

OVERVIEW OF NETA'S JANUARY 24 MONTHLY MEETING

BEWARE THE CLAUSE

NETA's president, Diana Rhudick, was the featured speaker at our January monthly meeting. Those attending could not help but be aware of the meticulous planning that Diana engaged in as she prepared to speak. The aim of this presentation was to consider the kinds of clauses in contracts that freelance translators and interpreters typically encounter and weigh the pros and cons of such clauses. Diana made a point to specify, right from the start, that she is not a lawyer, that she took no examples from current contracts she is working under, and that the points to be made would be for discussion rather than for final resolution. She made fully clear that she was not offering legal advice.

Faced with a contract for an agency job, one might assume a "take it or leave it" approach—that is, the agency presents its conditions and expectations and the supplier—in this case the translator or interpreter, wanting the job, signs on the dotted line. In contrast, Diana highlighted that ideally, clauses within contracts should be open for discussion leading to agreement. There should be a meeting of the minds where the parties involved, agency and supplier, are on an equal footing. Things certainly don't always work out that way, but at the very least, the supplier should be sure to read the contract with care and address any potentially controversial clauses prior to signing and beginning work.

Diana proceeded to display a large number of categories that she has seen in contracts, such as documentation when onboarding and noncompete clauses. Under each category, Diana had identified two or three contract clauses for discussion at the meeting. Some were largely innocuous. Others Diana deemed "excessive." Periodically Diana used Zoom's polling function to ask attendees whether they would, or would not, sign a particular clause. The diversity of responses was striking: seldom was a poll result one-sided!

Contracts underlie most every freelance job. Although Diana said that she has had limited success with proposing amendments to contract clauses, suppliers can and should suggest changes to clauses, as possible. At the very least, they should question specifics and seek clarification before signing a contract. Sometimes an agency will make accommodations.

To round out her talk, Diana alluded to model contracts that can be found on the ATA and NETA websites and provided an example of a confidentiality agreement that she finds particularly useful because it is short and sweet and avoids legalese.

If ever you have had a dispute with an agency over some aspect of your work, you would do well to watch the video of this masterful presentation. Importantly, too, if you would like to avoid future disputes, Diana's video is not to be missed! You can find it under Members Only at our website, www.netaweb.org.

[submitted by Marian Comenetz]