



Policy for Translating and Reproducing Standards published by the British Society of Audiology

Introduction

One of the BSA's primary objectives is to publish high quality practice guidance documents that enable clinicians worldwide to provide services of consistently high quality. The official working language of the BSA is English, however, the BSA recognises the need for some of these documents to be produced by interested groups in to other languages. This will also increase the impact and reach of these documents by facilitating them into languages other than English.

The BSA receives a number of requests by Hearing Health Professionals who wish to have the text of the Recommended Procedures and Practice Guidelines translated in to other languages. This policy outlines the BSA's position on this. Differences from the original text may occur and translations are provided for reference purposes only. This policy applies to the translation of the complete content of a BSA Practice Guidance. It does not address or condone additions, amendments or deletions from the content or modifications to the intended meanings.

This policy is based on cooperation between the BSA and a translating body. The translating body will be a similar audiological body or representatives from that body. It should be used to assist with effective and efficient translation and it relies heavily on the goodwill and integrity of the translating bodies.

As a society with global reach, the BSA aims to bridge any cultural differences across the Audiology community, in particular those related to the diversity of the world's languages.

Objectives

The aim of this policy is to:

1. Encourage one high quality translation of a particular BSA Practice Guidance document per official language
2. To achieve faithful translation of the standards, with no additions, amendments, modifications in meaning or deletions from the content (authentic translation does not imply word for word translation but should result in text that is readable in the language it is being translated in to whilst maintaining the original meaning)
3. To ensure that the translations of practice guidance are updated concurrently with updates and reviews of the original English documents

Intellectual Property

The BSA owns all of the intellectual property and copyright of the publications and other materials.



Copyright

Copyright provides the creators of original works with exclusive rights, including the right to reproduce works or allow others to reproduce, translate, adapt or otherwise create copied works. The BSA is the worldwide copyright owner of its final publications in English and all other languages, and therefore has the exclusive rights to reproduce, or authorise others to translate and reproduce its content. The BSA does not assign copyright to others, but may grant others the right to use its copyrighted material through an agreement.

Licenses, Waiver Fees and Royalty payments

The BSA may charge a licence, or fee, or waiver a fee or royalties for the use of its intellectual property at levels and in circumstances as determined by the BSA Council. Such fees and payments will contribute to the funding of the continued society's activities and mission of the BSA.

This fee will dependent upon whether the reproduction is for non-commercial or commercial purposes.

Translations and Reproductions

The BSA intends to work with similar audiological bodies in the translation of any practice guidance rather than individuals. The following principles are important:

- The translating body demonstrates that they will involve or will attempt to involve other members, hearing health organisations and interested parties that might benefit from using the translation
- They affirm that that translation will be faithful to the English standards
- The translation is completed within a mutually agreed timescale
- They agree to maintain updated translations as new and revised standards are published or withdraw the standard they are using if they do not wish to update it
- The translating body explicitly accepts that the intellectual property and copyright belongs to the BSA
- The translating body explicitly accepts that it has the final responsibility for the quality of the translated standard

The Translation Process

1. The process should involve a principal translator, a review committee and the BSA Operations Manager.
 - a. The translation should be led by the principal translator and he/she should be a fluent speaker of the language that is to be translated and have an excellent knowledge of English. He/she should have a knowledge in the area of the practice guidance being translated
 - b. The review committee should be proficient in English and the language of translation. At least one of the committee should be experienced in the area of the practice guidance and they all have a collective responsibility for the review of the documentation
 - c. The BSA Operations Manager will ensure the process is being adhered to, provide technical assistance in respect to the meaning and intent of the English text and monitor progress against the agreed timetable.



2. The translation should not be published by the translating body until the final version has been approved by the principal translator and they are satisfied with the quality of the translation
3. The BSA, at their discretion, may elect to perform a quality control review in replacement of the work of the review committee
4. The translating body will be expected to provide the BSA with an electronic version of the translated practice guidance.

Disclaimer

Each text that is translated should include the following disclaimer in both English and the language it is being translated in to.

"This document is based on documentation provided by the British Society of Audiology (BSA). For the original English version see {insert hyperlink}. It was translated into {insert language} by {insert name of translating body} in {insert month and year} and is reproduced with permission of the BSA. The process for translating the practice guidance was considered by the BSA and the translation was conducted in accordance with the BSA policy for Translating and Reproducing Practice Guidance.

English language text of {insert the practice guidance title} © {insert year} by the British Society of Audiology (BSA). All rights reserved.

{Language of translation} language text of {insert the practice guidance title} © {insert year of translation} by the British Society of Audiology (BSA). All rights reserved.

The BSA cannot be held responsible for any errors in translation. In the event of any dispute about the meaning of a translated word or phrase in the translated standards, the original English language text and interpretation thereof will prevail.

To get access to further benefits from the BSA please consider joining us as an overseas member. For more information please click here <http://www.thebsa.org.uk/contact/join-british-society-audiology/> "

Review of Policy

In line with standard practice the BSA will review this policy on an ongoing basis at the time of the production of the Annual Trustees Report.



Appendix A – Translator Request for Permissions

Please complete the form and send a copy of your Curriculum Vitae for permission to translate or reproduce a BSA publication.

PRINCIPAL TRANSLATOR			
Full name	Click or tap here to enter text.		
Job Title	Click or tap here to enter text.		
Company / Institution	Click or tap here to enter text.		
Address	Click or tap here to enter text.		
Postcode	Click or tap here to enter text.		
Country	Click or tap here to enter text.		
Main telephone (please include the international dialling code)	Click or tap here to enter text.		
Email address*	Click or tap here to enter text.		
Do you have a proven expertise in the area the practice guidance refers to?	Click or tap here to enter text.		
Are you fluent in the language the document will be translated in to?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Do you have an excellent knowledge of English	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Do you have a review committee in place	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Review committee details	Name	Job Title	Email Address*
	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.



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	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*We will only use this email address for further information and we will not share it or sell it to third parties.

BSA PRACTICE GUIDANCE PUBLICATION

Title	Click or tap here to enter text.	
Year of publication	Click or tap here to enter text.	
Are you the author of the material?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does the author work at your institution?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Were you one of the international peer reviewers on this document?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

REQUEST

I wish to request permission to translate this guidance in to the following language	Click or tap here to enter text.
This will be reproduced for	Commercial reasons <input type="checkbox"/> Non-commercial reasons <input type="checkbox"/>
Additional Comments	Click or tap here to enter text.

I have read the "Policy for Translating and Reproducing Standards published by the British Society of Audiology" and agree to all of the terms and conditions outlined in this document

Signed	Click or tap here to enter text.
Dated	Click or tap here to enter text.

I agree that by checking this box and typing my name above acts as my e-signature

Please contact the BSA Admin at bsa@thebsa.org.uk for further information.



Appendix B – Agreement for Translations of BSA Practice Guidance

THIS AGREEMENT is made, dated

BETWEEN:

Parties

(1) **The British Society of Audiology (BSA)** whose registered office is at Blackburn House, Redhouse Road, Seafield, Bathgate, EH47 7AQ

and

(2) whose address is

.....

..... (Translating Body)

Regarding the BSA Practice Guidance(year) to be translated in to(language) to be reproduced for non-commercial / commercial reasons.

IT IS AGREED as follows: -

1.0 Context

This translation work has been set up whereby the BSA and the Translating Body have agreed to work together to provide a translation of BSA Practice Guidance.

2.0 Duration

This Agreement shall begin on the date upon which it is signed by both parties and shall, subject to the provisions for early termination in clause 5, continue until terminated by either party giving to the other, one month's written notice save of the intellectual property rights of the BSA.

3.0 Relationships

3.1 Working Group

There should be a working group which includes a Principal Translator, a review committee and the BSA Operations Manager.

- 3.1.1 The translation should be led by the principal translator and he/she should be fluent speaker of the language that is to be translated and have an excellent knowledge of English. He/she should have a proven knowledge and expertise in the area of practice guidance being translated



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- 3.1.2 The review committee should be proficient in English and the language of translation. They should be experienced in the area of the practice guidance and have a collective responsibility for the review of the documentation.
- 3.1.3 The BSA Operations Manager will ensure the process is being adhered to, provide technical assistance in respect to the meaning and intent of the English text and monitor progress against the agreed timetable.

3.2 Exclusivity

The BSA works with a number of Translating Bodies and this relationship is not exclusive for further translations and only related to the practice guidance in question.

3.3 Project Lead

Laura Turton (BSA Operations Manager) is the BSA's representative for this project. The Principal Translator is insert name, representing XX Translating Body

3.4 Confidentiality

- 3.4.1 Each party shall keep secret and confidential any information, which it receives from the other and shall not disclose the same to any third party without the others written consent. Without prejudice to the generality of the foregoing, the Translating Body, or his agents acknowledge that the identities and any information of the customers including information belonging to the BSA and the Translating Body shall not disclose the same to any third party without the BSA's written consent.
- 3.4.2 The obligations of confidentiality imposed by clause 3.4.1 shall not apply to any information, which is, or becomes part of any overriding legal obligation to disclose the information.
- 3.4.3 The obligations of confidentiality imposed by clause 3.4.1 shall survive the termination of this agreement.

3.5 Resolving potential issues

Where there is a conflict, dispute of difference within the Translating Body, in the first instance we will try to resolve the matter through senior managers of the parties concerned. If there is still no resolution, then we will involve a third party. This will be through an agreed independent body.

4.0 Licenses, Waiver Fees and Royalty payments

The BSA may charge a licence, fee, waiver fee or royalties for the use of its intellectual property at levels and in circumstances as determined by the BSA Council. Such fees and payments will contribute to the funding of the continued activities and mission of the BSA.



This fee will be set depending upon whether the reproduction is for non-commercial or commercial purposes.

5.0 Objectives

The Translational Body agrees to the following:

- The translating body demonstrates they will involve or will attempt to involve other members, BSAs and interested parties that might benefit from using the translation
- They affirm that that translation will be faithful to the English standards
- The translation is completed within a mutually agreed timescale
- They agree to maintain ongoing translations as new and revised standards are published
- The translating body explicitly accepts that the intellectual property and copyright belongs to the BSA
- The translating body explicitly accepts that it has the final responsibility for the quality of the translated standard
- Add in the disclaimer from the BSA in both English and the translated language in the documentation
- The translating body will be expected to provide the BSA with an electronic version of the translated practice guidance.

6.0 Terminating this agreement

Either party may terminate this Agreement at any time forthwith by giving notice in writing to the other upon the happening of any one or more of the following events namely:

- 6.1 If the other commits a breach of this Agreement which, in the case of a breach capable of remedy, is not remedied within 30 days of other receiving written notice to remedy or desist from such breach; or
- 6.2 Termination of this Agreement under either clause 2.0 or this clause 6 shall be without prejudice to any other rights or remedies, which either party might have at the date of termination.

7.0 Consequences of Termination

On the termination of this Agreement for any reason, the Translating Body shall forthwith deliver to the BSA at the place specified by the BSA any equipment or documentation belonging to the BSA in the possession, custody or control of the Translating Body at the date of termination.

8.0 Intellectual Property

- 8.1 The BSA owns all of the intellectual property and copyright of the publications and other materials, even after the duration of this agreement has ceased.
- 8.2 The BSA is the worldwide copyright owner of its final publications in English and all other languages, and therefore has the exclusive rights to reproduce, or authorise others to translate and reproduce



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its content. The BSA does not assign copyright to others, but may grant others the right to use its copyrighted material through an agreement.

8.3 Without prejudice to any other remedy the BSA may have for a breach by the Translating Body of these clauses the Translating Body accepts the BSA will be entitled to recover associated consequential loss.

9.0 Rights of Third Parties

The parties do not intend that this agreement or any of its terms shall confer any benefit on or be enforceable by any third party.

10.0 Entire Agreement

The agreement embodies the entire understanding of the parties and overrides and/or supersedes any prior promises, representations, understandings or implications.

11.0 Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the United Kingdom and the parties submit to the exclusive jurisdiction of the UK courts.

Signed

Signed

Print Name Laura Turton

Print Name

Position BSA Operations Manager

Position

Date

Date

For and on behalf of
The British Society of Audiology

For and on behalf of the
XXX Translating Body