

Liebe GLD-Mitglieder!

von Dorothee Racette, GLD Administrator

Vor meinem Sommerurlaub möchte ich Ihnen noch einen kurzen Überblick über die **kommenden Aktivitäten** der German Language Division geben. Die Programmplanung für die Jahreskonferenz in Toronto ist bereits abgeschlossen. Das vorläufige Konferenzprogramm bekommen Sie in den nächsten Wochen mit der Post zugeschickt. Unser diesjähriger **Gastsprecher** ist Herr Detlev Witt vom Hamburger Max-Planck-Institut für ausländisches und internationales Privatrecht. Herr Witt spezialisiert sich auf U.S.-amerikanisches Recht und wird uns ein Seminar zur Übersetzung von Verträgen ins Deutsche anbieten. Das deutsche Konferenzprogramm kann sich auch dieses Jahr wieder sehen lassen und enthält u.a. Veranstaltungen zu Übersetzungsthemen in Medizin, Jura, Technik und Finanzen.

Auch dieses Jahr planen wir wieder einen Empfang im Format einer „Happy hour“ am späten Freitagnachmittag der Konferenz, um Konflikte mit anderen Gruppenessen zu vermeiden. Karten dafür können Sie gleich auf dem Konferenzanmeldeformular mitbestellen. Zusätzlich ist dieses Jahr auch ein Treffen mit Deutschlehrern aus der kanadischen Provinz Ontario geplant, zu dem uns das Goethe-Institut in Toronto herzlich einlädt.

In dieser Ausgabe finden Sie ebenfalls Informationen zur geplanten **GLD-Reise nach Wien**. Eine Gruppe von GLD-Mitgliedern fährt im November zur 50-Jahr-Feier unseres Schwesterverbands UNIVERSITAS nach Wien. Dort haben wir die Gelegenheit, an Fortbildungsveranstaltungen teilzunehmen, die zum Teil speziell für uns angeboten werden. Daneben haben sich Mitglieder der UNIVERSITAS bereit erklärt, uns durch die Stadt zu führen und das Programm enthält sogar einen Empfang im berühmten Wiener Rathaus. Teilnehmer erhalten 10 CE-Punkte von ATA. Weitere Informationen zu den Veranstaltungen finden Sie auf Seite 22.

Wie Sie wissen, finden diesen Herbst in der GLD auch Wahlen statt. Nach 4 Jahren im Amt wird es für mich Zeit, den Posten des Administrators abzugeben. Ich bedanke mich bei **Frieda Ruppner-Lind** und **Jutta Diel-Dominique** für ihre Bereitschaft, künftig die Amtsführung zu übernehmen.

Ich wünsche Ihnen allen einen angenehmen Sommer!

Mit vielen herzlichen Grüßen

Ihre Dorothee Racette

dracette@direcway.com

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The German Language Division newsletter is a quarterly publication of the GLD within the American Translators Association.

Opinions expressed in this newsletter are solely those of their authors. Articles are subject to editing. Submissions for publication are invited and may be mailed, faxed or e-mailed (the latter preferred) to the editors.

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Editor

Rainer Klett, Philadelphia, PA
Tel.: 215-843-1843
Fax: 215-843-1844
RainerKlett@aol.com

Proofreaders

Janice Becker, Chicago, IL
Tel: 312-201-1626
gabtemail@ameritech.net

Susanne van Eyl, Pittsburgh, PA,
Tel.: 412-341-3460
Fax: 412-341-3494
Susanne.vaneyl@verizon.net

Design & Layout

Rainer Klett, Philadelphia, PA
Tel.: 215-843-1843
Fax: 215-843-1844
RainerKlett@aol.com

German Language Division of the American Translators Association

American Translators Association
225 Reinekers Lane, Suite 590
Alexandria, VA 22314
Tel: 703-683-6100
Fax: 703-683-6122
website: www.atanet.org

Officers of the GLD

Administrator

Dorothee Racette, Saranac, NY
Tel: 518-293-7494
Fax: 518-293-7659
dracette@owlang.com

Assistant Administrator

Jutta Diel-Dominique, Thornton, CO
Tel: 303-254-8389
Fax: 303-254-8399
juttadd@estreet.com

Website Committee Chair

Michael Wahlster, Columbia, MO
Tel: 573-445-6537
Fax: 573-445-7068
mm9@sbcglobal.net

Perspektiven

Vor ein paar Tagen kam ich aus einem Deutschlandurlaub zurück und musste feststellen, dass es höchste Zeit war, mit meiner Muttersprache mal wieder so richtig auf Tuchfühlung zu gehen. Immerhin war ich so lange wie nie zuvor, nämlich fast ein Jahr lang, nicht auf deutschsprachigem Boden und somit erwartete ich, dass meine linguistischen Antennen so einiges Neue wahrnehmen würden. Als deutscher Muttersprachler und Übersetzer nicht in einem deutschsprachigen Land zu leben, hat einerseits den Nachteil, sprachlich und kulturell nicht in dem Maße in das kulturelle Umfeld der Zielsprache eingebunden zu sein, wie es sein sollte. Andererseits, so möchte ich behaupten, erleichtert die Distanz den kritischen Blick von außen, wenn es darum geht, Modewörter dem eigenen fundierten Sprachschatz nur mit Vorsicht einzuverleiben.

Zu meiner Überraschung nahm ich relativ wenige neue englische Wörter in der Werbung wahr. Dort vermutete ich, die auffälligsten Tendenzen in der weiteren Verbreitung von Denglisch wahrzunehmen. Stattdessen scheint man sich an die bereits etablierten, globalen *buzz words* in Anzeigen und Fernsehwerbung inzwischen gewöhnt zu haben und es haben sich zumindest in dieser Sparte keine große Zahl an neuen englischen Wörtern verbreitet. Soweit mein subjektiver Eindruck. Dies hat sicherlich nicht zuletzt mit den jüngeren Erkenntnissen der Werbeagenturen und großen Firmen zu tun, dass die englische Sprachenflut Überhand genommen hatte und ein Großteil der Zielgruppe die jeweilige Message nicht mehr verstand. In der Fachliteratur sieht es anders aus. Hier scheint es im Zuge der Globalisierung immer noch angebracht oder sogar bevorzugt, auch in deutschen Texten immer mehr Englisch zu übernehmen bzw. wörtlich ins Deutsche zu übersetzen, auch wenn dies auf Kosten feststehender deutscher Begriffe geht. Diese Entwicklung wird wohl kaum mehr aufzuhalten sein. Als Beispiel, auf das ich in einem Testbericht aufmerksam wurde, sei angeführt, dass es bei Google bereits 3.100 Treffer für „portabler Fernseher“ gegenüber 11.000 Treffer für „tragbarer Fernseher“ gibt. Solche Vergleiche lassen einen vorsichtig werden. Es wäre interessant, diese beiden Suchbegriffe über einen längeren Zeitraum immer wieder einzugeben, um eine chronologische Entwicklung zu beobachten. In ähnlicher Weise wurde letzten Monat in einer Computerzeitschrift der „auditive Genuss“ beim Apple iPod mini beurteilt. „Wie?“ fragte ich mich, was ist denn aus dem mir geläufigen „Hörgenuss“ geworden? In diesem Fall bestätigt Google mein Sprachgefühl mit 33.000 Treffern gegenüber 3 Treffern für „auditiven Genuss“. Es lohnt sich also, in jedem einzelnen Fall auf der Hut zu sein und nachzuprüfen, ob der bestehende deutsche oder der eingedeutschte, bzw. denglische Begriff der bevorzugte ist.

Wenn man den ganzen Tag mit Texten umgeht, fallen einem eindeutige grammatikalische Fehler sofort auf. Knifflig wird es bei der Grauzone des im engen Sinne Falschen, andererseits jedoch bereits hoffnungslos Gebräuchlichen, wie zum Beispiel der Formulierung: „In 1998 wurde dieser Bau fertig gestellt.“ Eine noch deutlicher der englischen Syntax entlehene Formulierung fiel mir auf, als ich in Stuttgart auf eine S-Bahn wartete und

eine mittels Projektor präsentierte Schlagzeile des Tages las: „Der Hamburger Tom Sietas stellte Mittwoch einen neuen Weltrekord im Zeittauchen auf.“ Da würde ich als Redigierer doch den Rotstift zücken und auf die Angabe des Wochentages mit Präposition bestehen.

Als ich es mir auf der Rückreise im Flugzeug bequem machte, ließ ich viele der Formulierungen, die mir während der knapp drei Wochen in Deutschland aufgefallen waren, Revue passieren und nahm mir vor, weiterhin kritisch gegenüber wörtlichen Übersetzungen und Formulierungen aus dem Englischen zu sein und mir andererseits das Gespür für sprachliche Entwicklungen, die sich eingebürgert haben, nicht durch zu enge Ansichten zu verschränken. Gerade als ich mich daran erinnerte, dass die meisten Übersetzungsfehler dieser Art und vieles unnötiges Denglisch durch schnelles, unreflektiertes und fälschlicherweise wörtliches Übersetzen entstehen, wurde ich jäh wachgerüttelt, als die freundliche Sprecherin der Sicherheitshinweise im Flugzeug im Video betonte: „stellen Sie sicher, dass Ihr Sicherheitsgurt angeschnallt ist.“ Gott sei Dank handelte es sich nicht um eine Live-Vorführung, ich hätte sonst womöglich noch vor Ort darauf hingewiesen, dass ich nicht meinen Gurt anschnallen möchte, sondern mich selbst. Bei der Fluggesellschaft handelt es sich übrigens um British Airways. Dabei möchte ich weiterhin glauben, dass die Briten mehr Wert auf gepflegte Sprache legen, als die Amerikaner. Jedenfalls ist es gut, dass ich bereits angeschnallt war, sonst hätte es mich glatt vom Sitz gehauen.

In diesem Sinne allseits frohes Schaffen

Rainer Klett



How to Subscribe to the GLD E-mail List

As a member of ATA's German Language Division you are entitled to subscribe to the GLD mailing list. To subscribe send an E-mail to:

gldlist-owner@yahoogroups.com

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Translator's Standard of Care and Liability for Legal Translations

by Thomas B. Mann II

This article is the written version of a presentation given by the author at ATA's Legal Translation Conference from May 2 to May 4, 2003 in Jersey City, NJ.

The translation of legal documents is not only extremely challenging, but also inherently perilous. As if the prospect of arcane legal terminology and ridiculously convoluted sentence structures is not enough, the legal translator is faced with another danger: the person to whom he or she supplies the translation is usually someone who makes a living fastidiously protecting or enforcing the rights of others. If, on a legal translation job, the translator fails to properly discharge his or her translation duties (as imposed by contract or law), then the client (a lawyer, law firm or corporate legal department) will almost certainly enforce its rights against the translator.

The purpose of this presentation is to inform professional translators and translation companies about the potential legal pitfalls in supplying a poor translation of a legal document. The presentation will attempt to answer the questions: When and on what legal basis will persons incurring losses caused by a defective translation assert a claim against the translator? What, if any, is the standard of care a translator must exercise on legal translations? If the translator is held liable, what is the extent of such liability? What can a translator do to protect himself or herself against such liability?

In attempting to explore these issues, we shall first use a method familiar to all law students: the case study [Part One]. Once we have understood the case (a typical commercial transaction involving translation work), we will lay out the law according to which this case would be decided. By applying the law to the facts, participants should gain an initial insight into how their clients – the lawyers – would analyze the bad translation situation [Part Two]. In the next part of the presentation [Part Three], we will explore in more depth the dispositive issue in translator liability cases, the translator's standard of care. Finally, we will review some measures translators can take in minimizing their liability exposure [Part Four].

With at least some degree of irony, the presenter would like to restate one important matter:

This presentation does not purport to be a comprehensive description of, or professional advice regarding, the legal considerations relevant to translations or translator liability. The information contained in this presentation is intended to communicate general guidelines regarding translator liability. The application and impact of laws governing translator liability vary widely from case to case and from jurisdiction to jurisdiction, based on the individual facts in question. If any participant has specific legal problems related to an actual translation, then he or she should seek the advice of legal counsel and should not rely on the statements contained in this presentation.

Part One - Case Study

Our review of this case study has two objectives. The first and main objective is to provide a factual context for our analysis of translation liability. The fact pattern is intended to demonstrate through a real-life example (yes... the names have been changed to avoid any lawsuits) how a single, seemingly small translation mistake can cause a translation client substantial damages. The second objective is to illustrate just how many different parties in a rather standard commercial transaction may come to work with and rely on a translation.

Transaction Facts

The two brothers, Hans and Fritz Bauer, owned a successful farming company outside of Gütersloh in Northwest Germany. In the mid-1990s, their enterprise was doing exceptionally well and needed a loan to finance its expanding operations. The two brothers went to their international bank (Mohn Bank AG) and, on behalf of their company, applied for a DEM 10,000,000 loan. The bank approved their loan application, but insisted on Hans and Fritz providing it with two forms of collateral. First, the brothers agreed to grant the bank a security interest in their top-of-the-line farming equipment (tractors, grain elevators, etc.). Second, they agreed to pledge some stock they owned in a brewery, Meisterbrau AG, which happened also to be one of the company's main customers. On January 10, 1997, the bank and the Bauers executed a 10-year loan agreement and a security agreement relating to the above-referenced collateral. At the closing, the Bauers also executed a DEM 10,000,000 promissory note.

Almost exactly five years after the closing (January 15, 2002), Mohn Bank AG, which also had operations in the US, entered into a note purchase agreement with a US investment group, a syndicate of sophisticated Delaware dentists who call themselves "The Enamel Group". Under the note purchase agreement, Mohn Bank AG would sell the note to the Enamel Group in return for a cash payment (discounted, of course, to factor in risks of default, etc.). In the negotiations, the Enamel Group insisted that DEM 1 million (EUR 511,300) of the purchase price be placed into an escrow account to be held at Chaser Bank (New York) for a period of two years from the date the note purchase agreement was executed. Mohn Bank AG also, of course, assigned its rights in the collateral to the Enamel Group. At the time of this transaction, there was still DEM 5 million (EUR 2,565,000) in principal remaining to be paid off.

The Bauers suffered significant setbacks in 2002. Fritz's wife Gisela ran off with the local discotheque owner, leaving Fritz in a state of absolute despondency. Hans suffered a heart attack trying to rip down a triple black-diamond ski run with his 17-year-old son. The crops were terrible that year. Finally, their main customer, Meisterbrau Brewery, slashed its orders for wheat and hops by one-half. It came as no surprise when the Bauers then defaulted in early January, 2003. At that time, the Bauers still owed EUR 2 million in principal on the loan.

According to the language of the note purchase agreement drafted in German, The Enamel Group had to proceed against the collateral given to secure the loan before it could draw down the escrow account. At the time the note purchase agreement was being negotiated, the parties agreed that an English version of the note purchase agreement would, however, govern their relationship. The lawyers on both sides had

conducted the negotiations and drafted the original agreements in German. After the parties agreed to the German language draft of the contract, the German law firm representing Mohn Bank AG (Spiessig and Verklemmt or “S & V”) had the contract quickly translated into English and then forwarded it to the Enamel Group’s team of lawyers. Within hours after receiving the translation, both parties signed it.

When the Bauers defaulted, the Enamel Group took all the steps to collect the debt as required under the contract and, after some tremendous efforts, finally unloaded the Meisterbrau shares in March, 2003. Given Meisterbrau’s problems, the Enamel Group was able to fetch only about EUR 1.6 million from the sale of the stock. In April, 2003, the Enamel Group formally demanded that the remaining EUR 400,000 be paid to it from escrow account. The Group had not attempted to sell the farm equipment (estimate resale value: USD 600,000).

Translation Facts

It is now early May, 2003, and an ambitious young associate of S & V, Detlef Depp, has finally taken a closer look at the governing English language text of the note purchase agreement and compared it with the German draft documents. To his horror and surprise, he has discovered that the binding English contract text is not an accurate translation of the final German contract, which the parties had negotiated [See attached excerpts of the German-language and English-language contracts]. In addition to the awkward English style and syntax, the English translation contained a fatal ambiguity: the German word, “Sicherheiten”, had been translated as “securities”. This semantic ambiguity would now allow the Enamel Group to proceed directly against the escrow account, thereby reducing the amount of the escrowed purchase price that would be distributable to Depp’s client, Mohn Bank AG.

ABC Translations, a sole proprietorship based in New York, had translated the note purchase agreement in question here. ABC Translations had been retained to do the translation by the New York City office of S & V. The agreement between ABC and S & V consisted of emails, which were exchanged before the work began and covered the per word charge (USD 0.25) and delivery deadline (25 pages within 3 days), and an email from S & V indicating that the English translation of the note purchase agreement would be the final binding contract between the Mohn Bank AG and The Enamel Group. The latter email was sent 12 hours before the translation was due.

Detlef Depp estimates that the damages caused by this mistake will be hundreds of thousands of dollars. As a result of this mistranslation, the escrowed purchased price to which Mohn Bank AG is entitled will be EUR 111,300, instead of EUR 511,300. In the heat of his advocacy zeal, he calls ABC and warns that his client will be demanding damages for its translation mistake.

German Original Text	Binding English Version
<p style="text-align: center;">Paragraph 6 *</p> <p>(4) Ein Betrag in Höhe von DEM 1 Million der zweiten Rate des im Paragraphen 6 (1) (b) definierten Kaufpreises wird für einen Zeitraum von zwei Jahren vom Ausgangsdatum an auf einem treuhänderischen Konto der Chaser Bank hinterlegt. Die Chaser Bank wird als Treuhänderin für die als Treugeberin auftretende Käuferin fungieren. Das Konto wird zugunsten der Treuhänderin zu FIBOR verzinst.</p>	<p style="text-align: center;">§ 6 *</p> <p>(4) 1 million DEM of the second installment of the Purchase Price as defined in § 6 (1) (b) shall be kept on trust in a XXX Bank account for two years from the Reference Date. Chaser Bank will act as Trustee for the Purchaser as Trustor. The account shall bear interest for the Trustee in an amount of FIBOR.</p>

German Original Text	Binding English Version
<p style="text-align: center;">Paragraph 7</p> <p style="text-align: center;">Verwendung des Treuhandkontos</p> <p>(1) Das Risiko von Kreditausfällen gemäß der Definition des Paragraphs 7 (4) wird bis zu einem anfänglichen Gesamtbetrag von DEM 1 Million von der Käuferin getragen.</p> <p>(2) Die Käuferin ist anschließend berechtigt, für einen Zeitraum von zwei Jahren für Kreditausfälle gemäß der Definition des Paragraphs 7 (4) bis zu einem weiteren Betrag von DEM 1 million aus dem in Paragraphen 6 (3) definierten Treuhandkonto der Chaser Bank entschädigt zu werden. ...</p> <p>(3) Alle weiteren, aus Kreditausfällen stammenden Risiken werden von der Verkäuferin getragen.</p> <p>(4) Für den Zweck des Paragraphen 7 (1) und (2) liegt ein Kreditausfall vor, wenn die Käuferin der Verkäuferin dokumentarisch nachweist, daß sich die Schuld nach der Realisierung von Sicherheiten nicht eintreiben läßt. ... Der als Kreditausfall anerkannte Betrag besteht aus dem ausstehenden Kapital und Zinsen oder anderen Kosten und Gebühren abzüglich des aus vorhandenen Sicherheiten realisierten Wertes. ...</p>	<p style="text-align: center;">§ 7</p> <p style="text-align: center;">Utilisation of the Trust Account</p> <p>(1) In the first place, the risk of the non-performing loans as defined in § 7 (4) shall be borne up to an aggregate amount of 1 million DEM by the Purchaser.</p> <p>(2) Then, the Purchaser has the right to be compensated up to an amount of another 1 million DEM for non-performing loans as defined in § 7 (4) out of the Trust Account held by Chaser Bank as defined in § 6 (3) for a period of two years. ...</p> <p>(3) All further risks of non-performing loans shall be borne by the Purchaser.</p> <p>(4) For the purpose of § 7 (1) and (2) loans shall be deemed non-performing if the Purchaser shall provide to the Seller documentary evidence that after realising securities held the debt is not collectable. ... The amount of debt recognised as a non-performing shall be any outstanding capital, interest or other costs and charges less any amount realised from securities held.</p>

Corrected Translation

§ 6

*

(4) An amount of DEM 1 million from the second installment of the Purchase Price defined in § 6 (1) (b) will be placed into an escrow account at Chaser Bank for a period of two years from the Reference Date. Chaser Bank shall act as trustee [Treuänder] for the Purchaser, who will be deemed the beneficiary [Treugeber]. The trustee shall be entitled to collect and retain the interest, which accrues on the account funds at the Frankfurt Inter-Bank Offer Rate (FIBOR).

§ 7

Use of the Escrow Account

- (1) The Purchaser agrees to assume the initial DEM 1 million risk of a default loss, as defined in § 7 (4).
- (2) Thereafter, for a period of two years, the Purchaser shall have the right to be indemnified up to an additional DEM 1 million for default losses, as defined in § 7 (4), out of the Escrow Account held by Chaser Bank as defined in § 6 (3). ...
- (3) Any additional risks arising from the default losses shall be borne by the Seller.
- (4) For purposes of subsections (1) and (2) of § 7, a default loss will be deemed to have occurred if the Purchaser provides the Seller **with documentary evidence that after selling the Collateral, the outstanding debt cannot be collected**. ... The amount of default loss shall be the outstanding principal, interest or other expenses and fees, less the value of the existing Collateral sold.

Part Two

General Principles on The Law of Contracts and Torts

Analysis of the Case Study

Part Two of this presentation provides a very simplified overview of the two fundamental legal theories upon which translator liability would be based: the law of contracts and the law of torts. In outlining the key legal issues under both theories, we will examine how these issues would be applied to determine the existence of translator liability in standard translation jobs generally and the case study specifically.

LAW OF CONTRACTS

SUMMARY: If the translator and translation client have entered into a binding translation contract and the translator breaches this contract, then the translation client may demand that the translator compensate it for any damages it incurs from such breach. The translation client will generally seek to be put in a position, which it would have been in, had the translator duly performed his or her translation duties under the contract.

GENERAL ISSUES	BLACK LETTER LAW
<p>1) Contract Formation Issues</p> <ul style="list-style-type: none"> - Have the translator and client formed a <i>binding contract</i>? - If a contract has been formed, what are the terms of the contract? <ul style="list-style-type: none"> - What are the <i>express</i> terms? - What are the <i>implied</i> terms? 	<p>A contract is formed when the parties have reached an agreement (<i>mutual assent</i>) and each party provides consideration.</p> <p>Each contract consists of express and/or implied terms. Terms may be expressed in written or spoken words or may be <i>implied</i> and inferred by the acts and conducts of the parties. An implied promise in every contract for work or services is that it will be performed in a <i>skillful, careful and diligent</i> manner.</p>

GENERAL ISSUES	BLACK LETTER LAW
<p>2) Contract Performance Issues</p> <ul style="list-style-type: none"> - Has the translator <i>breached</i> the translation contract? <ul style="list-style-type: none"> - Does the breach qualify as a <i>minor</i> breach? - Does the breach qualify as a <i>material</i> breach? - Have there been any circumstances that might excuse the translator from his or her breaching performance? 	<p>If a translator fails to perform any duty it owes under the contract, it will have breached the contract. If the translator is deemed to have <i>substantially performed</i> the contract, his or her breach will be classified as <i>minor</i> and the client will still be obligated to perform its side of the bargain (payment), but will have a right to damages for the failure to comply with the contract strictly. If the translator has not substantially performed the contract, it will have committed a <i>material breach</i> of the contract and the client may refuse to perform at all.</p> <p>The crucial factor in determining substantial performance is whether the client is deprived of the benefit which it reasonably expected from the contract (i.e., whether the essence of the contract was destroyed). A delay in performance will generally constitute a material breach only if it operates to significantly deprive the client of its contractual benefit.</p> <p>If the translator's performance is made literally impossible by the occurrence of unexpected events, then the contract may be discharged (for both parties).</p>
<p>3) Contract Remedies Issues</p> <ul style="list-style-type: none"> - What remedies does the Translation Client have against the translator? - Can the Translator be held liable for consequential damages? 	<p>If the breach is minor, the client may demand that it be compensated for the difference between what it received and what it expected under the contract. This will usually be the time and cost of remedying the defective translation. If the breach is material, the client may cancel the contract and seek recovery for the additional cost of substituted performance.</p> <p>The translator can be held liable for consequential damages if a reasonable person would have foreseen such damages based on the situation or if the translator had actual notice of the possible consequences.</p>

LAW OF TORTS

NEGLIGENCE

SUMMARY: If the translator fails to perform (i.e., breaches) a duty of care, which under the law he or she owes to the translation client, and such breach causes the client damages, then the translation client may demand that the translator compensate it for such damages. The translation client will generally seek to be put in a position, which it would have been in, had the translator not breached its duty of care.

GENERAL ISSUES	BLACK LETTER LAW
- Does the translator owe <i>a duty of care</i> to the claimant (client or third party)?	Every person owes a duty to act as a reasonable person would under the same or similar circumstances. If a reasonable person would not foresee injury to anyone from his or her actions, then no duty is owed to unexpectedly injured persons. If reasonable translator could have foreseen risk of harm to the plaintiff at the time of the translation, then he or she will owe a duty of care to that person. Under one legal view, if the trier of fact determines that the translator proximately caused the plaintiff's injury, then the duty of care element is irrelevant.
- Has the translator <i>breached</i> the duty of care he or she owes to the claimant?	Unless the Translator represents that he or she has greater or lesser skills or knowledge, a translator who undertakes to render services in the practice of his or her profession is required to exercise the skill and knowledge normally possessed by members of that profession in good standing. The custom and practices of an industry or profession are relevant, but not conclusive in determining the standard of care for business or trade.
- Is this breach of the duty of care the <i>actual and proximate cause</i> the injury/loss suffered by the claimant?	If the plaintiff would not have been injured but for the conduct of the translator, the translator will be deemed to have caused the injury. There can not have been any intervening forces operating between the translator's conduct and the plaintiff's injury.
- Has the claimant suffered actual injury/loss?	The plaintiff must have incurred actual damages. Punitive damages are not recoverable for ordinary negligence.

GENERAL ISSUES	BLACK LETTER LAW
<p>- Has the claimant contributed to the negligence or otherwise assumed the risk?</p>	<p><u>Comparative Negligence</u> If the plaintiff's conduct is a contributing cause of its own injuries and falls below the standard of care to which he is required to conform for its own protection, then overall liability for the defective translation will be based on the comparative fault of the plaintiff and the translator.</p> <p><u>Assumption of the Risk</u> If the plaintiff expressly or impliedly consents to confront harm from a particular risk, then such decision will bar its recovery in negligence provided that the plaintiff (1) recognized and understood the danger; and (2) voluntarily chose to encounter it.</p>

NEGLIGENT MISREPRESENTATION

SUMMARY: If, by issuing a false translation, the translator negligently misrepresents certain facts, and the translation client justifiably relies on such misrepresentation, then the translator will be liable for any damages incurred by the client as a result of the misrepresentation.

GENERAL ISSUES	BLACK LETTER LAW
<p>- Is the defective translation a <i>misrepresentation</i> of fact?</p>	<p>One who in the course of his or her profession supplies false information for the guidance of others in their business transactions is subject to liability for pecuniary loss caused to them based on their justifiable reliance upon such information, if the Defendant failed to exercise reasonable care or competence in obtaining or communicating the information. REST 2d. § 552</p>
<p>- Did the translator provide the translation to the client or to other third persons with the knowledge that these persons will <i>rely</i> on it?</p>	<p>If translator provides information with the knowledge that plaintiff will likely rely on it in its business decision, then the translator is under a duty to exercise reasonable care to discover the truth or falsity of the translation.</p>

GENERAL ISSUES	BLACK LETTER LAW
- Has the translator exercised <i>reasonable</i> care in discovering the truth or falsity of the representations (translation) made?	See Negligence Theory above regarding breach of duty.
- Did the claimant <i>justifiably rely</i> on the defective translation?	Reliance on a representation of fact is always justified unless it is obviously false.
- Did the misrepresentation cause the damages suffered by the claimant	The representation must have played a substantial part in inducing the Plaintiff to act the way it did.
- Has the claimant contributed to the negligence or otherwise assumed the risk?	See Negligence Theory above regarding defenses.

Part Three

Standard of Care in Translating Legal Documents

Part Three focuses on the critical issue in all cases involving translator liability: has the translator exercised the requisite due care in translating the document? This Part explores whether or not there is, or even can be, a standard of care for translating legal documents. We will first explore the existence and role of translation industry standards in setting implied contractual terms or in defining the duty of care for tort action purposes. The speaker will present his own experience in identifying such standards in the European legal community. In attempting to formulate some guidelines in this uncharted territory, we will review and classify the typical mistakes made in any given translation job, briefly explaining the degree of potential liability for each classified mistake. We will then canvass a number of different types of legal documents and here again describe the degree of potential liability, which the translation of such documents may trigger. The goal here will be to identify generally the mistakes to avoid on an array of different legal documents.

TRANSLATION INDUSTRY STANDARDS

International

- ISO 704 Principles and Methods of Terminology (1987)
- ISO 1087 Terminology – Vocabulary (1990)
- ISO 12616 Translation-oriented Terminography (2002)

United States

- ASTM Subcommittee F15.48 (under discussion since 1998)
American Society of Testing and Materials attempt to set quality standards for translations and promote “professionalism” of US translation industry

Germany

- DIN 2345 Standards for translation contracts (amended 1998)

Work procedures

- Criteria for selecting translators
- Agreements between clients and translators
- Subcontracting
- Documentation management

Source text analysis

Target text presentation

Text review and revision

Conformity declarations and use of DIN symbol

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Classification of Translation Mistakes

Level 1 Translation Mistakes [English text does not reflect the German text]

Mistranslation

Wrong word, phrase, or sentence meaning [*Wandelung* ≠ transformation (in the context of a seller’s AGBs)]

Omissions

1. Paragraphs, sentences, significant words
2. Parentheticals, footnotes, citations, references
3. Footers/Header
4. Signatures and other notes/symbols on text

Surplus words and phrases that change meaning of text

Level 2 Drafting Mistakes [*Stylistic sloppiness creates ambiguity*]

1. Syntactic ambiguity (misleading word order)
2. Contextual ambiguity (inconsistent use of terminology)
3. Misplaced punctuation that leads to ambiguity

Level 3 Inaccuracies

1. Imprecise word, phrase, clause or sentence meaning in the context – too specific [*Sicherheiten* ≈ collateral]
2. Imprecise word, phrase, clause or sentence meaning – too general [*Pfandrecht* ≈ security; *Erwerb eines Grundstücks* ≈ acquisition of property]
3. Omission of less significant words

Level 4 English Language Mistakes [*English text contains English language mistakes*]

1. Grammatical errors
2. Inconsistent translation of a term within any document
3. Spelling mistakes
4. Wrong punctuation

Level 5 Typographical errors

Level 6 Bad formatting

Level 7 Poor Style

1. Excessive and unnecessary use of passive voice
2. Excessive and unnecessary use of derivative nouns
3. Sentences exceeding 25 words in length
4. Run-on sentences

PART FOUR

PROTECTION AGAINST LIABILITY ON LEGAL TRANSLATIONS

Part Four endeavors to explain a few measures translators can take to minimize their exposure to liability. These measures include: (1) preparing standard contract terms and conditions (with liability caps); (2) obtaining translator liability insurance; (3) forming a corporation or another type of limited liability company. We will briefly examine a few standard liability limitation clauses, review opportunities for acquiring translation liability insurance, and highlight the advantages and disadvantages of forming limited liability companies. We will also flush out certain legal defenses and arguments that could be useful in fending off threatened lawsuits.

PROTECTION AGAINST LIABILITY ON LEGAL TRANSLATIONS

Defenses Under Legal Theories

CONTRACT LAW DEFENSES

- Waiver (client must complain in timely manner)
- No consequential damages (ignorance is bliss)

TORT LAW DEFENSES

- General reasonableness standards linked to translation industry, not legal profession
- Unforeseeable plaintiffs (again, ignorance is bliss)
- Comparative Negligence
 - If document and translation is important and since the lawyer owes a higher standard of care towards the client, he or she will have an affirmative duty to protect himself/herself against potentially destructive translations, particularly if they become the binding document
- Assumption of the Risk
 - Given the virtually impossible task of the legal translation [requiring competency in source and target languages, understanding of source and target laws, command of peripheral industry jargon, etc.], a strong case can be made that lawyers have consented to assume the risk by giving the text to non-lawyers, who have neither the legal training (in two countries) nor the transactional or litigation context.

Preventive Operating Procedures

- Quality control routines
 - Checklists
 - Client preferred terminology glossaries
 - Translation policy guidelines on confidentiality, source text resources and research, footnotes, bibliographic references, symbols, text formatting, etc. (translation companies/dated and sent to third parties).
- Document retention program
 - Job/Order sheet (order number and contract details)
 - Correspondence (date, time, content)
 - Source text and support documents
 - Drafts and final translations
- Difficult source text passages
 - Use and cite of (internally) dictionary and other reference authority
 - client follow-up
 - Translator's notes and cover letter guidance
- Big liability documents

Translator Standard Terms and Conditions

SAMPLE PHRASING

Standard Warranty Phrasing

The Company warrants to the Client that it is fully experienced, qualified, equipped, organized and financed to perform its obligations under the contract, and warrants to the Client that the services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable for the Client to expect in all the circumstances.

Limited Purpose of Translation

Unless otherwise agreed, all translations supplied by the Company are for information purposes only and no warranty is given as to their suitability for the purposes of publication.

Liability Cap and Disclaimer

Except in the case of death or personal injury, the Company's total liability to the Client whether for negligence, breach of contract or otherwise shall in no circumstances exceed the charges or price for the translation. The Company accepts no liability of whatever nature arising as a result of any representations, breach of contract, negligence or otherwise, including but not limited to any liability for indirect or consequential loss, loss or corruption of data, loss of profits, revenue, business or goodwill. All conditions, warranties, guarantees and representations, express or implied, by statute, common law or otherwise in relation to the specified services (other than any liability which the Company is not permitted by law to exclude or restrict) are hereby excluded to the fullest extent permitted by law.

Force Majeure

The Company shall not be liable for any failure in the performance of its obligation under the contract caused by factors or circumstances beyond its control, including but not limited to, any act of God, war, strike, lockout, industrial action, flood, drought, storm or other event beyond the Company's control.

Integration Clause

These standard terms and conditions together with the correspondence between the Client and the Translator relating to the Translation Job is the final complete agreement between the Client and the Translator relating to the Translation Job and supercedes all prior and contemporaneous agreements and understandings concerning the Translation Job.

Professional Liability Insurance

Description: Also known as Errors and Omissions (E&O) Insurance, professional liability are designed to insure persons or entities against claims made by third parties (including clients), who allege that a negligent act, error or omission occurring during the performance of the professional service (translating) caused him or her injuries or damages

Benefits: Additional protection against third party lawsuits.

Costs: Annual premiums ranging from \$300 - \$2,000 providing coverage from \$250,000 to \$2,000,000

Contact ATA: 1-888-219-8122

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interaktiv June 2004

A word of advice: READ YOUR POLICY CAREFULLY. Insurance companies are in the business of avoiding claims. Make sure to canvass all the exclusions, deductibles and riders. Remember policies will not cover grossly negligent or intentional acts or omissions. The forms can be confusing so call your representative if you have questions. If your question concerns the scope of coverage and the text is ambiguous, memorialize the conversation and send (via certified mail) a follow-up letter referencing the conversation.

Incorporation

Benefits: Owner liability limited to his or her share capital investment
Growth and planning potential

Costs and other disadvantages:

Start-up costs starting from \$ 300
Organizational costs and formalities
Potential “piercing” and residual personal liability issues (voluntary vs. involuntary dealings)

General Risk Assessment for Translating Legal Documents Based on Document Type

High Risk

- Prospectuses
- Annual reports, audit reports and financial statements for publicly traded companies
- Miscellaneous regulatory filings (bankruptcy, antitrust, UCC-filings, etc)

Moderate Risk

- Binding documents between two or more persons (contracts, memos of understanding, etc.)
- Binding statements by a single party (opinion letters, letters of intent, letters containing enforceable promises, etc.)
- Binding statements of the law (legislation, judgments, regulatory rulings, etc)
- Any private document, the translation of which becomes the binding instrument

Low Risk

- Legal briefs and pleadings
- First round of relevance discovery documents
- Memoranda of law
- Magazine and newspaper articles

Thomas B. Mann, II, is a former international corporate attorney and one of the founders of the Translegal Group: an association of European-based companies staffed by lawyer-linguists, who specialize in translating legal documents and teaching comparative law seminars. He resides and works in New York City. His firm’s website is www.translegal.com.

Translation: A Brave New Word

Helen and Kurt Wolff Symposium 2004 Friday, June 4, 2004

by *Bruni Johnson*

The Helen and Kurt Wolff Symposium 2004 presented in conjunction with the Wolff Award for best literary translation from the German by Breon Mitchell of “Morenga” by Uwe Timm, which I unfortunately could not attend, was one of the highlights in a string of excellent presentations offered by the Goethe Institute Chicago. Granted, I was not always in the fortunate position to attend many of the preceding symposiums for lack of time, but this one was a highlight in my somewhat monotonous life as a technical translator and sometime dabbler in literary translations.

I regret having missed the first session. The **Panel 1 discussion of “Die Qual der Wahl 2004.”** However Rainer Schulte, director of The Center for Translation Studies at the University of Texas at Dallas and editor of *Translation Review* as well as Professor of Comparative Literature and Humanities, promised to send me his selection comments – to be submitted at a later time. There were five Jury members: Rainer Schulte, Krishna Winston, Gertraude Krueger, Susan Harris and, of course, John Woods. I am not familiar with the other reviewers, but knowing Rainer Schulte and John Woods, I am certain they knew when selecting Breon’s translation of the book “Morenga” that it was an excellent selection and one we all ought to attempt to read.

Panel 2: Promoting Translation: The Publisher’s View

I arrived when **David Brent** of the **University of Chicago Press** gave his presentation. In a most superb and eloquent English he talked about the selection of and acquiring rights to buy and sell the rights to foreign works and works in translation. He said,

“For authors and publishers alike, translation offers the prestige of international recognition as well as additional income generated from the sale of rights. As English increasingly becomes the dominant world language, and as fluency in foreign languages among Americans decreases, the importance of a strong translation program for a prominent American university press such as Chicago has never been greater. By the same token, from the standpoint of the acquiring editor, the decision whether to publish a book in translation – that is, to recommend that the Press buy the English translation rights from the foreign publisher—always was difficult to make. For the many benefits both to author and publisher of translation are counterbalanced by equally many difficulties, pitfalls, and risks.”

He particularly pointed out that translators of books succumb to the pitfall of failing to ascertain whether the rights to publish an English translation are still available from the foreign publisher or author, thus wasting both their own and the editor’s time because English rights have already been acquired and someone else has been hired to do the translation. Often an author approaches the editor with a translation of their work by a colleague or friend and would like to publish it in the foreign country. But the Press may not have sold the foreign rights in question. Although a translated work may facilitate the sale

of rights, the language rights question should always be addressed **before** translation. And, while the translator, by international copyright law, owns his or her translation, he or she does not possess the right to publish it without acquiring publication rights

He spoke of the difficulty of finding appropriately translated works and, of course, the overall costs, not only of acquiring but of selling them. Costs and difficulties of obtaining acceptable translations are high. Brent referred to the translation of a book by Georges Liébert that contains many passages from Friedrich Nietzsche's works that have been published in French translations, but not in English, which put the translator in an unenviable position.

Brent also mentioned that it presents a problem in itself at times if the living author knows (or thinks he does) English and wants to correct or even translate his/her own work.

Susan Harris of **Declan Spring, New Directions** indicated that New Directions is fond of foreign literature and does well for them. However, smaller publishers cannot compete with chain outfits regarding the cost for rights of original and translation. They can't possibly pay back the translators for their 'labor of love'. However, as she also mentioned, more funding has become available for translations through grants and foundations; in particular, PEN has become very active in promoting translations.

Jill Schoolman, archipelago books, a not-for-profit literary press committed to world literature, brought up the fact that there is a need for translations of contemporary books and that Archipelago Books supports same. She also mentioned that there are various foundations willing to support translations, but did not name same. Her publishing company tries to use the same authors and translators to give them a home. However, they use only top notch translators. In terms of getting the books out to the public, they use catalogues, ads, and endorsements from prominent people. But smaller publishing companies such as hers lack the funds to send authors on tours. She tries to approach academics at conferences and people who teach literature to get the books out. Visit archipelago books at www.archipelago-books.org. In that connection it was brought up that in greater demand today are illustrated books for children and children books. An editor to remember: **Kane/Miller**.

Panel 3: Promoting Translation: The German Point of View by Denis Scheck from Deutschlandradio.

Before becoming a literary critic, he translated mostly American fiction into German, novels and short stories by authors like Michael Chabon, Robert Stone or Harold Brodkey. His question 'What should be translated' was answered by an Estonian translator saying that he picked his books not according to his own literary taste, but by applying a rather different standard: what will the book to be translated do to enrich my language.

He answered his question, "what do contemporary German authors have to offer to enrich the American language, what books would make a worthwhile contribution?" by saying, "We are at the moment witnessing a widening gap between the US and Germany." He compared the difficulties of getting a book published and/or translated in the U.S. to the questions to be answered on 'Form I-94W' when flying into the U.S.: "Have you ever been or are now involved in espionage, sabotage, terrorist activities, genocide or persecutions associated with Nazi Germany." He imagines that all books from Germany may have to answer to this question, however slightly modified in that the book does not have to answer for personal involvement, but rather, in which way it reacts to these crimes it draws from the Holocaust. It was the answer to this question in his books that made W.G. Sebald the most-discussed German author in the U.S.

On the other hand, how do Germans look at American literature of today? Richard Ford, widely acclaimed in Germany for his novellas and his novel "Independence Day" writes this in his introduction

to an anthology of American short stories: “Europeans often like to characterize American fiction as dealing mostly with morose and pondering males, alone on a huge windswept continent, obsessed by the desperate and romantic wish to wrangle with a brutality they secretly love. “

Mr. Scheck believes there is an element of truth in that. A leading German newspaper characterized the difference between German and American fiction thusly. While German contemporary literature seems to become more and more a reservoir for over-intellectual German studies students, Americans write “a clever and surprisingly readable literature” and do not employ deconstructivism or other academic fads that spoil the fun of telling a story for the sheer pleasure of it. Americans apparently write “a literature which has no problems with narrative.” Max Frisch brilliantly called this “our arrogance against America.” At the time Frisch wrote this, there was a great longing for America (material wealth and a wish to escape the horrors of the Holocaust heritage). At the same time, the U.S. was looked down upon by many Germans as a kind of underdeveloped country, rich by luck, powerful in political terms through its military, yet a country without a culture – kulturlos.

A return to these cultural clichés and manifestation of disenchantment with the U.S. government (Bush administration) is presently revived through Michael Moore. However, literary critics praising American writers for their naiveté confuse this with narrative art and technique and ignore the strong and impressive tradition of authors such as Nicholson Baker, John Barth, Donald Barthelme, Harold Brodkey, Raymond Federman, William Gass, Kurt Vonnegut, and many others.

Can we counter this impressive list of American writers with German writers? German literature in Mr. Scheck’s opinion is alive and well and thriving, and to name a few of the younger German writers: Ingo Schulze, Thomas Hettche, Marcel Bayer, Norbert Gstrein, Thomas Brussig and Judith Hermann, who were published in the U.S.

He listed many exceptional authors worth attention, among others: Volker Reiche, Peter Rühmkopf – in his opinion, the epitome of German poetry and diaries, Botho Straus, Uwe Timm (*Am Beispiel meines Bruders*), Christoph Hein (*Landnahme*) Julia Frank (*Lagerfeuer*), just to name a few. Best book for last year was Asfa Wossen Asserate’s *Manieren*. He considers him too good to be real. “He is brilliant!” His absolute favorite: Wibke Bruns’ *Meines Vaters Land*, in which she so brilliantly, clearly, impressively and with fascinating source material writes a family chronicle.

Panel 4: Promoting Translation: The American Point of View Steve Wasserman, Los Angeles Times, Literary Review Section

This man is not to be missed, in my opinion. Those not living in California should at least once in a while avail themselves the pleasure of reading his reviews, if they are anything like his presentation. Scintillating! Mr. Wasserman was praised by the ATA for reviewing more books in translation than any other paper or reviewer.

Mr. Wasserman stated that there is good work to be found everywhere, due to the human compulsion to reveal our stories in palpable language and convey to readers a sense of the wider world. The book should not be a mirror of what the reader thinks or wants. In that connection he mentioned the acclaimed translations by Edith Grossman of several South American writers who want to bring the news and culture of their countries to the public. They are interesting and compelling works and well translated. Not unlike a good newspaper, that should be like a telescope of the things you are. Something that is ubiquitous, able to alter the perception of the world. To grab the reader by the lapel and turn him upside down and change his views.

Wasserman is an obvious lover of literature and books in translation, if they are well done. Presently, he said, he has room for only 1500 titles to review from the thousands submitted. He tries to separate them into 3 subjects: the vulgar, fiction and non-fiction. His compulsion lies more in the fiction

than non-fiction (probably for obvious reasons). The initial selection of which book to read is no art, he admits, he does it at random to be fair to all.

In his words, to find the right word but not betray the original in a translation is difficult in any translation and he cited the difficulties with, but accomplished new translation of “The Death of Venice,” which he called an exceptional handiwork.

He questioned why works in translation are not more popular. He considers it a paradox of our time that we have more than 100,000 books published, but a mere 3% are translated, i.e. 3000 books.

With books, according to Wasserman, we are trying to conquer others, because we are victims of our own convictions. We need to educate people and make them aware of other cultures, as has become so apparent in this turbulent time.

It is not necessarily the Nobel-prize winning or best-sellers list book that eventually conquers the market of books in translation as to revenues, but the slower selling ones.

He also emphasized the importance of having top-notch translators to make a foreign book successful. And warned of ignorance and lack of wider knowledge or the efforts of good research when translating [books]. Ultimately, a good or ecstatic review of something well written/translated will help the work to become a [or, at least, near-] bestseller.

Panel 5: Finding the Right Book: litrix.de Frau Dr. Gerecke, Munich

Dr. Gerecke started project Litrix.de upon impulse given by Monika Maron. The project was initiated by the Federal Cultural Foundation, Germany, in cooperation with the Goethe-Institut and the Frankfurt Book Fair. To make it short: www.litrix.de makes it their duty to “promote new German books and help them to overcome language and geographical barriers, so that they may entertain audiences in other countries with provocative reading and make people curious about topical subjects and discourses in contemporary German culture.” The imbalance in literary trade between Germany and abroad is large. The numbers alone speak for themselves: Approx. 2000 works of fiction are translated every year from English into German and only about 40 are translated from German into English. Dr. Gerecke then spoke of the various ways the organization would like to introduce more German books and German books in translation to the outside world. Suffice it to say, it involves much work, effort and time. But if you wish to see a list of new contemporary works in review, just check out their Web site.

And again, Dr. Gerecke also mentioned the book to read is “Manners” by the Ethiopian prince Asfa-Wossen Asserate, who offers both a very pleasurable and lucid account of German manners – or lack thereof.

Time did not permit me to stay for the last **Panel 6: Promoting Reading**. I am sorry I had to leave, since this involved attempts to promote books through “Vorlesungen” or public readings, something I personally love to do, whenever I am given the opportunity. And, of course, the author Ulla Hahn, Christoph Schäfer from the Stiftung Lesen, Mainz, and Nanette Alleman, One Book/One Chicago were the moderators.

Also represented was: GBO New York German Book Office: www.gbo.org

Bruni Johnson lives near Chicago and is an independent translator and interpreter from German into English and English into German, and voice-over talent. She also gives readings in German. bruni@voyager.net



Die GLD lädt ein: Reise nach Wien

Unser Schwesterverband, der „Österreichische Übersetzer- und Dolmetscherverband UNIVERSITAS“, feiert dieses Jahr sein 50-jähriges Bestehen. Zu diesem Anlass ist vom 4. – 6. November 2004 eine Jubiläumsveranstaltung mit dem Titel „50 Jahre UNIVERSITAS – Perspektiven im 21. Jahrhundert“ in Wien geplant – und GLD-Mitglieder sind herzlich eingeladen!

Hier zunächst eine kleine Übersicht der geplanten Veranstaltung:

Das Programm beginnt am Donnerstag, dem 4. November. GLD-Mitglieder reisen einzeln an und werden in einem zentral gelegenen Hotel untergebracht. UNIVERSITAS hat bereits 20 Zimmer im Hotel „Alexander“ für uns reserviert (Einzelzimmer EUR 58.00/ Doppelzimmer EUR 75.00) (<http://vienna.nethotels.com/nethotels/deutsch/hotels/alexander/default.htm>) Den Auftakt bildet ein geselliger Abend für Mitglieder und befreundete Verbandsmitglieder im Heurigenlokal „Fuhrgassl-Huber“. Zusätzlich bieten uns die Mitglieder von UNIVERSITAS noch die Möglichkeit einer gemeinsamen Stadtbesichtigung an.

Für Freitag, den 5. November ist ein ganztägiger **Jubiläumskongress** mit Vorträgen, Ausstellern und einer Podiumsdiskussion zum Thema „Was kommt nach Babel? Die Zukunft der interkulturellen Kommunikation“ vorgesehen. Im Anschluss an das Programm findet um 19.30 Uhr ein Cocktail-Empfang im Rathaus statt.

Samstag, der 6. November steht ganz im Zeichen der Fortbildung und bietet eine Reihe von parallelen Workshops für Übersetzer und Dolmetscher, die in dieser Ausgabe von *interaktiv* auf den folgenden Seiten vorgestellt werden. Das Programm endet um 13 Uhr, womit noch genügend Zeit für Ausflüge zu kulturellen Sehenswürdigkeiten oder sogar einen gemeinsamen Theaterbesuch am Abend bleibt.

Speziell für GLD-Mitglieder gibt es am Samstag, dem 6. November noch einen Sonderworkshop zu kulturspezifischen und sprachlichen Aspekten zu Österreich, der besonders viel versprechend ist. Die Abreise ist für Sonntag geplant.

CE-Punkte von ATA: Laut Terry Hanlen gibt es für den Besuch der Veranstaltung 10 CE-Punkte.

Anmeldung: UNIVERSITAS bittet alle Teilnehmer, das beigefügte Anmeldeformular (siehe Seite 27) auszufüllen und nach Wien zu faxen. Die Zahlung der Tagungsgebühr (EUR 100 für Freitag und Samstag) sollte direkt an die angegebene Adresse geleistet werden. Sollte ein Teilnehmer Schwierigkeiten mit der Direktzahlung in Euro haben, dann setzen Sie sich bitte mit der GLD-Leitung in Verbindung. **Bitte schicken Sie das gleiche Fax-Formular zu unserer Information auch an die GLD (Dorothee Racette, Fax: 518-293-7659).** Aus organisatorischen Gründen ist der Anmeldestichtag der 31. Juli 2004.

Weitere Fragen? Bei Rückfragen stehen Ihnen Ingrid Haussteiner, Vorsitzende der UNIVERSITAS (Ingrid_Haussteiner@utanet.at) oder Dorothee Racette (dracette@direcway.com) gerne zur Verfügung.

UNIVERSITAS erklärt den 6. November 2004 zum „Tag der Fortbildung“: Eine Kurzvorstellung der Workshops im Rahmen der in Wien stattfindenden 50-Jahr-Feier der UNIVERSITAS (4.-6.11.2004).

von Ingrid Haussteiner

Insgesamt können die TeilnehmerInnen aus einer reichhaltigen Palette an Themen wählen, um die Jubiläumsveranstaltung der UNIVERSITAS am 6. November auch ganz spezifisch zur Weiterbildung zu nutzen. Die Devise lautet, sich vernetzen, Neues hören, den Horizont erweitern und die eigenen Erfahrungen und Fragen einbringen! Für das Programm der Workshops zeichnen KoordinatorInnen verantwortlich, die am 6.11. durch den Workshop führen werden bzw. als ReferentInnen fungieren.

Nach der folgenden Beschreibung der einzelnen Workshops wird Ihnen die Wahl vielleicht trotzdem nicht leichter fallen, aber Sie wissen besser darüber Bescheid, worin denn die Qual der Wahl besteht. Das UNIVERSITAS-Organisationskomitee und die Workshop-KoordinatorInnen würden sich sehr freuen, Sie in einem der acht Workshops begrüßen zu dürfen.

WORKSHOP 1: Business-Konzepte für TranslatorInnen

Koordination: Mag. Eva-Martina Strobl, MSc.

Dieser Workshop befasst sich mit unternehmerischen Organisationsformen, die für ÜbersetzerInnen relevant sind (in erster Linie OEG, KEG, aber auch EinzelunternehmerIn mit Gewerbeschein und neue Selbständige). Vor allem junge SprachmittlerInnen müssen sich nach dem Studium die Frage stellen, in welcher Weise sie den Beruf des Sprachmittlers ausüben wollen und welche Möglichkeiten sie dazu haben. Manchmal ergibt sich diese Frage auch im Laufe einer Karriere, etwa wenn man aus einem Angestelltenverhältnis in die Selbständigkeit wechselt.

In diesem Workshop werden die verschiedenen Organisationsformen einander gegenüber gestellt. Es werden die betriebswirtschaftlichen, rechtlichen, steuerlichen und administrativen Grundlagen für die Gründung und den erfolgreichen Betrieb eines Unternehmens beleuchtet. In einem praxisbezogenen Teil werden Fallstudien und Erfahrungsberichte präsentiert. Die TeilnehmerInnen erhalten einen Überblick über mögliche Organisationsformen sowie Tipps und Tricks aus der Praxis.

WORKSHOP 2: Übersetzen/Dolmetschen bei der EU

Koordination: Mag. Kurt Lechner, Außenstelle der Generaldirektion Übersetzung bei der Vertretung der Europäischen Kommission in Wien, unterstützt von Mag. Brigitte Schön, für verschiedene EU-Institutionen tätige freiberufliche Konferenzdolmetscherin

Im Zusammenhang mit der Erweiterung der Europäischen Union und dem damit verbundenen Anstieg der Amtssprachen von 11 auf 20 war in den Medien immer wieder von einer „babylonischen Sprachverwirrung in Brüssel“ und von einem „ungeheuren Bedarf an Übersetzern und Dolmetschern“ die Rede.

In diesem Workshop soll in kurzen Impulsreferaten von Praktikern prägnant skizziert werden, wie die derzeitige Situation bei den weltweit größten Arbeitgebern für unseren Berufsstand tatsächlich aussieht, wie einige dieser Dienste aufgebaut sind, wie sie funktionieren und wie der steigende Übersetzungs- und Dolmetschbedarf gedeckt wird. Diese praxisbezogenen Einblicke in das Übersetzen und Dolmetschen bei den EU-Institutionen bieten den Einstieg in dynamische Diskussionen.

Sicherlich zur Sprache kommen werden Themen wie Auswahlverfahren, Ausschreibungen und Dolmetschtests, Terminologiearbeit, die Chancen für KollegInnen mit den neuen Amtssprachen oder die

Problematik der Stellung des Deutschen bei den EU-Institutionen. Gemeinsam mit den ExpertInnen und ExpertInnen aus den Sprachendiensten wollen wir auch der Frage nachgehen, warum gerade österreichische ÜbersetzerInnen und DolmetscherInnen fast zehn Jahre nach dem Beitritt in den EU-Sprachendiensten immer noch stark unterrepräsentiert sind.

Weitere Schwerpunkte werden sich auch aus den spezifischen Fragen der TeilnehmerInnen ergeben. Wir erhoffen uns jedenfalls interessante und lebhaft Diskussionen und Brainstormings. Der Workshop richtet sich gleichermaßen an Studierende, Lehrende, AbsolventInnen und PraktikerInnen, die sich aus erster Hand informieren wollen, und soll ein Forum für fruchtbare Kontakte zwischen österreichischen SprachmittlerInnen und ihren Kolleginnen und Kollegen bei den EU-Institutionen bieten.

Angefragte DiskutantInnen: Reinhard Hoheisel, Sprachkoordinator für die deutsche Sprache, Generaldirektion Übersetzung der Europäischen Kommission. Ursula Paulini-Smith, Leiterin des Referats SCIC A 5, Dolmetschen Deutsche Sprache, Generaldirektion Dolmetschen der Europäischen Kommission, Repräsentant/in der deutschen Kabine, Direktion Dolmetschen im Europäischen Parlament

WORKSHOP 3: Übersetzungstechnologie, Projektmanagement und Lokalisierung Koordination: Mag. Ingrid Haussteiner, M.A.

Workshop 3 zum Thema „Übersetzungstechnologie, Projektmanagement und Lokalisierung“ befasst sich mit Themen, die in den letzten Jahren zunehmend an Bedeutung für ÜbersetzerInnen gewonnen haben. Einerseits sind übersetzungsspezifische Software (z. B. Translation-Memories und Terminologieverwaltungssysteme) und Projektmanagement-Werkzeuge heute fast nicht mehr aus dem Berufsalltag von ÜbersetzerInnen wegzudenken, andererseits eröffnet(e) der umfassende Bereich der Lokalisierung (d. h. die Anpassung eines Produkts (meist Software, aber z. B. auch Websites oder Produktverpackungen) an ein Land oder eine Region, d. h. an die Sprache, das kulturelle Milieu sowie die dort geltenden Normen, Gesetze und Marktanforderungen) einen interessanten Tätigkeitsbereich für ÜbersetzerInnen. Für die Lokalisierung von Software und die Bearbeitung der verschiedenen Dateiformate stehen spezielle Werkzeuge zur Verfügung. Dieser Workshop bietet einen Überblick über den Stand der Technik übersetzungsrelevanter Werkzeuge und soll einen Einblick in die Praxis der Lokalisierung bieten.

Zielgruppe sind ÜbersetzerInnen (auch Studierende), die sich für Übersetzungssoftware, Translation-Management, Prozesse (Projektmanagement) und Lokalisierung interessieren.

ReferentInnen: Mag. Angela Moisl, M.A. (Lionbridge Amsterdam), Klaus Fleischmann (Kaleidoscope) und Dr. Andrea Rinsche (LTC, Vereinigtes Königreich), Mag. Ingrid Haussteiner, M.A. (Oesterreichische Nationalbank).

WORKSHOP 4: Literatur- und Medienübersetzen DAS ETWAS „KREATIVERE“ ÜBERSETZEN

Koordination: Mag. Dr. Liliana Niesielska

Fühlen Sie sich durch diesen Titel provoziert? Wunderbar! – dann können wir ja sicherlich mit Ihrer AKTIVEN TEILNAHME an unserem Workshop rechnen.

Selbstverständlich erfordert jede Übersetzertätigkeit ein hohes Maß an Kreativität, doch gibt es hier Bereiche, die dem Übersetzer – sagen wir – etwas mehr Freiraum für seine Kreativität belassen – mit diesen Bereichen wollen wir uns bei diesem Workshop befassen.

Dr. Martin Pollack, einer der bekanntesten Übersetzer polnischer Literatur, hat zugesagt, sich unter dem Gesichtspunkt „Das Übersetzen von Kulturen und die Kultur des Übersetzens“ an das Thema der Literaturübersetzung heranzutasten. Unsere Kolleginnen Joanna Ziemska und Hana Sodeyfi haben am DolmetschInstitut in mehreren Arbeitsgruppen im Bereich der Übersetzung von Gedichtbänden bzw. Kinderbüchern wertvolle Erfahrungen gesammelt und sind gerne bereit, diese mit uns zu teilen. Die alle

Lebensbereiche berührende Globalisierung hat auch vor unserem Beruf nicht halt gemacht: besonders deutlich ist dies u. a. bei der Übertragung von Werbetexten von international agierenden Unternehmen in verschiedene Sprachen (und Kulturen!) erkennbar – hierzu haben wir einen Spitzenexperten eines führenden österreichischen Werbeunternehmens angefragt.

Unser Workshop soll möglichst vielseitig sein, und so planen wir noch die Besprechung weiterer Spezialthemen, über die wir rechtzeitig informieren werden – aber: haben Sie vielleicht eine interessante übersetzerische Erfahrung gemacht, die Sie im Rahmen dieses Dialogs mit uns teilen könnten? – Wir erwarten gerne Ihre Wünsche und Anregungen, und vor allem: Ihre aktive Teilnahme!

WORKSHOP 5: Normen und Zertifizierung für ÜbersetzerInnen

Koordination: Dipl.-Dolm. Liese Katschinka (zertifiziert nach ÖNORM D 1200)

Sie sind als professionelle/r DienstleisterIn auf dem Übersetzungsmarkt tätig und möchten sich Ihre qualitätsbewusste und professionelle Abwicklung von Übersetzungsprojekten von einer anerkannten unabhängigen Zertifizierungsstelle bestätigen lassen? Worin bestehen denn Qualität und Professionalität in unserem Bereich – lassen sich diese Anforderungen „messen“ und überprüfen? Würde es Sie interessieren, an Zertifizierungen von ÜbersetzerInnen als FachauditorIn mitzuwirken?

All dies und mehr soll hier von Fachkundigen näher gebracht werden – u. a. von Dr. Peter Jonas, dem zuständigen Referenten am Österreichischen Normungsinstitut und Dipl.-Dolm. Liese Katschinka, selbst bereits nach ÖNORM D1200 für Übersetzungen Deutsch<>Englisch zertifiziert und Vertreterin der UNIVERSITAS auf europäischer Ebene (eine europäische CEN-Norm ist in Arbeit).

Die Normen für die Dienstleistung Übersetzung und das dazugehörige Zertifizierungsverfahren nehmen für Sie anhand von Impulsreferaten und Gruppenarbeiten Gestalt an – wir laden Sie herzlich ein, mit uns über Qualität, Professionalität, Organisation und über unseren Beruf und unser Selbstbild zu reflektieren. Sie werden sehen, die Normen können Sie bei Ihren Verhandlungen mit AuftraggeberInnen sehr gut unterstützen.

WORKSHOP 6: Wissensmanagement für ÜbersetzerInnen

Koordination und Hauptreferent: Univ.-Prof. Dr. Wieden (Universität Salzburg)

Als klassische WissensarbeiterInnen („knowledge workers“) sind TranslatorInnen bewusst oder unbewusst mit Wissensorganisation befasst und intensiv am Wissenstransfer beteiligt. Wollen Sie das Schlagwort des letzten Jahrzehnts etwas tiefer ergründen? Prof. Wieden versteht es vorzüglich, ExpertInnen mit unserem Hintergrund diese Materie praxisbezogen zu erschließen. Auf dem Programm stehen Themen wie:

- Motive für Wissensmanagement
- Wissensentwicklung
- Wissenskultivierung
- Wissenstransfer
- Wissensnutzung

Dabei sollten die TeilnehmerInnen während der Präsentation (bzw. schon im Vorfeld des Workshops) Notizen für das Andocken ihrer Übersetzungsaufgaben an diese Themen machen, worüber dann auch diskutiert werden soll.

Wissensmanagement hängt sehr stark auch mit Terminologearbeit im Bereich des Fachübersetzens zusammen; in Organisationen können sich ÜbersetzerInnen verstärkt in das organisationale Wissensmanagement einbringen und sich damit noch besser als KommunikationsexpertInnen positionieren. Auf das Thema „Die Rolle von ÜbersetzerInnen in der Wissensarbeit“ geht Mag. Haussteiner,

selbst Produktmanagerin für Terminologie bei der Oesterreichischen Nationalbank, ein.

WORKSHOP 7: Praxisorientierte Terminologearbeit für ÜbersetzerInnen

Koordination und Referentin: Mag. Irmgard Soukup-Unterweger (zertifiziert nach ÖNORM D 1200)

„Doch ein Begriff muß bei dem Worte sein ...“ Sie haben gerade selbst wieder erlebt, dass Wortlisten doch nicht das Gelbe vom Ei sind? Sie haben womöglich ein Translation Memory Tool erworben und die mitgelieferte Terminologiekomponente noch nie verwendet? Sie möchten nicht allzu viel Zeit in Terminologearbeit investieren und die Recherche-Ergebnisse trotzdem auch nach Jahren sinnvoll nutzen können? Was soll in eine Terminologieressource überhaupt eingetragen werden? Ihr Kunde stellt Terminologie bei – zweifelt er an Ihren übersetzerischen Fähigkeiten?

Kurz – Sie interessieren sich für Terminologie nicht als Wissenschaft, sondern als probates Hilfsmittel in Ihrem Übersetzer-Alltag? Dann haben Sie bestimmt Spaß am angebotenen Workshop und können auch den einen oder anderen Text aus Ihrer Praxis mitbringen!

Folgende Themenkreise werden besprochen:

- Begriff, Benennung, Synonym, Homonym & Co
- Grundsätze der praxisorientierten Terminologearbeit
- Wortlisten oder Terminologiedatenbank?
- Auftraggeber, Übersetzer und Terminologieprozess

Ziel des Workshops ist, die „Schwellenangst“ vor qualitätvoller Terminologearbeit zu nehmen und Verständnis für den gesamten Terminologieprozess (Erfassung, Verwaltung, Pflege und Bereitstellung terminologischer Einträge) zu wecken.

WORKSHOP 8: Aktuelle Kulturkunde Österreich

Koordinator und Referent: Univ.-Lektor Dr. Günter Schopf

Dieser Workshop richtet sich vor allem an ausländische Gäste. Ziel: Vermittlung von aktuellen gesellschafts- und sprachpolitischen Entwicklungen in Österreich. Inhalte: Ausgehend von Begriffen, die in den letzten Jahren in Österreich diskutiert wurden (z. B. Österreich-Konvent, Harmonisierung, Hacklerregelung, Nullerinnerung, Sozialpartnerschaft), sollen gesellschaftspolitische Entwicklungen in Österreich dargestellt werden. Tagespolitisches soll auch mit Mentalitätsgeschichtlichem in Verbindung gebracht werden.

Weiters geht es um die Besonderheiten des „Österreichischen Deutsch“ (grammatische und pragmatische Besonderheiten im Vergleich zu anderen Varianten des Deutschen; das „Österreichische Wörterbuch“). Der Workshop beinhaltet kurze Präsentationseinheiten, Annäherung an die Thematik anhand von Texten.

Wo werden Sie also am 6. November 2004 sein? Gestalten Sie den „Tag der Fortbildung“ der UNIVERSITAS durch Ihre Teilnahme an einem der acht vorgestellten Workshops mit! Ein Anmeldeformular finden Sie auf der nächsten Seite.

ATA
GLD



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<info@universitas.org>

ANMELDUNG

„50 Jahre UNIVERSITAS – Perspektiven im 21. Jahrhundert“

Jubiläumsveranstaltung in Wien, 4. – 6. November 2004

<input type="radio"/> Ordentl. Mitglied		
<input type="radio"/> Jungmitglied		
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..... PLZ	Ort	
..... Tel.	Fax	E-Mail

Ich möchte an der Jubiläumsveranstaltung der UNIVERSITAS teilnehmen und melde mich hiermit zu folgenden Teilen des Veranstaltungsprogramms an:

	<u>Befr.V</u>	
<input type="radio"/> Hieronymus-Literatur-Heuriger (Donnerstag, 4. Nov.)		EUR 25
<input type="radio"/> Jubiläumskongress und Cocktailempfang (Freitag, 5. Nov.)		EUR 75
<input type="radio"/> Fortbildungsworkshop (Samstag, 6. Nov., 9 – 13 Uhr)		EUR 30

Bitte 1 Workshop auswählen (X) und für den Fall der Überbuchung eine „zweite Wahl“ angeben (/):

- Business-Konzepte für TranslatorInnen
- Übersetzen/Dolmetschen bei der EU
- Übersetzungstechnologie, Projektmanagement & Lokalisierung
- Das etwas „kreativere Übersetzen“ (Literaturübersetzen)
- Normen und Zertifizierung
- Wissensmanagement für ÜbersetzerInnen
- Praktische Einführung Terminologiearbeit
- Schwerpunkt Österreich

Zw.-summe: EUR

Vergünstigung für Fr+Sa-Karte (– EUR 5)

Zuschlag für Spätbucher (nach dem 31.07.) (je Tag Fr/Sa + EUR 10)

GESAMT: EUR

Bitte dieses Formular faxen (od. einsenden) und die Teilnahmegebühr einzahlen auf das Konto Nr. 282 473 368 00 bei der Erste Bank (BLZ 20111), IBAN: AT862011128247336800, BIC: GIBAAATWW
Betreff: „50 Jahre UNIVERSITAS“.

..... Datum Unterschrift
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Dear GLD Members:

The ATA's German Language Division will hold elections for the offices of division administrator and assistant administrator in October 2004. This election is held every two years in accordance with our GLD Bylaws. The election will be held at the GLD annual meeting in Toronto.



A Nominating Committee has been appointed to actively seek nominations for candidates. Members of the 2004 GLD Nominating Committee are Susanne van Eyl (Chair), Jill Sommer, and Dr. Christiane Bohnert. If you are interested in running for the position of GLD administrator or assistant administrator, please contact Susanne van Eyl by E-mail (Susanne.vaneyl@verizon.net) or phone (412-341-3460).

Following the publication of the slate of candidates to our membership, there will be a 45-day window of time in which written petitions from additional candidates will be accepted. Each candidate's petition to be added to the ballot must be accompanied by signatures of 15 GLD members in good standing.

Timetable for 2004 Division Elections

March 31st	Deadline for appointing Nominating Committee
July 18th	Slate of candidates presented to ATA Board
August 1st	Slate of candidates published to membership
September 14th	Deadline for receipt of petitions from additional candidates
October 14th	Deadline for receipt of ballots by Inspector of Elections

If you have any questions or need further information, please do not hesitate to contact me by e-mail (dracette@direcway.com) or by phone (518-293-7494).

Best wishes,
Dorothee Racette
Administrator
ATA German Language Division

Join us in Toronto

ATA 45th Annual Conference
Sheraton Centre Hotel
Toronto, Canada

October 13-16, 2004



Termine

Was	Wann	Wo	Kontakt/Informationen
ATA, Midwest Association of Translators and Interpreters Conference	July 10 - July 14 2004	Milwaukee, WN	E-mail: MATIemail@matiatata.org
ATA, Seminar: The Business of Translation and Interpreting Seminar	Aug 28 2004	Seattle, WA	E-mail: www.atanet.org/pd/business
ADÜ-Nord, Seminar: Professionelles Marketing Dr. Dorothea Döhler	Sep. 25 - Sep. 26 2004	Hamburg Germany	ADÜ-Nord Information: www.adue-nord.de/
ATA, Annual Conference	Oct. 13 - Oct. 16, 2004	Toronto, Canada	E-mail: ata-hq@atanet.org Information: www.atanet.org
ADÜ-Nord, Fachkonferenz: Languages and the Media	Nov. 3 - Nov. 5 2004	Berlin Germany	ADÜ-Nord Information: www.adue-nord.de/
UNIVERSITAS, Conference: Perspektiven im 21. Jahrhundert	Nov. 4 - Nov. 6, 2004	Vienna Austria	E-mail: info@universitas.org
ATA, Annual Conference	Nov. 9 - Nov. 12 2005	Seattle, WA	E-mail: ata-hq@atanet.org Information: www.atanet.org

Please note: If you know of any upcoming events that are of interest to other readers, please forward the information to the editor (RainerKlett@aol.com). Your help is much appreciated. The Calendar listing of conferences, seminars, workshops, etc. includes only some of the upcoming events that might be of interest to GLD members. More comprehensive information is available on the organizers' Web sites, such as:

www.atanet.org, www.bdue.de, www.adue-nord.de, www.ciuti-akademie.com, www.fit-ift.org,
www.najit.org, www.sdi-muenchen.de