
American Translation Partners

APPLICATION FOR FREELANCE LINGUISTS





APPLICATION FOR FREELANCE LINGUISTS

Personal Information

Name:			SSN:		
first	middle	last			
Home Address:					
street		apt no	city	state	zip
Mailing Address:					
street		apt no	city	state	zip
URL:			Email:		
Telephone:					
home		office		cellular	
pager		other			
Native Country:		Native Language/Dialect:		How long have you resided in your native country?	
Have you ever resided in other foreign countries, except the U.S.? If yes, indicate which countries and length of time.					
How long have you lived in the U.S.?			How did you first learn about us?		
Have you ever been convicted of a felony? Yes_____ No_____					
Within the last 5 years, have you ever been convicted and/or incarcerated for a misdemeanor, other than a first conviction for drunkenness, simple assault, speeding, minor traffic violations, or disturbance of the peace? Yes_____ No_____					
If you answered "Yes" to either or both of the above questions, please set forth the date, nature, and disposition of any such conviction(s)					
As a freelance linguist, do you carry any of the following insurances? If yes, please indicate the type and submit a COI.					
<input type="checkbox"/> Errors & Omissions <input type="checkbox"/> Professional Liability <input type="checkbox"/> Workers' Comp <input type="checkbox"/> Other _____					

Language Background

Please indicate other language(s) you speak and /or read & write fluently:				
Do you have any formal simultaneous/consecutive interpreting training? If yes, where?				
Work as:	Often	Sometimes	Rarely	Never
Consecutive interpreter				
Simultaneous Conference interpreter				
Escort interpreter				
Translator				
Editor				
Proofreader				
Language instructor				
Narrator				
Subject specialties:				
Professional organizations:				

Employment

	Organization/Location	Job title/Duties	Supervisor/Phone	Dates
1.				
2.				
3.				
4.				
5.				

Simultaneous Conference Interpreting Experience

Number of active years:		Number of conferences:		
List conferences you have worked during the past three years				
	Company/Address	Name of the conference	Contact person	Telephone
1.				
2.				
3.				
4.				
5.				

Consecutive Interpreting Experience

	Company/Address	Name of the conference	Contact person	Telephone
1.				
2.				
3.				
4.				
5.				

If you believe any of your qualified friends would be interested in applying to American Translation Partners for interpreting or translation work, please list their contact information below. Thank you!

	Name	Address	Language	Telephone
1.				
2.				
3.				

Special Skills

Computer skills:
Other:

(ALWAYS NOTIFY ATP OF ANY CHANGES ON YOUR CONTACT INFORMATION)

This form is an application to work for American Translation Partners, Inc as a freelance linguist. Each assignment constitutes a separate agreement in which you are free to perform as you desire subject to quality and delivery requirements specified in advance. Please sign your name and fill in the date below. This signature confirms that the information you have provided is the truth and that we may contact the above mentioned references. Should any of the information be found to be incorrect, subsequent termination of any agreements of contracts may follow.

Signature

Date



NONDISCLOSURE, NONCOMPETITION, NONSOLICITATION AND DEVELOPMENTS AGREEMENT

_____, 20____

In consideration and as a condition of my prospective and/or actual subcontracting relationship, or continued subcontracting relationship with American Translation Partners, Inc., a Massachusetts corporation (“ATP”), I hereby agree with ATP as follows:

1. I shall not at any time, whether during or after the termination of my subcontracting relationship with ATP, reveal to any person or entity any Confidential Information (as defined in Exhibit A hereto), except to employees or subcontractors of ATP who need to know such Confidential Information for the purposes of their employment or subcontracting, or as otherwise authorized by ATP in writing, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any Confidential Information except as may be required in the ordinary course of performing my duties as a subcontractor or consultant of ATP, nor shall I use any Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss to ATP, whether directly or indirectly.

Furthermore, I agree that during my subcontracting relationship with ATP I shall not make, use or permit to be used any ATP Documentation (as defined in Exhibit A hereto) otherwise than for the benefit of ATP. I further agree that I shall not, after the termination of my subcontracting or consultancy with ATP, use or permit others to use any such ATP Documentation, it being agreed that all ATP Documentation shall be and remain the sole and exclusive property of ATP. Immediately upon the termination of my subcontracting relationship with ATP I shall deliver all Confidential Information in my possession (regardless of format), and all copies thereof, to ATP at its main office or, at the request of ATP, certify that all such copies, including electronic copies, have been destroyed.

2. During my subcontracting relationship and for a period of twenty-four months after the date that I last performed any services for ATP, I shall not, without ATP's prior written consent, directly or indirectly, alone or as a partner, joint venturer, officer, director, employee, consultant, agent, independent contractor or stockholder of any company or business, accept or solicit contracts or work assignments for services from any of ATP's clients to whom I have been introduced by ATP, or any other person or entity to whom I have been introduced in the course of performing services for ATP in the United States or internationally.

3. During my subcontracting relationship and for a period of twenty-four months after the date that I last performed any services for ATP, I shall not, directly or indirectly, employ, subcontract or solicit, or encourage or facilitate any other company or business organization that employs me or is directly or indirectly controlled by me to employ, subcontract or solicit, any person who is employed or subcontracted by ATP at any time during the term hereof, or in any manner seek to induce any such person to leave his or her employment or subcontracting with ATP.

4. During my subcontracting relationship and for a period of twenty-four months after the date that I last performed any services for ATP, I shall not solicit, do business with or accept business from, directly or indirectly, any present or past customer of ATP, or any prospective customer of ATP with whom I have had contact, in connection with any business activity that would violate any other provision of this Agreement.

5. I hereby represent that, except as I have disclosed in writing to ATP, I am not a party to, or bound by the terms of, any agreement with or obligation to any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my subcontracting relationship with ATP or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as a subcontractor of ATP does not and will not breach any agreement or obligation to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to or during my subcontracting relationship with ATP and I will not disclose to ATP or induce ATP to use any confidential or proprietary information or material belonging to any previous employer or others.

6. If at any time or times during my subcontracting relationship with ATP, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined in Exhibit A hereto) that (a) relates to the business of ATP or any customer of or supplier to ATP or any of the products or services being developed, manufactured or sold by ATP or which may be used in relation therewith; or (b) results from tasks assigned to me by ATP; or (c) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by ATP, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute property of ATP and its assigns, as works made for hire or otherwise. I shall promptly disclose to ATP (or any persons designated by it) each such Development. I hereby assign all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) I may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to ATP and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to ATP.

7. Excluded from this Agreement are my developments that I cannot assign to ATP because of a prior agreement with _____ which is effective until _____. (Give name and date or write “none”).

8. I shall, during my subcontracting relationship with ATP and at any time thereafter, at the request and cost of ATP, promptly sign, execute, make and do all such deeds, documents, acts and things as ATP and its duly authorized officers may reasonably require:

- (a) to apply for, obtain, register and vest in the name of ATP alone (unless ATP otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world relating to a Development and when so obtained or vested to renew and restore the same; and
- (b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceeding, petition or application for revocation of any such patent, copyright, trademark or other analogous protection.



EXHIBIT A

DEFINITIONS

The term "Agreement" shall mean this **Nondisclosure, Noncompetition, Nonsolicitation and Developments Agreement**.

The term "ATP" shall include American Translation Partners, Inc. and any of its subsidiaries, divisions, or affiliates. ATP shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

The term "ATP Documentation" shall mean translation process, tracking and comments instructions, transcript templates and instructions, code of ethics, applications, rate agreements, interpreter request forms, compensation agreements, contracts, emergency contact forms, subcontractor terms, tape metrics worksheets, sales pipeline, FileMaker Database, Netscape/Internet Explorer Address book, confirmations, file naming conventions, certifications, website, freelance submission guidelines, linguist reference questionnaire, project cover sheets, translation query log, evaluation forms, business cards, Interpreter/ employee hand-books, rate schedules, notes, memoranda, pay schedule, reports, lists, records, drawings, sketches, specifications, software programs, data, forms, documentation or other materials of any nature and in any form, whether written, printed, or in digital format or otherwise, relating to any matter within the scope of the business of ATP or concerning any of its dealings or affairs.

The term "Confidential Information" shall mean any information concerning the organization, business or finances of ATP or of any third party which ATP is under an obligation to keep confidential that is maintained by ATP as confidential. Such Confidential Information shall include, but is not limited to, ATP Documentation, trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, contacts, customer lists, consultant lists, digital templates, projects, plans and proposals. Confidential Information does not include information in the public domain through no wrongful act of the recipient.

The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection).

Signature

Date

Print Name





SUB-CONTRACTOR'S TERMS AND CONDITIONS

Please review the following details carefully and contact American Translation Partners if you have any questions, we will be happy to assist you.

1. You are being hired on a freelance basis, you are considered as a freelance linguist, not an employee. Such an agreement is handled as follows:
 - a. When American Translation Partners, Inc. (hereinafter ATP) desires to utilize your services, ATP shall contact you to discuss the possibility of the proposed assignment or project.
 - b. The following points must be considered before you accept the purchase order: (i) your ability to comprehend the material and perform the work with required expertise; (ii) your ability to meet ATP's requirements and deadlines; (iii) and the payment rate.
 - c. In the event that a mutual agreement is reached, you shall proceed with the assignment as instructed.
 - d. ATP cannot accept your substitutes if you are unavailable for any accepted assignment or project. If you have a time conflict, which prevents you from performing the assignment or project as agreed, contact our office immediately.
 - e. ATP's obligation to reimburse you for assignment performed is contingent upon your satisfactory performance. ATP follows a bi-weekly pay schedule. All Invoices received within the pay period will be mailed to you according to the established pay schedule (attached).
 - f. There are no tax deductions from your pay. You are responsible for reporting the income offset by all your associated expenses to the Government. We are required to report to the IRS all payments to individuals that exceed \$600 for the year.
 - g. As a freelance linguist, you are not eligible under any circumstances for health insurance benefits, retirement benefits, unemployment benefits, or any other benefit whatsoever from or through ATP.
2. Confidentiality must be observed at all times with respects to information about ATP and any client's identity.
3. All aspects regarding assignments and projects subcontracted by ATP are confidential and must not be revealed to any third parties.
4. Review all assignments and projects upon receipt and contact us immediately if you foresee any difficulties in meeting our requirements.
5. Be sure to inform ATP of any change in your contact information and availability. If at any time you have questions or problems concerning any accepted assignment, please do not hesitate to contact our office at 508.823.8892 during office hours or via cellular phone at 617.851.6292 after or before normal business hours. The office hours are Monday to Friday, 8:30 am to 5:30 pm EST.
6. All subcontractors are responsible for their own professional liability insurance and motor vehicle insurance. ATP expressly states, and subcontractors hereby agree that ATP will not provide motor vehicle or liability insurance for subcontractors while contracted by ATP. ATP further states they will not be held liable for any injuries inflicted upon or sustained by subcontractors while under contract with ATP.

Sign and date the Contractor's Terms and Conditions, then return the document via postal mail to ATP.

Signature

Date

Print Name



LINGUIST'S CODE OF ETHICS & CONDUCT

Linguists performing services for American Translation Partners, Inc. shall limit themselves to translating or interpreting. While performing their professional duties, the Linguists shall not give advice, express personal opinions, or engage in any other activity that may be construed to constitute a service other than translating or interpreting. ATP's Linguists shall comply fully with this Code of Ethics & Conduct.

CONFIDENTIALITY

ATP's Linguists shall respect all confidences received in the course of translation or interpretation. All information attained by the Linguist in the course of their professional duties shall remain strictly confidential. This information shall not be communicated, published or in any way divulged to any organizations, or persons, other than the organizations or persons engaging the services of the Linguist. Any materials attained by the Linguist in the course of their professional duties shall be provided (via email, fax, postal mail or hand delivered) to ATP's Coordinators or Project Managers (including but not limited to: business cards, folders, forms, RFQs, etc.).

ACCURACY & COMPLETENESS

ATP's Linguists shall render, to the best of his/her ability, a complete and accurate translation or interpretation without altering or omitting anything that is communicated. Linguist shall not add to what is written or said nor provide unsolicited explanation.

IMPARTIALITY

ATP's Linguists shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. He/she shall not allow personal opinions to interfere with his/her duties nor add unsolicited comments or make recommendations except to assist communication.

CONFLICT OF INTEREST

ATP's Linguists shall disclose any real or perceived conflict of interest. He/she shall not take personal advantage, financial or otherwise, of information obtained in the course of his/her work.

DISQUALIFICATION & IMPEDIMENTS

ATP's Linguists shall, at all times, evaluate his/her ability to maintain ATP's highest standards for professional translation or interpretation. He/she shall immediately convey any reservations about his/her ability to successfully complete the services. The Linguist shall decline any work he/she believes to be beyond his/her technical knowledge or linguistic ability.

ACCREDITATION

Linguists shall only translate or interpret for the language(s) for which they are authorized to translate or interpret by ATP and as certified by any accredited professional organizations such as American Translators Association, State or Federal Court Certification or any other institutional programs that are recognized by language professionals.

Sign and date the Linguist's Code of Ethics & Conduct, then return the document via postal mail to ATP.

Signature

Date

Print Name

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 (as reported on your income tax return)	
	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 ▶	
	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. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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 3. 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 3.

Social security number
+

or

Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 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 4.)

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 obtain 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.

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

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

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.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). 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 4 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 below 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.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



ACKNOWLEDGMENT OF UNDERSTANDING

I have read the Summary of the HIPAA Privacy Rule and understand the policies and procedures detailed in the HIPAA Privacy Rule. Should I have any questions, or need clarification on any information contained in the HIPAA Privacy Rule, I will contact my immediate supervisor for answers.

I agree to abide by the HIPAA Privacy Rule policies and procedures, as well as any future policies, practices and regulations that may be put into effect during the term of my service.

I agree to administer all HIPAA Privacy Rule policies and procedures in the HIPAA Privacy Rule consistently and fairly.

Signature

Date

Print Name



ACKNOWLEDGMENT OF INVOICING AND PAYMENT POLICIES

All invoices must be submitted to ATP within 24-48 hours after completion of the project or assignment. Late submissions of invoices may result in no payment or minimum payment only based on SOW. You may submit your invoices by postal mail, email or fax, please follow the instructions below before sending your invoices.

Postal mail:

Attn: Accounts Payable
American Translation Partners
175 Paramount Drive
Raynham, MA 02767

Email:

The project manager or interpreter coordinator should receive your invoice directly unless you are requested to send the invoice to our accounting department directly, which would be invoices@americantranslationpartners.com or a specific POC.

Fax:

508.823.8854

These policies were created to ensure that we uphold and maintain an expeditious payroll cycle for all of our linguists. It is our goal to pay for work in a punctual manner just as we expect punctual delivery of translations and punctual arrival to interpretation assignments.

Your invoices cannot be processed until we have received your signed paperwork (freelance application) via postal mail as well as the responses to the enumerated email questions.

File naming conventions for sending invoices via email attachment:

1. Use all lower case letters;
2. Do not use any MACROS, your file will not be opened and it will be deleted as MACROS have the potential to carry computer viruses;
3. No spaces or special characters in the file name, avoid using: "!, @, \$, #, (, {, [, ', %, ^, &, *, .";
4. No more than 31 characters total - abbreviate file names so you don't exceed the character limits.
5. Do not use periods, "." in the file name other than before the file tag;
6. Use a three (3) letter prefix for your target language - "spa" "fre" "por" etc.; followed by an underscore, "_" and another prefix "inv" = invoice; followed by an underscore, "_"; then insert the ATP PO#; followed by another underscore, "_" and your first and last name initials in lower case letters with the appropriate file suffix identifying the file type (see below).

EXAMPLE = *eng_inv_A65432_jh.doc*

Properly named files helps the project managers and interpreter coordinators record the details for payment processing and store the files consistently for easier retrieval.

FILE TAGS

Microsoft Word Document (DOC), use the file tag = .doc

Microsoft Rich Text Format Document (RTF), use the file tag = .rtf

Adobe Acrobat Document (PDF), use the file tag = .pdf

Microsoft Excel Document (XLS), use the file tag = .xls

*Do not use any MACROS, your file will not be opened and it will be deleted as MACROS have the potential to carry computer viruses.

Please format the file for 8.5" X 11" paper so it can be printed easily on one page. Landscape or portrait format is okay.

Follow these conventions and we will know that an attachment is a invoice for a certain project from you.

The naming conventions also help us to track invoices in case there is ever a question about payment. Files named improperly and invoices missing information will not be easy to submit to accounting and delay the process for paying invoices.

Invoice Content:

1. Your first and last name and billing address for payment;
2. Job Order number as well as the Project Name;
3. Role 1, 2 or any other designation of linguistic services you are providing (draft translation, linguistic review, DTP etc.);
4. Rate per word, rate per hour, etc.;
5. Volume of words, number of hours;
6. Delivery date (optional invoice date);
7. If you are asking us to withhold a balance please state that on each invoice;
8. If you are requesting payment via monthly EFT, state that as the preferred method of payment and include the required details.
9. If you want to pick up your check in person you need to let us know the Wednesday of the week of payment (delivered via postal mail on Friday AM pickup).

OTHER IMPORTANT DETAILS:

1. Invoices must be received within 24-48 hours of project completion. That way we can make sure everything is accurate when we bill our client and you won't forget the SOW and agreed rates. Many of our clients have strict guidelines and will not accept invoices from us that are not submitted in a timely manner. Even if you ask us to accrue a balance for you invoices MUST be submitted promptly upon assignment completion. Late submissions may result in no payment!

2. Each invoice must get the Project Manager's or Interpreter Coordinator's signature and approval before submission to accounting for payment. We're on a bi-monthly pay cycle for check runs and copies of our payment schedule can be obtained upon request. You will also find a copy of the payment schedule in PDF format within our standard paperwork.

3. Invoices should be submitted directly to the Project Manager or Interpreter Coordinator unless instructed otherwise. Invoices are submitted by the Project Managers and Interpreter Coordinators to accounting when the project is complete and all invoices have been received.

4. Keep the invoices exact - don't round up or down, that way there is no question about the numbers matching up with the Project Manager's or Interpreter Coordinator's report.

5. The final price for translation projects will be based upon the source file word count in the MS Word DOC file, unless specified otherwise.

6. Our standard payment method is by check via postal mail.

7. You may request in writing that your balances be withheld until they accrue to a certain amount. Make sure that this is stated on each of your invoices submitted. Balances for payment are sent at the end of the fiscal year no matter the amount withheld so we can clear our accounting books.

8. We do not pay for the cost of wire transfers and if this is the agreed method of payment, there will be only one payment day per month for EFT's (Electronic Funds Transfer).

9. We offer optional payment through PayPal. We do not pay for the cost of fees associated with either of these additional payment options.

10. We are working on a couple other payment methods to reduce transmission fees to various countries - any suggestions or recommendations are welcome.

11. Special note for Interpreters: when you are engaged to work on a two or a three-hour minimum basis. This may include interpreting for more than one client within the time frame. If there is any conflict of time in your schedule that does not allow you to stay the entire duration of the minimum basis, you should advise ATP before accepting the assignment

I have read ACKNOWLEDGMENT OF INVOICING AND PAYMENT POLICIES and understand the policies and procedures details. Should I have any questions, or need clarification on any information contained in ACKNOWLEDGMENT OF INVOICING AND PAYMENT POLICIES, I will contact my immediate supervisor for answers.

Signature

Date

Print Name



MEMO

To: Freelance Linguists
From: Denise D'Amaddio
Email: denise@americantranslationpartners.com
Re: Payment Schedule for the Year 2009
Date: December 19, 2008

invoice due dates	payment dates
Wed., Dec. 31, 2008	Fri., Jan. 09, 2009
Wed., Jan. 14, 2009	Fri., Jan. 23, 2009
Wed., Jan. 28, 2009	Fri., Feb. 06, 2009
Wed., Feb. 11, 2009	Fri., Feb. 20, 2009
Wed., Feb. 25, 2009	Fri., Mar. 06, 2009
Wed., Mar. 11, 2009	Fri., Mar. 20, 2009
Wed., Mar. 25, 2009	Fri., Apr. 03, 2009
Wed., Apr. 08, 2009	Fri., Apr. 17, 2009
Wed., Apr. 22, 2009	Fri., May. 01, 2009
Wed., May. 06, 2009	Fri., May. 15, 2009
Wed., May. 20, 2009	Fri., May. 29, 2009
Wed., Jun. 03, 2009	Fri., Jun. 12, 2009
Wed., Jun. 17, 2009	Fri., Jun. 26, 2009
Wed., Jul. 01, 2009	Fri., Jul. 10, 2009
Wed., Jul. 15, 2009	Fri., Jul. 24, 2009
Wed., Jul. 29, 2009	Fri., Aug. 07, 2009
Wed., Aug. 12, 2009	Fri., Aug. 21, 2009
Wed., Aug. 26, 2009	Fri., Sep. 04, 2009
Wed., Sep. 09, 2009	Fri., Sep. 18, 2009
Wed., Sep. 23, 2009	Fri., Oct. 02, 2009
Wed., Oct. 07, 2009	Fri., Oct. 16, 2009
Wed., Oct. 21, 2009	Fri., Oct. 30, 2009
Wed., Nov. 04, 2009	Fri., Nov. 13, 2009
Wed., Nov. 18, 2009	Fri., Nov. 27, 2009
Wed., Dec. 02, 2009	Fri., Dec. 11, 2009
Wed., Dec. 16, 2009	Fri., Dec. 24, 2009

INVOICE

Name of Linguist:

Address:

Phone:

ATP PO No.:

Assignment Date:

Time In:

Time Out:

Assignment Type:

Assignment Name:

Assignment Location:

Assignment Contact:

Company:

Comments:

Interpreting fee:

TOTAL:



CHANGE OF CONTACT INFORMATION

Date: _____

Please Print

Name: _____ **SSN:** _____
first middle last

Please change **Name** **Address** **Phone/email** **Other**

OLD Contact information

Name: _____
first middle last

Address: _____
street city state zip code

Website: _____ **Email:** _____

Home Phone: _____ **Fax:** _____

Work Phone: _____ **Pager:** _____

Cellular Phone: _____ **Other Phone:** _____

NEW Contact information

Name: _____
first middle last

Address: _____
street city state zip code

Website: _____ **Email:** _____

Home Phone: _____ **Fax:** _____

Work Phone: _____ **Pager:** _____

Cellular Phone: _____ **Other:** _____

Other changes or comments

Signature Date

Print Name

CHECK LIST

Before returning the completed paperwork to ATP, please check the following list:

- Application for Freelance Linguists
- Nondisclosure, Noncompetition, Nonsolicitation and Developments Agreement
- Sub-Contractor's Terms and Conditions
- Linguist's Code of Ethics and Conduct
- Rates Agreement (only applicable if requested)
- W-9 Form (for US tax payers only)
- Emergency Contact
- HIPAA Acknowledgement (for Medical interpreters only)
- Acknowledgment of Invoicing and Payment Policies
- Resume
- Photocopy of Certifications of Training
- Photocopy of Valid Passport or Driver's License
- Photocopy of Social Security Card
- Others:

Thank you for your collaboration with American Translation Partners!

