THE ROLE OF SIGHT TRANSLATION IN THE ACTIVITY OF LEGAL INTERPRETERS

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Abstract: Traditionally, sight translation has been treated as a type of simultaneous interpreting, although it differs from both consecutive and simultaneous interpreting in various ways. First of all, the source text segment continues to be visually accessible to the translator, which means that there is no memory effort of the kind involved in traditional simultaneous and consecutive interpreting. This paper will deals with the major provocations and difficulties of sight translation by the means of presenting examples taken from the activity of legal translators performing sight translation for public authorities.

Keywords:translation processes, sight translation, interpreting, eye tracking special terminology

1. Introduction

This paper deals with a specific form of simultaneous interpreting called sight translation, where the interpreter reads a text elaborated in a language not understood by the signee of a document and which therefore must be translated for that person. This kind of translation is considered to be a form of simultaneous interpreting because it is an on-line or real-time rendering of a written text in oral form (reading in language B a text written in language A).

2. On the general aspects of simultaneous interpretation

It is believed that simultaneous interpreting has its roots in consecutive interpreting yet there are two major differences between them.

As defined by Mahmoodzadeh 'simultaneous interpreting consists of presenting in the target language; the exact meaning of what is uttered in the source language simultaneously, preserving the tone of the speaker' (Mahmoodzadeh 1992, 231).

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The work of simultaneous interpreters is influenced by a wide range of factors that make the work even harder. Unlike consecutive interpreting, the work of the simultaneous interpreter is done "on-line" or "real-time", therefore the time available to translate and impart the information heard is reduced to a few seconds. Furthermore, the unit of thought does not end and the interpreting has to be performed constantly. Interpreting involves multiple factors and features that should be taken into account, and this is particularly true in simultaneous interpreting. First of all it should be noted that the listening and reproducing of the information takes place simultaneously, this means that the interpreter should be able to do two things at the same time. Thus the focus here is on the attention. Another important feature is that the text or speech which is to be interpreted is semi- finished, being still in process. The meaning of it is reproduced with a partial comprehension according to the context and with the help of self-correction. During the process of interpreting, segmentation of the text takes place; the breaking of it into interpretation units. The focus here is on the so called lag distance, that is, the adequate following distance. It should be noted that there is a high risk of source language interference. This means that the source text does not get deleted immediately, potentially causing lexical or structural interference that leads to 'false friends' translations (faux amis) and loan translations (calque). A good example of 'false friends' translation is a restaurant named "Fat al", situated in downtown Budapest. This funny instance of naming shows that fat al does not even get associated with fatal, had the proprietors known better, they would probably have changed it for something less premonitory.

The interpreters speaking pace is determined by the source language speaker. Last but not least, it should be noted that in the process of interpreting, limited resources are available. The following resources help in the work of the interpreter: working memory, attention, processing capacity and time. (G. Láng 2002, 163)

The aim of simultaneous interpretation is not to establish equivalency between two languages, but to communicate the meaning of the speech being heard. It is a phenomenon of both cognitive and linguistic interest. It is cognitive because of the character of the information being processed and due to the fact that the task also involves the interpreter's ability to juggle between several concurrent operations. Its linguistic interest lies in the special character of the performed information processing /the recording of a message heard in one language and uttered in another/ (Anderson 1994, 110).

"From a cognitive perspective simultaneous interpreting is a striking task because of its sheer complexity. Many processes take place simultaneously. New speech input is

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presented continuously and the interpreter must comprehend this input and store it in memory. At the same time, earlier segments must be reformulated mentally into the target language and even earlier segments must be articulated" (Christoffels 2006, 325).

Perhaps the most prominent characteristic of simultaneous interpreting is that interpreters must do simultaneously what ordinary language users typically do serially. Interpreters comprehend and produce language at the same time, but in a normal dialogue these take place serially (Christoffels cites Garrod & Pickering 2006, 325). This simultaneity of comprehension and production is likely to be one important reason why interpreting is such a cognitively demanding task. Christoffels also states that another critical aspect of simultaneous interpreting is that interpreters must not only deal with the simultaneity of input and output; they also have to comprehend an utterance in one language yet produce it in another.

Zsuzsa G. Láng mentions that during simultaneous interpreting the 'reading – comprehension strategies' have a huge influence on the interpreters work, because they largely rely on their previous respective background knowledge, also they have to identify quickly and correctly the speaker's intention. Beside these strategies, interpreters mainly use 'compensational strategies' to overcome difficulties in interpreting and to be able to start interpreting, or to continue it even in cases where not all the conditions are fulfilled or where difficulties appear (G. Láng 2002, 164)

A primary requirement is that an interpreter must get used to, and learn, the technique of simultaneous listening and speaking. Subsequently they must learn how to work under time pressure (keeping pace, continuous speech, the pursuit of concise expressions, ability of condensation). In the process of interpreting, an important role is the ability to recognize those elements which cause difficulties, and interpreters have to know how they can either prevent their occurrence or simply eliminate them (terminological issues). The lag distance should be continuously adapted to the source language text; it should be reduced in the case of mentioning names, data or enumeration. A very important role is that of the target language text, because that is what the audience will hear. In this case the interpreter has to maintain the correctness of it, ensuring that the information of the source language text will be the same in the target language. Furthermore, they have to be able to correct themselves or, when needed, to compensate the information. Last but not least, the importance of the tools that are at the interpreter's disposal should be mentioned, though these can only partially assist the work of

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the interpreter. These tools are the documentations upon the topic of the speech, terminology, dictionaries and the interpreter cabin with all its accessories. (G. Láng 2002, 166).

3. The Definition of Sight Translation

Sight translation can be defined as the reading of a text by the interpreter from the source language into the target language, simultaneously, thus it can be perceived as a unique process that combines interpreting and translation, the former focusing on oral communication the latter dealing with written communication.

This complex act of interpreting must be performed such that the content of the document can be easily understood by the audience.

Although it is not always considered the best option, it is nowadays one of the most commonly used forms of interpretation in environments such as the offices of notary publics (Statements, Power of Attorney, Declarations, Testaments, etc.), attorneys (Deeds of Foundation, company incorporation procedure, etc.), courtrooms (the reading of a witness's statement or a court ruling) and in some cases social and healthcare institutions (medical documents, records, etc.).

Sight translation transforms a written message into a spoken message without prior reading of the text. This means that the interpreter must perform a prima vista interpretation. Sight translation is the spontaneous oral translation of different texts from a foreign language to the interpreter's native language. That is, sight translation involves rendering printed documents orally in the interpreter's native language (Stansfield, 2008).

According to the Guidelines for Healthcare Interpreters sight translation is the oral rendition of text written in one language into another language and is usually done instantaneously. Central to sight translation are the following skills: the ability to comprehend written text in one language (reading skills) and the ability to produce an oral or signed rendition in another language (speaking or speech production skills).[1]

Studying the process that goes on when subjects perform sight translation of the material to be interpreted it becomes clear that the added feature of visual exposure to the

[1] SIGHT TRANSLATION AND WRITTEN TRANSLATION Guidelines for Healthcare Interpreters http://www.ncihc.org/assets/documents/publications/Translation_Guidelines_for_Interpreters_FINAL042709.pdf

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message to be interpreted necessarily interferes with a subject's capacity to follow and understand a text elaborated in the source language and to read it in the target language[2].

When an interpreter is asked to sight translate in an official place, it will likely involve a witness statement or other document written in a language not spoken by the client (the target audience). The official interpreter is asked to read it in the native language of the client to fulfill the condition that is compulsory under the law: every person who signs a document should completely understand the content of the text that is going to be signed.

Sometimes this kind of interpreting is used in court as well: for foreign citizens a document elaborated in Romanian should be read in their native language. Most frequently we speak of a court document that must be read to the accused. It also could be a sentencing order, conditions of probation, etc. It is vital that the court interpreter provide a complete and accurate sight translation of the document so that the accused can understand the conditions imposed by the judge. You may be required to sight translate documents such as information, indictments, peace bonds, probation conditions, conditional and suspended sentences, etc. either in court or after court.

Sight translation is an option for situations in which the meaning of a written document needs to be verbally conveyed at extremely short notice.

One might think sight translation would be perfect for court rooms, notary publics offices, attorneys and other official institutions due to the fact that sight translation quickly gives meaning to foreign documents. However, in practice, sight translation should be utilized only to inform the client / target listener regarding the content of the document.

Sight translation can also be useful in meetings and conferences where an interpreter is already present. For business meetings, asking an on-site interpreter to clarify the occasional written word or phrase is certainly the quickest option.

Yet, in legal settings the precedence of speed over accuracy is not permitted. While sight translation is often used to translate a written legal document that is in a language different from the one being used in court proceedings (and in spite of the fact that it is the quickest method) we must admit that it is far from optimal.

Sight translation may be viable in very limited circumstances, but it is far better to support the oral translation with translated documents elaborated in written form as well. This is highly recommended because in that way the responsibility placed on the official translator

[2] Sylvie Lambert https://www.erudit.org/revue/meta/2004/v49/n2/009352ar.pdf

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is not so high. Importantly, the translator's stamp and signature validate that the client has understood the document and its legal effects.

Due to the fact that interpreting and translation are different professions requiring different skill sets, and that they use different resources, in some cases sight translation strips the interpreters of their resources and the interpreter is no longer operating in his or her area of expertise.

Body language and voice intonation is important for the interpreters in accomplishing their tasks; making sure that they are attributing the proper meaning to the wording of the source. When practicing sight translation, these characteristics are obviously lacking.

In some cases while doing sight translation unfamiliar challenges may occur and even the most fluent interpreter could be thrown by a typo that a translator would easily recognize. That is why it is evident that sight translation has to do with both interpretation and with translation and that it is requires that sight translator have both set of skills.

4. The comparison of simultaneous interpreting and sight translation

The following table presents the comparative analysis of simultaneous interpreting and sight translation:

No.	Simultaneous interpreting	Sight translation	Different	Identical	Similarities/ discrepancies
1	available time to translate the heard information	available time to translate the read information			both are real-time, yet in the case of Sight Translation there is a longer period of time to interpret the read text
2	the unit of thought does not end	the unit of thought ends	yes		
3	the interpreting is done constantly	the interpreting is done constantly		yes	

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4	the listening and the reproduction of the information takes place at the same time	the reading and the reproduction of the information takes place at the same time			other processing procedures must be applied in Sight Translation (following the upcoming segments of the text with the eyes)
5	attention - listening and the reproducing of the information takes place at the same time	attention – reading and reproducing of the information takes place at the same time		yes	similar abilities needed – yet the written text might help the interpreter making a sight interpreting
6	semi-finished text	finished text	yes		
7	segmentation of the text breaking it into interpretation units	segmentation of the text breaking it into reading units			in Sight Translation a kind of simplified grammatical analysis might be performed, while in in Simultaneous interpreting there is no such possibility
8	lag distance	no lag distance	yes		
9	source language interference exists	source language interference is even higher			due to the fact that the interpreter sees the text faux amis/calques are frequent

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10	the interpreters speaking pace is determined by the source language speaker	the interpreters have their own rhythm	yes		
11	limited resources	the text may help	yes		
12	the scope is not to establish equivalence between two languages but to communicate the meaning of the speech	the scope is not to establish equivalence between two languages but to communicate the meaning of the speech		yes	
13	several concurrent operations	two concurrent operations	yes		
14	new speech input is presented continuously and the interpreter must comprehend this input and store it in his/her memory	new speech input is presented continuously and the interpreter must comprehend this input but must not store it in his/her memory	yes		
15	compensational strategies to overcome difficulties	compensational strategies are used even more frequently			background knowledge, formerly known information regarding the client or the case

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16	target language text in general (in its whole) is very important	information and basic elements of the target text are the most important			In sight interpreting rephrasing the source text in the target text is strictly connected to the former's information (stylistic issues are not so important)

Table 1. Simultaneous interpreting vs. Sight translation

5. Sight translation in Romanian legal settings

Sight interpreting activity in legal settings consists of the interpretation in front of a notary, or of an attorney, or in court offered to some beneficiaries who need to make statements, to prepare mandates, which require the presence of a translator / interpreter. A first step in ensuring a complete set of procedural rights was achieved in March 2010, by adopting the directive which lays down common minimum rules applicable to interpretation and translation in criminal proceedings. This is applied in the proceedings relating to the execution of a European Arrest Warrant.

The right of being assisted by an interpreter

This right is fundamental in exercising the right to a fair trial as recognized by the ECHR. Suspects and wanted persons who do not speak or understand the language of the case must be given the assistance of an interpreter during questioning before the police, during the hearings, including preliminary ones, in other procedural phases (collection of evidence for example) and during the discussions with the solicitor/lawyer related to all these acts. No one may be deprived of this right. In this respect, a verification mechanism is created to allow confirmation that suspects or wanted persons speak and understand the language of the proceedings, or if they need the assistance of an interpreter[3].

Article 12

The official language and the right to interpreter

(1) The official language of the criminal trial is Romanian.

[3]http://www.wolterskluwer.ro/info/articole/directiva-privind-dreptul-la-interpretare-si-traducere-in-cadrul-procedurilor-penale/

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(2) Romanian citizens belonging to national minorities have the right to express themselves in their mother tongue before the courts, procedural documents being elaborated in Romanian.
(3) Parties and procedural subject that does not speak or understand Romanian language or cannot express themselves shall, free of charge, the opportunity to inspect parts of the dossier, to speak and to draw conclusions in court through an interpreter. In cases where legal aid is compulsory, the suspect or defendant is provided free of charge possibility to communicate through an interpreter, with the lawyer in preparation for the hearing, the introduction of an appeal or any other requests related to the case.

In legal proceedings interpreters and translators authorized by law are used, according to the law[4].

The opportunity provided to the subjects of criminal trials to inspect parts of the dossier makes it necessary to hire professional interpreters who therefore must do sight interpreting reading them directly in the target language the documents elaborated in Romanian. For instance, sight translation of a Warrant like the following, from Romanian to English, might be necessary:

ORIGINAL ROMANIAN TEXT	SIGHT TRANSLATED TEXT (TRANSCRIPTED BY THE REGISTRAR OF THE COURT)
INSPECTORATUL GENERAL DE POLIŢIE AL CAPITALEI	General Police Inspectorate capital
Nr. cauză: mandat de arestare nr.	No. of the Warrant 41-394-03
41-394-03 emis de Departamentul pentru Cooperarea Judiciară Internaţională în Materie Penală	Department for International Judicial Cooperation in Criminal Matters
HOTĂRÂRE	**RESOLUTION**

[4] The new Code of Criminal Procedure updated by: Act no. 255/2013 - for the implementation of Act no. 135/2010 on the Criminal Procedure Code and amending and supplementing certain acts which deal with the criminal procedure of 19 July 2013, Official Gazette 515/2013;

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cu privire la măsura arestării preventive	**regarding a Warrant**
Numele:	Name:
John S.	John S.
Data şi locul naşterii:	Born on:
Cluj-Napoca, 19.02.1983.	*
Numele mamei:	Maiden name of the mother:
Mary J.	Mary J.
Paşaport:	Passport no.
*	*
Cetăţenia: GBR	Citizenship: UK
Domiciliul:	Residence:
România	ROMANIA
În temeiul articolului 73 (alin. 3.) al Codului de Procedură Penală, Autoritatea dispunea arestarea preventivă a numitului.	Under Article 73 (par. 3) of the Code of Criminal Procedure remand to police custody is disposed by the Authority.
În conformitate cu art. 126 (alin. 3) durata arestării preventive nu poate depăşi 72 de ore.	In accordance with art. 126 (para. 3) preventive arrest cannot exceed 72 hours.
În conformitate cu art. 126 (alin. 5) numitul a fost luat în arest preventiv la data de 28.04.2010 la orele 16:30, sfârşitul perioadei de arest preventiv fiind: 01.05.2010 orele: 16:30.	In accordance with art. 126 (par. 5) the above mentioned person was taken into custody on 28.04.2010 at 16:30, the end of the period of remand being: 01.05.2010 hours: 4:30 p.m.
Hotărârea va fi înmânată personal lui John S. În conformitate cu art. 195 (alin. 1) împotriva Hotărârii se poate depune plângere în termen	Resolution will be personally handed to John S. In accordance with art. 195 (par. 1) against the resolution complaint can be filed within 8 days

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de 8 zile de la comunicare.	from notice.
Plângerea se va depune la organul de urmărire penală.	The complaint will be filed with the prosecuting body.
MOTIVARE	Motivation
Departamentul pentru Cooperarea Judiciară Internaţională în Materie Penală a emis mandat de arestare preventivă împotriva numitului John S.	Department for International Judicial Cooperation in Criminal Matters issued arrest warrant against John S.
Motivul arestării preventive este săvârşirea infracţiunii de jaf.	Reason for arrest is the offense of robbery.
Din acest motiv luarea măsurii arestării preventive este necesară şi obligatorie.	For this reason preventive arrest is necessary and binding.
Luând în considerare condiţiile existente consider, că în scopul desfăşurării cu succes a urmării penale, este necesară arestarea preventivă a numitului John S., astfel dispun arestarea preventivă a acestuia.	Considering the present conditions we consider that for the purposes of successful prosecution, it is necessary to remand John S., so we take him in custody.
Elaborat de TRIBUNALUL CLUJ-NAPOCA, SECTIA PENALĂ	Issued by the competent Authority

Table 2. An example of sight translation in Court

The most important elements of the above Warrant that must be translated are the legal measure that is going to be taken against the accused (remand and taking into custody) and the period of the remand. Besides these, the right to a complaint is also very important. Thus this information must be rendered for him in order to give him the chance of a fair trial.

6. Case study

A very important procedure in which interpreters act as sight translators is the incorporation of companies constituted by foreign citizens at the Romanian Trade Register Office.

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According to Romanian law, both Romanian and foreign investors (and ventures) are equally treated, benefiting from the same opportunities for setting up business operations in Romania by founding separate legal bodies.

In this procedure the client usually goes to a lawyer who will guide her/him through the foundation process and provides her / him with an authorized interpreter.

The steps of the process:

I. The elaboration of the Deed of Foundation at the Lawyers Office that contains:

1. the shareholders' personal information: full name, place and date of birth, residence and nationality;
2. the general manager responsible for the management and running the company, individuals or legal persons;
3. the company's name and registered office;
4. the nature of the business in which the proposed company will be engaging, specifying the principal field of activity and secondary commercial activities;
5. data regarding the percentage of profits and deficit for each associate/shareholder;
6. the information referring to the subscribed registered capital by each shareholder, the number and nominal worth of shares, the number of shares subscribed to each shareholder for his/her part;

II. Procedures at the Notary Publics Office

1. Fiscal record or a substituting statement made in front of a notary public that refers to the fact that the foreign citizen has a clean fiscal record
2. Specimen signature for the foreign citizen

III. Procedures at the Bank

1. To make the capital deposit
2. Specimen signature

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In the first and second steps an interpreter is needed to sight translate the Deed of Foundation, the Statement regarding the fiscal record, the Signature specimen, and the signing and sealing of it with his/her official stamp.

In the third step the presence of an interpreter is only optional; the Bank doesn't require an authorized translator, anyone speaking both the source and the target language may do the translation.

Below are some excerpts from the texts that must be sight translated in this procedure and we will highlight the most important segments that must be rendered to reach a perfect understanding of the legal act and its consequences.

CONTRACT DE SOCIETATE	**CHARTER OF THE COMPANY**
Părţile numite au stabilit că cu scopul promovării obiectivelor lor economice vor constitui o societate comercială în conformitate cu prevederile legii VI/1988. Societatea comercială (SC) va fi o societate pe răspundere limitată (SRL).și va avea denumirea de *****.**	The company was constituted according to the wish of the founders based on Act VI./1988. The name of the company is: ***-, Kereskedelmi-, Vízgazdálkodási Korlátolt felelősségű társaság (Limited liability company). The company has been established in the following conditions.
Art. 1 – Denumirea	The name of the company: ***Limited liability company)
*****.**/SOCIETATE PE RĂSPUNDERE LIMITATĂ/	Short name: ***
Art. 2 -Prescurtare: ***/	Headquarters: ***
Art. 2 - Sediul societăţii:	The founders are:
***	The subject of activity according to the economical activities' register:
Art. 3 – Asociaţii, care întemeiază Societatea sunt următorii:	According to NACE rev

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*** **Art. 4 - Obiectul de activitate:** 1411-Fabricarea de maşini si echipamente 1412-Reparaţia de maşini şi echipamente 1413-Montarea tehnologică a maşinilor şi echipamentelor 1461-Productie de metale feroase **Art. 6 - Capitalul social** Capitalul social subscris si vărsat al societăţii este de *** lei, care este în întregime aport în numerar. Aportul la capitalul social se va realiza după cum urmează: asociaţii se obligă la depunerea sumei de *** HUF în termen de 8 zile de la semnarea prezentului contract. Vor face dovada plăţii cu document bancar. Asociaţii se obligă că vor plăti suma restantă de *** în termen de 1 an de la semnarea prezentului contract la sucursala ***. Astfel capitalul social va fi întregit la suma de ***. În cazul în care unul dintre asociaţi nu îndeplineşte obligaţia de plată a aportului la termenul stabilit, respectiv în cazul întregirii capitalului în termen de 8 zile de la notificarea administratorului, asociatul în	The registered capital: Parties will be obliged to pay **** HUF on the date of entering this contract, and an other sum of **** HUF in term of 1 year after the company had been registered at the Commercial Office. The whole sum *** will be paid on the current bank account lead by OTP Bank. If one of the associates does not pay his contribution in due time or in 8 days calculated from the official announcement of the administrator in the case of the completing sum (the second part payment) the respective party can be penalized according to article 128/Act VI./1988. The capital allocation: • Xy • Ab The parties are not obliged but may directly contribute to the activity of the company. If they choose to have direct contribution they will receive remuneration according to the existing agreement. Business shares may be transferred to the members of the company only if the General Assembly agrees. The share of each associate in the incomes and

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cauză poate fi sancţionat în conformitate cu prevederile art. 128 din Legea VI./1988. 1./ aportul asociatului , 2./ aportul asociatului Asociaţii în termen de 8 zile de la constituirea societăţii o să pună jumătate din suma reprezentând capitalul social la dispoziţia Societăţii. **Art. 7.** - Asociaţii nu sunt obligaţi la colaborare dar au drept de colaborare. În caz de colaborare personală ei pot fi indemnizaţii pe baza Convenţiilor concrete. **Art. 8.** - Cesionarea părţilor sociale către asociaţii Societăţii se face numai cu acordul Adunării Generale.Părţile sociale pot fi divizate numai pe cale succesorală. În cazul în care unul dintre asociaţi iese din Societate nu are dreptul să ceară părţile sale sociale. Părţile sociale pot fi cesionate şi către persoane din afara Societăţii, dar asociaţii întotdeauna au drept de preemnţiune. **Art. 9 –** Venitul care constituie dividend la sfârşitul anului financiar se împarte între asociaţi în mod egal, partea fiecărui asociat fiind 50% din totalul venitului. Pierderile vor fi suportate de către asociaţi în mod egal, partea fiecăruia fiind 50% din pierderi. **Art. 10 - Organul supreme de conducere**	deficits is equal with the percentage of the contribution to the capital allocation (50-50%). The main organ of the leadership is the General Assembly. Its main competences: • Elaboration of balance sheet, division of incomes • Order for payments and fund repayment • Withdrawal of the business shares • Exclusion of a member • Names and recalls the manager/administrator, and settles his level of wage • The fulfillment of the duties of the employer regarding the manager/administrator • The fulfillment of those responsibilities resulting from contracts the value of which is bigger than 25% of the

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este Adunarea Generală. Atribuţiile Adunării Generale: • elaborarea balanţei, divizarea veniturilor • solicitarea plăţilor aferente şi returnarea acestor plăţi • suspendarea părţii sociale • excluderea unui membru • alegerea administratorului,demiterea sa, stabilirea indemnizaţiei sale • exercitarea dreptului angajatorului faţă de administrator • asumarea responsabilităţii în cazul unor activităţi speciale, sau în cazul unor contracte ale căror valoare depăşeşte 25% din capitalul social, sau în cazul acelor contracte care vor fi încheiate cu asociaţii societăţii, administratorul societăţii, sau rudele acestor persoane, cu excepţia cazurilor în care aceste contracte fac parte din activitatea regulată a societăţii • modificarea contractului de societate • decizie asupra dizolvarea, fuzionarea, lichidarea, transformarea societăţii • cesionarea părţii sociale către unul	registered capital, or from those contracts in which the contracting party is a member of the company, or is in kinship with one of the associates • The amendments to the charter of the company • Decides the fusion, liquidation or transformation of the company • Decides the transfer of business shares to an associate • Decides the wages of the managers The General Assembly of the associates is summoned by the calling of all the associates. The invitation must contain the schedule, must name the place and date were the seat will take place. The letter of invitation will be handed at least 15 days before the due date. The General Assembly may take its decisions even if one of the associates is not present, if the respective associate signs a statement regarding the decision, and this statement is registered in the Book of Decisions. The administrator is: • ***

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dintre asociaţi • indemnizaţia administratorilor	The duration of his mandate is of 5 years. The signature in the name and for the company will be done according the certified signature sample and it will be placed on official papers written by computer or by hand.
Art. 11 -În cazul în care Adunarea Generală dispune plata unor plăţi compensatorii, această sumă nu poate fi mai mare decât 50% din întregimea capitalului social.	The administrator declares that he fulfills all the conditions stipulated by Act VI/1988, to have the function of administrator. There are no incompatibilities or excluding conditions. The administrator will receive salary for his activity.
Art. 12 -Adunarea Generală este legal constituită în cazul în care totalitatea părţilor sociale este reprezentată. Fiecare asociat are 50 de voturi. În cazul egalităţii de voturi decide votul asociatului mai în vârstă. Adunara generală poate fi convocată de oricare dintre asociaţi. Invitaţia se face în scris cu precizarea motivului şi scopului şedinţei, precum şi cu comunicarea ordinii zilei. Invitaţia se va face în aşa fel încât să fie înmânată asociaţilor cu cel puţin 15 zile înainte de data stabilită pentru adunare. Hotărârea poate fi luată şi prin semnarea unei declaraţii de acceptare a hotărârii, şi înregistrarea acesteia în registrul hotărârilor.	The associates may take an advance from the estimated benefit if the other associate agrees. This sum must be repaid before the elaboration of the yearly balance sheet. The administrator is obliged to register the decisions in the Book of Decisions, and he must allow the access of the other associate to the official papers of the Company.
Art. 13- Administratorul Societăţii ****. Mandatul său este de 5 ani.	The dissolution and liquidation of the company: • if there is no legal successor • if the Commercial Register's Office decides its dissolution • in case of fusion with other companies

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Administratorul va semna pentru Societate actele scrise cu mâna sau cu calculatorul, documentele tipărite cu semnătura sa oficială care este identică cu cea de pe specimenul legalizat de semnătură. Administratorul declară că în cazul său nu există incompabilităţi cuprinse în art. 3 din Legea VI/1988. Administratorul este îndreptăţit la indemnizaţie pentru activitatea sa. **Art. 14** -Unul dintre asociaţi cu acordul scris al celuilalt asociat poate lua avans din suma care îi va reveni după calcularea veniturilor cu condiţia că o va plăti înapoi până la elaborarea balanţei anului financiar. **Art. 15** -Administratorul este obligat la înregistrarea hotărârilor în Registrul Hotărârilor, şi totodată este obligat să asigure accesul celuilalt asociat la actele şi documentele societăţii. **Art. 16** -Societatea se desfiinţează în cazul în care se dizolvă fără succesor de drept, precum şi în următoarele situaţii: • dacă ONRC-ul declară societatea desfiinţată • dacă este lichidată • dacă fuzionează cu o altă societate	• in case of transformation of the juridical form In case of dissolution after the repayment of the sums taken from creditors, the remaining patrimony will be shared equally (50-50%). The associates are obliged to keep professional secrets. The regulations of this Charter will be completed with the stipulations of the law regarding commercial companies prescribed by legislation in force (Act VI/1988, Ordinances: 15/1989/II/7, 5/1990/IV/5, 6/1990/IV/5). Undersigned we declare that we have signed this contract after reading it , understanding it and approving its content. Drafted and typed

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• dacă se schimbă forma sa juridică **Art. 17** -În cazul desfiinţării după achitarea datoriilor către creditori patrimoniul se va împărţi între asociaţi, partea fiecărui asociat fiind 50%. **Art. 18** -Asociaţii sunt obligaţi la păstrarea secretului profesional cu privire la informaţiile în a căror posesiune au intrat în cursul desfăşurării activităţilor. **Art. 19** -În chestiunile nereglementate de prezentul contract se vor aplica prevederile Legii VI/1988, cu normele sale de aplicare (de ex. Ordonanţa 15/1989, II/7, Ordonanţa 5/1990. IV/5, 6/1990. IV/5, etc.) După ce a m citit şi ni s-a explicat textul prezentului act am semnat contractul ca fiind în conformitate cu voinţa noastră. Technoredactat şi autentificat de avocat	

Table 3. A Sight translated Deed of Foundation (Charter of the Company)

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In the above table we can see a text elaborated by a Romanian lawyer and its sight translated version (transcription made based on the audio recording of the interpreter).
The most important segments that must be rendered are: legal form of the company, data referring to the associates and to the capital, data referring to the General Assembly and to the Administrator.

We can see that the text is almost entirely translated with the exception of the subject activity of the company due to the fact that in accordance with the NACE codes included in the source texts, the client himself may read the required information from the English version of the NACE

DECLARATIE	STATEMENT
Subsemnatul **** pe propria răspundere şi cunoscând prevederile art. 326 Cod Penal Român cu privire la declaraţiile nesincere, declar următoarele: Declar că nu am suferit nici o condamnare penală pentru infracțiuni contra patrimoniului prin nesocotirea încrederii, gestiune frauduloasă, abuz de încredere, mărturie mincinoasă, infracțiuni de corupție, infracțiuni de fals în înscrisuri, delapidare, înșelăciune, infracțiuni de evaziune fiscală, infracţiuni prevăzute de Legea nr. 656/2002 pentru prevenirea şi sancţionarea spălării banilor, precum şi pentru instituirea unor măsuri de prevenire şi combatere a finanţării actelor de terorism, cu modificările şi completările ulterioare, pentru infracțiuni prevăzute de Legea 31/1990, legea societăților și îndeplinesc condiţiile legale	The undersigned **** on my own behalf and being aware of the provisions of Art. 326 of the Romanian Penal Law regarding false declarations make the following statement: I declare that I have not suffered any criminal conviction for crimes against property through disregard of trust, fraudulent management, breach of trust, perjury, corruption offenses, offenses of forgery of documents, embezzlement, fraud, tax evasion offenses, offenses under Law no. 652/200 for the prevention and control of money laundering as well as on measures to prevent and combat the financing of terrorism, as amended and supplemented, for offenses under Law 31/1990 (the act on companies) and meet the legal requirements set out by the Romanian legislation in force to exercise the representative quality (as a trustee) of the branch

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prevăzute de legislaţia română în vigoare pentru exercitarea calităţii de reprezentant (împuternicit) al sucursalei ****	****
Totodata mai declar ca nu am savarsit pe teritoriul Romaniei fapte sanctionate de legile fiscale, financiare, vamale, precum si cele care privesc disciplina financiara, asa cum sunt definite si reglementate in O.G. nr. 75/2001 privind organizarea si functionarea cazierului fiscal aprobat prin Legea nr. 410/2002, indeplinesc conditiile prevazute de legislatia in vigoare pentru detinerea calitatii de reprezentant (împuternicit) al sucursalei ***, cu datele de mai sus. Declar că nu sunt înregistrat fiscal în România, nu am reşedinţa în România şi nu am datorii faţă de Statul Român.	I also declare that I have not committed the acts sanctioned by the laws of Romanian regarding tax, financial issues, customs, and those concerning financial discipline, as defined and regulated in GO no. 75/2001 on the organization and functioning of the fiscal record approved by Law no. 410/2002, thus I fulfill all the conditions stipulated by the legislation in force for being the representative (trustee) of the branch *** (with the above data) I declare that I am not registered for tax in Romania, I am not resident in Romania and I don't have any debts towards the Romanian State.
Dau prezenta declaraţie spre a servi la Oficiul Registrului Comerţului.	This Statement shall be used at the Trade Register's Office.
DECLARANT	DECLARANT

Table 4. A Sight translated Statement Regarding Fiscal Record

Table 4. illustrates a model of Statement that is made by a Romanian Notary Public for a foreign citizen who wants to establish a company in the territory of the Romanian state.
We can also see, in the right column of the table, the sight translated version (transcription made based the audio recording of the interpreter).

This statement is very important because it ensures that the foreign investor is not a debtor and has not been convicted for serious crimes (terrorism, money laundering), thus the role of the interpreter is very important. He/she must be very precise when he/she presents the content of the statement and must make adequate use of the technical (legal) jargon (crimes against property, disregard of trust, fraudulent management, breach of trust, perjury, corruption offenses, offenses of forgery of documents, embezzlement, fraud, tax evasion

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offenses). Another important element that must be rendered for the client is the next segment: 'on my own behalf and being aware of the provisions of Art. 326 of the Romanian Penal Law regarding false declarations make the following statement' as this is the basis for the latter credibility of the whole document.

7. Conclusions

Compared with written translation, which is the written transferring of a document from one language into another, sight translation is the orally presented target language version of a document.

As opposed to interpreting, which is the oral rendering of a speech or presentation from language A to language B, sight translation is the oral rendering of certain documents form language A to language B.

The most important settings for sight translation are: hospitals (medical reports, consent forms), courts (waiver, probation, police reports, warrants, case files and affidavits), public agencies and other official places.

Sight translation is just as difficult as simultaneous interpretation and involves some very complex cognitive processes. The input is written and not spoken but the interpreter still has to process a thought in the source language - and generate the target language version of that thought - while simultaneously processing the next source language thought.

Due to the fact that the text is written, it is more important for the interpreter to focus on the meaning than on the word. Reading comprehension plays a very important role in becoming a professional interpreter who also works as a sight translator. The sight translator must read the information of the source text loudly and enunciate it clearly with proper intonation.

He or she must use adequate terminology, as terminological equivalence is very important in the case of specialized texts (jargon, passive voice, clusters). In some cases paraphrasing might also be used.

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