***Welcome to Stillman Translations preliminary onboarding assessment!***

*This assessment has 5 sections. Make sure to follow the instructions and complete all the information needed.*

*The goal of this request is to analyze your performance and your potential.*

*Breath in and out, and do your best. Hope we can count on you soon!*

**SECTION 1. INSTRUCTIONS**

Below you will find a special instruction for section 3:

\*Please make sure target text mirrors source format.

\*Normalize spaces.

**SECTION 2. GLOSSARY**

*In this section, you are required to complete this task:*

*\*Extract four terms (cells 1 to 4) from the text in Section 3 that you consider are worth being in the glossary.*

|  |  |  |
| --- | --- | --- |
|  | **Source** | **Target** |
| 1 | Editorial | Publisher |
| 2 | Prestación de los servicios | Provision of services |
| 3 | Derechos patrimoniales | Economic rights |
| 4 | Plazo de los Derechos | Period of Rights |

**SECTION 3. TRANSLATION**

Please, add your sample translation below (between 300-500 words). Bear in mind this should be the best sample of your work!

|  |  |
| --- | --- |
| **Source** | **Target** |
| CLÁUSULAS   **PRIMERA.- OBJETO.-** El objeto del presente contrato consiste, por una parte en la prestación de los servicios del Autor a favor y por encargo de la Editorial para realizar y entregar una obra con nombre definitivo o provisional “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (la “obra”), bajo los términos y condiciones que se pactan en el presente Contrato; y por la otra, la transferencia o cesión total, exclusiva, absoluta e irrevocable de todos y cada uno de los derechos patrimoniales durante el término que se señala más adelante, que en su carácter de escritor y/o autor le correspondan sobre la obra objeto del presente instrumento y cualquiera de sus elementos y materiales generados en favor de la Editorial.  **SEGUNDA. – CARACTERÍSTICAS Y ENTREGA DE LA OBRA**. - La obra objeto del presente Contrato deberá cumplir con lo siguiente:   1. La obra deberá ser completamente original. 2. La obra deberá violar ningún derecho de tercero, tales como: derechos de propiedad intelectual, *copyright*, derechos de marca, derechos de imagen, vida privada, reputación, daño moral y honor; ni contener insultos, calumnias o desprestigio de alguna persona viva o muerta, entre otros. 3. El Autor deberá contar con los derechos necesarios para usar cualquier componente de la obra que no le sean propios o de los cuales el Autor no posea los derechos. 4. El Autor deberá cumplir con las características siguientes de la obra que consistan en:   [\*género, número de capítulos o episodios acordados de tantos caracteres]   1. La obra deberá ser entregada en forma de archivo electrónico en formato Word, Times New Roman 12, interlineado 1.5, mediante su envío al correo electrónico \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ en las fechas siguientes:   [\*incluir plazos de entrega, 1er capítulo el día \_\_\_\_\_\_\_\_, 2do capítulo 15 días después, etc.]   1. El Autor deberá entregar una sinopsis o resumen de la obra a la Editorial con las características que le indique la misma dentro de un plazo de 5 (cinco) días naturales a que se lo requiera. 2. El Autor deberá cumplir con las observaciones, adiciones o modificaciones que señale la Editorial, debiendo ser elaboradas en un término de 10 (diez) días naturales a partir de la fecha de requerimiento de las mismas.   **TERCERA.-DERECHOS PATRIMONIALES.-** Las partes acuerdan que una vez concluido y entregado el producto de la prestación de servicios a que se refiere la cláusula primera, corresponderá a la Editorial, de manera irrevocable, los derechos patrimoniales de autor y de forma exclusiva durante un periodo de [5 (cinco) / 15 (quince) años] (“Plazo de los Derechos”) en cualquier parte del mundo; entendiéndose que los derechos patrimoniales incluirán todas las modalidades de explotación conocidas o por conocerse. Si durante la vigencia establecida en el texto que antecede, el Autor recibe una oferta firme por parte de un tercero para la explotación de la obra, el Autor deberá notificarle por escrito a la Editorial dicha oferta, para que ambas Partes de común acuerdo y buena fe, establezcan los términos y condiciones para la aceptación de dicha oferta. | **CLAUSES**  **FIRST.- SUBJECT MATTER.-** The subject matter of this agreement consists, on the one hand, of the provision of services from the Author in favor of and on behalf of the Publisher to produce and deliver a work with the definitive or provisional name “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (the "work"), under the agreed upon terms and conditions in this Agreement; and on the other hand, the complete, exclusive, absolute and irrevocable transfer or assignment of each and every economic right during the term indicated below, which as a writer and/or author corresponds to them about the work covered by this instrument and any of its elements and materials generated in favor of the Publisher.  **SECOND. – CHARACTERISTICS AND DELIVERY OF THE WORK**. - The work covered by this Agreement must comply with the following:  a) The work must be completely original.  b) The work must not violate any third party right, such as: intellectual property rights, *copyright*, trademark, image, private life, reputation, moral damage and honor; or contain insults, slander or smear the reputation of any living or deceased person, among others.  c) The Author must have the necessary rights to use any component of the work that is not their own or for which they do not own the rights.  d) The Author must comply with the following characteristics of the work which consist of:  [\*genre, agreed number of chapters or episodes of such character]  e) The work must be delivered as an electronic file in Word format, with Times New Roman 12 font and font size, 1.5 spacing, by sending it to the email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the following dates: [\*include delivery deadlines, 1st chapter on day \_\_\_\_\_\_\_\_, 2nd chapter 15 days later, etc.]  f) The Author must deliver a synopsis or summary of the work to the Publisher with the indicated characteristics within a period of 5 (five) calendar days as required.  g) The Author must comply with the observations, additions or modifications made by the Publisher, and prepare them within a period of 10 (ten) calendar days from the date they are required to do so.  **THIRD.- ECONOMIC RIGHTS.**- The parties agree that once the product of the service provision, referred to in the first clause, has been concluded and delivered, the economic rights of the Author will irrevocably and exclusively belong to the Publisher for a period of [5 (five) / 15 (fifteen) years] (“Period of Rights”) in any part of the world; understanding that the economic rights will include all known or unknown forms of exploitation. If the Author receives a firm offer from a third party for the exploitation of the work during the term set forth in the foregoing text, the Author must notify the Publisher in writing of said offer, so that both parties establish the terms and conditions for accepting said offer in good faith and by mutual agreement. |
|  |  |

**SECTION 4. QUESTIONS AND COMMENTS**

We also need to check your capacity to spot potential issues beforehand.

In the table below, please list your questions and comments in relation with this test:

1. Challenging sections from the source text or sections you are unsure of should be copied or inserted into the **Source Text** column.

2. Write your translation in the **Target Text** column.

3. Doubts and comments should be written in English.

|  |  |  |
| --- | --- | --- |
| Source Text | Target Text | Question / Comment  (in English) |
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**SECTION 5. REFERENCES**

In the table below, please list the reference material you have consulted to carry out this test.

1. Please introduce the **Reference source** (including publisher and full title as appropriate) in the first column.
2. Specify if your reference source is general or specific. If specific, clarify which term or section the reference covers.

|  |  |
| --- | --- |
| Reference Source | General / Specific (Term) |
| In this particular sample, I had knowledge of the terminology and did not have to consult an outside reference source. |  |
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Thanks!