

CATI Conference preview: Jonathan Hine on business

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Also in this issue:

**Letter from
the editor 2**

Kudos 3

Forum 4

**Onionskin:
Karin Krieger
v. Piper-Verlag 5**

**Client review:
The good, the bad
and the ugly 6**

Opportunities 7

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Past CATI Conference speakers have inspired, motivated, and informed us. On April 21, 2001, translator Jonathan Hine, a popular speaker every year at the American Translators Association conference, will educate us.

Business—your business as a translator or interpreter—will be the focus of his keynote presentation at the 14th Annual Conference of the Carolina Association of Translators and Interpreters, held this year at Meredith College in Raleigh.



Jonathan Hine will discuss the business of translation.

The presentation by Jonathan Hine will offer interpreters and translators a business perspective to complement the other sessions of the conference. Language mediators are in a value-adding business. Pricing, marketing and quality control are crucial to business success. Whether they are company owners, employees or freelancers, language professionals need to be able to measure the value of what they do and charge accordingly.

A native Virginian who grew up in Italy, Jonathan Hine translated his first book, a medical text, in 1961. He graduated from the U.S. Naval Academy (B.S.), the University of Oklahoma (M.P.A.) and the University of Virginia (Ph.D.). He worked as an escort interpreter while in high school and in the U.S. Navy. After a 24-year naval career spent mostly overseas in a wide variety of technical assignments, he worked as an administrator at the University of Virginia for 10 years. He is ATA-accredited (for Italian to English) and belongs to the Literary, Italian, and French Divisions of the American Translators Association, as well as the National Capital Area Translators Association. In addition to translating full-time, he conducts business and organization workshops, consults on program evaluation, and teaches technical translation at James Madison University (Harrisonburg, VA). He also writes self-help books for freelancers and conducts research into the evaluation of translator education.

The presentation will touch on ways to evaluate work, prepare estimates, track translation volume and revenue, plan financial growth, and improve customer relations. The material will borrow from the well-

Continued on page 8

Letter from the editor

Dear Members and Readers,

I have been humbled.

When Ann Sherwin, now the Quarterly's proofreader, asked me about the newsletter's future style and appearance, she opened for me a veritable Pandora's box of new decisions that had to be made, *before* the first issue came out.

Hence the lateness, the new look, the reduced dimensions and the missing elements of this issue of the Quarterly, all of which are owing to poor overall planning—i.e., not realizing how good our former editor was at getting an entire issue of interesting material together!

The new appearance is only partly intentional. Impressed with the elegant design by Cynthia Gresham, Ann's daughter, I started by sticking very closely to the template I'd received from Ann. But I realized that my own background—newspaper editing—was pushing me in a different direction. An entire week was expended in the transition to a new design.

However, I've also introduced a few new changes that are all mine: Kudos and Forum, two features aimed at gaining more input from you, the members and readers. News about members, book reviews and enlightening articles by our own CATI writers will all return. Until then, I hope you will enjoy this first effort and reassure you, à la Scarlett O'Hara, that the next one will be better.

Janet Golden McGirt, Editor

The CATI Quarterly

Editor
Janet Golden McGirt

Proofreader
Ann C. Sherwin

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Submissions
Reader submissions are welcome. Suggested length limits: articles 1200 words, reviews 500 words, letters 300 words. Submissions become the property of the CATI Quarterly and are subject to editing. Deadlines are as follows (month of publication in parentheses):

Spring (March)	Jan. 15
Summer (June)	April 15
Fall (September)	July 15
Winter (December)	Oct. 15

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CATI members receive a 10% discount. Rates are for camera-ready copy. For deadlines, see "Submissions" above.

Former CATI President Trabing highlights issue of professionalism

KUDOS

Kudos is the CATI Quarterly's way of calling attention to and applauding client education efforts by CATI members, in an effort to encourage others to do the same. Have you recently written a letter, spoken to a group or developed your own creative way to spread the word about what we do? If so, we'd be happy to feature it in a future issue.

Spanish speaking need apply," read a headline in the December 9, 2000, *News & Observer* of Raleigh. The article, by staff writer Andrea

Weigl, described the predicament of Wake County court officials, who, according to the article, "can't find good help." The reason for this, explained Weigl, is that four people who have been serving as interpreters at the Wake courthouse failed to pass an oral exam provisionally required by county officials until the statewide certification program for interpreters is under way.

Throughout the article, focus remained on the few who took this provisional test and on other people who have worked in the courts as interpreters. Little, however, was said of the much more demanding statewide certification exam that had been

administered just the week before the article appeared by the State of North Carolina's Administrative Office of the Courts (AOC).

This exam was the subject of a letter to the paper written in response to the article by Eta Trabing, former CATI president and also a driving force behind the planning and administration of the state exam (please see sidebar).

Although the letter was not printed in the N&O's "People's Forum" section, it is a good example of an effort to "get the word out" about the general level of professionalism required for this type of interpretation.

Stephanie Scarce, a speaker at last year's CATI Conference and foreign language coordinator for the AOC, also gets a hand for speaking up about the paper's omission, reminding editors that the problem is being addressed and describing the goal of the state program and its exam in much-needed detail. Scarce's letter (see box below) was published on December 13, 2000, in the Raleigh newspaper, ■

To the editor:

Over the years during which the Wake County court interpreting services covered in your article "Spanish-speaking need apply" have been offered, no one has paid much attention to how interpreting was being done, or by whom, as long as it got done. Some interpreters were good, others merely well-intentioned, and abuses crept in unchecked. These abuses have now been stopped. I personally know how hard district court judges such as Anne Salisbury and Ann Marie Calabria have worked to clean up this situation since being made aware of it.

The screening test used by Wake and Durham counties and described in the article is much easier than the certification examination administered last week by the Administrative Office of the Courts as part of a statewide interpreter certification program. Only two of those who took the local test have tried their hand at the AOC exam as well. The fact that no one passed the local test should serve as a wake-up call. It sends a clear message to *all* users of interpreters' services that proper and accurate interpretation requires more than bilingualism, whether genuine or merely a claim. *Professional* interpreters take many courses, spend hours researching for their next court assignment, study continuously, buy expensive dictionaries, and accept only jobs for which they are truly proficient.

Word of North Carolina's needs has reached the national interpreting community, and qualified certified interpreters are moving into this area, joining the reputable interpreters already living and working here.

**M. Eta Trabing, President
Carolina Association of Translators and Interpreters**

State office is active in training court interpreters

Your Dec. 9 article "Spanish speaking need apply" should have pointed out the fact that the Administrative Office of the Courts is addressing the problem.

When counties like Wake and Durham appealed to the AOC regarding the lack of qualified, competent interpreters in the court system and the problems related to this shortage, the AOC sought grant funds to start the Foreign Language Services Project. Our training for court interpreters began last spring and consists of two parts: knowledge of ethics, professionalism and the court system, and interpreting skills for three modes of interpretation: site translation, simultaneous and consecutive interpretation.

This year we trained 56 individuals in our six-day program. Forty-three of them chose to sit for the state certification exam this past week [as mentioned in the article]. We will publish our

state directory of certified interpreters in early 2001.

Not only must they pass the exam, but they must demonstrate good character and fitness through a criminal record check and/or recommendations from court officials and others who have worked with them. Our hope is through training and certification, only qualified individuals will serve our non-English speaking population and the abuses of such persons will decline.

The AOC has also published new statewide guidelines to help our courts understand the interpreters' role as well as their code of conduct, and to assist them in fashioning their own local rules.

Stephanie Scarce
Foreign Language Coordinator
Administrative Office of the Courts

FORUM

Welcome to FORUM, a new feature in the CATI Quarterly where translators and interpreters are encouraged to discuss issues that interest them, much in the manner of the popular Internet language forums FleFo and Lantra-L. With the discussion excerpted from Lantra-L below, I hope to prompt answers from our own CATI members - and, of course, new questions! If you wish to respond to this question or suggest a new one for a subsequent issue of the CATI Quarterly, please e-mail me at jmcgirt@earthlink.net.

Alex Rychlewski, a French-English translator, posted this question on Lantra in January:

One of our regular customers has asked us to make a bid for a 13,000 word glossary in three languages. ... What I am wondering is this: wouldn't such a glossary most likely spell the beginning of the end of our collaboration? OK, there is more to translation than having a specialized glossary. But won't the customer inevitably be tempted to try to use this himself and cut out out of the picture—or at the very least reduce his orders?

Dena Bugel-Shunra: "Almost definitely yes—at the beginning. But relationships with clients are long-term propositions. So I'd go out of my way to produce an excellent glossary (which means adding notes and comments) and add a note to the end-product explaining the use of glossaries and the importance of proofreading, editing, and so forth to the creation of a complete and well-finished product."

Helen D. Elliot: "A glossary is just a tool. Go for it. If you don't, he may get someone else to do it and *that* may sour your relationship. There is more to translation than having a specialized glossary.

"You can't control what others do, only what you contribute.

Track positives, I say. You can't change their game plan."

Kirk McElhearn: "Yes and no ... I would be more hesitant about the work it involves. I think that many customers want glossaries so their employees can easily find the words they need for letters, faxes, and other documents, rather than trying to translate themselves."

Michelle Asselin: "If they are foolish enough to try and do their own translation based solely on the glossary—a glossary (or a bilingual dictionary) does not a translator make! They would find out soon enough that this way is not the best way."

Rene von Rentzell: "I doubt that [such a glossary would spell the end of collaboration with the client]. Terminology is a moving target, and a glossary by itself will not make you redundant. If it was so simple, you would not be needed in the first place."

Veronica Lambert: "I'm afraid that's what I would be thinking too. Or that maybe they've bought DV or another CAT program and want to feed it and then assume it'll churn out perfect translations. I would have a little chat with them saying how hard it is to translate a glossary when there is no context and how they will have to be careful how they use it ... I'm sure you can subtly tell them that a glossary is no substitute for a translator." ■

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The Onionskin: Wheels of German justice turn

By Chris Durban

The Onionskin is a regular column in the ITI Bulletin, a publication of the Institute of Translation and Interpreting (UK). This article appeared in the August 2000 issue of the Bulletin and is reprinted with permission.

On May 5, 2000, a Munich court handed down a ruling in the lawsuit pitting literary translator Karin Krieger against publisher Piper Verlag. Yet appeals filed by both sides in September mean more wrangling in the months ahead.

The original dispute centered on Piper's withdrawal of Ms. Krieger's highly acclaimed and commercially successful translation of Italian novelist Alessandro Baricco's *Seta* (Silk). The move was widely criticized, since it came two days after the publisher had agreed to pay Krieger a share of exceptional royalties under article 6 of the German law on royalties, often called "the bestseller clause" (The Onionskin, June & August 1999). Literary translators' worst suspicions were confirmed when Piper immediately brought out a retranslation, widely regarded as inferior, produced under a no-royalty contract. The retranslation had the same cover and ISBN number as Krieger's version.

The affair received widespread coverage in the German press and has become a *cause célèbre*. On one side, the German literary translators' union condemned Piper's move as "punitive action." Peter Bush, director of the British Centre for Literary Translation, termed it "cultural vandalism," while the European Council of Literary Translators Associations (CEATL) denounced a "feudal exercise of power, dictated purely by cynicism and financial greed."

On the other, Piper Verlag acknowledged that Krieger's translation was excellent, but

This just in ...

On March, 1, 2001, the verdict was given in the appeal proceedings of Karin Krieger vs. Piper Verlag before the Munich High Regional Court. The court decided in Krieger's favor on all counts. Piper Verlag was ordered to publish or republish Krieger's five existing Alessandro Baricco translations and to compensate her for material and immaterial damages.

Watch the *CATI Quarterly* for the full story by Chris Durban!

downplayed her role in the novel's success with German readers. The publisher objected in particular to paying a translator "for eternity," as it does original authors.

So what did the courts decide?

The Munich court took a book-by-book approach. Its ruling requires Piper to publish the paperback version of *Silk* in Krieger's translation alone, but allows it to issue *Novecento* in Erika Cristiani's retranslation on condition the volume appear under an ISBN number and cover different from those of the original Krieger translation. Damages were awarded to Ms. Krieger for the company's failure to make this distinction in 1999. Unfortunately, says Krieger, the court set no amount or date for payment of same. Result? "If I want to be paid, or even find out how much the damages amount to, I must start new legal proceedings," she told the Onionskin.

The three other Baricco translations produced by Krieger

remain Piper's property, ruled the court, since they were commissioned under *Bestellverträge*. These are contracts whereby a publisher orders a specific piece of work in return for payment, as opposed to *Verlagsverträge*, where the publisher agrees to publish the text bought in, failing which the author can recover the publication rights. Ms. Krieger can thus regain her translation rights but will in any case be unable to publish the texts — her main priority, she says.

For the judges, Krieger's wish to see all of her translations published could create "tragic conflicts" between the rights of the author and the rights of the translator. Not so, says Krieger: "This is not a conflict between author and translator, it is between the German publisher and the translator. It can't be bad for an author to have a translator who creates very successful versions of his original book!" She does not want any money from the author, she says, but rather "a tiny share" of the publisher's profits.

In the meantime, her legal expenses (88.5% of the cost of the lawsuit to Piper's 11.5%) are being underwritten by the German literary translators' union. Author Alessandro Baricco has turned his back on the affair. The whole business "has been a source of disappointment to me," he told the Onionskin. "I've changed publisher and translator. Full stop." Piper had no comment.

A ruling from the *Oberlandesgericht*, the intermediate court of appeal, is expected in spring 2001. ■

Client language review: the good, the bad and the ugly

By Jackie Smith

Reprinted with permission from The TransLetter, a publication of SH3, Inc., Fall 1999

This article was originally addressed to SH3's customers, — the end users of translations — but also offers us insights into what happens to our work after it leaves our desk(tops).

Your company's overseas personnel are important to its success. It's natural to want their input on translated documents. Including them in a review of the translation before it's published gives them a chance to contribute their knowledge. If all goes well with this process, everybody wins. The translator receives valuable input on industry terms, the client feels more confidence in the translation, and the in-country distributor is satisfied that the translation meets his standards. On the other hand, sometimes the review does not go so well, and even creates problems. Understanding the purpose and structure of the review can help you avoid trouble down the road. Here are the details you need to consider in advance:

What is "client language review"?

This is your chance to have in-country personnel review the translation before the project is completed. After translation, but before the final production work such as desktop publishing or video narration, we provide the

translation for review. Your reviewer returns the copy with suggested improvements. The document then proceeds to completion.

What if I don't have a reviewer?

Client language review is optional, and is not a required part of a translation project. As part of our standard service, your document is translated by an experienced professional, then edited thoroughly and proofread by a second translator before it arrives at your desk. If you don't have a reviewer, there's no need to worry. You don't need to hire an outside translator to proof it.

When do I need to decide about a review?

Specify that you want to review the translation when you submit the job, so that it can be routed to you at the proper time. Don't wait until the job is done and a final copy is delivered before you decide to have somebody look at it. We like to have the reviewer's changes back before desktop publishing (or video narration) so they can be verified by translators, and updated in translation memories for future use. Making editorial changes in a desktop publishing

program is less efficient.

What is my reviewer's responsibility?

Make sure your reviewer knows that the review is restricted to technical accuracy and terminology recommendations. The reviewer is not to make content changes, or rewrite the translation in favor of his or her own personal style. Your reviewer also needs to be informed if your translation is intended for use in a broad market. You don't want him to narrow the focus by substituting words that are only appropriate in one specific locale. Reviewers are susceptible to "red-ink syndrome"—put a pen in their hands and they will start changing things. Circumvent this tendency by clearly defining the reviewer's responsibilities. Detailed instructions are provided when the review copy is sent to you. If you wish, these instructions will be provided in the target language so that you can forward them to your reviewer, along with the translation. This helps assure you that the re-viewer understands the instructions.

What can go wrong?

The number one problem seems to be that reviewers do not return the review copy within a reasonable period of time, or ever. A long delay can sidetrack a translation project. Unfortunately, it's not that unusual for many weeks, even months, to pass before the review copy is returned. Other

problems center on the changes your reviewer makes. Your reviewer may completely retranslate the document, or make an excessive number of strictly preferential changes; add or subtract from the content; or make errors with technical terms. Worst case, the reviewer can undermine the project by insisting that the translation is awful and that nobody outside the reviewer's company is qualified to translate the material. These are all reasons why you need to be very wise with your choice of reviewers. Choose a native of the target language, and somebody that is familiar with your products, such as an in-country distributor. A few years of college language classes, or vague familiarity with your products, does not equip a person to be a reviewer. It's also vitally important to make sure the person has time and wants to work with you on the review. Attitude can make a critical difference. Is the reviewer really interested in contributing to this process?

How can I make sure the review is returned quickly?

Your project is on hold until the review copy is returned, and your translator has no control over how long that might take. Once again, communicate clearly in advance with your reviewer, setting a deadline for returning the translation. Have a plan for what you'll do if the review is not returned by your deadline. If you've been careful in your choice of professional, experienced translators, there's no reason to be afraid to publish the document without your reviewer's approval. You can always make adjustments, if needed, when the document is next revised.

Wouldn't it be better to have several people approve the translation?

Remember the purpose of the review—to focus on technical terms, not to re-author the information. With that goal in mind, one qualified reviewer is the best choice. Two reviewers may make conflicting changes requiring your translator to spend time resolving the conflicts, and costing you money. Three or more reviewers are overkill and create more problems than they solve. The review may turn into an editorial rewrite—adding significant expense and diluting the quality of the final product.

Should I be worried if the reviewer marks a lot of changes?

Don't automatically assume that your reviewer's changes are translation errors. More often than not, changes represent a different way of saying the same thing. Some reviewers get carried away being creative, and sometimes reviewers even make mistakes. There's always the possibility that the reviewer does not understand the content of the English document as well as the original translator. With some planning and forethought, your review can go smoothly and be an important step in the overall translation process. If you don't understand what's involved, discuss it with your translator ahead of time. Be careful in your choice of reviewers, communicate their responsibility in the process, set a firm deadline for return of the review, and make it a "win-win" situation for all involved. ■

Jackie Smith is responsible for all sales and marketing for SH3, Inc., a full-service language company specializing in technical translation. Jackie works with SH3's clients across the U.S. and Canada. She has been with SH3 for ten years. Jackie is the author and editor of SH3's newsletter, *The TransLetter*, and the associated book, *How to Win at the Foreign Language Game*.

Opportunities

Spanish/English certification

The National Center for State Courts was awarded the contract for the development and administration of **new Spanish/English interpreter certification examinations**. The Administrative Office of the United States Courts awarded the contract on January 4, 2001, after having solicited competitive proposals. According to Marijke van der Heide at the Administrative Office of the United States Courts, there will soon be a Web site providing information and a contact phone number for interested potential examinees. An announcement will be made shortly concerning dates and registration requirements. For general information on the Federal Courts Interpreter Certification exam, please contact CPS Human Resource Services in California at (916) 263-3494 or e-mail FederalInterpreter-spanish@cps.ca.gov.



Portuguese division to meet

The Portuguese Language Division of the American Translators Association is pleased to announce its 7th Annual Spring Meeting, to take place at the Radisson Hotel Charleston, South Carolina, March 30-31, 2001. The preliminary agenda, subject to change, includes: *Avoiding Portuguese: It's Not Just a Matter of False Cognates*; *The Art of Dubbing Films for TV*; *Sports Terms Used Figuratively in English: What to do in Portuguese?* and *Accents, Spelling, etc: Who needs a Spelling*

Continued on page 8

Hine

Continued from page 1

known workshops at American Translators Association conferences, feedback from students and workshop participants and Hine's own research.

To ensure that he includes material of interest to CATI Conference attendees, Hine has asked that CATI members forward questions they would like answered or topics they would like to hear about directly to him at hine@cstone.net. Please identify yourself as a CATI Conference attendee in your message. ■

There's still time to register for the conference!
Registration forms and information can be found on CATI's Web site at <http://www.catiweb.org>



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Opportunities

Continued from page 7

Checker? among others. Some of the presenters are Dr. Silvio Levy, Flávia Fusaro, John Jensen, Paulo Lopes, Sandra Schamas, Enéas Theodoro and Clarisse Mello. A roundtable session, *Payment Practices: Are Clients Paying or Delaying?*, will also be featured.

For more information, please contact Vera Abreu, Portuguese Language Division Administrator, at veraa@mindspring.com.



Financial translators' alert

The American Translators Association **Financial Translation Conference** will take place May 18-20, 2001 in New York City.

Don't miss this opportunity to learn from some of the top financial translators worldwide.

Presentations scheduled to date will include English, Spanish, German, French, Portuguese, Russian, and Italian.

All sessions will be held at the New York University School of Law in historic Greenwich Village.

To register and for more information including session abstracts, speaker bios, and discounts on hotel accommodations and travel, visit the conference section on the ATA Website, <http://www.atanet.org/NYConference>. This section will continue to be updated with the latest information.

Please contact ATA Headquarters at ata@atanet.org with questions. ■

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