



International Translation Bureau/Asian Translations, Inc

3702 East Lake Street, Suite 102 Minneapolis, MN 55406

Phone 612-721-5432

800-722-7094

Fax 612-721-5778

Thank you for your interest in becoming an interpreter (spoken) for International Translation Bureau (ITB). Please take the time out to fill out the papers provided. Read over everything carefully and return only the papers that require a signature. The rest of the papers are for your records. If you would like to become a translator (written) for ITB, you are required to translate 2 of the 3 paragraphs on the *sample test* sheet from English into the language for which you are applying.

After we've received the completed paper work, we will review it and call you for an interview. In the interview we will inform you of your test results and also ITB's payment schedule and rates. This will be the best time to ask any questions that you may have about ITB.

Most interpreters can make anywhere between \$20-\$30 per hour depending on qualifications with a 2 hour minimum per assignment (unless otherwise specified). We also reimburse our interpreters for mileage, parking and drive time when applicable.

Thank you again for you interest in our company. We are looking forward to working with you.

International Translation Bureau Verification Form

3702 East Lake St., #102 612-721-5878
Minneapolis, MN 55406 612-721-5778 FAX

Soc. Sec. #: _____ Alien#: _____

Last Name: _____ First: _____ M.I. _____

Present Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Cellular: _____ Pager: _____ Fax _____

email: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Position Applied For: _____ Date Available: _____

Work Desired : Full Time Part Time Temporary On-Call contractor

Hours & Days Available: _____

Education Background *Name* *Location* *Degree/Years Completed*

High school: _____

University/College: _____

Honors/Other: _____

Qualifications

Translation Words Type per Minute: _____ Years of computer experience: _____

<i>Language Combinations</i>		<i>Please circle services you provide</i>
From _____	to _____	translate / edit / proof / DTP / transcribe
From _____	to _____	translate / edit / proof / DTP / transcribe
From _____	to _____	translate / edit / proof / DTP / transcribe
From _____	to _____	translate / edit / proof / DTP / transcribe

Accreditations: _____

Area(s) of specialization: _____ Average words per day: _____

Computer Information (please list version/year including any foreign language version:

Computer type: Windows MAC Software Applications: _____

Font Applications: _____ Spell check application in target language Y N

Interpretation

Current Valid Drivers License : Yes/ No

Own Vehicle : Yes/ No

Language Combinations

Please circle services you provide

From _____ to _____ consecutive / simultaneous / court / escort / telephone
 From _____ to _____ consecutive / simultaneous / court / escort / telephone
 From _____ to _____ consecutive / simultaneous / court / escort / telephone
 From _____ to _____ consecutive / simultaneous / court / escort / telephone

Accreditations: _____

Area(s) of specialization: _____

Federally certified court interpreter? Y N Language(s)

State certified court interpreter? Y N Language(s) State(s):

Narration/Voice Over

Language(s):

List Your Professional Experience(in months)

	Full Time	Part Time (freelance)	Please Provide 1 Reference Each (Include Company Name, Contact person & Phone #)
Translation			
Interpretation			
Narration/Voice over			
Teaching			
Other:			

Employment History (Most Recent First) Include military experience

#1 Employer: _____ Supervisor: _____
 Address : _____ Duties: _____
 Job Title: _____ Phone: _____ May we Contact Y/N (circle one)
 Reason for Leaving: _____ Employed from: mo. ___ yr. ___ To ___ mo. ___ yr.

#2 Employer: _____ Supervisor: _____
 Address : _____ Duties: _____
 Job Title: _____ Phone: _____ May we Contact Y/N (circle one)
 Reason for Leaving: _____ Employed from: mo. ___ yr. ___ To ___ mo. ___ yr.

#3 Employer: _____ Supervisor: _____
 Address : _____ Duties: _____
 Job Title: _____ Phone: _____ May we Contact Y/N (circle one)
 Reason for Leaving: _____ Employed from: mo. ___ yr. ___ To ___ mo. ___ yr.

References (No relatives please)

#1 Name: _____ Address _____
 How long known: _____ Phone Number may be reached: _____

#2 Name: _____ Address _____
 How long known: _____ Phone Number may be reached: _____

#3 Name: _____ Address _____
 How long known: _____ Phone Number may be reached: _____

Prior felony Convictions: Yes/ No (circle one) If yes, list convictions:

I hereby authorize Asian Translations, Inc. to make inquiries not limited to but including previous employers, schools and investigative or credit agencies. I understand that I have the right to request information about the nature and the scope of any such investigation.

By signing this application, I affirm that all statements herein (and in my resume; if any) are true, and any misrepresentation of facts will subject me to termination.

Date: _____ Signature (in ink): _____

OFFICE USE ONLY

Interviewer: _____ Date: _____ Comments: _____

Pay Requesting: _____ Pay Given: _____

Accepted Not Accepted Start Date: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here **Signature of U.S. person ▶**

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.**

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins.

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #
I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.		I attest, under penalty of perjury, that I am (check one of the following): <input type="checkbox"/> A citizen or national of the United States <input type="checkbox"/> A Lawful Permanent Resident (Alien # A _____) <input type="checkbox"/> An alien authorized to work until ___/___/___ (Alien # or Admission #) _____	
Employee's Signature			Date (month/day/year)

Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification. To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s)

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): ___/___/___		___/___/___		___/___/___
Document #: _____				
Expiration Date (if any): ___/___/___				

CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) ___/___/___ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name	Address (Street Name and Number, City, State, Zip Code)	Date (month/day/year)

Section 3. Updating and Reverification. To be completed and signed by employer.

A. New Name (if applicable)	B. Date of rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.	
Document Title: _____	Document #: _____
Expiration Date (if any): ___/___/___	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.	
Signature of Employer or Authorized Representative	Date (month/day/year)

International Translation Bureau / Asian Translations, Inc. Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made as of this [REDACTED] day of [REDACTED], 2007, between INTERNATIONAL TRANSLATION BUREAU / ASIAN TRANSLATIONS, INC. (hereinafter “ITB/ATI”), and [REDACTED], Independent Contractor (hereinafter “IC”).

WHEREAS, ITB/ATI is in the business of providing language services to individuals business entities, and governmental agencies; and

WHEREAS, [REDACTED] (IC name) is a qualified language instructor / interpreter / translator (circle appropriate title) who wishes to undertake assignment in his/her language specialty area(s) as an IC for ITB/ATI;

NOW, THEREFORE, the parties agree as follows:

1. GENERAL -- IC understands and agrees that ITB/ATI will be utilizing his/her services only on an as-needed basis, based solely upon the demand of ITB/ATI's clients for ITB/ATI's services. Thus, ITB/ATI cannot guarantee any minimum amount of work. . Moreover, it is possible that there will be no demand whatsoever by ITB/ATI's clients for IC's language specialty during any specified period of time, and it is also possible that such demand as there is may not be sufficient to warrant ITB/ATI's contacting IC. In view of the for going, IC may, without penalty, decline to accept any offered assignment from ITB/ATI.

2. PROCEDURE -- When ITB/ATI receives a request for language service from one of its client requiring IC's language specialty, and wishes to engage IC's services, ITB/ATI will then offer the assignment to IC, who may, as provided in Paragraph 1, above, decline to accept said assignment. If IC agrees to accept the assignment, he/she agrees to accept compensation in the manner and amount specified herein, and hereby further agrees to adhere fully to all internal ITB/ATI procedures, including quality control procedures, set forth in the Code of Ethics and Non-Disclosure, as well as to all other terms and conditions outlined therein.

3. IC QUALIFICATIONS--ITB/ATI carefully selects and screens the person to whom it gives consideration for service as ITB/ATI IC. Qualifications are business unit specific and outlined in the appropriate company Standards Of Practice (SOP).

4. INTERNAL ITB/ATI PROCEDURES--IC agrees to adhere to all procedures outlined in the specific SOP business unit. In particular, IC agrees to submit time Reports and /or invoices by the date within time – period specified in SOP. With regard to the maintenance of quality control by ITB/ATI, IC further agrees that he/she will submit to procedures outlined in SOP. Adherence by IC to the foregoing ITB/ATI internal procedures, including quality control procedures, is a material provision of this agreement. Because adherence of ITB/ATI's internal procedure is an integral part of IC's responsibilities, such adherence is not separately compensated or paid for by ITB/ATI, but is rather hereby expressly included in the ITB/ATI IC compensation set forth in Paragraph 5, below.

5. COMPENSATION--ITB/ATI generally receives from its clients an agreed-upon fee for the particular language service. This rate varies, depending upon a number of factors, including the type of language service, the particular language being requested, and time constrains. In turn, ITB/ATI pays its IC a cost aforementioned by both the IC and the business unit coordinator prior to commencement of work will sign agreed-upon compensation. Additionally, agreed upon interim and completion dates may be specified, where applicable. If Purchase Order is not signed by IC but accepted, it is viewed as contractual and the responsibility of IC to adhere to all SOP business units.

6. PAYMENT OF COMPENSATION—ITB/ATI agrees to pay IC his/her predetermined compensation within thirty (30) days of the last day of each month for translators and Interpreters, or the following business day if the last day falls on a weekend. For instructors, payment will be made upon ITB/ATI's receipt of IC's properly completed ITB/ATI Time Report/Invoice, provided, however, that IC is already in compliance with ITB/ATI’s SOP internal procedures.

7. PROHIBITION OF IC RECEIVING ANY MONIES FROM ITB/ATI'S CLIENTS--IC hereby expressly agrees that he/she will receive no monies whatsoever, whether in his or her own name or in the name of or on behalf of ITB/ATI, from ITB/ATI's client(s). All deposits, payments and other remittances in connection with ITB/ATI language service are to be made directly to ITB/ATI. Strict adherence to this provision is a material condition of this agreement and any failure to observe this condition shall constitute a material breach of this agreement by IC. In the event of any such breach ITB/ATI shall have the right to immediately terminate this agreement, and to pursue such other legal remedies against IC as may be available.

8. PROHIBITION AGAINST DIRECT OR INDIRECT SOLICITATION OF ITB/ATI'S CLIENT--It is a material provision of this agreement that IC hereby agrees not to directly solicit any of ITB/ATI's clients, expressly including those ITB/ATI clients or their employees for whom IC is providing or has provided language service for ITB/ATI. Any direct or indirect solicitation of ITB/ATI's clients by IC shall constitute a material breach of this agreement, grounds for immediate termination of said IC by ITB/ATI, and grounds for legal action by ITB against IC.

9. PROHIBITION AGAINST ACCEPTING A POSITION FROM ITB/ATI'S CLIENT -- It is a material provision of this agreement that IC hereby agrees not to accept a position in any capacity--i.e.--from any of ITB/ATI's clients for a period of one (1) year from the last day the IC's work for said ITB/ATI client on ITB/ATI's client's behalf. As used herein, "ITB/ATI's clients" includes those ITB/ATI clients or their employees for whom IC may have been or may be providing language services under the auspices of ITB/ATI. Any violation of this provision shall constitute a material breach of this agreement, and shall entitle ITB/ATI to liquidate damages from IC in the amount of One Thousand Five Hundred Dollars (\$1,500.00), as well as the right to seek and obtain injunctive relief against IC, all legal and other expenses of ITB/ATI for which shall be borne by IC.

10. TERMINATION – This agreement is terminable at will, by either party, with or without cause, and with or without notice of any kind. In particular, IC hereby acknowledges his/her understanding that his/her continued engagement by ITB/ATI is dependent upon both ITB/ATI's and ITB/ATI's clients' continued satisfaction with his/her performance, entirely without regard to whether or not such dissatisfaction is objectively warranted. In the event of termination by either party for any reason, Paragraphs 7, 8 and 9 of this Agreement shall remain in full force and effect, and binding upon IC, for period of one year following the effective date of termination.

11. PAYMENT FOLLOWING TERMINATION--IC shall receive the agreed upon amount of compensation for all services rendered satisfactorily prior to the time of termination. Conversely, regardless of whether or not there was cause or notice for termination, IC shall not be entitled to any compensation, or other form of consideration of any kind, beyond compensation for work actually performed satisfactorily on behalf of ITB/ATI pursuant to this agreement.

12. CONFIDENTIALITY --It is a material condition of this agreement that IC shall maintain strict confidentiality concerning the names of ITB/ATI's clients, the name of ITB/ATI's clients' clients, ITB/ATI's policies and procedures, and any information obtained during the performance of an assignment for ITB/ATI. IC must adhere to business unit non-disclosure agreement. Any failure by IC to comply with this provision shall be grounds for immediate termination.

13. NON-EXCLUSIVITY—Recognizing that ITB/ATI may not ever, or may only on an occasional basis, have an assignment to offer to IC, IC shall have the right to accept assignments from other companies; provided however, that IC nevertheless shall remain obligated to adhere to the provisions of this agreement concerning confidentiality and direct solicitation of ITB/ATI's clients.

14. OTHER APPLICABLE TERMS AND CONDITIONS –

AGREED AND ACCEPTED:

INDEPENDENT CONTRACTOR / DATE

MANAGER, INT'L TRANSLATION BUREAU (ITB/ATI)

Employee & Subcontractor Non-disclosure Agreement

INTERNATIONAL TRANSLATION BUREAU/ ASIAN TANSLATIONS, INC. (hereinafter "ITB/ATI"), expends considerable financial and other resources to locate and establish clients. Company resources are further expended to identify, qualify, and recruit the services of employees, subcontractors and other third parties to fulfill client needs under the name of ITB/ATI.

Major assets of ITB/ATI include, but are not limited to, its client database and its database of subcontractors. Impairment of these assets directly impacts the company's ability to serve its clients and maintain the volume of business necessary for successful operations.

In addition, ATB/ATI considers all information (collectively, the "information") submitted to its employees and subcontractors to be confidential and proprietary to ITB/ATI and its clients.

In light of this, all subcontractors and employees of ITB/ATI are requested to sign the following agreement.

Agreement

I, the undersigned, during my employment with ITB/ATI as an employee or subcontractor, agree that:

1. I recognize the confidential and proprietary nature of the information acquired during my work at ITB/ATI, including confidential information obtained about and from clients, and will not reproduce, disclose or disseminate any of it to any third party, directly or indirectly. The term "Confidential Information" shall mean data, glossaries, documentation, source text, know-how, client leads, proposals and other information, including but not limited to, business information of any nature and in any form which, at the time or times concerned, is not generally known to those persons engaged in a business similar to that conducted by ITB/ATI or those of its clients with which the Employee or Subcontractor has had contact during Employee or Subcontractor's engagement by ITB/ATI or the past business of ITB/ATI or those of its clients with which the Employee or Subcontractor has had contact during Employee or Subcontractor's engagement by ITB/ATI.
2. I will not make use of, either directly or indirectly, any of the information which I receive form ITB/ATI, other than for the purpose for which such information had been disclosed, except with the specific prior written authorization of the president of ITB/ATI.
3. I will return to ITB/ATI, upon request, any of the written documents or information received during the course of performing my services, or any of such information under my control.
4. I covenant that, any and all source text, programs, ideas, text, materials, designs and artwork (the "Work") conceived or made by me alone or in conjunction with others in connection with my engagement by ITB/ATI, which may be capable of being used in the present, future or contemplated business of ITB/ATI, or of its clients, shall be disclosed promptly to ITB/ATI, shall be the sole and exclusive property to ITB/ATI, or the client for whom the Work was performed, as the case may be, and shall be considered as work made for hire as that term is defined in Section 101 of the Copyright Act of 1976 (and as amended from time to time). The Employee or subcontractor does hereby assign all rights, title and interest in the Work to ITB/ATI or, at ITB/ATI's election, to the client for whom the Work was performed.

Employee & Subcontractor Non-disclosure Agreement (cont.)

Whenever requested to do so by ITB/ATI, the Employee or Subcontractor shall execute any and all applications, assignments and other instruments which ITB/ATI shall deem necessary in order to apply for and obtain copyrights, trademarks or tradenames in the United States and foreign countries, covering such Work and in order to further assign and convey to ITB/ATI, or its designee, the sole and exclusive right, title and interest therein.

I further agree that during my employment or subcontract and for a period of one (1) year thereafter that:

5. I will not directly or indirectly solicit ITB/ATI clients for employment or to otherwise engage my services. I will also not directly or indirectly solicit ITB/ATI to employ or otherwise engage the services of other individuals and/or third parties who services impact the ability of ITB/ATI to secure client business for itself or whose services compete with the services offered by ITB/ATI.
6. I will not directly or indirectly solicit the services of other subcontractors or employees of ITB/ATI and/or third parties so as to diminish or impair ITB/ATI's ability to serve its clients and maintain the volume of business necessary for operations.
7. I will not directly or indirectly provide information regarding ITB/ATI client base, accounts, projects, or database of subcontractors, to an individual or individuals outside of ITB/ATI, or obtain these for my own use.
8. I further agree to indemnify ITB/ATI and/or any client of ITB/ATI harmed thereby against any losses sustained ITB/ATI, by reason of the breach of any portion of this agreement by myself, including but no limited to, reasonable attorney's fees and costs.
9. If any provision of this agreement is declared invalid for any reason, it shall not affect the validity of any of the other provisions hereof.
10. ITB/ATI may seek appropriate injunctive relief in any court of competent jurisdiction against me, (in addition to legal damages).

The Employee or Subcontractor hereby agrees that he/she shall be subject to the jurisdiction of the United States Federal District Court in St. Paul, Minnesota and that such court shall also have venue jurisdiction over the Employee or Subcontractor.

Miscellaneous: This Agreement, being executed in the Commonwealth of Minnesota, shall be constructed in accordance with the laws thereof.

I have read and agree to the conditions set forth in this agreement.

By: _____

Date : _____

Printed Name: _____

For INTERNATIONAL TRANSLATION BUREAU/ ASIAN TANSLATIONS, INC.

By: _____

Date: _____

Title: _____

Code of Ethics

1. Interpreter/Translator shall keep all assignment-related information strictly confidential.
2. Interpreter/Translator shall render the message faithfully, always conveying the content and spirit of the speaker, using language most readily understood by the person(s) whom they serve.
3. Interpreter/Translator shall maintain a neutral role, and shall not counsel, advocate, advise, or interject personal opinions.
4. Interpreter/Translator shall accept assignments using discretion with regard to skill, setting, and the consumers involved.
5. Interpreter/Translator shall function in a manner appropriate to the situation.
6. Interpreter/Translator shall further knowledge and skills through participation in workshops, professional meetings, and interaction with professional colleagues and reading of current literature in the field.

Interpreter/Translator, by virtue shall strive to maintain a high professional standard in compliance with the Code of Ethics.

1. ITB/ATI requires that all Translators turn in finished translated materials on disk in specific format and provides a printed hard copy. If a Translator has problems with this request, he/she should inform ITB/ATI before accepting the assignment. If ITB/ATI have to pay other Translators to key in or type in the proper computer format, or alter the translation, will result in the deduction of pay for that Translator.
2. Once the Translator is paid for a specific job, it is the Translator's obligation to make any corrections without pay if the Translator is at fault. Translator is responsible for all the content and the outcome of the translated material submitted.
3. It is the Interpreter/Translator's responsibility to understand all job deadlines and accept only the job that he/she can handle and is qualified to do. If the Translator cannot fulfill the job requirements, he/she must notify ITB/ATI immediately.
4. Translator must use ITB/ATI's guidelines for all proofreading assignments (See Proofreading Guideline).

It is encouraged that Interpreters/Translators comments or advice be expressed to better serve our customers without feeling threaten or out of place. ITB/ATI is a group-oriented entity, helping each other can only benefit everyone including ITB/ATI.

**Note: International Translation Bureau / Asian Translation Inc. is not an entity that enforces judgement to what is deemed inappropriate and what immoral dilemma its client may be in. If an Interpreter/Translator wish to express his/her personal and moral concerns about ITB/ATI's clientele, he/she may do so and it will be noted, and that Interpreter/Translator maybe removed from the assignment. Furthermore, any job performed for ITB/ATI shall not be divulged and must be kept in total secrecy in accordance to the rights of the client's confidentiality and signed non-disclosure agreement.*

Ethical Standard of Services of all Interpreters and Translators

As an Interpreter and/or a Translator, I hereby verify that I will adhere to an ethical standard which respect the confidentiality of International Translation Bureau/Asian Translations, Inc.'s clients and complies with the policies and procedures set forth by ITB/ATI's Standards of Practice. In addition, I understand and respect the need to serve only as a "tool" for communication, in no way counsel, advise or interject my personal thoughts or opinions into the subject.

I have read and understand all the above and guidelines.

Signature _____

Date: _____

❖ GOAL AS AN INTERPRETER

- To accurately translate to the defendant in understandable language all that is said during the proceeding and to repeat in English to the Court all statements made by the non-English speaking/hearing impaired person.
- Demands accountability for the communication not the outcome.

❖ UNDERSTANDING YOUR ROLE

- Your court interpreter manual.
 - ◆ Read it twice and make sure you understand how the court system operates.
 - ◆ Memorize rules and regulations on page 18,19 and 20.
 - ◆ Learn legal terms and definitions located at the back of the manual and be able to translate them into the language that you will be interpreting for.
 - ◆ If you have any questions, please ask.
- Checking in and out
 - ◆ Please check in with our office in room 1630 before you start.
 - ◆ Next, go directly to the courtroom where your case is.
 - ◆ When you get to the courtroom, check in with the clerk and identify yourself.
 - ◆ If for any reason they do not need your service report back to our office immediately.
- Pre-session with client.
 - ◆ Let your client's attorney know all communication between you and your client. Even if you were just saying hello to your client.
- Then go sit next to your client and explain your role to him or her. For example, "I will tell the judge/lawyer/advocate what you say. I will tell them everything that you say so if you don't want them to know, don't say it. I will tell you what the judge/lawyer/advocate says, I will tell you everything. If you have a question you must ask the judge/lawyer/advocate, I cannot answer your questions during court and cannot answer your questions later. If you don't understand, tell the judge/lawyer/advocate and he/she will ask you again. I will speak in the first person, when I say "I", I'm speaking for the judge/lawyer/advocate etc.
- Also explain to your client the interpreter's oath of neutrality. What you can and must do and what you cannot and must not do. Tell them what would happen if you do not abide by your oath.

❖ INTERPRETING

- Things to look out for and do before your case is called.
 - ◆ If your client wants to speak to his or her attorney please assist him or her.
 - ◆ If you were late and did not have the time to explain your role to your client, please let your client's attorney know.
 - ◆ If you have to leave at a certain time, please let the clerk and the attorney know so they can call your case first.
 - ◆ While sitting next to your client and waiting to be called, please translate the Judge's introductory speech to your client.

- What to do when your case is called.
 - ◆ Assist your client to the podium and show him/her where to stand. Ideally, you want to stand between your client and his/her attorney. However, you should stand where the judge wants you to.

Guidelines for Translating

- Circle or bracket all paragraphs and number 1,2,3,4 per page.
- Keep pages clearly labeled and typed in English.
- Try to maintain the consistency of translation.
- Try to keep words as simple as possible to read for grade school students.
- Put English text into Times font. If Frutiger is not available, please use approved language font until it is supplied to you.
- DO NOT translate Proper Names of people.
- DO NOT translate English terms that are not in the Cambodian (or any other) language such as Thanksgiving, Christmas, Easter, names of states such as Texas or Oklahoma, names of continents, etc..
- DO NOT phoneticize any words. Look them up in the dictionary.
- DO NOT translate lists of numbers, Such as,
 1. or 1)
 2. or 2)
 3. or 3)
- DO translate numbers written within the text. Examples: “3 million years ago the Dinosaurs lived.....,” or “The cost of a hotdog is \$2.00.”
- Translate all the titles and put English titles under or after the translated titles.
- Translate the **BOLDED** words in the text (should be vocabulary words in the beginning of the lesson) and put English behind translated text (**BOLD** both English and translated words).

Hint: - May be easier to translate vocabulary words after looking at the bolded English word within the text for a description of the vocabulary word.

Be very sure you use the same vocabulary word in the list as used in the paragraphs.
- Not all songs and poems (for children) are to be translated literally, they should to be translated so the meaning and point-of-view is understood by the child.

Each project will require 100% attention. **DEADLINES ARE VERY IMPORTANT!** If you believe you will not be able to make the required deadline, please notify someone at International Translation Bureau/Asian Translations, Inc., *as soon as possible*, to allow another translator to assist. Please know that any delay of the project may be charged to you. **PLAN YOUR TIME.** If you should have any questions, please contact ITB/ATI at (612) 721-5878 during business hour, and ask for Sue or Bora or email anytime at atrans@asiantranslations.com.

CODE OF ETHICS

As interpreters in any given setting, you are bound by a Code of Ethics, which dictates ethical behavior and sets out the appropriate role of the interpreter.

INTERPRETERS SHALL KEEP ALL ASSIGNMENT-RELATED INFORMATION STRICTLY CONFIDENTIAL.

Guidelines:

Interpreter shall not reveal information about an assignment, including the fact that the service is being performed. Even seemingly unimportant information could be damaging in the wrong hands. Therefore, to avoid this possibility, interpreters must not say anything about any assignment. In cases where meetings or information become a matter of public record, the interpreter shall use discretion in discussing such meetings or information.

If a problem arises between an interpreter and other person(s) involved in an assignment, the interpreter should first discuss it with the person(s) involved. If no solution can be reached, then all parties should agree on a third person that could advise them.

When training new interpreters by the method of sharing actual experiences, the trainers shall not reveal any of the following information:

- The name, sex, age, etc., of the client.
- The day of the week, time of the day and time of the year the situation took place.
- The location, including city, state or agency of all situation and parties involved.

It only takes a minimum amount of identify the parties involved.

INTERPRETERS SHALL INTERPRET ALL MESSAGES FAITHFULLY, ALWAYS CONVEYING THE CONTENT AND SPIRIT OF THE SPEAKER, USING EXPRESSION MOST READILY UNDERSTOOD BY THE PERSON (S) WHOM THEY SERVE.

Guidelines:

Interpreters are not editors and must transmit everything that is said exactly the same manner it was intended. This is especially difficult when the interpreter disagrees with what is being said or feels uncomfortable when profanity is being used. Interpreters must remember that they are not at all responsible for what is being said, only for conveying it accurately. If the interpreter's own feelings interfere with rendering the message accurately, he/she should withdraw from the session.

While working from spoken English to foreign language, the interpreter should communicate in the manner most easily understood or preferred by the non-English person (s); be it verbally, or by gesturing, drawing, writing, etc. It is important for the interpreter and the non-English speaking person(s) to spend some time adjusting to each other's way of communicating prior the actual assignment.

INTERPRETERS SHALL NOT COUNSEL, ADVISE OR INTERJECT PERSONAL OPINIONS.

Guidelines:

An interpreter may not omit from or add to anything that is said for interpreting in a session, even when they are asked to do so by any of the parties involved.

Interpreter is only present in a given situation because two or more individual have a problem communicating due to a difference in language, and thus the interpreter's only function is to facilitate communication. The interpreter shall not become personally involved in the situation because in so doing he/she accepts some responsibility for the outcome, which is not rightly theirs.

INTERPRETERS SHALL ACCEPT ASSIGNMENTS USING DISCRETION WITH REGARD TO SKILLS: SETTINGS AND THE CLIENTS INVOLVED.

Guidelines:

Interpreters shall only accept assignments for which they are qualified. However, when an interpreter shortage exists and the only ones available do not possess the necessary skills for a particular assignment, the situation should be explained to the client. If the client agrees that services are needed regardless of the skill levels, then the available interpreter will have to use his/her best judgement towards accepting or rejecting the assignment.

Certain situations may prove uncomfortable for some interpreters. Religious, political, racial, sexual differences, etc., can adversely affect the session. Therefore, an interpreter shall not accept any assignments which he/she knows will affect them personally.

Interpreters should refrain from providing services in situation where family members, close personal or professional relationships may affect their impartiality. Under these circumstances, it is difficult for the interpreter to mask their inner feelings. This is especially relevant in legal settings where the ability to provide oneself unbiased when challenged is lessened. In emergency situations, it is realized that the interpreter may have to provide services for family members, friends or close business associates. However, all parties involved should be informed that the interpreter might become personally involved in the proceedings.

INTERPRETERS SHALL FUNCTION IN A MANNER APPROPRIATE TO THE SITUATION.

Guidelines:

Interpreters should conduct themselves in manner that brings respect to themselves, the clients and the national organization. The term "appropriate manner" refers to:

- a. Dressing in a manner that is appropriate for and not distracting from the proceedings.
- b. Conducting oneself in all phases of an assignment in a manner befitting a professional.

INTERPRETER SHALL STRIVE TO ACQUIRE FURTHER KNOWLEDGE AND SKILLS THROUGH PARTICIPATION IN WORKSHOP, PROFESSIONAL MEETINGS, IN INTERACTION WITH PROFESSIONAL COLLEAGUES AND THROUGH CURRENT LITERATURE IN THEIR FIELDS.

THE PROFESSIONAL RESPONSIBILITY OF THE COMMUNITY INTERPRETER

The role of the foreign language interpreter has in recent years become increasingly vital to the smooth transition of the immigrants into their new lives in the United States. The interpreter provides the communication link between government agencies and private organizations dedicated to service to the non-English community in our state. Working as a community interpreter therefore requires a high degree of professional responsibility because the interpreter must accurately convey to both English and non-English speaking clients, not only the content of the speaker's words, but also their feelings, thoughts and culture differences.

In many instances the government agency or private organization may chose to or is required to provide an interpreter for its non-English speaking clients. The interpreter is in turn accountable to aid the non-English speaking person and the English-speaking client in fulfilling the affairs of the non-English speaker in a competent, unbiased and expeditious manner.

THE COMMUNITY INTERPRETER

Community interpreting is performed within extremely varied environments. The service can take place in courtrooms, medical facilities, day care centers, and social services centers and may also include the non-English speaking client's residence, which involves interacting with people of varying backgrounds and interests. Within the required environment the interpreter has to work for indefinite periods of time without direct supervision or electronic aids, while having to cope with the complexities of professional jargons and sets of specific, though unfamiliar, facts, names and procedures. The interpreter's ability to adjust to these extremely varied and sometimes difficult settings plays an important role in their services as does their technical and linguistic proficiency. An important part of the interpreter's adaptability is to be able to adjust his/her interpreting techniques in accordance to the demands of the situation.

TECHNIQUES OF THE COMMUNITY INTERPRETER

CONSECUTIVE INTERPRETION

Consecutive interpretation is defined as the oral interpretation of statement once the speaker has finished speaking. The statement may be short phrases or a complex one and it may also last several minutes. In translating the statement, the interpreter may rely on memory, written notes, or a combination of both. The notes may be written in long-hand, shorthand, speed writing or in graphic symbols.

In community interpreting, the consecutive method is most commonly used in situations where there is an exchange of questions and answers between the client and the foreign language speaker. In the majority of cases no notes are required and the interpreter merely repeats the questions or answers, as literally as possible in English, or in the foreign language, as soon as the statement is finished. The interpreter takes notes while the speaker is talking or when a question is being asked. The interpretation is then read aloud. However, when a question or answer goes beyond three or four sentences, it may necessary to rely on the written notices, or interrupt the speaker in order to maintain accuracy and allow for interpretation. If possible, before starting and interpreting session, an explanation on how the interpreter may interrupt, in the form of signals, should be given to the parties involved. Discreet signal may be used to indicate to the speaker (e.g. raised fingers) the need for an interruption and they should be timed in order to avoid confusion and disruptions in the speaker's questions or responses.

SIMULTANEOUS INTERPRETATION

In simultaneous interpretation, the interpreter begins the oral interpretation of a statement before it is completed. The time lag between the speaker's statement and the interpretation may be several seconds long. Rapid or close proximity interpretation are not indicative of a "good" interpretation. In fact, the linguistic structure of some foreign languages may not allow for close proximity interpretation. This mode of interpretation may be used in some community sessions, and is the recommended technique for interpretations where English conversation is taking place between participants other than the non-English speaker, and the interpreter needs to convey the conversation to the non-English speaker.

Mastery of the techniques of consecutive and simultaneous interpretation may be acquired through specialized training and/or through on-hand experience.

PARAPHRASING

In certain situations, due to conflicts, a faithful interpretation in either the consecutive or simultaneous mode may prove to be impossible. Conflicts may arise due to the vast volume of the material involved; the required speed of the delivery is too fast (time may be essence); or the wording of a phrase may require the aid of a dictionary or a lengthy explanation (proverbs are the most common examples). In cases where the allocated time for the session is limited the interpreter can give the gist of spoken or written material.

In such situations the interpreter can paraphrase or give a summary or running account of what is being said in order to avoid lengthy explanations. It should be stressed, however, that this form of interpretation is less desirable than word-for-word interpretation and should be used only in conflict situation or when requested and with the specific authorization of the client.

PHYSICAL AND VERBAL PRESENTATION

The community interpreter must act as his/her own sound engineer by directing and altering his/her voice level, in relation to the speaker(s) and listener(s) in the room. In general, the voice should always be directed towards the ears of listener(s). Since in the case of community interpretation all statements are recorded or reviewed by individual essential to the situation, we urge you as a professional to carry out this responsibility in an audible and precise manner.

SUMMARY OF TECHNIQUES

The community interpreter must be accurate, confidential, neutral, and professional in all assignment, conveying the ideas of both English and non-English clients. The interpreter's responsibility should not only include a clear content of speaker's words, but must also include their feelings, thoughts and culture differences.

CONSECUTIVE interpretation may be used in any situations where there are exchanges of questions and answers between the provider and the non-English speaking person.

SIMULTANEOUS interpretation may be used in any situations in which conversations do not actively involve the non-English speaking person, where the information is conveyed to him or for her benefit.

PARAPHRASING interpretation may be used when the provider is informed that a word-for-word interpretation is impossible due to cultural and social differences. This method should also be used when the sheer volume of material is too vast or in situation where interpreter, due to constraints in the provider's time and responsibilities, is forced to condense what is being said. Interpreters should note that this method, however, is less desirable than consecutive or simultaneous interpretation and should be used only if the provider gives authorization.

VOICE MODULATION must be under constant control. The direction of the voice as well as the physical positioning of the interpreter, in relation to the position of the speakers and listeners, is of vital importance.

Job Assignment(s)

Upon completion of an assignment, please notify ITB/ATI within 24 hours. You may either call ITB/ATI at (612) 721-5878 or fax (612) 721-5778 to report your hours.

ITB/ATI will notify you of assignments and appointments requesting your interpretation or translation service either through phone or fax. Once accepting an interpreting assignment, Interpreter is expected to show up on time and professionally or appropriately dressed. ITB/ATI reserves the right to bill Interpreter for any financial loss to ITB/ATI as a result of incompetence of the Interpreter.

If Interpreter arrives late to an assignment, that time and any cost incurred from client will be deducted from the Interpreter's original paycheck. Interpreter must notify ATI at least 24 hours in advance for cancellation due to any circumstances that prevent Interpreter from reporting to an assignment.

If Interpreter needs more information regarding assignments or needs direction, please call ATI.

Please sign and return to ITB/ATI.

Signature: _____

Date: _____

****Note: A minimum of \$30.00 will be assessed to you once you have accepted an interpretation assignment and do not show up or caused ITB/ATI's clients to reschedule.***

ITB/ATI Standards of Practice

Tax/Payment

You have been accepted to work with International Translation Bureau/Asian Translations, Inc (ITB/ATI) as an Independent Contractor. You are responsible for reporting your income at the end of the year. ITB/ATI will not withhold any taxes from you. ITB/ATI will submit a 1099 miscellaneous form at the end of each year.

You will be paid hourly per agreement of each assignment plus mileage at \$.32/mile (as of 3/01) (when applicable) and reimbursed for any parking expenses accompanied by a receipt. Please keep accurate mileage when traveling. ITB/ATI reserves the rights to refuse payment for any mileage claimed while getting lost to your destination or excessive amounts. ITB/ATI will not pay for the time and mileage if you are lost. **Please call the office if you need directions.** You will be paid a one-time \$10.00 bonus for any new client who calls into ITB/ATI and schedules an interpreter in any language. The new customer must reference your name when ordering to receive the bonus.

Invoicing ITB/ATI

Independent Contractor must submit an invoice for work completed during the month in order to receive payment. Use ITB/ATI's invoice form given to you or your own. You can either turn your invoice in on a daily, weekly or monthly basis. ITB/ATI is not responsible to keep track of your work completion hours and will not submit an invoice for you. If you do not submit an invoice, you **WILL NOT** be paid. Invoices for work completed during the month should be turned in to ITB/ATI at the end of each month (received by 5th) to receive payment on the last day of the month (NET 30 days). Any invoices received after the 5th of the following month will be paid on the next paid period.

Interpreter must report assignment upon completion to ITB/ATI within **24 hours** by phone or fax as directed by the job coordinator.

*****(NOTE: Notifying ITB/ATI by phone after a job completion does not mean you have invoiced ITB/ATI. You are just notifying your actual hours worked and that the assignment has been completed. A minimum of \$30.00 will be assessed to you once you have accepted an interpretation assignment and do not show up or caused ITB/ATI's clients to reschedule.**

Dress Code

ITB/ATI has the following dress code. Please observe the following:

YOU ARE REQUIRED TO FOLLOW THE DRESS CODE WHEN GOING TO ANY JOB ASSIGNMENT:

Women: Dresses, suits, slacks, skirts, blouses, collared shirts, sweater, any type of professional appearance attire or clean appropriate appearance.

Men: Suits with or without tie, dress pants, clean collared shirt, any professional appearance attire or clean appropriate appearance.

No offending odors, jeans, shorts, tank tops, strapless or strap dress, beach-like sandals, etc.

International Translation Bureau/Asian Translations Inc. is a professional company with professional Employees/Independent Contractors. We are proud to have excellent workers that like to display their excellence. If an Employee/Independent Contractor is dressed unprofessionally or inappropriately, it reflects on the whole team and discredits our professional image.

I, the Independent Contractor, have read and understand all the above and will abide by it.

Signature _____

Date _____

Date: _____

Each person must do at least two samples. Typed or neatly written on a separate sheet. Send back via fax or mail. You are timed and have one week to complete. When sending back, include your name and contact information.

Sample 1

Hi my name is Chris

How are you?

Where do you work?

I work as a nurse's assistant; we test for lead poisoning, **ALL DAY LONG**.

Exposure to lead can have serious health effects for both children and adults. A child under the age of six, a pregnant woman or a developing fetus can experience particularly dangerous health effects from lead exposure. Lead poisoning may cause learning, behavior and health problems in young children. Miscarriages, premature birth and stillbirths are associated with a woman's exposure to lead before or during pregnancy. Lead can cross the placenta, and may affect the fetus' brain and nervous system development.

Symptoms of lead poisoning may be subtle, and not noticeable at first. Over time lead can cause permanent damage to brain, blood, nerves, kidneys, and reproductive organs in adults.

That's a little of what I do, what do you do?

I am a paralegal for a local attorney. We handle personal injury law. My boss is assiduous with my tasks. I do an assortment of task. It is Moil, but I enjoy doing it. Currently we are working on an arraignment of a "Not guilty" plea for a gross misdemeanor in trial court.

Sample 2

Using teachable moments in the childcare day is an excellent teaching or modeling opportunity. The child's readiness is there, either sparked by a question or a behavior that indicates a desire to learn a concept or behavior. For example, a four year old child ask, "Can you show me how to write my name?" A two year old says, "Shoe" and points to her shoe. Family children care provider responds with, "Yes Amy, that is your shoe " The provider reinforces the word and acknowledges the child. The verbalization of the word shoe might possibly be expanded or 'stretched' by saying "Amy has a red shoe." Teachable moments happen when the family childcare provider takes the opportunity to meet a need that the child has at that moment. Children are like a dry sponge waiting for the next spill.

Every American has the right to fair housing. The right to live where you choose, to raise a family, to own a home - in dignity and without fear of discrimination - is a fundamental right guaranteed to all. It cannot be denied to anyone because of race, color, national origin, religion, familial status, or handicap.

Sample 3

Medical: Emergency response teams are organized and trained to render assistance. In the event of an injury or illness you will get proper first aid treatment. Hepatitis B is a liver disease, caused by a virus in the blood.
Engineering: All electrical tools and equipment must be grounded, or be of the double insulated typed. All 120 volt, 15 & 20 AMP receptacles for employee use on this project will be protected by a Ground Fault Circuit Interrupter system. Only employees who possess valid certificates are permitted to use powder-actuated tools.

Financial: _____ Funds are mutual funds. However, instead of investing directly in individual stocks and bonds, each _____ Fund invests in a diversified mix of _____ Funds, ranging from conservative money market funds to more aggressive growth stock funds. Fund managers' follow a disciplined asset allocation process to determine the best combination to invest.

Legal: **Professionals** may produce an early resolution substantially beneficial and desirable to **client**.

Accordingly, the **Client** is to provide adequate compensation to _____ and its employees, in no event shall the fee be less than that specified as the "Total" contained within the quotation(s) identified above and attached hereto the rate agreed upon, plus all extra or additional costs incurred.