# Agreement Concerning the use of an ATIA seal

#### between

The Association of Translators and Interpreters of Alberta,
(Association de traducteurs et **interprètes** de L'Alberta),
represented by its president or designated signatory from time to time,
hereinafter referred to as "ATIA"

# and name of member certified language combination hereinafter referred to as the "Certified Translator"

## **PREAMBLE**

ATIA is a duly organized not-for-profit society, organized under the Societies Act of the province of Alberta.

The Certified Translator is a member-in-good-standing of ATIA.

ATIA wishes to issue a seal to the Certified Translator, which may be affixed to certified translations given by the translator as a sign of his or her professional qualification and membership in ATIA.

The use of the seal by the Certified Translator shall be governed by the following regulations:

#### 1. Use of the Seal

- a. The Certified Translator may affix the seal only to translations in the language combination he/she is certified in by ATIA or another provincial association organized under the Canadian Translators, Terminologists and Interpreters Council (CTTIC).
- b. The seal shall be affixed to certified translations only. Such certified translations shall bear language identifying the document as a certified translation, as well as the language combination of the original document and the certified translation, the name of the translator and the date the certified translation was issued.
- c. The Certified Translator shall affix the seal only to translations he/she has produced herself or which he/she has proofread with all due care and diligence. A translation proofread by a Certified Translator bearing the seal of the Certified Translator shall be deemed a translation produced by the Certified Translator, and for which he/she acknowledges sole responsibility.
- 2. Prerequisites for the Use of the Seal and Return of the Seal
  - a. The Certified Translator is authorized to use the seal only as long as he/she is a member-in-good-standing of ATIA. Should the Certified Translator

cease to be a member of ATIA as set out in the Bylaws of ATIA, he/she is no longer a certified translator of ATIA, and he/she shall return the seal at his/her own expense to ATIA. ATIA may, when it deems appropriate to do so, alternatively issue a written request for the return of the seal with a deadline for its return.

- b. The Certified Translator agrees to abide by the By-Laws and the Code of Ethics of ATIA current at that time.
- c. In the event that ATIA becomes aware of a misuse of the seal or a breach of the By-Laws or the Code of Ethics of ATIA, the Council shall be entitled to revoke the membership status of the Certified Translator or request a decision of the Discipline Committee as set out in the Code of Ethics of ATIA.

# 3. Validity of the Seal

a. The Council of ATIA may choose to set an expiry date on a seal. At the end of the expiry date, the Certified Translator may apply for a new seal at his/her own expense, however, no additional security bond as set out in section 4 shall become payable.

### 4. Security Bond

- a. The Certified Translator agrees to provide ATIA with a "security bond" in the amount of \$150.00 in advance of receipt of the seal for the use of the seal. The security bond will be held in a trust account by ATIA on behalf of the Certified Translator until the Certified Translator ceases to be a member-in-good-standing of ATIA, or until the Certified Translator returns the seal to the Treasurer of ATIA, whichever occurs first.
- b. In the event that the Certified Translator terminates his/her membership in ATIA voluntarily, he/she shall be entitled to a refund of the bond money in trust and interest accrued (if any) on the bond amount in the trust account. The Certified Translator shall have no claim to any further interest or compensation.
- c. In the event that ATIA terminates the status of the Certified Translator for reasons of misuse of the seal as set out in this agreement, or following a decision of the Discipline Committee on a Certified Translator's breach of the Bylaws or the Code of Ethics of ATIA, as set out in and following the procedures set out in the Bylaws and the Code of Ethics, the security bond held in trust shall be forfeited by the Certified Translator and the Certified Translator shall have no claim for any\_refund whatsoever.

#### 5. Cost of the Seal

- a. In addition to the amount set for the security bond as set forth in section 4, the Certified Translator shall pay to ATIA a non-refundable amount for the production and mailing of the seal(s) (i.e. for the cost of the seal). This amount also includes a percentage for administration, which is set at 10% of the production cost of the seal plus mailing costs. The cost of the seal shall be determined by the Council of ATIA from time to time and shall depend on the actual costs for production and mailing. ATIA shall issue an invoice to the Certified Translator stating the costs incurred. Payment will be required before the seal is sent to the Certified Translator.
- 6. Property of the Seal

The seal shall remain the property of ATIA.

7. Applicable Law

This Agreement shall be governed by the laws of the province of Alberta, Canada.

8. Severability

In the event that one of the provisions of this agreement should be or become void, invalid, or impracticable, such provision shall be replaced with another provision whose meaning and effect is closest to that of the void, invalid or impracticable provision.

This Agreement was made this	day of ,
in, Alberta	
(Name of Certified Translator)	(Name of Authorized ATIA Representative)
	(Position held by ATIA Representative)
(Signature of Certified Translator)	(Signature of Authorized ATIA Representative)

Please indicate your choice of style and ink color:

Blue or Black ink

Rectangular or Circular Style