florida. Browse booths filled with small treasures and vintage collectibles, including art, jewelry, furniture, clothing, and Miami memorabilia.

North Beach and Little Argentina: A little farther north, you can also find North Beach, which is a little less crowded than its southern counterpart. It has a beautiful boardwalk and lots of family-oriented entertainment. The area is also host to Normandy Isle, otherwise known as “Little Argentina,” with charming cafés and Argentinian-style restaurants.

Little Havana and Calle Ocho: Another famous ethnic enclave is Little Havana, centered around Calle Ocho. It includes the Walk of Fame (for famous artists and Latin personalities, including Celia Cruz, Willy Chirino, and Gloria Estefan), the Cuban Memorial Boulevard, Plaza de la Cubanidad, Domino Park, the Tower Theater, and Jose Marti Park. This area is home to traditional Cuban cigar makers and awesome art galleries that morph into bars and dance joints at night.

Little Haiti: The Miami neighborhood known as Little Haiti is the cultural heart for the Haitian Diaspora. The area boasts art galleries, Haitian book and music stores, and the Little Haiti Cultural Center, which hosts dance and theater performances. A bronze statue of General Toussaint L’Ouverture, the father of Haitian independence, stands in the heart of “La Petite Haiti.”

Other interesting attractions in the Miami area include the Wynwood Art District, with over 70 galleries, museums, and art collections, and the Vizcaya Museum and Gardens, which is the former villa and estate of businessman James Deering, of the Deering McCormick-International Harvester fortune, on Biscayne Bay. Water-lovers should check out the boat tours of Biscayne Bay with scenic views of Miami and the chance to visit the island town of Key Biscayne.

There is lots to see and do throughout Miami and South Florida. Be sure to visit our volunteers from ATIF at the hospitality desk in the conference registration area for recommendations and insider tips to get the most out of your visit to Miami for the 56th ATA Annual Conference, November 4-7, 2015. See you there!
The American Translators Association’s Board of Directors met February 7-8, 2015, in Phoenix, Arizona. The meeting followed the Board’s Annual Study Day.

The Annual Study Day, formerly called the Annual Planning Day, allows the Board to discuss various aspects of the Association’s activities and governance in depth. These discussions help the Board come to a consensus on issues that serve as the foundation for working through complex options for the Association.

Here are some highlights from the Board meeting.

**Opening ATA’s Certification Exam to Nonmembers:** The Board was updated by President-elect and Governance and Communications Committee Chair David Rumsey on the plans to open ATA’s certification exam to nonmembers starting January 1, 2016. (The decision to open the exam was approved previously at the November 2013 Board meeting, following a decision made in 2001.) The Board discussed pricing the exam, membership retention, ethics considerations, communicating the changes to the membership, and the proposed timeline for related activity. Look for a survey on this in your e-mail inbox shortly.

**Nominating and Leadership Development Committee:** The Board approved the appointment of the members of the Nominating and Leadership Development Committee: Tony Guerra, Connie Prener, Karen Tkaczyk, and Susanne van Eyl. ATA Past President Dorothee Racette was approved previously as the chair. The committee has begun work on compiling the slate for the 2015 elections, and has created new online forms for this election cycle (see the article in the February issue of *The ATA Chronicle*).

**Finance and Audit Committee:** The Board approved the appointment of John Milan to the Finance and Audit Committee. John, who specializes in finance, accounting, and economics among other areas, is the president of the Carolina Association of Translators and Interpreters. He joins President Caitilin Walsh, President-elect David Rumsey, Secretary Boris Silversteyn, Director Corinne McKay, and Treasurer Ted Wozniak, who chairs the committee.

The Board meeting summary and minutes will be posted online once they are approved. Past meeting summaries and minutes are always posted online: www.atanet.org/minutes.php. The next Board meeting is set for April 18-19, 2015, in Alexandria, Virginia. As always, the meeting is open to all members, and members are warmly encouraged to attend.

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**From the Executive Director**

Walter Bacak, CAE
walter@atanet.org

**Board Meeting Highlights**

Finally, the Board was briefed on the preliminary work of the *Chronicle* Review Task Force, led by ATA Director Corinne McKay. The Task Force is examining all aspects of the magazine—content, design, cost, advertising, print and online presence, etc. The Task Force will make its recommendations at the next Board meeting. A call for member feedback will go out in advance of that meeting.

**Check Out ATA’s Guides to Services Agreements**

ATA offers two guides developed by ATA volunteers to assist interpreters and translators in reviewing and drafting contracts. These free online guides offer practical explanations and commentary for standard terms, conditions, and clauses.

**Interpreting**

www.atanet.org/business_practices/interpreting_agreements.php

**Translation**

www.atanet.org/business_practices/translation_agreements.php
A. Overall Development

Our overall financial performance in FY2013-14 (fiscal year from July 1, 2013 through June 30, 2014) was not entirely satisfactory as we ended the year with a net “operating loss” (change in net assets before gains/losses on investments) of almost $33k (FY2013: net profit of just over $500). This loss was composed of a net loss of $18k for the American Foundation for Translation and Interpretation (AFTI) due to the required write-off of AFTI’s Julia Segall-Derfler Scholarship, as well as a net “operating loss” for ATA of $15k. Fortunately, a net gain on investments (both realized/unrealized) of $34k allowed us to end the fiscal year at just over breakeven with $132 in consolidated net income (FY2013: $20k). Excluding the AFTI loss, ATA ended the fiscal year with a stand-alone net gain of $18k.

B. Income and Expenses

On a more pleasing note, the positive net result for the FY is now our second in a row, reversing the loss trend we experienced each year from 2009 through 2012. Our deficit in net assets has now been reduced by $20k, from the 2012 nadir of $219k to $199k. However, this is below both the budgeted goal of $36k for FY2014 and the goal for eliminating the deficit by the end of FY2016.

Total revenue was $2.69m, primarily from dues of $1.77m (+7% over 2013), conference revenue of $584k (-14%), and certification revenue of $190k (-11%). Dues revenue increased as a result of the increase in annual dues, which was offset somewhat by the 3% decline in individual members to 9,768 as of June 30, 2014 (compared to 10,117 at the end of FY2013). Revenue for The ATA Chronicle fell sharply by 35% due to the loss of postage revenue from overseas members who opted for the e-Chronicle. Conference revenue declined year-on-year as expected, since that revenue is highly dependent on the particular location.

Expenses for our major programs were mixed, with some posting significant declines (e.g., conference expenses were down 7% in line with expectations), while others such as certification and The ATA Chronicle saw only minor reductions of 1% each. Total expenses for program services fell by 2% to $1.93m.

Expenses for support services were also mixed, with general and administrative expenses up by 3% and on target at $734k, while expenses for officers and directors, board meetings, and other governance expenses declined by 11% to $66k.

C. Cash Flows

The stringent cash/accounts payable management program instituted by our accounting manager at ATA Headquarters, Kirk Lawson, had a very positive impact in FY2014, in that it allowed ATA to get through the summer—traditionally a period of net cash outflow—without having to withdraw cash from our money market account. Cash inflows from operating activities improved dramatically, from $5.8k in 2013 to $163k in 2014. Cash used in investing activities remained essentially unchanged at $32k, resulting in a net increase in cash and cash equivalents for FY2014 of $132k (FY2013: net decrease of $26k) and an end-of-year balance of just under $370k in cash and cash equivalents.

D. Assets and Liabilities

Our total current assets as of June 30, 2014 were $437k, mostly consisting of cash and cash equivalents of $370k and prepaid expenses of $58k, compared to last year’s total current assets of $306k. This positive development was due to the
strict and prudent cash management mentioned above.

In addition to the increase in our cash account of $132k, a $36k increase in the value of our long-term investment account also contributed to the increase in total assets to $972k (2013: $816k), for a year-on-year increase of 19%. The increase in total assets was mostly offset by a rise in deferred revenues (mostly unearned dues revenue) of $165k, with total liabilities ending the year at $1,170k, leaving a year-end net deficit of just under $199k.

II. Investments

Our portfolio continues to be invested conservatively and is divided more or less equally into cash, equity mutual funds, and income mutual funds. The total value of the investment account as of June 30, 2014 was $531.8k, an 11.7% increase from $486.6k in 2014 (2013: -16.9%). On a calendar year basis, the total value as of December 31, 2014 was $534.5k, up 13.4% compared to 2013’s $352.8k (+8.3% over 2012).

As of December 31, 2014, the portfolio had $82k in capital gains and income (2013: $69.5k), consisting of $66.7k in unrealized gains (2013: $57.9k), $5.5k in realized gains (2013: loss of $755), and $9.7k in dividends and interest income (2013: $12.3k), for a total return on investment of 15.4% (2013: 19.7%).

III. Other Information and Summary

As recommended by our external auditors, cost analyses of ATA’s major programs (The ATA Chronicle, certification, Annual Conference, and professional development) are planned or underway. The initial analysis for The ATA Chronicle has been completed, the Annual Conference analysis should be completed this spring, and the remaining two analyses are scheduled for completion prior to ATA’s 56th Annual Conference, November 4-7, in Miami, Florida. The relevant committees and the Board of Directors will review these reports and make decisions aimed at reducing, and eventually eliminating, the net deficit that ATA has experienced over the past few years. While progress has been made in this regard, more work is needed to return our balance sheet and income statement to a healthy “black.” (Editorial comment: You can help your association here by taking professional development webinars, attending the Annual Conference, and staying at the conference hotel.)

As I reported at ATA’s Annual Conference in Chicago, while our finances are not currently in the shape we would like, they are improving and should continue to improve over the next few years. As treasurer, I will continue to monitor our financial development, report to the Board, and make recommendations for improving and enhancing our financial health.
The member-exclusive ATA Professional Liability Insurance Program protects you against claims alleging errors, omissions and/or negligence as a result of your translation and interpreting services. This comprehensive professional insurance solution covers your legal costs and liability settlements. It also includes unique program and coverage highlights such as:

**Program Highlights**
- Limits ranging from $250,000 to $1,000,000 annual aggregate (higher limits may be available)
- Affordable Premium: Minimum annual premiums starting from $400
- Experienced claim counsel and risk management services
- Easy online application and payment process
- Additional discounts to ATA-certified translators

**Coverage Highlights**
- Professional services broadly defined
- Coverage for bodily injury and/or property
- Coverage for work performed by subcontractors
- ATA agency endorsement

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Entrepreneurial Linguist

I found parts of Judy Jenner’s November-December column (“Do You Need a College Degree?”) to be offensive to many of our colleagues who have developed their skills non-traditionally. Of course, formal education is of great help in our industry and should be encouraged. Yet her tone reached the level of a putdown in certain places, such as “Would I work with ... a colleague who did not have a college degree? ... probably not, as I have a long list of colleagues with impressive credentials to whom I am more likely to outsource.” Interestingly enough, she made no mention whatsoever of ATA certification as one of those credentials!

From my own experience, as a former university instructor of translation, I have noted that many of my best students did not have college degrees. Judy Jenner actually stated that she knows “no translators” who are successful who do not hold a college degree. She might be surprised to learn that some of our colleagues, even without a bachelor’s degree, have proven their skills to the point of becoming ATA graders or raters for professional exams.

Madeline Newman Rios
Claremont, CA

Response to Madeline Newman Rios from Judy Jenner

I think it’s important to tackle somewhat controversial topics occasionally in my columns that elicit a response from readers and colleagues, and I always welcome opinions that are different from mine. My point was simply that it’s ideal to have a college degree to be competitive in this highly competitive industry.

I believe that we are doing a tremendous disservice by deemphasizing the need for formal education. I have found that in my position as an adjunct professor of translation and interpreting studies that many of my outstanding students have yet to complete their studies, but I believe that higher education is an important tool to be competitive. Certainly other factors are relevant as well. When it comes to formal education and the translation industry, I think more is more.

Of course there are always exceptions to this, and I am happy to hear that Ms. Rios knows excellent translators without a college degree and enjoys working with them.

Judy Jenner
Las Vegas, NV

Tips for Project Managers

Igor Vesler’s article “Two to Tango: Tips for Project Managers from a Freelance Translator” (October 2014) was a valuable piece of information! I am planning to send it to one of my new (and-maybe-never-more) clients who asked me to revise a 17k job that was very poorly translated from English into Brazilian-Portuguese. The translation was so bad that after finishing it early this morning, I decided to inaugurate the following motto: “There is no point in translating the words if you don’t convey the meaning.”

Hilton F. Santos
São Paulo, Brazil

Two to Tango

I wish to congratulate Igor Vesler for the excellent article “Two to Tango” in the October edition of The ATA Chronicle. Igor faithfully reflects many but not all of the tricks and games we have learnt to expect from project managers over the years. The article is a great help and is written in a gentle, non-accusative style.

Richard T. Herbert
Capital Federal, Argentina

We’re Waiting to Hear from You!

Do you have a comment about a particular article or column? We’re always interested in hearing what you have to say. Submit your letters today to jeff@atanet.org.
We are freelancers. We don’t need to maximize profits for invisible stockholders, who tend to only care about their dividends or capital gains and not a whit about language or what we do. For us, the definition of being rich is not to want for anything. We don’t define our wealth in terms of having more toys than the next person. Therein lies the secret to what I call breakeven pricing: making enough money for ourselves and not worrying about whether anyone else is making more or less.

A simple definition underlies what this article is about: the breakeven point is that price above which we are making a profit and below which we are losing money. In other words, the cost of delivering the product or service equals the money taken in for delivering it.

To price any product or service, one simply has to charge more than the breakeven point. How much more is completely irrelevant. This is because if we have calculated the breakeven point correctly, we don’t want any more; the profit is only a safety margin (accountants call it the “gross operating margin”).

In absolute terms, every transaction (whether a translation, an interpreting assignment, or even a piece of pottery at a craft fair) has its own unique breakeven point because the costs of each transaction differ over time, along with the countless variables that go into it. We could go nuts trying to calculate that. Fortunately, we don’t have to. Here are some simple steps to help you calculate your breakeven point.
**Step 1: Add Up Everything You Want or Need—Everything**

Do this for one year. Include what life is costing you now, but also everything you want for the future. Do this for yourself and your family. Involve your partner and family, and especially anyone who is or may soon be contributing to the family budget. After you make your personal budget list, it’s time to make one for your business. You really should develop a business plan so you know where you want to take your business, but that is the subject for another day. For this first time, just imagine what your business needs to run the way it should, especially if you know you need some items that you don’t have now. (See Figure 1 below for a sample itemized budget.)

Now, add it all up. This is not the time to worry about whether you can afford it or earn enough. This step is for dreams. After all, a plan is just a dream with a due date. You have to start with the dream.

**Armed with the breakeven point, you can make sound economic decisions for business or personal reasons.**

**Step 2: Figure Out How Much Time You Have to Make the Money in Step 1**

Generally, there are about 2,000 working hours in a year. That assumes an eight-hour workday and a two-week vacation. Human resources experts use 2,000 to figure hourly wages in their heads. For example, $25/hour equals $50,000/year; the minimum wage is only $7.25/hour, which equals $14,500/year.

The problem is that you cannot work 2,000 hours in a year. There are holidays, and you get sick sometimes. As freelancers, we can take time off for more important things than our jobs, but we have to subtract those hours. As an example, a public sector job in Virginia would give you 11 holidays (88 hours) and 80-120 hours of sick leave. That would take 10% (200 hours) off your 2,000 hours right there.

Also, you cannot work on billable, paying jobs all of the time. You have to run your business: get the mail, deposit checks, attend conferences, meet with clients, travel, etc. It’s valid work time, but you cannot assign it to any one client, so it becomes a business expense that is not reimbursed. We call this **overhead** (or indirect costs). You make each client pay their fair share by taking those hours out of the equa-

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**Figure 1: Itemized Personal/Business Budget**

<table>
<thead>
<tr>
<th>Personal Budget Items</th>
<th>Business Budget Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent/mortgage</td>
<td>Operating costs</td>
</tr>
<tr>
<td>Student loans</td>
<td>Utilities (phone, ISP, etc.)</td>
</tr>
<tr>
<td>Other debt payments</td>
<td>Books and subscriptions</td>
</tr>
<tr>
<td>Eating out</td>
<td>Professional dues</td>
</tr>
<tr>
<td>Clothing</td>
<td>Travel</td>
</tr>
<tr>
<td>Vehicles</td>
<td>Metro/bus card</td>
</tr>
<tr>
<td>Insurance premiums</td>
<td>Office supplies</td>
</tr>
<tr>
<td>Charity and tithes</td>
<td>Postage</td>
</tr>
<tr>
<td>Bank charges</td>
<td>Education (e.g., ATA Conference)</td>
</tr>
<tr>
<td>Groceries</td>
<td>Repairs and maintenance</td>
</tr>
<tr>
<td>Childcare</td>
<td>Growth/capital costs</td>
</tr>
<tr>
<td>Entertainment</td>
<td>Hardware and software</td>
</tr>
<tr>
<td>Volunteer activities</td>
<td>Scanner/fax/copier</td>
</tr>
<tr>
<td>Home costs</td>
<td>Office furniture</td>
</tr>
<tr>
<td>Retirement plan</td>
<td>Office improvements</td>
</tr>
<tr>
<td>Building wealth</td>
<td>Audio and recording equipment</td>
</tr>
<tr>
<td>Taxes</td>
<td>Interpreting booth</td>
</tr>
<tr>
<td>Medical costs</td>
<td>Vehicle</td>
</tr>
<tr>
<td>Saving for known future costs</td>
<td>Strategic plan (capital costs of an office; expansion costs)</td>
</tr>
<tr>
<td>Other (???)</td>
<td></td>
</tr>
</tbody>
</table>

(Please note that I made up the categories above, so you will have to build your own lists.)
tion so that your rate goes up enough to cover the overhead. If you’re doing one hour of indirect activity for every two hours of direct work (most businesses are not that efficient), you have an overhead of 33%. If you take a third off the 2,000 hours, or about 667 hours, you’re now down to about 1,133 available hours.

**Step 3: Divide Step 1 by Step 2**

This will give you the breakeven point, which is the amount of money you need to charge each hour. If Step 1 was $50,000, and the time available was 1,133 hours, you would need to charge at least $45/hour for your time. That is your breakeven point, which becomes your secret number. This means that you will always charge something above that number or walk away from the job.

**Step 4: Set a Fair Price**

This is where reality sets in. Now that you know how much you need to be making, you can do some serious planning to achieve it—or relax because you’re already charging enough (it happens).

The first thing to do is to get over the shock if you discover that your breakeven point is a bigger number than expected. Some of your dreams may be unrealistic, but you now have the power to look at them and to decide whether to put them in a plan for later or admit that you don’t really need/want them. After all, you don’t have those things now, so it’s not like giving up something.

Similarly, maybe you have more time to make money than you allowed in the first draft of your plan. You could plan to work on Saturdays (like the owner of a retail store) and add 400 hours to your calculation. This is the point where you start to make those adjustments.

Avoid the temptation to cut your holidays or eliminate sick days; leave them in the calculation. If you don’t get sick, or you find yourself alone on a holiday with a job to do, the extra time you put in will be banking cash that you will need someday.

Be conservative and prudent. Remember, these are estimates, not hard figures. When doing your calculations, round up to the next higher dollar, even if it’s only one cent over an even number (e.g., for $44.01/hour, think $45/hour).

There are many other considerations that you can bring into the mix now. For example, if you’re charging well below your breakeven point, you need a strategy for boosting your rate back into a profitable range. You can learn strategies for raising your rates by joining ATA’s Business Practices Yahoo group and going through the old message threads. Once you have your breakeven point, I think that some of the books and articles you read will make more sense. Any “business” advice you receive that causes you to charge less than your breakeven point is nonsense.

In the range that most language mediators work, it would be reasonable to charge about $5 above your breakeven point. So, for example, if my breakeven point were close to what I’m charging now, I might charge $5-10 over the breakeven and then come back in six months to review how well my initial data looks.

**Step 5: Setting a Piece Rate**

Most professionals charge by the hour, but translators, potters, bootblacks, painters, fruit pickers, and many others must charge by the item. This is known as a “piece rate.” For translators in the U.S., the piece rate is customarily cents per word; elsewhere, it might be per line, per character, or per page. Converting the hourly price that you have set is a matter of knowing how fast you can work. That requires keeping track of your time as you work. Once you know your average speed, your piece rate becomes your hourly rate divided by the number of words (lines, characters, pages, etc.) that you translate on average. For example, if your hourly rate is $50/hour, and you translate on average 500 words per hour, then you should be charging at least 10¢/word.

You can do this exercise using your breakeven point (your secret number) to obtain the per-word rate below which you should be turning down the job. For example, if your breakeven point is $40 per hour and you translate 500 words per hour, your breakeven piece rate is 8¢/word.

**Final Step: Have Fun**

There are many reasons you might want to take a job below your price range—maybe even below your breakeven point. When you work below your breakeven point, however, know it for what it is: a pro bono, in-kind contribution to a charity or a church, a personal favor, a hobby, or an avocation. You’re not in business under these circumstances, but that doesn’t mean that what you do has no value. Armed with the breakeven point, you can make sound economic decisions for business or personal reasons. In either case, I hope that you always enjoy what you do.

**Note**

If you work as a translator or interpreter, you are probably working as an independent contractor, the classification used for tax purposes. That means you choose your own hours, as well as with whom and on what you work. Instead of receiving a paycheck from your employer, an independent contractor usually bills the client, who sends payment at a later date.

Generally, independent contractors will use Schedule C when preparing their taxes, which are filed along with Form 1040. You will also have to file Schedule SE (self-employment tax) to make sure that Social Security and Medicare taxes are paid. If you make more than $400 a year from your translation business, you are required to declare it as income on your tax return.

As tax time is upon us, there are

Make sure you always reconcile your own records with 1099s received.
several tax issues and deductions that are particular to translators, so let’s explore a few essential things to remember.

**Keep Adequate Pay Records**

Have a good, reliable system for recordkeeping. It could be electronic or paper, whichever works best for you. Anytime a client pays you more than $600 in a year, he or she is required to provide you with a Form 1099 at tax time showing the amount paid to you. However, don’t rely solely on receiving this, as you may have many assignments paying less than $600, for which you will not receive a Form 1099. Make sure you always reconcile your own records with 1099s received.

It’s important to know the date you were actually paid. Under the cash method of accounting, which is the one most commonly used, the IRS counts the day the funds were made available to you, and not the day you actually put them in the bank. For example, if you were paid on December 24, 2014 but never deposited the funds until January 2, 2015, the funds would need to go under income for 2014.

Also, if you have subcontracted with anyone and paid them for work completed, you should include this as part of your contract labor expenses. You don’t have to give your subcontractors a Form 1099 unless you paid them $600 or more during the year.

**Dues, Professional Certifications, and Classes are Deductible**

You can deduct the cost of dues to any professional organization connected to your work. Classes are deductible if they are related to the business you are in, regardless of whether they are required or not. For example, you can deduct the cost of a 40-hour required course, as well as a medical terminology course you take to enhance your knowledge.

**Working Out of the Home**

Don’t forget to deduct the cost of your home office when working out of the home. The deduction is a percentage of the total square footage of your residence. You don’t have to own a home to deduct this space. If you are renting, you deduct the percentage of the space that is used for business purposes. You cannot deduct the cost of the kitchen, however, if you do your work on a laptop on the kitchen table. The space must be a dedicated space used for home office purposes.

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**Quick Tax Facts**

You can deduct the cost of dues to any professional organization connected to your work.

You can deduct the cost of your home office when working out of the home so long as the space is dedicated for office use. The deduction is a percentage of the total square footage of your residence.

The IRS usually allows 50% of the cost of meals to be deducted if you incur them while engaged in business purposes.

Transportation costs, registration fees, and accommodations for professional conferences are all deductible. Half of the cost of meals can be deducted (as long as they were not included in your registration fee).

If you use your computer, fax, or printer for business and personal use, you can deduct a percentage of the business use.

Any medical insurance premiums you pay for yourself can be deducted on Schedule C.

For more information on reporting requirements and your taxes, please consult a qualified accountant or tax professional.

For more information, please see information for self-employed individuals provided by the IRS at www.irs.gov/Individuals/Self-Employed.
Meals
If you’re working outside of the home on assignment, you can deduct the cost of meals. Generally, the IRS allows 50% of the cost of meals to be deducted if you incur them while engaged in business purposes. If you buy a meal for a client while discussing business-related issues, this same limitation applies.

Mileage
Always keep track of your mileage to and from assignments or business meetings. There are many methods for doing this, including a daily written log, a spreadsheet on the computer, as well as mobile apps to make this task easier. Total your mileage as you go along—don’t wait until the end of the year to figure it out.
You can use your car for personal purposes, but only the business mileage percentage is deductible. Write down your odometer reading at the beginning of the year and at the end. Subtract your business miles from this, and you have the percentage of business use for your car. This figure could be helpful for certain IRS deductions.

Conferences and Meetings
Transportation costs, registration fees, and accommodations are all deductible. Half of the cost of meals can be deducted (as long as they were not included in your registration fee). An easier way may be to use the standard meal deduction based on the area in which you travel. You can use this on any meals for which you pay that were not included in registration costs. On your departure and return date, however, you are allowed only a portion of this daily amount.

Medical Insurance Premiums and IRA Contributions
Any medical insurance premiums you pay for yourself can be deducted on Schedule C. If you have set up an IRA, contributions are tax deferred until distributions are made at retirement age.

Total your mileage as you go along—don’t wait until the end of the year to figure it out.

Telephone
The general rule followed by the IRS is that you can deduct the cost of a phone only if you have another line that is for personal use.

Office Supplies and Equipment
You can deduct the cost of ink and paper and other supplies used in your business. If you use your computer, fax, or printer for business and personal use, you can deduct a percentage of the business use. You can figure this out by dividing your waking hours by the number of hours you usually spend working. For example if you are up at 7:00 am and go to bed at 11:00 pm (16 hours) and spend eight hours working, your business total would be 50% (16/2 = 8).

Big Equipment Purchases
If you have larger equipment purchases that you expect to use for more than one year, you can depreciate, rather than deduct, this expense. To figure this out, divide the cost by the life expectancy (determined by the IRS). For example, if you buy a new office chair that costs $300, it will have a depreciation life of five years, so generally you can deduct $60 per year. Some examples would be translation software, office furniture, computer, printer, and fax, if used more than 50% for business use.

The Bottom Line
In summary, you take all of your income, subtract the expenses, and you will have your net profit for the year. The net amount often does not seem like a lot after you deduct all of your expenses. However, being an independent contractor means you can deduct many things you cannot deduct as an employee, such as mileage and office supply purchases, leading to a much lower net profit.
So, besides doing what you love and working within your own time frame, there are many benefits. However, there are also many responsibilities and bookkeeping tasks that are often put on the back burner due to lack of time or disinterest. After all, most of us would rather be exercising our language skills than organizing our pay and mileage records.
So, remember: you will be glad you kept good records and maintained well-organized filing systems when tax time rolls along. You won’t have to look far for documents and records, and you can have more time to devote to what you love doing.

Reminder: Beware of Scams
If it’s too good to be true, it is probably a scam. A number of e-mail and online scams have specifically targeted translators and interpreters. Stay vigilant!

ATA Members and Internet Scams www.atanet.org/membership/internet_scams.php
National White Collar Crime Center www.nw3c.org
Perhaps this is the time of year when many of my U.S.-based colleagues are being asked by their certified public accountant or tax preparer whether they have accrued interest in any foreign financial assets. Tax preparers require this information in order to determine if these assets need to be reported on Form 8939 and attached to Form 1040. However, for companies and financial institutions abroad, the process is a little more complicated than just filling out a form.

In order to comply with U.S. tax laws and avoid tax withholdings, foreign financial institutions (FFIs) must either sign an agreement requiring them to provide the U.S. with information concerning all of their clients who have identified themselves as U.S. citizens or residents, or else report those account holders, either individuals or corporations, who refuse to provide the FFIs with their personal information. But this is not the only requirement with which companies have to comply.

The main purpose of the Foreign Account Tax Compliance Act is to prevent tax fraud by U.S. citizens and residents who hold bank accounts or financial assets in foreign countries.
tions by individuals, companies, and financial institutions is known as the Foreign Account Tax Compliance Act (FATCA). The following provides an overview of the reasons this law was enacted, the constantly changing requirements that are affecting many parts of the world, and the agreements signed by the U.S. government with other countries. A short list of terms used in those agreements is also provided.

**Why FATCA?**

For some time now the fact that many U.S.-based companies hold profits in tax havens has been an open secret. According to the Organisation for Economic Co-operation and Development (OECD), an organization established to “promote policies that will improve the economic and social well-being of people around the world,” tax havens are defined as those jurisdictions that:

1) Typically impose null or small taxes and promote themselves to foreign citizens who wish to avoid high taxes in the countries in which they reside.

2) Offer protection of personal financial information through lax administrative practices or laws that keep foreign citizens from being scrutinized by their tax authorities.

3) Lack transparency due to limited regulation or supervision by their government, which in turn gives way to practices such as negotiated tax rates, secret rulings, etc.¹

In a 2000 report, the OECD listed several countries in Central America, the Caribbean, Middle East, and other regions as tax havens.² (Please note that Andorra, Liechtenstein, and Monaco have since been removed from the list of uncooperative tax havens.) In 2013, The Huffington Post published a list of 18 corporations that purportedly hold profits in tax havens due to their globalized commercial operations totaling $280 billion in non-repatriated income.³ Among those companies named were Apple, Microsoft, Las Vegas-based Wynn Resorts, Dell, Nike, and Oracle.

**What is FATCA?**

As part of the Hiring Incentives to Restore Employment Act (HIRE),⁴ passed on March 18, 2010, the main purpose of the Foreign Account Tax Compliance Act is to prevent tax fraud by U.S. citizens and residents who hold bank accounts or substantial financial assets in foreign countries. Several foreign states have already signed agreements with the IRS in order to provide information about those account holders who happen to be U.S. citizens or residents. (More information on these agreements is provided later in this article.) The requirements of this law are very intricate, but here is a quick summary:

- Foreign financial institutions (FFIs) must provide the IRS with information about U.S. citizens or residents who hold investments outside the U.S.

- Non-financial foreign entities (NFFEs) must disclose information about their stockholders.

- Countries who have not signed an agreement with the IRS must withhold 30% on certain money transactions (including income from a U.S. source, bank account deposit interest, and gross capital gains) made to and from the country’s financial institutions.

(Enforcement of this requirement was delayed twice: first it was extended to January 1, 2013, and then to July 1, 2014.)

So, basically after July 1, 2014, financial institutions in countries that have entered into an agreement with the IRS are required to provide information about their account holders or turn them away (i.e., close their accounts) should these account holders refuse to provide their personal information. In addition, FATCA applies even when a treaty or agreement to avoid double taxation is in place. In many countries, including Colombia, Chile, Spain, Australia, and Hong Kong, several privacy and secrecy laws have been amended in order for their governments to enter into agreements with the IRS.

**Who’s Who in FATCA?**

Several parties have to comply with FATCA. The requirements vary depending on the jurisdiction in which they are located, whether in the U.S. or abroad. For instance, whereas U.S. individual taxpayers are required to report information on certain financial accounts held in another country whose value at the end of the tax year is more than $50,000, those individual account holders deemed U.S. persons must also provide their personal information to the FFI, which in turn will send it to the IRS for the purposes of avoiding tax evasion. Other considerations for U.S. persons are explained below.

The situation gets even tougher for the FFIs, as they risk losing many
clients, including foreign nationals, due to these requirements. However, they may avoid withholding requirements if they agree to register with the IRS and provide information about accounts held by U.S. citizens. Non-financial foreign institutions (NFFEs) whose owners are U.S. individuals are also required to report. U.S. financial institutions (USFIs) and entities will be required to withhold 30% on specific payments that originated in the U.S. made to foreign entities only if the USFI fails to provide proper identification of such foreign entities.

Who is a U.S. Person?

As established earlier, all U.S. individuals are required to comply with FATCA, but the term “U.S. person” has created some confusion. The IRS helps clarify this to some extent by stating that a U.S. person is someone who falls into one or more of the following categories:

- Is a U.S. citizen by birth or naturalization, even when he or she has dual nationality.
- Is not living in the U.S.
- Holds a U.S. passport.
- Is a U.S. legal permanent resident (green card holder).
- Is a nonresident individual who chose to be treated as a U.S. resident for tax purposes, provided that he or she meets the “presence” test.¹

Key Terms

In order to require foreign financial institutions and foreign governments to cooperate and report any information regarding U.S. residency, citizenship, or foreign ties for the purposes of tax compliance, FATCA legislation provides for the execution of an Intergovernmental Agreement (IGA) entered into by the U.S. Department of the Treasury and the foreign country’s treasury regulator counterpart. The U.S. Treasury has a page on its website dedicated to FATCA containing information on IGAs (under “Treaties”).² This page contains a copy of all the agreements the U.S. Treasury has signed with other countries. A press release from the U.S. Treasury stated that as of April 2014, the U.S. had signed 26 IGAs, and that 19 more jurisdictions would be treated as though they had executed this agreement.³

So, are translators in this sector likely to see an increase in terminology related to these regulations? Given the importance of FATCA compliance to companies with foreign interests, encountering such regulations is a distinct possibility. Even though we may not be offered many translations of the agreements per se (translations are already in place), we should be familiar with the key terms or at least have some source for reference as more foreign banks change their privacy policies and banking account terms for all of their current and future account-holders. (This is the fun part for translators and interpreters!) Page 21 contains a sampling of the terminology with which you should be familiar.

What’s in Store?

In summary, FATCA is designed to identify and repatriate income earned or kept abroad by U.S. persons or entities in order to prevent tax evasion. As of the date of this publication, several IRS forms have already been amended to that end, including, but not limited to, Form W-9, Form 1099, and Form 1042 (Annual Withholding Tax Return for U.S. Source Income of Foreign Persons). The IRS has published a compilation of FATCA-related forms for businesses and corporations on its website for reference.⁴

When I presented this topic at ATA’s Annual Conference in San Antonio, a lot of information about FATCA was still unknown and all entities were getting ready for many changes. Recently, I have translated financial texts that already incorporate some type of reporting requirement for U.S. persons due to the fact that banks and financial institutions abroad are scrambling to be in full compliance to avoid stiff penalties or losing account holders. The long arm of the IRS is actually reaching every corner of the world and there are more changes and additional rules coming into effect in the months ahead and at least until March 2018. So, if you’re a translator specializing in finance, accounting, auditing, international business, corporate law, and many more taxation-related fields, it’s time to start reading and getting acquainted with the terminology already translated into your language.⁵ No matter where you’re located, Uncle Sam may soon be in your neighborhood!

Notes


Sampling of Terminology Pertaining to FATCA Regulations

**Foreign Financial Institution (FFI):** Any non-U.S. entity that: 1) accepts deposits in the ordinary course of a banking or similar business; 2) holds financial assets for the accounts of third parties as a substantial portion of its business; 3) is engaged primarily in the business of securities investment, reinvestment or trading, or trading in securities interests in partnerships, commodities, or any interest in securities (including futures, forwards, and options). In other words, these entities will be banks, broker-dealers, insurance companies, pension funds, mutual funds, hedge funds, and private equity funds. Government entities, nonprofit organizations, some local small FFIs, and retirement plans are exempt from this broad definition.

**Reporting [Nationality] Financial Institution:** [Nationality = Mexican, Japanese, etc.] Any non-U.S. entity that is required to report to the IRS.

**Reporting U.S. Financial Institution:** Two classifications: 1) an entity residing in the U.S., excluding its branches abroad; and 2) a financial institution (FI) with a main place of business abroad that has branches in the U.S., provided that the FI or branch has control, receipt, or custody of income that should be reported by statute.

**Non-Reporting [Nationality] Financial Institution:** Any FI abroad or other entity residing in the country that is specifically exempted from FATCA reporting by qualifying for it on the IGA. An institution can also be exempted by qualifying as a deemed-compliant FFI, an exempt beneficial owner, or an excepted FFI that reports all information required pursuant to applicable U.S. Treasury regulations.

**Financial Account:** Any account held in a financial institution, including:

- Equity or debt interest (not those traded in an exchange market).
- Debt or interest directly or indirectly related to assets that give rise to payments from a U.S. source that are subject to withholding.
- Cash value insurance and annuity agreements issued or maintained by the FI.

**Depository Account:** A commercial, checking, savings, or thrift account, including amounts held by insurance companies for a policy that will yield some payment or interest in the future.

**Custodial Account:** An account held for the benefit of another individual who is a holder of an instrument for investment (i.e., shares, stocks, notes, bonds, debentures, or any other type of indebtedness, currency, or commodity transaction, swaps, futures, and options).

**Equity Interest:** There are two scenarios to be considered for reporting purposes: 1) a partnership in a financial institution with capital or interest in the same; and 2) the beneficiary of a trust or any other person who has full control of the trust and is the holder of the equity interest.

**Insurance Contract:** An agreement according to which the issuer will pay money when a specific event occurs, such as accident, liability, or property damage.

**Annuity Contract:** An agreement according to which the issuer will make payments for a period of time based on the life expectancy of the beneficiary/holder.

**Cash Value Insurance Contract:** An insurance agreement that has cash value for more than $50,000.

**Cash Value:** The amount that the policyholder will eventually receive once the agreement is surrendered or terminated, or the amount that the policyholder can borrow from the policy, whichever is greater. Exceptions: 1) money received as a result of personal injury or sickness, or money obtained due to lost wages; and 2) reimbursement of money paid toward an insurance policy that was cancelled or terminated.

**Recalcitrant Account Holder:** An account holder who refuses to provide documents to prove U.S. or foreign status or who does not sign the release in those cases where the jurisdiction has information disclosure limitations.

**Specified U.S. Persons:** U.S. citizens and residents, certain trusts, partnerships, and private entities.
Related Links and Publications

**FATCA Terms and Definitions**

**OECD Tax Database**

**OECD Glossary of Foreign Direct Investment Terms and Definitions**


9. To look for the IGAs and terminology in your language, search for the agreements in your country’s treasury department or taxation authority website. For example, the agreement entered into by the U.S. Department of the Treasury and Mexico’s Secretaría de Hacienda y Crédito Público can be found here: http://bit.ly/FATCA-agreement.

**Coming Up**

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

Become an ATA Voting Member: Apply for Active Membership Review

**Who is eligible to become a Voting member?** ATA Associate members who can demonstrate that they are professionally engaged in translation, interpreting, or closely related fields may be eligible for Voting membership. The qualification process, called Active Membership Review, is free and online!

**Why should I become a Voting member?** Voting membership opens doors to your participation in the Association—take part in ATA elections, volunteer for Division and Committee roles, and increase your professional networking possibilities.

Check it out at www.atanet.org/membership/memb_review_online.php
“Who is ‘she’?” That was the question Louise (not her real name), the court reporter, had been subpoenaed to answer. And she was not looking forward to it.

The day “she” entered Louise’s life had started like any other. The assignment didn’t seem to be anything special. Sometimes routine is good.

There had been an arrest and a bilingual police officer had been the interpreter. The trouble was not the police officer’s command of the language. The issue was his interpreting technique, or rather, lack thereof. When rendering the deponent’s replies to Louise, the well-intentioned police officer began all of his statements with “She said,” and that is how they were entered into the record. Routine? Not a chance.

The problem? The police officer had introduced another character into the scene. There was already the lawyer, the deponent, the interpreter,
the court reporter, and now “She.” As taken, the records were confusing and needed to be clarified. Louise took pride in the quality of her work, so she was not happy.

Having police officers provide interpreting services is not in itself a problem. There are, however, two issues that come to mind: 1) conflict of interest, and 2) lack of training.

The conflict of interest issue is clear cut. Lack of training, however, is not so obvious. After all, the officer knew the language well—what else is there to it? Much, Louise would say.

Every deposition in which one of the parties requires an interpreter involves a minimum of three people: the lawyer, the deponent, and the interpreter. The court reporter labels her entries accordingly. (See Figure 1.) The interpreter takes on two roles: he or she speaks for the deponent, and at times may speak for him or herself. The odd thing is that when speaking for the deponent, interpreters speak in the first person, and their statements are taken as if spoken by the deponent. But when speaking for themselves, interpreters assume the third person and label themselves as they speak:

Figure 1: Example of Transcript Format Provided by United States District Court - Northern District of Indiana

18.10.1f Identification of Speaker. All speakers must be properly identified throughout the transcript, initially by their full name, thereafter by the following designations or courtesy titles, in capital letters indented ten spaces from the left margin:

<table>
<thead>
<tr>
<th>Speaker</th>
<th>Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>the judge</td>
<td>THE COURT</td>
</tr>
<tr>
<td>attorney</td>
<td>MR., MRS., MS., OR MISS + (last name)</td>
</tr>
<tr>
<td>witness</td>
<td>THE WITNESS (in colloquy)</td>
</tr>
<tr>
<td>interpreter</td>
<td>THE INTERPRETER</td>
</tr>
<tr>
<td>defendant (in criminal cases)</td>
<td>THE DEFENDANT</td>
</tr>
</tbody>
</table>

(See Exhibits 18.9-A through 18.9-E.)

Figure 2: Example of Transcript Format for Judicial Proceedings Provided by the New Jersey State Courts

The purpose of the interpreter is literally to translate the questions asked from English to the foreign language and the response from the foreign language to English. The text of the transcript will contain only the English translation using the standard “Q” and “A” format. Only when interpreters are speaking on their own behalf are they identified in the transcript.

Example:

| 1 | Q. What is your name? |
| 2 | A. Mary Ramirez. |
| 3 | Q. Where do you live? |
| 4 | A. Now I live at 245 Davis Road, in Somerville. |
| 5 | Q. Do you remember the afternoon of — — |
| 6 | THE INTERPRETER: I am sorry, I am having trouble hearing you. Did you say July 14, 1991? |

When the witness, rather than the interpreter, responds to a question in English, this is noted by the insertion of (In English) before the answer. Example:

| 3 | Q. You are pointing at the defendant Lynn Roger, are you not? |
| 4 | A. (In English) Yes, that woman right there. |
“The interpreter would like to ask for clarification.” This helps court reporters keep the record clean and easy to read. (See Figure 2 on page 24.)

On the record, all of the responses interpreted by the office and conveyed to the court began with “She said” (e.g., Deponent: “She said it was three pm.”). Now the judge needed to know to whom the deponent had been referring during deposition.

Yes, the day she was subpoenaed Louise would have done anything for a dose of routine.

Notes

Upcoming Events

April 24-26, 2015
International Medical Interpreters Association
International Congress
Rockville, MD
www.imia2015.org/conferences

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

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

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.
This month, I would like to address an important topic: the fact that as freelancers, we are free to work (or not) with any client. Oftentimes, I hear from colleagues that they feel locked into certain relationships, and while it’s certainly difficult to walk away from established business relationships, we need to do so if they don’t work for us—or at least try to negotiate better terms. Let’s keep the “free” in freelance!

I worked as an in-house translator for a big e-commerce site. While that was a lot of fun since I loved leading a team of translators, learned a lot about technology, and made many lifelong friends, I was not free to choose my projects. My internal customers (= other departments) would request translations, sometimes with unreasonable expectations and unreasonable deadlines, and it was my (and my team’s) job to get it done. I didn’t have the option to say, “Thanks, but no thanks, this deadline is too tight.” Everything always got done, but it required many all-nighters and months of 80-hour weeks.

As freelancers, we have the choice and the luxury to select our assignments. We also need to make sure we make a living. That’s why it’s important to choose wisely and make our customers happy while balancing the need to have a normal life.

My office very rarely turns down projects from our fantastic long-term repeat customers, many of whom have worked with us for more than a decade, but we have negotiated good terms and reasonable deadlines. It is normal to sometimes get upset about unreasonable expectations and deadlines (and yes, there are clients who can be unreasonable for sure!). However, without giving out too much tough love, let me say this: a business agreement always takes two parties. I like the “agree” part in “agreement.”

If you say yes to something, then you must do it, preferably without complaining too much. If it doesn’t work for you, tell the client rather than your colleagues who have no influence over the outcome (although oftentimes getting new perspectives can be very helpful). Don’t be afraid to negotiate better terms. It works like a charm if you say: “Unfortunately, we will not be able to complete this translation by Monday because we are completely booked. However, we can complete it by Wednesday if your timeline allows, or we can refer a trusted colleague.” Needless to say, most clients will think that this is quite reasonable, as most understand that all of us have multiple clients and don’t just work for one party. If they don’t understand that and are continuously putting lots of pressure on you, perhaps it’s time to re-evaluate that business relationship.

One of my favorite responses when customers see the rush translation surcharge on the price quote is: “Don’t worry! It’s not that urgent after all. We can definitely wait until next Wednesday.” This happens to me quite frequently, and it’s a friendly reminder, from the client’s side, that almost everything can be negotiable. This also works quite well when you charge a PDF processing surcharge. You’d be surprised how quickly the client will locate the Word document.

Just because you have worked with someone once or twice doesn’t mean you have to accept work from them for all eternity if the terms don’t work for you. It’s perfectly fine to say “no,” as long as you do so nicely and offer alternatives if at all possible.

The Entrepreneurial Linguist
Judy Jenner

Keeping the “Free” in “Freelance”
The Undeniable Truth of Yoga Pants

I must admit that there is something intoxicatingly wonderful about a comfy pair of yoga pants when I have some heavy lifting to do. In fact, it’s not at the top of my to-do list to admire my fashion sense when moving furniture, doing spring cleaning, or working out. It’s an undeniable truth that, for me, comfort is key.

Bringing this concept into the language world, translators and interpreters are keenly aware of which language is the most comfortable, so-to-speak, to translate or interpret into. It’s the language in which they may have the most formal education, grew up speaking as their primary language, or some other combination of factors that make them most capable to write or speak it. (In the case of conference interpreters, this would be their A language, for which they tend to be hired to interpret into.)

As interpreters, given the same expectation of accuracy, you would think that it’s understood that we should be just as concerned with our A versus B languages as our translator colleagues. In addition to the skills we must master, most of us work into and out of our A and B languages all of the time, and yet our awareness of which language we consider our “yoga pants” can easily be overlooked as part of our professional responsibility.

When I was first hired as an interpreter, my job included written translation work. Between interpreting assignments, I would frequently return to the office to translate patient information into Spanish, my B language. After spending many hours every day interpreting medical conversations into Spanish, it was easy to presume that my skills would be just as good with the written word. It took a bit of maturity in the profession to realize the difference between the nature of spoken and written communication. With this insight, it became clear that despite solid competency as an interpreter into and out of my working languages, as a translator, I’m much more skilled into English. I came to appreciate that producing a reliable translation into my B language merited a bit of extra effort on my part. Many interpreters sometimes fail to recognize the same distinction between their strong language and the one that requires more effort.

Now, an interpreter is usually expected to have nearly equivalent skills in both the A and B languages, but it still matters which is which and where our true strengths and limitations lie. Isn’t it true that we often find ourselves interpreting the less formal (easier?) speech into one language, and formal (more complex?) speech into the other? So, if our A language is required to produce the easier speech and the B is required for the more complex, couldn’t we get a false sense of security that our B rendering is just as fantastic as the easy into-A stuff we do? If the opposite is true, and we are having to understand complex, rapid-fire speech in our B language, how sure are we that we understood everything completely?

A carefully rendered interpretation is a product of not only finding correct equivalents, but also how secure the interpreter is about vocabulary choices. By being open to admitting our strength in one language over another, and one direction over another, I think we are less likely to become defensive when challenged, or be too hard on ourselves if we make a mistake. Once we have our strength identified, we are more free to work to improve our limitations and polish our strengths. We can seek out colleagues who can observe us and provide feedback, or who are willing to allow us to learn from them. Our training can become more focused than simply adding to our vocabulary or note-taking skills. It’s quite liberating, actually.

My undeniable truth is that failing to recognize (admit?) that I don’t have two A languages, but instead an A and a B, is like failing to recognize that a pair of comfortable yoga pants is more suitable to wear than a cocktail dress when moving a mattress. Sure, I may be able to maneuver quite well in the dress (B language), but the yoga pants (A language) are infinitely more workable and familiar for getting that mattress up the spiral staircase (rendering the message). My training, practice, and attention must understand that yoga pants should not be the only thing I wear, no matter how cozy it would be.
I like Twitter. It’s a good way to learn what’s happening and at the same time have an additional motivation to process and curate information so that you can share noteworthy articles and information yourself. It was in that spirit that I shared an article by Matthew Blake about the dangers of lawyers using Google Translate, specifically regarding quality and confidentiality. Not only that, but I even tagged on a “Good read” to my tweet.

It’s true that I had not noticed that the article was “sponsored content.” (But truth be told, I have ghost-written a number of articles for sponsored content placement and they were still pretty good, if I do say so myself.) Either way, I was not quite prepared for the storm that broke loose, a very small portion of which you can follow at the link provided at the end of this article. I did not jump with both feet into the assumed controversy right away, but a few days after the original eruption, I revisited the contentious topic—the issue of confidentiality when using services like Google Translate and Microsoft Bing Translator—and was surprised by what I found.

Like probably most of you, I had always assumed that everything passing through one of those two services would be used by Google and Microsoft. Well, that is only partially true, but it’s especially important for us to know the exact point when the data is being used.

When you go to the terms of service on Google Translate, it’s exactly like Blake’s article claims. Here is the language:

When you upload, submit, store, send, or receive content to or through our Services, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations, or other changes we make so that your content works better with our Services), communicate, publish, perform publicly, display publicly, and distribute such content.

This is pretty clear-cut and very much along the lines of what we expect. Your source content will be used (not your target, unless you use one of the tools on the site to modify the suggested translation).

Google Translator Toolkit, the minimalistic translation environment tool that Google offers, also uses your content, only here it uses both source and target:

We may use the content you upload to Google Translator Toolkit to improve Google services pursuant to our Terms of Service [see above]. If you delete your content from Google Translator Toolkit, we will delete the content from our servers and, from that point forward, will not use it for any additional improvements to Google services.

I’m not a lawyer, but in my mind the last addition means that while the data is not being processed anymore once you delete it, whatever has been gained from the data while you had it stored with Google Translator Toolkit will still be used.

However, things are different once you use Google Translate API. (We use API in most translation environment tools essentially any time we enter the “API Key” and have to pay for the use.) In that case:

Google does not use the content you translate to train and improve our machine translation engine. In order to improve the quality of machine translation, Google needs parallel text—the content along with the human translation of that content.

Now, I’m not sure about the parallel text statement. Statistical machine translation engines typically do use monolingual text alongside parallel text. I also do not know why they would need the monolingual content of the non-API Google Translate but not this one. But, hey, what do I know, right?

All this said, Google is assuring us that it will not use any of our data...
if we pay for the translation service. Did you know that? I didn’t.

Let’s move on to Microsoft and the data that gets submitted to Microsoft Bing Translator. Microsoft has all of its terms nicely put together on one page:

Microsoft Translator does not use the text you submit for translation for any purpose other than to provide and improve Translator, including improvements to the quality and accuracy of translations provided by Translator. (…) The text we use to improve Translator is limited to a sample of not more than 10% of randomly selected, non-consecutive sentences from the text you submit, and we mask or delete numeric strings of characters and e-mail addresses that may be present in the samples of text. The portions of text that we do not use to improve Translator are deleted within 48 hours after they are no longer required to provide your translation. If Translator is embedded within another service or product, we may group together all text samples that come from that service or product, but we do not store them with any identifiers associated with specific users.6

Okay, kind of what we thought. What about Microsoft Translator Hub, the customizable machine translation engine that Microsoft offers?

The Hub retains and uses submitted documents in full in order to provide your personalized translation system and to improve the Translator service. After you remove a document from your Hub account we may continue to use it for improving the Translator service.7

That is a little “less generous” than Google. Even after you withdraw your documents, they might still continue to be processed.

What’s really interesting is that there is also an exception. Just like with Google, if you pay (enough) you can opt out of your data being processed. If you subscribe to a monthly volume of 250 million characters or more, you may request to have logging turned off for the text you submit to Microsoft Translator.

So, if you pay a little more than $2,000 per month ($2,055 to be exact8), you can request not to have your data processed by Microsoft to improve the translation service. (The same terms apply to Microsoft Translator Hub.)

So, to summarize, if you do not pay for either Google’s or Microsoft’s services, your data will be processed. If you pay (in Microsoft’s case: if you pay a whole lot), your data will be left alone. That is at least what the legal language says. And that should have an impact on the ongoing discussions on confidentiality concerns when using generic machine translation services.

And Blake’s article? He was essentially right, since he was not talking about professional linguists who would likely be using API Google Translate, but about the casual user in the legal field. His concerns about quality are spot on as well.

What about us not being in a position to have an impact on those matters? After I published an early version of this article in my newsletter, I sent it to one of the people at Microsoft whom I have worked in the past. He wrote to me recently to share his concern about the decreasing quality of translation this past year, wondering aloud whether generic machine translation engines like the ones discussed in this article are to blame. When I shared this on Twitter, a deluge of responses suggested he should find new vendors or that it’s the responsibility of the individual translator to choose a tool. I agree. Still, we would be wise to “treasure all these things and turn them over in [our] mind.”

Notes
I have read a lot of excellent blog posts from my fellow freelancers talking about setting boundaries with clients: establishing what type of deadline is okay and the price for which you are willing to work, or even establishing when you will be available via e-mail throughout the day. Like most of us, I sometimes have trouble saying “no” to either the client or myself, so it’s always great to read about how others establish boundaries in their work. I would like to discuss another type of boundary that is helpful for freelancers: boundaries concerning the source content.

A translator of Japanese anime and films, I recently set a boundary with a prospective agency client that felt really good to me. An agency contact and I were discussing price and workload, and it was all going very smoothly until he mentioned that his company was sometimes pitched content with “adult themes.” Now, all of you who have been in the entertainment business in the U.S.—and also most of you who have not—know that the phrase “adult themes” is code for “nudity and/or sexual content.” Most of us working in television/film have dealt with this type of content on and off since day one, and it’s just part of the job. But there is one variation on this theme with which I am extremely uncomfortable, and that is the sexualization of children.

I decided to be very upfront and honest with my new client and told him that while I’m happy to work on most projects, I may not be able to accept a job if it contains content that sexualizes children. Of course the client understood my position perfectly! There really are not many people who don’t understand that particular discomfort, so it’s certainly not a conversation to be afraid to broach. But all the same, if it’s my first conversation with a prospective client, I sometimes feel hesitant to bring up content-related concerns that might not be relevant immediately. So, for anyone out there who also hesitates to set content-related boundaries early on, I just want you to know that coming to this understanding so quickly with the client put a smile on my face for the rest of the morning.

Here are some things to think about when deciding whether or not to approach a client concerning content with which you feel uncomfortable.

• Your client will probably understand and respect your position. Even if the client does not understand, he or she will probably still respect it.
• If your client doesn’t respect your position, you probably don’t want that client anyway, so it’s best to have the conversation as early as possible.
• If you don’t set a boundary from the beginning, you don’t get to set it until your client unknowingly crosses it. That will make the situation extremely awkward and you will feel worse.
• If you set boundaries now, neither you nor your client will need to have that awkward conversation later.
• If you set the boundary right away and the client offers you a job later that crosses the line, you will not have to explain yourself again. You can just say, “Thank you very much for the offer. As I mentioned when we began working together, my policy is not to do assignments that sexualize children [or whatever].” This type of conversation is perfectly professional and should not be embarrassing.
• Setting the boundary upfront provides a huge mood boost when the client respects it, and instantly makes you feel good about your future working relationship. Stating even your very simplest needs and feelings they will be met is a big deal in all areas of life.
It’s good to keep in mind that when any project manager offers you a job containing content with which you are uncomfortable, there is a good chance that he or she might also feel uncomfortable about the content. The difference is that, unlike you, a project manager may not be allowed to tell you how uncomfortable he or she feels. Sometimes the project manager might not have actually seen or read the content. This may sound incredible, but it’s true. For instance, in my line of work, project managers don’t have time to watch every single piece of video they assign before translation, so there will usually be at least a few scenes that they have not reviewed. If it is a television show, obviously they cannot watch the episode if it has not been made yet.

So, if you receive an assignment with content that crosses a personal boundary, it could be that the project manager is trying to test those boundaries, but it is equally likely that he or she just doesn’t realize the content is there. In other words, try not to fall into the trap of assuming things about either the client’s position or how he or she might feel about your position. Just say what you need to say as professionally, calmly, and non-judgmentally as possible.

Finally, try not to be too judgmental of yourself, either. If you accept a project that turns into something other than what you expected, that happens. In these circumstances, you might decide to see the project through to the end even though you know you would not have accepted the assignment had you been aware of the content from the start. Maybe you will find yourself evaluating what to do based on whether the line crossed is a moral one or a “this is creepy and I don’t like it” one, and excuse yourself from the project if it’s a moral line. Maybe you will realize that it’s your own fault that you are in this mess—you didn’t evaluate the project fully before agreeing to it—and therefore you are obligated to finish it no matter what. Maybe you will realize there is no way you could have known about the nature of the project. Maybe your contract is such that it doesn’t matter either way—you simply have to finish it.

Every person and project is different, but as you are working out what to do next, remember: you didn’t know. You didn’t sit down one day and think, “Today, I will sexualize children [or whatever].” That is not the decision you made, so don’t blame yourself for it. Just do what you have to do with this project and use what you have learned to handle these issues better next time.
In order to preclude bias, as a matter of policy, we don’t ask someone to review a book who is mentioned in it, even as a bibliographic reference. However, we made an exception in the case of Holly Mikkelson because she is regarded as such an authority on Spanish<>English translation and interpreting that there is better than an even chance that she would be cited as a reference. Holly’s name is regarded as a gold standard, and a book that she describes as “seminal” surely would refer to her. Incidentally, Holly’s invaluable contributions to the translation field were recognized by ATA when she was awarded the Association’s highest honor, the Alexander Gode Medal, in 2011.

Seligson’s study is still relevant today. The court systems of the world have failed to keep pace with the growing demand for professional interpreters and, all too often, failed to learn the lessons of the past. The pragmatic features of language in the courtroom remain something that every court interpreter should be mindful of during each and every interpreting assignment. When Berk-Seligson published her initial research in 1987, she was the first linguist to examine the effect of interpreted testimony on jurors. Her publications set the stage for later studies by scholars such as Diana Eades, Michael Cooke, Azucena Rigney, and Sandra Hale.

Overview

Chapters 1-2: The book begins with a general discussion of the bilingual courtroom and the role of the interpreter, prefaced by the assertion that “For judges, attorneys, defendants, litigants, and witnesses alike, the presence of a foreign language interpreter transforms normal courtroom proceedings into bilingual events” (page 1). The first chapter concludes with a preview of what the reader will find in the rest of the book. Chapter 2 delves more deeply into the nature of legal language, more particularly the oral language spoken in court proceedings. The distinction between written language that is intended to be read to oneself, written language that is read aloud from a book or document, and oral language in spontaneous speech by courtroom actors (ranging across a wide gamut of registers) is critical for understanding the language of the courtroom. Berk-Seligson also points out the specific linguistic aspects of attorney questions, especially those intended to be “coercive” (pages 22-23), and notes how important it is to be aware of “powerful” and “powerless” speech (pages 24-25). These key features of legal language figure prominently in the discussion of interpreted testimony later in the book.

Chapters 3-5: In Chapter 3, Berk-Seligson covers the laws that require the provision of court interpreters, and Chapter 4 describes the fieldwork she conducted for the study whose results account for the bulk of this book. She describes the difficulties of collecting data in public court proceedings, in view of the fact that all parties had to give permission for recordings to be made and that the scheduling of interpreted proceedings is always unpredictable. In addition to observing and recording court pro-
ceedings, Berk-Seligson interviewed 18 interpreters about the nature of their work and their decision-making.

Chapter 5 examines the ethnography of the bilingual courtroom, highlighting the transformation noted at the outset of the book. Berk-Seligson points out that interpreters are not nearly as invisible and unobtrusive as they are assumed to be, because attention is inadvertently or deliberately drawn to the interpreter during the proceedings. More recent research has corroborated the notion of interpreter visibility, but Berk-Seligson was among the first scholars to question the legal community’s pretense that the interpreter is a fly on the wall who performs the “simple” task of mechanically reproducing messages verbatim.

Chapters 6-8: Chapter 6 begins the heart of the book and presents the evidence that makes this such a groundbreaking work, as it analyzes actual interpreted testimony and the distortions that interpreters bring about unwittingly. Specifically, the author presents a contrastive analysis of Spanish and English verb forms to examine how the use of passive and active voices shifts blame.

In Chapter 7, Berk-Seligson discusses testimony styles, echoing earlier references to coercive questioning and powerless speech. She notes that the interpreters in her study had a tendency to lengthen answers when they interpreted them into English and to reduce the examining attorney’s control over the witness.

In Chapter 8, Berk-Seligson reports on the results of a simulated jury trial in which mock jurors evaluated different versions of interpreted testimony. In that study she found that interpreters’ alterations of testimony in the form of politeness, hyperformality, hedging, the use of the active or passive voice, and interruptions of attorneys’ questions all changed jurors’ perceptions of the intelligence and credibility of either witnesses or attorneys.

Chapters 9-10: Chapters 9 and 10 conclude the book with a report on appeals based on incompetent, unqualified, or negligent interpreters. There is also a final chapter on developments in the field that took place between the book’s first and second editions (1991-2002). Berk-Seligson highlights the increased insights into the role of the interpreter that have been gained as a result of additional research, the growth of certification and training programs, and international perspectives. To complete the picture, the book includes six appendices:

1) A list of state laws on the right to court interpreting.


3) A suggested written oath for interpreters to sign.

4) The code of conduct adopted by judiciary interpreters in Texas.

5) Another code of conduct, this one from New Jersey (which later served as a model for many different states).

6) The transcripts of the recordings that were heard by mock jurors in the experiment conducted by the author.

Overall Evaluation

Berk-Seligson made some powerful points in this book that have sparked debate among interpreters and legal professionals and inspired further research in a number of fields. She remarked that many of the problems identified in her study of interpreted proceedings stemmed from a misunderstanding of the interpreter’s role on the part of all courtroom actors, including interpreters themselves, and from interpreters’ unawareness of the pragmatics of courtroom discourse.

Because the message is so important, the fact that the original chapters of the 1991 edition were left untouched in the 2002 edition is insignificant. Unfortunately, even since the publication of the second edition in 2002, the situation has remained much the same, as can be seen in the updated version of another key text in the field, Fundamentals of Court Interpretation.

As the battle for recognition of the profession and appropriate training for aspiring court interpreters continues, we must not lose sight of the critical issues raised in Berk-Seligson’s trailblazing book. It should be on the shelves of every university library and

Continued on page 37

Information and Contacts

Holly Mikkelson is an associate professor of translation and interpreting at the Graduate School of Translation and Interpretation, Middlebury Institute of International Studies at Monterey. She is an ATA-certified Spanish<>English translator and a state and federally certified court interpreter who has taught translation and interpreting for over 35 years. In addition to co-authoring Fundamentals of Court Interpretation: Theory, Policy, and Practice, she is the author of Introduction to Court Interpreting, as well as the Acebo interpreter training manuals and numerous articles on translation and interpreting. She was awarded ATA’s Gode Medal in 2011.

Contact: hmikkelson@gmail.com.

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.
Member News

Alicia Agnese is now an adjunct faculty member at American University in Washington, DC, where she teaches translation courses for the World Languages and Cultures Department.

Anne Milano Appel’s translation of Andrea Canobbio’s *Three Light-Years* was published by Farrar Straus & Giroux (cmillan.com/fsg).

Emilio Bernal-Labrada spent three months at the Real Academia Española in Madrid, Spain, where he helped update the *Diccionario de americanismos* (Asociación de Academias de la Lengua Española, 2014).

John Decker celebrated the 25th anniversary of his company, Languages of Montour. In addition to running his company, he writes “The Translation Inquirer” each month for *The ATA Chronicle*.

Vigdis Eriksen, founder and chief executive officer of Eriksen Translations was named a 2014 International Women’s Entrepreneurial Challenge Award Winner.

Kathleen Stein-Smith has been appointed to a three-year term as the chair of the Commission on Advocacy of the American Association of Teachers of French (http://frenchteachers.org).

Past ATA President Thomas L. West III celebrated the 20th anniversary of his company, Intermark Language Services Corporation.

Tess Whitty has published *The Marketing Cookbook for Translators*, a guide for freelance translators (http://amzn.to/1wg4iFJ).

We’d Love to Hear from You

Did you receive a promotion or start a new job? Were you published? Why not let your colleagues know about your achievements and adventures? Submit your Member News today! Just send 50 words or less to jeff@atanet.org.
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Congratulations! The following people have successfully passed ATA’s certification exam:

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José Antonio Arista
Lima, Peru
Victoria Bañales
Boise, ID
Julieta F. Mattera
Buenos Aires, Argentina

**German into English**
Timothy D. Cassidy
Oakland, CA
Geoffrey P. Chase
San Francisco, CA
Kirsten S. Kohlwey
Park City, UT

**Spanish into English**
Lauren R. DeAre
Carbondale, CO
Monique D. Inciarte
El Cerrito, CA
Jason H. Raff
Louisville, KY
Elias Shakkour
Chicago, IL

**Arabic into English**
Aisha El-Awady
Towson, MD
Harby F. Abouelkhol
Indian Land, SC

**Portuguese into English**
Samuel J. Henderson
Gary, IN

Upcoming Exams

ATA Certification Exam Information

**Colorado**
Boulder
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Registration Deadline: April 17, 2015

**Massachusetts**
Medford
May 10, 2015
Registration Deadline: April 24, 2015

**Michigan**
Grand Rapids
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Registration Deadline: May 1, 2015

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White Bear Lake
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**Pennsylvania**
Philadelphia
April 26, 2015
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Seattle
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Zagreb
April 30, 2015
Registration Deadline: April 16, 2015

All candidates applying for ATA certification must provide proof that they meet the certification program eligibility requirements. Please direct all inquiries regarding general certification information to ATA Headquarters at +1-703-683-6100. Registration for all certification exams should be made through ATA Headquarters. All sittings have a maximum capacity and admission is based on the order in which registrations are received. Forms are available from ATA’s website or from Headquarters.
The Translation Inquirer
John Decker

The Translation Inquirer might have mentioned the following story in a previous column, but it’s worth repeating. A colleague said that there were wild swings in her workload. During slow periods, she was afraid to eat. When super-busy, she had no time to eat. If true, then she had very little need to count calories.

New Queries
(English>Dutch 3-15.1) How would you express “exit interview” in Dutch? Exitgesprek is ruled out because it does not convey the intended meaning (employees leaving a company).

(English>Chinese 3-15.2) A medical instruction states that the instrument must be sterilized in a porous-load autoclave following the European standard cycle … the autoclave used by the health care unit must be qualified. What is this piece of lab equipment, and can anyone supply the Chinese?

(English>French 3-15.3) In a legal document that already mentioned “freezing order” (for which a colleague had a rendering that satisfied her) there also appeared the puzzling term “proprietary injunction.” Any suggestions for the French on this?

(English>French 3-15.4) “Forming gas” is the problem term in this chemical translation. Composed of hydrogen and nitrogen, it sometimes is designated as a “dissociated ammonia atmosphere.” What could it be in French?

(English>Portuguese 3-15.5) In the automotive world, a “splice beam” is a device protecting the vehicle’s body when it suffers minor fender benders, etc. What is this in Portuguese?

(English>Spanish 3-15.6) How would you express “non-faith-based organization” in Spanish?

(English>Spanish 3-15.7) In an article on dermatology, a colleague encountered the problem term in bold: “Other particles in the hair, such as dandruff, hair casts, or dirt, may look like nits, but can be removed easily with fingers.” What are these (definitely obnoxious) inclusions in the hair, and how would you render them in Spanish?

(English>Spanish 3-15.7) In an article on dermatology, a colleague encountered the problem term in bold: “Other particles in the hair, such as dandruff, hair casts, or dirt, may look like nits, but can be removed easily with fingers.” What are these (definitely obnoxious) inclusions in the hair, and how would you render them in Spanish?

(English>French 3-15.8) A colleague suspects that there is a specific industry-wide Italian equivalent for the medical-insurance term allocation d’aide au retour à l’emploi. What might that be?

(English>French 3-15.9) Zinguerie was the heart of this architectural query: défaut de mise en œuvre de la zinguerie de la noue de la toiture en surplomb. What is this?

(English>Spanish [English] 3-15.10) A colleague had problems with Kübelbahn in a document dealing with cement production components. Could this possibly be anything similar to that memorable—and now inactive—cableway called Skånska Cement ABs kalklinbana in southern Sweden that ran from a quarry near Forsby to a processing plant at Köping from 1943 to 1997?

(Slovak>English 3-15.11) Two queries squeeze themselves into a short Slovak excerpt from a medical report. I will place the doubtful acronym and word in bold: Koronarografia: Dominancia: pravá. Kmeň ACS: bez zmien. RIA: okrajové AS zmeny. RCX: bez zmien. Can anyone work this out?

Replies to Old Queries
(German>English 1-15.4) (Ausgleichsverfahren): This, says Tina Banerjee Chittom, is the Austrian version of Vergleichs-verfahren. In this context, it would make the most sense to use “conciliation proceedings.”

(German>French [English] 11-14.6) (Der Harz zeigt sich im besten Wetter): Geoffrey Koby believes this should be rendered “The Harz mountain range shows itself in the best of weather.” The geographical context precludes any use of “resin” as the meaning of the noun. This mountain range is the highest one in northern Germany, extending across parts of Lower Saxony, Saxony-Anhalt, and Thuringia. Crop harvesting occurs at the highest
be required reading in every course on court interpreting.

Notes


Are You LinkedIn?

What is LinkedIn?
LinkedIn is a free e-networking service that helps you create an online community of links to new contacts, prospective clients, and great jobs. Through a LinkedIn network you can discover inside connections and reach the clients you need to meet through referrals from people you already know and trust. Your professional relationships are key to building your business.

How Does It Work?
Begin by inviting colleagues and clients to join LinkedIn and connect to your network. Next, add to your community by searching LinkedIn for professional contacts you already know and inviting them to connect to you. Then, post a profile summarizing your professional accomplishments, associations to which you belong, schools you have attended, and places you have worked so that former business associates, co-workers, and classmates can find you and connect. Each connection expands your network. The result? Your network now consists of your connections, your connections’ connections, and the people they know, linking you to thousands of qualified professionals. Take advantage of your ATA membership. Joining LinkedIn through ATA gives you an instant community with opportunities to grow your network quickly. Don’t wait—get your online networking underway! To join, just visit www.atanet.org/linkedin.php.
Humor and Translation
Mark Herman

Gravy?!

In Oliver Stone’s 1995 film *Nixon*, Paul Sorvino played Henry Kissinger. In an interview, when asked how he was able to reproduce Kissinger’s accent so realistically, Sorvino replied with words to the effect that reproducing the accent was easy, it was the mind behind the accent that was hard for him to master.

How important the mind behind speech can be is evident in reports from National Public Radio¹ and *Language on the Move;²* plus a little research.

Celia Roberts, in an essay in *Language, Migration, and Social Inequalities: A Critical Sociolinguistic Perspective on Institutions and Work³* explains why migrant candidates for low-level jobs, such as shelf stacking and product packing and delivering, “flunked” their employment interview at a much higher rate than native candidates. It was not their lack of the meager English-language skills required for the jobs. It was their inability to tell a convincing story that coincided with the cultural expectations of the interviewers. In contrast, migrants could not cope when the interviewers asked them, “What is the advantage of a repetitive job?” No matter what their English-language skills were, they literally did not know what to say.

The study of such verbal interactions beyond mere language ability or accent was the specialty of John Joseph Gumperz (1922-2013), a German-born American professor of sociolinguistics at the University of California at Berkeley.

In the mid-1970s, when Gumperz was in London on leave from Berkeley, he was asked to make sense of an odd culture clash. Two groups of employees at Heathrow Airport—new hires in the employee cafeteria and baggage handlers—did not like each other. The baggage handlers said the cafeteria workers, mostly women from India and Pakistan, were rude to them, while the cafeteria workers felt that they were being discriminated against.

Gumperz recorded the cafeteria workers’ conversations and discovered that the culprit was the way the newly hired women said the word “gravy.” Cafeteria workers who were native Britons asked “Gravy?” while cafeteria workers who were natives of the Asian sub-continent said “Gravy.” The lack of a final rising intonation came across to the baggage handlers as, “Gravy; take it or leave it!”

Notes
Whatever your role in the translation and interpreting industry, ATA56 is the place for dedicated professionals wanting to expand their knowledge and their network.

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From translation memory productivity tools for the individual translator to project management software for translator teams, from translation management solutions to cloud-based machine translation for enterprises and LSPs. You are not just investing in a market-leading translation productivity tool when you buy SDL Trados Studio, you are investing in a CAT tool that integrates with the full SDL language technology platform including the new innovative Language Cloud.

Find out more:
www.translationzone.com
or www.sdl.com

SDL Language Cloud

Language Cloud machine translation is a great way for translators to leverage secure, high-quality machine translation for their post-editing needs. Accessible directly from within the Studio 2014 interface.

Take advantage of the 30-day free trial or choose a package that suits your needs.

www.languagecloud.sdl.com/translators

Meet the new Customer Experience Team!

Our team of dedicated experts are on hand to answer your questions and help you with SDL Trados Studio. Chat with the team on bit.ly/SDLChat and discover how easy it is to get started.

Follow us on twitter @sdltrados, YouTube “SDL Trados” or LinkedIn “SDL Trados Group”.