

# **The Business of Translation**

## **(Business Practices)**

Introduction (Gabe Bokor)

Introduction of Panelists

What are Business Practices?

Client - Vendor relations (Jim Walker)

Mutual expectations -

How to gain and how to lose your customer's respect

Marketing hints (Ines Swaney)

Freelance - Agency relations - (Ed Zad)

How to sell to direct clients - (Brenda Sprague)

The Paper Trail - (Ines Swaney)

Contracts - What's reasonable?

Non-competition

Liability

Return of all documents

TM ownership

Errors & Omissions insurance

The client's point of view (Ed Zad and/or Brenda Sprague)

ATA's Model Contract (Gabe Bokor)

Quality Assurance (Brenda Sprague)

What are the most relevant credentials?

Editor/Translator interaction

Translating into non-native language

ISO certification, ASTM standards

ATA Certification (Jim Walker)

Price & Payment (Gabe Bokor)

Downward price pressure

Granting Credit

Collections

Extra charges (DTP, formatting, rush, exotic software, illegible copy, etc.)

Discount for use of TM

What can the ATA do?

## **Code of Professional Conduct and Business Practices**

I. As a Translator or Interpreter, a bridge for ideas from one language to another and one culture to another, I commit myself to the highest standards of performance, ethical behavior, and business practices.

A. I will endeavor to translate or interpret the original message faithfully, to satisfy the needs of the end user(s). I acknowledge that this level of excellence requires:

1. mastery of the target language equivalent to that of an educated native speaker,
2. up-to-date knowledge of the subject material and its terminology in both languages,
3. access to information resources and reference materials, and knowledge of the tools of my profession,
4. continuing efforts to improve, broaden, and deepen my skills and knowledge.

B. I will be truthful about my qualifications and will not accept any assignments for which I am not fully qualified.

C. I will safeguard the interests of my clients as my own and divulge no confidential information.

D. I will notify my clients of any unresolved difficulties. If we cannot resolve a dispute, we will seek arbitration.

E. I will use a client as a reference only if I am prepared to name a person to attest to the quality of my work.

F. I will respect and refrain from interfering with or supplanting any business relationship between my client and my client's client.

II. As an employer or contractor of translators and/or interpreters, I will uphold the above standards in my business. I further commit myself to the following practices with translators and interpreters:

A. I will put my contractual relationship with translators and interpreters in writing and state my expectations prior to work.

B. I will adhere to agreed terms, payment schedules, and agreed changes, and will not capriciously change job descriptions after work has begun.

C. I will deal directly with the translator or interpreter about any dispute. If we cannot resolve a dispute, we will seek arbitration.

D. I will not require translators or interpreters to do unpaid work for the prospect of a paid assignment.

E. I will not use translators' or interpreters' credentials in bidding or promoting my business without their consent or without the bona fide intention to use their services.

F. For translations for publication or performance over which I have direct control, I will give translators recognition traditionally given authors.

As Amended by the ATA Board of Directors March 2002

Careers in Translation and Interpreting  
Model Contract for Translators

TRANSLATION AGREEMENT

Date of this Agreement: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ ("Translator")  
Translator's Name Translator's Address  
and  
\_\_\_\_\_ of \_\_\_\_\_ ("Client")  
Client's Name Client's Address

hereby agree as follows:

1. Description of services. Translator, as an independent contractor, will provide the following service(s) [Identify item(s) to be translated and the particular service(s) to be performed]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Scheduled completion date is: \_\_\_\_\_

Translator shall make every effort to complete service(s) by the above date but shall not be responsible for delays in completion caused by events beyond Translator's control.

Method of delivery: \_\_\_\_\_

Format of delivery: \_\_\_\_\_

2. Fee for services. Client agrees to pay \$ \_\_\_\_\_ as Translator's fee for the above service(s). Payment is due as follows:

\_\_\_\_\_  
\_\_\_\_\_

The due dates for payment of fees and costs under this Agreement shall be the date(s) specified in this Agreement, provided that if no date is specified, the due date shall be the date of Translator's billing for the fees or costs. Any payments for fees or costs not received by Translator within \_\_\_\_\_ days of the due date will be deemed late and shall be subject to a \_\_\_\_\_% per month late charge. Client agrees to be responsible for Translator's costs in collecting late payments due from Client, including reasonable attorneys' fees.

3. Cancellation or withdrawal by Client. If Client cancels or withdraws any portion of the item(s) described in paragraph 1 above prior to Translator's completion of the service(s), then, in consideration of Translator's scheduling and/or performing said service(s) Client shall pay Translator the portion of the above fee represented by the percentage of total service(s) performed, but in any event not less than \_\_\_\_\_% of said fee.

4. Additional fees. Additional fees will be payable, to be calculated as provided below, in the event the following additional services are required: (a) investigation, inquiry, or research beyond that normal to a routine translation is required because of ambiguities in the item(s) to be translated; (b) additional services are required because Client makes changes in the item(s) to be translated after the signing of this Agreement; and (c)

Translator is requested to make changes in the translation after delivery of the translation, because of Client's preferences as to style or vocabulary, and such changes are not required for accuracy. Such additional fees will be calculated as follows:

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5. Additional costs. Client shall reimburse Translator for necessary out-of-pocket expenses incurred by Translator that are not a normal part of routine translation procedure, such as overnight document delivery service requested by Client, long distance telephone and telefax expenses to clarify document ambiguity, etc.

6. Client's review of translation. Upon receipt of the translation from Translator, Client shall promptly review it, and within 30 days after receipt shall notify Translator of any requested corrections or changes. Translator shall correct, at no cost to Client, any errors made by Translator.

7. Confidentiality. All knowledge and information expressly identified by Client in writing as confidential which Translator acquires during the term of this Agreement regarding the business and products of Client shall be maintained in confidentiality by Translator and, except as expressly authorized by Client in writing, shall not be divulged or published by Translator and shall not be authorized by Translator to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

a. Information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Translator of this paragraph.

b. Terminological glossary entries compiled by Translator in the course of Translator's performance of the translation service(s) under this Agreement; provided, however, that Client and Translator may agree in writing that, upon payment by Client to Translator of an agreed-upon fee, such terminological glossary entries shall be the property of Client and shall be covered by the confidentiality provisions of this paragraph.

8. Translation is property of client, copyright. Upon Client's completion of all payments provided herein, the translation of the item(s) described in paragraph 1 above shall be the property of Client. Translator has no obligation to take any steps to protect any copyright, trademark or other right of Client with respect to the translation, except as may be expressly otherwise provided in this Agreement. Notwithstanding the foregoing, Translator shall have the right to retain file copies of the item(s) to be translated and of the translation, subject to the provisions of paragraph 7 above.

9. Indemnification and hold-harmless by Client. Client agrees to indemnify and hold Translator harmless from any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees) which Translator may incur based on information, representations, reports, data or product specifications furnished, prepared or approved by Client for use by Translator in the work performed under this Agreement.

10. Changes by others. Translator shall have no responsibility whatever as to any changes in the translation made by persons other than Translator.

11. Governing law. This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

12. Additional provisions. [Add all additional provisions required by the parties.]

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13. Complete agreement. This is the complete agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be in writing signed by both parties. This Agreement becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to each party.

Translator: \_\_\_\_\_

Client: \_\_\_\_\_

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American Translators Association - Translation Agreement - July 1991 ed.

**IMPORTANT NOTICE**

THIS CONTRACT FORM OR GUIDE IS GENERAL IN NATURE AND IS NOT INTENDED TO PRESCRIBE THE USE OF ANY TERMS AND CONDITIONS HEREIN. THE ISSUANCE OF THIS FORM DOES NOT RESTRICT IN ANY RESPECT ANY MEMBER OR NON-MEMBER FROM CONTRACTING FOR SERVICE ON TERMS AND CONDITIONS DIFFERENT FROM THOSE SET FORTH HEREIN. THE USE OF ANY PORTION OF THIS FORM OF AGREEMENT IS STRICTLY VOLUNTARY, AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTING PARTIES.

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