

**THE METHODS AND STRATEGIES USED IN TRANSLATING
AGREEMENT LETTERS IN MAINKATA TRANSLATION STUDIO**

A FINAL REPORT



by

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I, Hayuning Sekar Damarratri (151811813012), hereby declare that the final report I wrote does not contain or parts of the works of other people, except those cited in the quotation and the references, as a scientific paper should.

Sidoarjo, June 16th 2021



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THE METHODS AND STRATEGIES USED IN TRANSLATING AGREEMENT LETTERS IN MAINKATA TRANSLATION STUDIO

A FINAL REPORT

Presented in partial fulfillment of the requirement for the Diploma Degree in
English Language

Department of Business, Faculty of Vocational Studies
Universitas Airlangga

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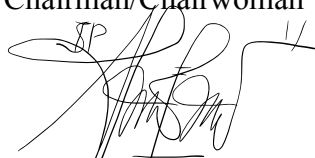
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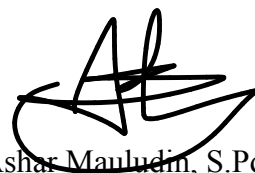
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The writer

ABSTRACT

Translating agreement letters is a quite challenging work for translators. Agreement letters are part of legal texts that have complex and ambiguous language style. It means that they cannot be easily understood by people or target readers who read them. This problem motivated the writer to figure out how to properly translate agreement letters in order to simplify the language style to make them less ambiguous and to ease the target readers while read and understand them. Two agreement letters used for this report had been analysed by various theory obtained from several sources. Based on the analysis, a method and some strategies were found. They were faithful method and eight strategies, including transference, naturalization, descriptive equivalent, synonym, through-translation, transposition, paraphrase, and couplet. The analysis disclosed that such method and strategies could be used to translate agreement letters based on the objectives mentioned.

Keywords: translation, translation method, translation strategies, agreement letters, legal text

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CHAPTER 1

INTRODUCTION

1.1. Background of the Report

Currently, there are a lot of Indonesian companies cooperating with other companies. The cooperation generally aims to improve the companies' quality and expand their business areas. However, in this modern era that relies on technology, those companies do not only involve the domestic companies, but they have also started to call for foreign companies.

In conducting the cooperation, they surely do not only require direct meetings between the parties, but also written documents and letters, such as agreement letters. Siregar (2017) stated that the written letters can help the cooperation to be more planned, permanent, and binding on the relevant parties. Kay (as cited on Siregar, 2017) also revealed that those letters are the types of legal text which are usually written in a very functional and formal way, such as any legal texts in general, and aim to place information based on what is written in the text to the relevant parties.

Unfortunately, almost every country has a different language. It becomes the biggest obstacle in conducting cooperation between countries and setting down the agreement letters. In fact, the agreement letters must be understood and implemented by the parties from different countries included in the cooperation. In this case, translation is the most effective way to solve the problem of language

differences among countries. The role of translation is very important to exchange any information among countries.

According to Newmark (1988), translation is the process of changing the language of a text into another language without altering the meaning of the original text. By this definition, it can be concluded that translation for agreement letter means a process of changing the original language of agreement letter into another language without altering the meaning of the original text. Translation for agreement letters is a crucial matter to be carried out to make the relevant parties completely understand the content of the agreement letters. Therefore, they will not misinterpret the context of the text. Translation for agreement letters can also help the relevant parties from different countries can effectively conduct the cooperation.

MainKata Translation Studio is one of Indonesian translation companies located in Sidoarjo, East Java. This company receives a wide variety of documents, including agreement letters, to be translated from English to Indonesia and vice versa. This company has helped numerous clients from across the region in Indonesia to translate agreement letters that bind local companies with foreign companies for cooperation purposes.

MainKata Translation Studio applies a principle to its translators to be able to produce a clear and understandable translation to the target readers in Indonesia, especially for agreement letters. The translators are responsible to overcome the difficulties occurred due to the language differences between parties

from different countries. However, the translators cannot simply translate the agreement letter from the source language to the target language. It is because agreement letters are part of legal text which has a complex language style. According to Siregar (2017), legal texts are vulnerable to different interpretations arising from different parties who are read them. Siregar also stated that the legal texts can be very ambiguous, even the members of legal professions are aware of this problem. Therefore, the writer wanted to write a report about "The Methods and Strategies Used in Translating Agreement Letters in MainKata Translation Studio".

1.2. Statements of the Problems

The problems of this report are as follows:

- a. What translation methods were used in translating agreement letters?
- b. What translation strategies were used in translating agreement letters?

1.3. Limitation of the Report

The limitations that the writer encountered are as follows:

- a. Access to data. The writer could not gather all the data that the writer wanted for this report. It was because the writer could not access the data by herself. The writer could only request for the data she required for this report to the supervisor or his staff.

- b. Lack of time. The writer had limited number of data to be included in this report. It was because the writer did the internship for only 1.5 months and it was not long enough to collect more data.
- c. Data collection. The writer could only include two data in this report since her supervisor only allowed her to used two data. It was because the data were confidential documents, which there were the names and addresses of the clients, institutions, and organization covered in the data that could not be widely spread.
- d. Method. The writer only conducted an observation during the internship. The writer did not conduct some interviews since the writer usually received the data directly from her supervisor and the staff. The writer only needed to record and summarize the data that should be included in this report. The writer also consulted with the supervisor regarding the results of the writer's translation during the internship.

1.4. Objectives of the Report

The objectives of this report are as follows:

- a. To discover the translation methods used in translating agreement letters.
- b. To discover the translation strategies used in translating agreement letters.

1.5. Significance of the Report

1.5.1. For the writer

This final report is expected to be beneficial for the writer in:

- a. Gaining more knowledge and ability in translating legal documents, especially agreement letters, from English (source language) to Indonesian (target language).
- b. Applying the translation courses properly during the internship.
- c. Gaining new experiences and knowledge in a real work field that the writer had never obtained during lectures.

1.5.2. For English Diploma Program

This final report is expected to be beneficial for English Diploma program in:

- a. Building a positive relationship between English Diploma Program and the company where the writer did her internship, MainKata Translation Studio.
- b. Helping other students in gaining knowledge and ability about how to translate legal documents, such as agreement letters.
- c. Helping other students who want to do their internship in a translation company to be more prepared.

1.5.3. For MainKata Translation Studio

This final report is expected to be beneficial for MainKata Translation Studio in:

- a. Managing the translation quality of various kinds of legal documents in MainKata Translation Studio.

- b. Introducing MainKata Translation Studio as a reference for internship or work for other students in English Diploma Program.
- c. Using this report as a guide for translating legal documents, especially agreement letters, from English to Indonesian in the future.

1.5.4. For other interns

This final report is expected to be beneficial for other interns in:

- a. Gaining more knowledge and ability in applying translation methods and strategies to translate legal documents.
- b. Getting an overview of the process of translating legal documents.
- c. Using this report as a guide for translating legal documents from English to Indonesian.

CHAPTER 2

REVIEW OF RELATED LITERATURE

2.1. Translation Methods

Newmark (1988) had classified the translation methods into two. The first classification is emphasized on the source language (SL), which consists of *word-for-word translation*, *literal translation*, *faithful translation*, and *semantic translation*. The second classification is emphasized on the target language (TL), which consists of *adaptation*, *free translation*, *idiomatic translation*, and *communicative translation*.

2.1.1. Word-for-word Translation

This method is closely tied to the word order of the source language without adjusting the grammatical structure of the target language. Soemarno and Nababan (as cited in Hartono, 2020) provided some examples of this method as follows:

- a. ST: Look, little guy, you-all shouldn't be doing that.

TT: *Lihat, kecil anak, kamu semua harus tidak melakukan ini.*

- b. ST: I like that clever student.

TT: *Saya menyukai itu pintar anak.*

It can be seen from the examples above, the sentences was practically translated by word-for-word. The translation obtained from this method still sounds stiff and

unnatural since this method cannot change and adapt the sentence structure from the source language into the target language.

2.1.2. Literal Translation

This method is quite similar as the previous method. However, this method adapts more to the grammatical structure of the target language. Therefore, even though the translation still sounds unnatural, its grammatical structure matches with the target language. Here are the examples derived from Hartono (2020):

- a. ST: Sooner or later the situation will change.

TT: *Lebih cepat atau lambat situasinya akan berubah.*

- b. ST: It's raining cats and dogs.

TT: *Hujan kucing dan anjing.*

It can be seen that both sentences were translated using literal method. The target text still sounds unnatural. However, the translated sentence in the first example still sounds reasonable and its meaning can be immediately understood by target readers. Meanwhile, the second example did not provide those results. It is because the sentence from the second example is only translated literally without finding out what it actually means. Therefore, it can be concluded that this method cannot be used in any kinds of text.

2.1.3. Faithful Translation

Faithful method is intended to accurately reproduce the contextual meaning of the original text within the constraints of the target language's grammatical structure.

This translation method sticks to the intent and purpose of the source language, so that the translation sometimes sounds stiff. For example:

a. ST : He is a broker in the stock exchange.

TT : *Dia seorang pialang di bursa efek.*

b. ST : The local government closed a bonded zone.

TT : *Pemerintah daerah sudah menutup sebuah kawasan berikat.*

According to Hartono (2020), the focus of the two examples above is the translation of the underlined words. It can be seen from those two examples that the word *broker* is translated into *pialang* and the phrase *bonded zone* is translated as *kawasan berikat*. In fact, the words *pialang* and *kawasan berikat* are not commonly used by people who speak the target language. However, the translator still tries to be faithful to keep translating those words according to their context and meaning to help the target readers to understand the sentence easier.

2.1.4.Semantic Translation

Semantic method is more flexible than three methods above. This method considers the aesthetic elements of the source language by compromising the meaning as long as it is still within the limits of reasonableness. Here is an example modified from Hartono (2020):

a. ST: She is a bookworm.

TT: *Gadis itu suka sekali membaca buku.*

It can be seen from the example above that the word *bookworm* is translated as *suka sekali membaca buku*. It is because the translator wants to make the sentence

in the target language more flexible and can be easily understood by the target readers. In fact, the word *bookworm* already has *kutu buku* as its equivalent in Indonesian.

2.1.5. Adaptation

This method is the freest translation method and has the most fixated translation result to the target language. There is a cultural transition adapted from the source language to the target language. Hoed (as cited in Hartono, 2020), This method tries to maintain the cultural elements in the source language by adapting it to the cultural elements in the target language. It makes the translation obtained from this method sounds more natural. For example, the fox (*rubah*) character in fables can be translated to mouse deer (*kancil*) in order to adapt the character to the local figures.

2.1.6. Free Translation

This method prioritizes the content of the text rather than focused in the source language. The translation obtained from this method is in a paraphrase form that is longer than the original form. Therefore, the content or message in the text can be more clearly accepted by the target readers. Here is the example from Soemarno (as cited in Hartono, 2020):

a. ST: The flowers in the garden.

TT: *Bunga-bunga yang tumbuh di kebun.*

Based on the example above, it can be seen that the translator added a phrase to the sentence in the target language. In fact, the translator could only write *bunga-*

bunga di kebun as the translation. However, in order to make the sentence to sound more natural in the target language, the translator added the phrase *yang tumbuh* to the sentence.

2.1.7. Idiomatic translation

Idiomatic method uses natural forms in the text of the target language, according to its grammatical construction and lexical choices. This method is similar as reproducing messages in the target language text with more natural and familiar expressions than the source language text. Here are the examples derived from Choliludin (as cited in Hartono, 2020):

a. ST: Excuse me, Salina!

TT: *Permisi, Salina!*

b. ST: I can relate to that.

TT: *Aku mengerti maksudnya.*

2.1.8. Communicative Translation

This method aims to translate contextual meanings in the source language text, whether in the aspect of linguistic or in the aspect of content, in order to be accepted and understood by readers. This method pays close attention to the communicative aspects of the target language readers who do not expect difficulties and ambiguities in the translated text. According to Hartono (2020), the example of the use of communicative translation is such as the expression *Awat, anjing galak*, which can be translated into *Beware of the dog* instead of *Beware of the vicious dog*.

2.2. Translation Strategies

Based on Newmark (1988), Wuryantoro (2005), Puspitasari et al. (2014), and Wardoyo (2016), it can be concluded that there are approximately 18 strategies or procedures that can be applied in translating a text. They are transference, naturalization, cultural equivalent, functional equivalent, descriptive equivalent, synonym, through-translation, shift or transposition, modulation, recognised translation, translation label, compensation, componential analysis, reduction and expansion, paraphrase, equivalence and adaptation, couplet, and notes.

2.2.1. Transference

Transference is a term used by Newmark where translators transfer some words or terms from the source language to the target language without translating them into the target language. It can also be interpreted as transliteration. Newmark considered this as a translation strategy because the words or terms in the source language constitute common words or terms among users of the target language and usually does not have the proper word equivalent in the target language. This strategy is commonly used to translate a text which has specific terms such as legal, business, or medical text. However, Newmark also said that despite using this strategy, there are many translators that still write the actual words in source language and then they translate those words or terms to the target language and place them in brackets. This aims to ease the target readers to understand what the actual meaning of the words or terms, even though they have often heard the word

or term in the source language. This strategy can also be used for proper nouns since the proper nouns usually have concrete names that cannot be translated. For example, *fly in/fly out (FIFO)* is usually still written as *fly in/fly out (FIFO)* in Indonesian since it does not have its equivalent in Indonesian.

2.2.2. Naturalization

Newmark stated that naturalization is still a part of transference, but this strategy adapts words or terms in the source language to the target language. In this case, the writing and pronunciation of the words or terms in the source language has been adapted to the target language. One of the examples of the use of this strategy derived from Wardoyo (2016) is the term *cryptographic* in English becomes *kriptografis* in Indonesian.

2.2.3. Cultural Equivalent

According to Wardoyo (2016), cultural equivalent is a strategy that aims to replace or change words or cultural expressions from the source language with the appropriate cultural words or expressions in the target language. Newmark also stated that this strategy does not provide an accurate translation. Some words or cultural expressions have particular meaning in the source language, but they have their own designation in the target language with different writing or word usage. An example derived from Wuryantoro (2005) is the word *supermarket* in English becomes *pasar swalayan* in Indonesian.

2.2.4. Functional Equivalent

Wuryantoro (2005) stated that functional equivalent is a strategy applied to words that have cultural elements by replacing or converting them into culture-free words or with new specific words or terms in target language. Newmark (1988) added that it was intended to neutralize or generalize those words in the source language. Newmark also added that this strategy is the most accurate strategy to translate a word. It is because this strategy aims to deculturate the words or terms that have cultural elements by using their function as the translation. This strategy can also be combined with the transference strategy. For example, *telemarketing* can be translated as *pemasaran melalui telepon*. Wuryantoro described that translators can combine the word *tele* and *marketing* that constitutes the connotation of the function of telephone.

2.2.5. Descriptive Equivalent

According to Newmark (1988), this strategy uses a brief description of a word or term as its equivalent or translation in the target language. Puspitasari et al. (2014) added that the implementation of this strategy is sometimes combined with functional equivalent. The function of this strategy is similar as functional equivalent, which tries to neutralize or generalize the source language words or terms by describing it. It can make the target readers to be easier to understand the sentence or text. An example of the use of this strategy derived from Wuryantoro (2005) is the term *buck passing* in English can be translated by using its description as *memindahkan masalahnya ke orang lain* in Indonesian.

2.2.6. Synonym

Newmark stated that the use of synonyms as a translation strategy is to make the words, terms, or sentence to be more meaningful, specific, and accurate. This strategy is implemented by using the synonym of a word that has the same context from the source language. This strategy is commonly used on adjectives or adverbs of quality. However, Newmark emphasized that the use of the synonym strategy should not be excessive as it will result in poor translation. For example, the word *cute* in English can be translated whether as *lucu*, *manis*, *menggemaskan*, and *mungil* in Indonesian based on the context of the sentence.

2.2.7. Through-translation

Through-translation is a strategy used to translate common collocations, organization or institution name, compound components, and phrases. This strategy is known as calque translation. However, in his book, Newmark called this strategy as through-translation. This strategy is often used to translate the names of well-known organizations or institutions, such as United Nations (UN), UNESCO, WHO, or NATO. For example, *United Nations (UN)* is translated as *Perserikatan Bangsa-Bangsa (PBB)*.

2.2.8. Transposition

This is a strategy that involves shifting or changing the grammatical form of a clause or sentence from the source language to the target language. Catford (as cited in Newmark, 1988) called this strategy as *shift*, while Vinay & Darbelnet (as cited in Newmark, 1988) called it as *transposition*. This strategy is considered

necessary if the meaning of the sentence that has been translated is not well-conveyed if it does not use this strategy. Meanwhile, it can be an option in order to improve the language style. By using this strategy, translators will change the grammatical structure of the sentences from the source language as the equivalent in the target language. Here is an example of the use of this strategy:

a. ST: You should know that module writing takes time. (active)

TT: *Perlu diketahui bahwa menulis modul itu memakan waktu.* (passive)

2.2.9. Modulation

Puspitasari et al. (2014) stated that modulation is a strategy used to translate clauses or sentences in the source language by changing their perceptions or point of view. This strategy is used when the sentences that has been translated do not sound natural. For example, the sentence *I broke my leg* in English is translated as *kakiku patah* in Indonesia. It can be seen from the example that the translated sentence has different perspective from the original sentence.

2.2.10. Recognised Translation

According to Newmark, recognised translation is a translation that has been standardized. In this case, some words, terms, or phrases in the source language already have their official translations in the target language. Indonesian translators generally use *Pedoman Pengindonesiaan Nama dan Kata Asing* to get the official translation of some words, terms, or phrases in the source language. For example, *air traffic controller (ATC)* should be translated as *pengawas lalu lintas udara*.

2.2.11. Translation Label

According to Wuryantoro (2005), label translation is considered as a temporary translation. It is generally used to translate new institutional names or terms and it is written by using quotation marks. This strategy can also be done literally.

2.2.12. Compensation

As the name implies, Newmark stated that this strategy aims to compensate the elements or words in the source language that do not have meanings, sound effects, metaphors, or pragmatic effects. For example, *a piece of* can be translated as *beberapa*, *sedikit*, or *selembar* based on the context of the sentence. Another example is the sentence *the cow is grazing* becomes *sapi itu sedang makan rumput*. In the last sentence, the word *grazing* does not have actual meaning in English and it literally means *merumput* in Indonesia. However, if it is translated literally as *merumput*, it becomes stiff and unnatural.

2.2.13. Componential Analysis

Component analysis is a strategy used when some words or terms in the source language have more specific meaning than the words or terms in the target language. In using this strategy, the translator adds several components of meaning in the relevant target language in order to get the closest meaning to the source language. The translation obtained is similar to the descriptive equivalent. However, in this strategy, the meaning components used are more specific.

2.2.14. Reduction and Expansion

Newmark said that these strategies are not really accurate to translate a word or sentence. This is because the use of these strategies is intuitive based on the translators' desires. However, when these strategies are properly applied, they can help the translation to sound more natural. Reduction, or usually known as subtraction, is a strategy that is carried out by reducing the word components in the source language. For example, *automobile* in English is translated as *mobil* in Indonesian. Meanwhile, expansion is the opposite of reduction. Expansion, or usually known as addition, is a strategy that is carried out by expanding the word components in the source language. For example, *whale* in English is translated into *ikan paus* in Indonesian. Meanwhile, in English it is only called *whale*, not *whale fish*.

2.2.15. Paraphrase

According to Newmark, this strategy is an explanation of the meaning of a text. This strategy is usually carried out by rewriting the text or sentence from the source language to the target language with different language style or structure. This strategy is used for the words or sentences that are poorly written or have no clear meaning. It is similar to the descriptive equivalent, but it provides more detailed explanation than descriptive equivalent. The purpose of using this strategy is to clarify the implicit meaning of a word or sentence from the source language.

2.2.16. Equivalence and Adaptation

Vinay & Darbelnet (as cited in Newmark, 1988) stated that this strategy is used to imply an estimation of equality. This strategy is usually applied by estimating the same situation of a sentence by using different terms. Meanwhile, adaptation is a strategy that applies equivalents to two different situations of a sentence. It means that the translator generally looks for or creates other situations in the target language that might be equivalent to the situation in the source language.

2.2.17. Couplet

Couplet is a strategy that combines two, three, or four previously mentioned strategies to translate a single word or sentence. Newmark wrote that this strategy is usually used for words, terms, or sentences that contain cultural elements. This strategy usually includes a combination of transference with functional or descriptive equivalent.

2.2.18. Notes

In his book, Newmark stated that note-taking is also a strategy that can be used to translate a word or sentence. This strategy tries to explain cultural, technical, or linguistic words or terms to ease the target readers in understanding the meaning of the word or term and the purpose of the text. These notes are usually called *footnotes*, which are placed at the bottom of the page.

2.3 Agreement Letter

As discussed in the background of this report, agreement letter is a part of legal texts that has a complex language style. According to Sriyono (as cited in Sukarno, 2015), the agreement letter itself is a legal agreement on an obligation that must be agreed between two or more parties. Taryana Soenandar (as cited in Winanto & Sehudin, 2019) stated that the agreement letter implies an act that creates a legal relationship between the involved parties and it is also an evidence of the legal act. Meanwhile, according to Article 1313 of Civil Code of Republic of Indonesia (as cited in Agustini & Elvianti, 2021), agreement letter is an act in the name of one or more people which binds the cooperation to one or more people. Therefore, it can be concluded that agreement letter is a written document that binds the parties involved in an agreement to cooperate, whether between individuals, groups, institutions or companies.

Agustini & Elvianti wrote that an agreement letter is needed to protect the parties from misunderstanding or cheating while cooperating. Since it has legal force, Sinaga, (2020) concluded that agreement letter can make all involved parties to mutually comply with the agreement that has been made.

From the description above, it is clear that the translation for the agreement letter is very important. This is in accordance with the purpose of the agreement letter itself, which will protect the involved parties from misunderstanding. Therefore, it is very important to translate the agreement letter to avoid misunderstandings from local parties who are the target readers.

CHAPTER 3

METHODOLOGY

3.1. Location and Participant

The writer conducted her internship at MainKata Translation Studio. It is a translation company located in Sidoarjo, East Java. The writer did the internship for approximately 1.5 months or for 39 days to be exact. The writer worked as a translator. As already mentioned in the background, MainKata Translation Studio accepts various documents to be translated, such as written documents or videos in any kind of fields. However, based on the writer's experience, she often received written legal documents to be translated, such as agreement letters. The writer obtained all the agreement letters directly from the supervisor and the staff to be translated into Indonesian. However, since the agreement letter is a legal text with a complex language, the writer had to produce the translation that could be easily understood by the target reader without changing the original context of the source text.

The writer normally spent no later than three days to complete a document translation. In translating texts, the writer always did researches, whether from a dictionary, glossary, website, or by doing a discussion with other translators of MainKata Translation Studio to get the proper word equivalents. Later, the writer submitted her work to the supervisor to get some feedback and corrections if any mistakes were found.

3.2. Data Collection

In carrying out the study, the writer used an instrument below:

3.2.1. Observation

The writer conducted an observation by recording various data that had to be included in this report given by the supervisor and the staff about how to analyse the meaning of a sentence, how to do a research to find the right word equivalent, and how to choose the words or terms that should be used to translate agreement letters. The writer also observed on some references about translation methods and strategies to understand the characteristics of each method and strategy, so that the writer could apply the appropriate translation methods and strategies to translate agreement letters. The writer then consulted her work to the supervisor to get some feedback and corrections. After that, the writer analysed it again with the translation methods and strategies. By doing this observation, the writer was able to properly determine the translation methods and strategies that should be used in translating agreement letters.

3.3. Data Analysis

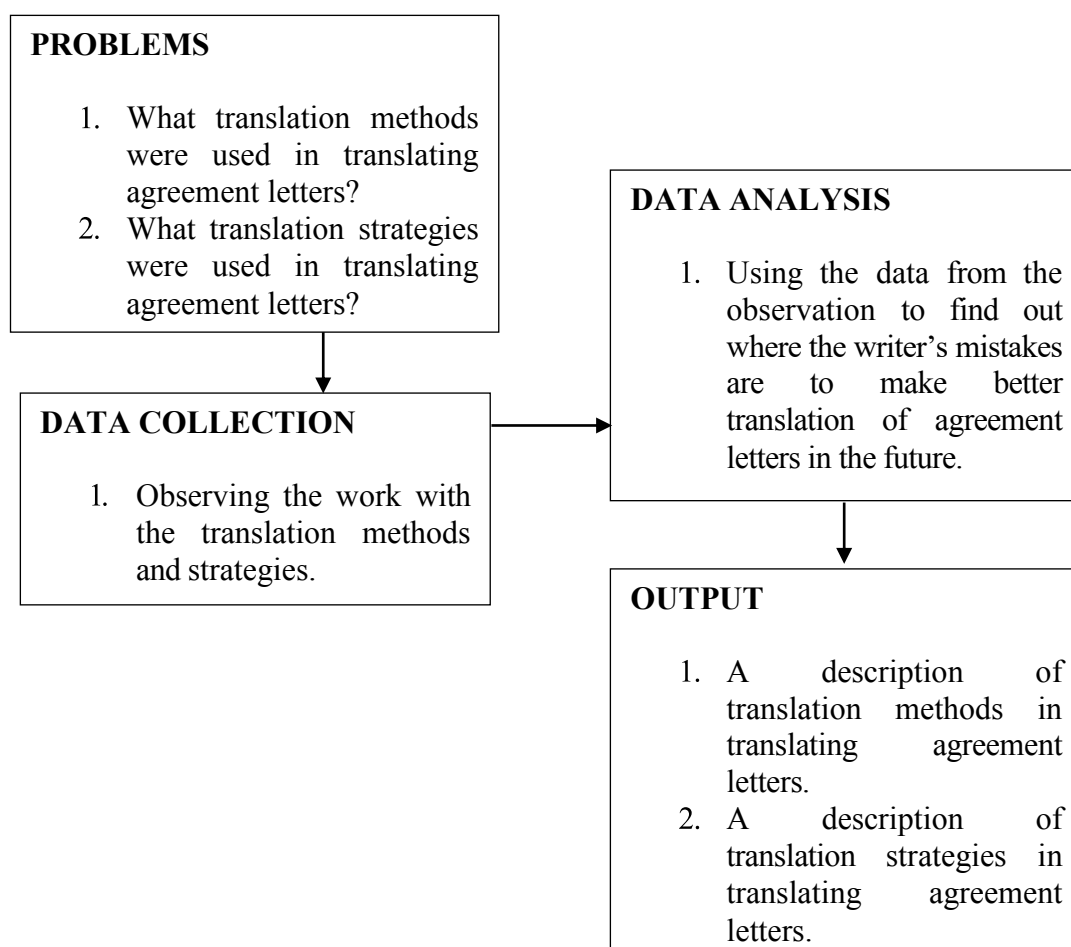
In analysing data, the writer used her documents, the recorded data and her work, to be analysed. The writer also used the feedback given from the supervisor to find out what mistakes the writer did and to revise her translation result based on it to produce better translation of agreement letters in the future. The writer also looked for references, such as book, journal, and proceedings that discuss

translation methods and strategies to find out what the appropriate translation methods and strategies to translate agreement letters.

Table 1. Triangulation of Data Collection Techniques

No.	Unit of analysis	Data collection techniques
1	The methods in translating agreement letters	1. Notes (recorded data) 2. Documents (translated agreement letters) 3. Feedback
2	The strategies in translating agreement letters	1. Notes (recorded data) 2. Documents (translated agreement letters) 3. Feedback

3.4. Framework of the Report



CHAPTER 4

RESULTS AND DISCUSSION

4.1. Description

The writer did an internship at MainKata Translation Studio, a translation company located in Sidoarjo, East Java. The writer's job was translating various documents from English to Indonesian and vice versa. During the 1.5-month internship, the writer found two problems related to the translation of agreement letters regarding the appropriate translation methods and strategies to translate agreement letters from English to Indonesian. In this chapter, the writer would like to explain the answers of those problems and include some examples in it.

4.1.1. The Method in Translating Agreement Letters

Hartono (2020) argued that translation methods are some ways that is carried out by translators to adjust the intention or purpose of translation as a whole. This means that the utilization of the methods can greatly affect the translation. Newmark (as cited in Hartono, 2020) also emphasized that the translation methods cover to whole text. From those statements, it can be concluded that the translation result of a text depends on the method used by the translator based on the intention and purpose of the translation itself so that it affects the result of the translation as a whole.

As explained in Chapter 2, Newmark (1988) stated that there are eight methods that can be used to translate text. Newmark (as cited in Hartono, 2020)

also mentioned that these eight methods are grouped into two: methods that focus on the source language (foreignization) and methods that focus on the target language (domestication). The methods included in foreignization are word-for-word, literal, faithful, and semantic. Meanwhile, the methods included in domestication are adaptation, free, idiomatic, and communicative.

Based on the writer's observation and analysis, the writer used faithful method to translate agreement letters.

Faithful Translation

No.	Source Text	Faithful Translation
1	This agreement, <u>made and entered into on</u> November 14 th 2007, by and between:	<i>Perjanjian ini, <u>dibuat pada dan berlaku sejak tanggal 14 November 2007, oleh dan antara:</u></i>
2	<u>Nothing</u> contained herein shall be <u>construed</u> to increase the Limit of Liability of this policy.	<i><u>Semua hal yang terkandung di sini dilarang ditafsirkan untuk meningkatkan Batas Tanggung Jawab dari polis ini.</u></i>
3	Now therefore, <u>in consideration of the mutual covenants herein contained</u> , it is hereby agreed as follows:	<i>Oleh karena itu, <u>dengan mempertimbangkan kesepakatan bersama yang terkandung dalam perjanjian ini, maka disetujui sebagai berikut:</u></i>
4	<u>If no Claim has been made and no circumstance has been notified prior to such cancellation</u> the Insurer shall retain 25% of the original Premium plus the pro-rata proportion due for time on risk. <u>Otherwise</u> , the Premium shall not be returned and shall be deemed fully earned at inception.	<i><u>Jika tidak ada pembuatan Klaim dan pemberitahuan keadaan sebelum pembatalan tersebut, Penanggung harus menahan 25% dari Premi asli ditambah dengan proporsi pro-rata yang jatuh tempo selama periode terakhir pembayaran Premi (time on risk). Jika terjadi hal sebaliknya, Premi tidak boleh dikembalikan dan dianggap telah diterima sepenuhnya di awal.</u></i>

5	The term territory <u>means</u> <u>Indonesia.</u>	<i>Istilah wilayah <u>merujuk pada</u> <u>negara Indonesia.</u></i>
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Table 2: Examples of faithful translation

Soehendar (as cited in Hartono, 2020) stated that faithful method tends to produce a translation that has the exact same context as the original text. The translation are made in such a way in order to be faithful to the source language. This method can help translators to maintain the original context and form of the source language. Therefore, the writer did not translate the agreement letters literally based on the original meaning of every word in the text. The writer carefully chose the appropriate words, phrase, or terms while translating the agreement letters so that the context of the entire translation matched with the original context of the source text.

It can be seen from the table above that the author did not translate the sentences literally or by word-for-word. The writer carefully carried out the process of choosing words to convey the original context of the source text. In addition, the writer also modified several phrases and clauses in the target language. Therefore, the translation of the agreement letters could be easily understood by the target reader.

In the first example, the writer translated *made and entered into on* as *dibuat pada dan berlaku sejak*. It can be seen from it that there are some words which are not available in the source text, such as *berlaku* and *sejak*. The writer applied the faithful method by modifying and adding several elements to the target text so that the original meaning and context could be well-accepted by the target readers.

In the second example, the writer translated the clause *nothing contained herein shall be construed* as *semua hal yang terkandung di sini dilarang ditafsirkan*. In this case, the writer applied faithful method by slightly changing the sentence order and maintaining the original context of the source text. It aimed to ease the target readers in understanding the meaning and purpose of the text. It can also be seen in the fourth example that the word *otherwise* was not translated as *sebaliknya*, but it became *jika terjadi hal sebaliknya*. It also aimed to ease the target readers to understand the meaning of the sentence that were still related to the previous sentence by focusing on the original context of the source text. This is in accordance with the example of the use of faithful method stated by Hartono (2020):

Source Text	Target Text
Born without arms, he was sent to special schools.	Karena dilahirkan tanpa lengan, dia bersekolah di sekolah khusus.

Table 3: Examples of faithful translation by Hartono

From the example above, there is also a word added in the target language which is not actually in the source text. The word *karena* was added in the target language to make the sentence more understandable. The clause *he was sent* was also not translated as *dia telah dikirim*, but it was translated as *dia bersekolah*. It aims to convey the original context of the source text and make the sentence easier to understand by the target readers.

The writer decided to apply this method to the whole text since it was in keeping with the writer's goals in translating the agreement letters. This method

could make the translation of the agreement letters less ambiguous, so that the target readers could easily understand the content of the agreement letters. This was also emphasized by Hartono (2020). He stated that by using the faithful method, the translator can maintain the format aspect from the source text to the target text as in the legal text. Therefore, it can be concluded that faithful method is the appropriate method to translate agreement letters.

4.1.2. The Strategies in Translating Agreement Letters

If translation method covers the text entirely, then the translation strategy has the opposite definition. Newmark (1988) said that translation strategy is also a way for translators to construe a text, but in a smaller unit of language. Translation strategy covers the words, phrases, and sentences contained in a text.

As explained in Chapter 2, there are approximately 18 strategies that can be applied in translating a text. Based on Newmark (1988), Wuryantoro (2005), Puspitasari et al. (2014), and Wardoyo (2016), those strategies are transference, naturalization, cultural equivalent, functional equivalent, descriptive equivalent, synonym, through-translation, shift or transposition, modulation, recognised translation, translation label, compensation, componential analysis, reduction and expansion, paraphrase, equivalence and adaptation, couplet, and notes.

Based on the writer's observation and analysis, the writer used eight translation strategies to translate agreement letters. They were transference, naturalization, descriptive equivalent, synonym, through-translation, transposition, paraphrase, and couplet.

1. Transference

Transference is transferring some words or terms from the source language to the target language without translating them into the target language. This strategy is commonly used to translate a text which have specific terms such as legal, business, or medical text that usually does not have the proper word equivalent in the target language. This strategy can also be used for proper nouns since they usually have concrete names that cannot be translated.

Example:

SL: This policy may be cancelled by the Insurer delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the address of the Policyholder set out in the Schedule, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of Premium), the cancellation shall be effective.

TL: *Polis ini dapat dibatalkan oleh Penanggung yang menyerahkan pemberitahuan tertulis mengenai berlakunya pembatalan secara efektif kepada Pemegang Polis melalui metode pengiriman yang sudah terdaftar, bersertifikasi, first-class mail, atau melalui metode pengiriman lainnya ke alamat yang dicantumkan oleh Pemegang Polis dalam Lampiran paling lambat tiga puluh (30) hari (sepuluh (10) hari untuk pembatalan non-pembayaran Premi) setelah pembatalan tersebut.*

It can be seen from the example above that the term *first-class mail* was not translated into the target language. This was because the term *first-class mail* did

not have any appropriate equivalents in the target language. *First-class mail* itself means the most common and affordable method of sending letters or lightweight packages. Therefore, this term was italicized and written in the source language. Here is another example of this strategy:

Source Text	Target Text
All deliveries of the products shall be made <u>FOB (Free on Board)</u> .	<i>Seluruh pengiriman produk harus dilakukan secara <u>FOB (Free on Board)</u>.</i>

Table 4: Example of transference

2. Naturalization

Naturalization is still a part of transference, but this strategy adapts words or terms in the source language to the target language. In this case, the writing and pronunciation of the words or phrases in the source language has been adapted to the target language.

Example:

SL: To the extent that another insurance policy imposes upon an Insurer a duty to defend a Claim, defence costs arising out of such Claim shall not be covered under this policy.

TL: *Sejauh polis asuransi lain membebankan kewajiban kepada Penanggung untuk membela Klaim, biaya pembelaan yang timbul dari Klaim tersebut tidak akan ditanggung dalam polis ini.*

According to the example above, the writing of the term *klaim* is similar with the original term in the source language, *claim*. It was considered to be

naturalization since its spelling or writing and pronunciation had been adjusted to the spelling or writing and pronunciation of the target language. Here are other examples of this strategy:

No.	Source Text	Target Text
1	Principal reserves the right to modify the <u>product</u> range at any time after <u>consultation</u> with Distributor.	<i>Pemilik Modal berhak mengubah rangkaian <u>produk</u> sewaktu-waktu setelah <u>berkonsultasi</u> dengan Distributor.</i>
2	The <u>Retention</u> amount is to be borne by the Company and shall remain uninsured. A single Retention shall apply to Loss arising from Claims which are considered related Claims pursuant to 5.3 “Related Claims”.	<i>Jumlah <u>Retensi</u> akan disimpan oleh Perusahaan dan tidak akan ditanggung. Retensi tunggal akan berlaku bagi Kerugian yang timbul dari Klaim sesuai dengan poin 5.3 tentang "Klaim Terkait".</i>
3	The Insured has given written <u>confirmation</u> from the previous insurer on a) above, before the inception date of this <u>Policy</u> .	<i>Tertanggung telah memberikan <u>konfirmasi</u> tertulis dari penanggung sebelumnya pada poin a) di atas, sebelum tanggal diberlakukannya <u>Polis</u> ini.</i>

Table 5: Examples of naturalization

3. Descriptive equivalent

Descriptive equivalent uses a brief description of the source language word or term as an equivalent or a translation in the target language. The implementation of descriptive equivalent strategy is sometimes combined with functional equivalent strategy. The function of this strategy is almost the same as functional equivalent, which is trying to neutralize or generalize the source language words or terms by describing it, so that it can make the target readers easily understand the sentence or text.

Example:

SL: The Insured has given written confirmation from the previous insurer on a) above, before the inception date of this Policy.

TL: *Tertanggung telah memberikan konfirmasi tertulis dari penanggung sebelumnya pada poin a) di atas, sebelum tanggal mulai diberlakukannya Polis ini.*

Based on Oxford Dictionary, the term *inception* means the start of institution, organization, or something else. According to the context of the text above, the word *inception* relates to the date when the policy commences or is made or becomes effective. This was considered to be descriptive equivalent since the writer used the term's description as its equivalent in the target language. It aimed to ease the target readers in understanding the meaning of the whole sentence. Here are other examples of this strategy:

No.	Source Text	Target Text
1	Insolvency, <u>receivership</u> or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.	<i>Insolvensi, <u>keadaan dalam pengawasan kurator</u> (receivership), atau kebangkrutan Tertanggung tidak akan membebaskan Penanggung dari kewajibannya.</i>
2	If no Claim has been made and no circumstance has been notified prior to such cancellation the Insurer shall retain 25% of the original Premium plus the pro-rata proportion due for <u>time on risk</u> .	<i>Jika tidak ada pembuatan Klaim dan pemberitahuan keadaan sebelum pembatalan tersebut, Penanggung harus menahan 25% dari Premi asli ditambah dengan proporsi pro-rata yang jatuh tempo selama <u>periode terakhir pembayaran Premi</u> (time on risk).</i>

Table 6: Example of descriptive equivalent

4. Synonym

The use of synonyms as a translation strategy is to make the words, terms, or sentence to be more meaningful, specific, and accurate. This strategy is implemented by using the words synonym that has the same context from the source language, where the words or terms in the source language may or may not have the same equivalent in the target language. This strategy is commonly used for adjectives or adverbs of quality. However, the use of this strategy should not be excessive as it will result in poor translation.

Example:

SL: This policy shall be governed by the law of the country as stated in the schedule without reference to any conflict of laws.

TL: *Polis ini harus diatur oleh hukum negara sebagaimana tercantum dalam lampiran tanpa mengacu pada konflik hukum.*

The word *stated* in the passive form literally means *dinyatakan*. *Stated* could be translated as *dinyatakan* since the word was commonly used in the target language. However, based on the context of the whole sentence, *dinyatakan* was not the right translation. It can be seen from the following words after *stated*. If they were combined, it would become “*as stated in the schedule*”. In this case, *schedule* has the same meaning as *appendix/attachment* or *lampiran* in target language. The word *stated* will be more appropriate and accurate to the context of the source text if it is translated by the synonym of *dinyatakan*. That was why the writer chose *tercantum* as the translation or equivalent of *stated*. This was

considered to be synonym since the writer used the synonym of *stated* as its equivalent in the target language. Here are other examples of this strategy:

No.	Source Text	Target Text
1	Principal reserves the right to <u>modify</u> the product range at any time after consultation with Distributor.	<i>Pemilik Modal berhak <u>mengubah</u> rangkaian produk sewaktu-waktu setelah berkonsultasi dengan Distributor.</i>
2	Distributor is interested to represent Principal and Principal is convinced that Distributor has the necessary organization to effectively <u>support</u> the registration and to import, promote, sell and distribute the product in the territory.	<i>Distributor berminat mewakili Pemilik Modal, dan Pemilik Modal yakin bahwa Distributor memiliki organisasi yang diperlukan untuk <u>memudahkan</u> pendaftaran dan mendaftarkan, mengimpor, mempromosikan, menjual, dan mendistribusikan produk di wilayah tersebut secara efektif.</i>
3	Principal should <u>provide</u> all the administration and technical dossier considered necessary for registration to Distributor.	<i>Pemilik Modal harus <u>melengkapi</u> seluruh dokumen administrasi dan teknis yang diperlukan untuk melakukan pendaftaran kepada Distributor.</i>

Table 7: Examples of synonym

5. Through-translation

Through-translation is a strategy used to translate common collocations, organization or institution name, compound components, and phrases. This strategy is known as calque translation. However, in his book, Newmark called this strategy as through-translation. This strategy is often used to translate the names of well-known organizations or institutions.

Example:

Source Text	Target Text
If the dispute remains unresolved after mediation, it shall be resolved by arbitration before the <u>Singapore International Arbitration Centre</u> (SIAC) in accordance with its prevailing rules and interpreted in accordance with the laws of the Republic of Singapore.	<i>Jika sengketa tetap tidak terselesaikan setelah mediasi, sengketa tersebut harus diselesaikan melalui arbitrase di hadapan <u>Pusat Arbitrase Internasional Singapura</u> (SIAC) sesuai dengan aturan yang berlaku dan diinterpretasikan sesuai dengan undang-undang Republik Singapura.</i>

Table 8: Example of through-translation

6. Transposition

Transposition is a translation strategy that involves shifting or changing the grammatical form of a clause or sentence from the source language to the target language. This strategy is considered necessary if the meaning of the sentence from the source language translated is not well-conveyed if it does not use this strategy. Meanwhile, it can be an option in order to improve the language style. By using this strategy, translators will change the grammatical structure of the sentences from the source language so that they become equivalent in the target language.

Example:

SL: If no Claim has been made and no circumstance has been notified prior to such cancellation the Insurer shall retain 25% of the original Premium plus the pro-rata proportion due for time on risk.

TL: Jika tidak ada pembuatan Klaim dan pemberitahuan keadaan sebelum pembatalan tersebut, Penanggung harus menahan 25% dari Premi asli ditambah dengan proporsi pro-rata yang jatuh tempo selama periode terakhir pembayaran Premi (time on risk).

The underlined clause in the source text has passive grammatical structure, which can be seen from the verb *has been made* and *has been notified* in the clause. However, the same clause in the target text has different grammatical structure from the source text. In the target text, the verb *has been notified* has been transformed into a noun. It becomes *pemberitahuan*. This strategy was carried out by the writer in order to reduce wordiness, so that the translation would look more natural and comfortable to read. It can also be seen that the verb *has been made* had been omitted in order to make the sentence sounded more natural, even though this was not relevant to this strategy. Here is another example of this strategy:

Source Text	Target Text
Distributor <u>is interested</u> to represent Principal and Principal <u>is convinced</u> that Distributor has the necessary organization to effectively support the registration and to import, promote, sell and distribute the product in the territory.	<i>Distributor berminat mewakili Pemilik Modal, dan Pemilik Modal yakin bahwa Distributor memiliki organisasi yang diperlukan untuk memudahkan pendaftaran dan mendaftarkan, mengimpor, mempromosikan, menjual, dan mendistribusikan produk di wilayah tersebut secara efektif.</i>

Table 9: Example of transposition

7. Paraphrase

Paraphrase is an explanation of the meaning of a text. This strategy is generally carried out by rewriting the clause or sentence from the source language to the target language with a different language style or structure. This strategy is used on text or sentence that is poorly written or has no clear meaning. It is slightly similar to the descriptive equivalent, but it provides more detailed explanation than descriptive equivalent. The purpose of using this strategy is to clarify the implicit meaning of a text or sentence from the source language.

Example:

Source Text	Target Text
<u>Nothing contained herein shall be construed</u> to increase the Limit of Liability of this policy.	<i><u>Semua hal yang terkandung di sini dilarang ditafsirkan</u> untuk meningkatkan Batas Tanggung Jawab dari polis ini.</i>

Table 10: Example of paraphrase

As can be seen from the example above, the underlined sentences in the source and target text have different structure and language style. However, both sentences have the same context. This strategy was used to produce a translation that is more flexible, so that it can be well-accepted by the target readers. The underlined sentence in the source language could be translated as it was without any changes in its structure or language style, for example: “*Tidak ada yang terkandung di sini harus ditafsirkan*” or “*Tidak ada hal-hal yang terkandung dalam ketentuan ini dapat ditafsirkan*”. However, the result would remain wordy and uncomfortable to read by the target readers.

8. Couplet

Couplet is a translation strategy that combines two, three, or four strategies to translate a single word or sentence. Newmark wrote that this strategy is usually used for words, terms, or sentences that contain cultural elements. This strategy generally combines transference with functional or descriptive equivalent.

Example:

SL: If no Claim has been made and no circumstance has been notified prior to such cancellation the Insurer shall retain 25% of the original Premium plus the pro-rata proportion due for time on risk.

TL: *Jika tidak ada pembuatan Klaim dan pemberitahuan keadaan sebelum pembatalan tersebut, Penanggung harus menahan 25% dari Premi asli ditambah dengan proporsi pro-rata yang jatuh tempo selama periode terakhir pembayaran Premi (time on risk).*

If it was translated literally, the term *time on risk* would become *waktu berisiko*. However, the term *waktu berisiko* could be interpreted in other various ways. Based on the writer's feedback from her supervisor, *time on risk* is a situation where the industry or insurance company uses this time period to calculate the premiums due for coverage given until the date of termination when an insurance coverage has been terminated. Therefore, the descriptive equivalent of *time on risk* could be found based on such definition. It was *periode terakhir pembayaran Premi*. However, the writer still included the term *time on risk* in the

text in order to help the target readers to be more familiar with the original form of the word or term. Here is another example of this strategy:

Source Text	Target Text
Insolvency, <u>receivership</u> or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.	<i>Insolvensi, <u>keadaan dalam pengawasan kurator (receivership)</u>, atau kebangkrutan Tertanggung tidak akan membebaskan Penanggung dari kewajibannya.</i>

Table 11: Example of couplets

4.2. Obstacles

Translation is actually not an easy task for the writer to carry out, especially in translating agreement letters that have complex language style. The writer had to consider a lot of things in terms of grammar, choice of words or phrase, or language culture. It is also quite difficult for the writer to analyse her translation. The writer needed to properly understand those eight translation methods and 18 translation strategies in order to determine the methods and strategies that should be used in translating agreement letters.

In completing this report, it was possible that the writer encountered several obstacles as well. Here are the obstacles that the writer had encountered during the study.

4.2.1. Obstacles in determining the methods to translate agreement letters

The writer encountered one obstacle while conducting the study related to the translation methods. It was a difficulty in distinguishing between literal and faithful translation. This was because both methods produced quite similar

translations. The writer had a hard time determining the method that was appropriate to translate the agreement letters.

At first, the writer always thought that literal and faithful method had the exact same translation result. The writer had to read the literatures multiple times in order to get the better understanding about both methods. The writer also tried to apply these two methods to translate the agreement letter simultaneously. After continuously analysing, the writer then realized that the difference of those methods could be seen from the choice of words. In literal translation, the writer had to translate the text according to its original meaning without having to adapt it to the original context of the source text. Literal translation made the whole text looked too stiff and sometimes did not make any sense since each word was just translated as it was. Meanwhile, faithful translation did not overly referred to the literal meaning of the source text. By using faithful method, the source text was not just translated as they were. Faithful method made the whole text could be easier to be understood by the target reader. It was because each word was translated according to the context of the source text, even though the translation result still remained focused on the source language. Here are the examples of literal and faithful methods:

No.	Source Text	Literal Translation	Faithful Translation
1	This policy may be cancelled by the Policyholder as and in the manner permitted by law.	<i>Polis ini dapat dibatalkan oleh Pemegang Polis sebagai dan dalam cara yang diizinkan oleh hukum.</i>	<i>Polis ini dapat dibatalkan oleh Pemegang Polis dengan cara yang diizinkan oleh hukum.</i>

2	Payment shall be made in United States Dollar (US\$) and it will be applied the rate force at the date of the payment.	<i>Pembayaran harus dibuat dalam dollar Amerika Serikat dan ini akan diterapkan sesuai nilai kurs yang berlaku pada tanggal pembayaran</i>	<i>Pembayaran harus dilakukan menggunakan mata uang dolar Amerika Serikat dan diterapkan sesuai nilai kurs yang berlaku pada tanggal pembayaran.</i>
3	Nothing contained herein shall be construed to increase the Limit of Liability of this policy.	<i>Tidak ada yang terkandung di sini yang harus ditafsirkan untuk meningkatkan Batas Tanggung Jawab dari polis ini.</i>	<i>Semua hal yang terkandung di sini dilarang ditafsirkan untuk meningkatkan Batas Tanggung Jawab dari polis ini.</i>

Table 12: Examples of literal and faithful translation

It can be seen from the example above that some words were not translated literally as they were. For instance, the phrase *as and in the manner permitted by law* (example number 1) was tried to be translated literally by the writer as *sebagai dan dalam cara yang diizinkan oleh hukum* by the writer. However, the translation looked wordy and there was a word that just meant nothing, such as the word *as* that was translated into *sebagai*. The phrase *dalam cara yang diizinkan oleh hukum* also sounded too stiff. Then, the clause *payment shall be made in United States Dollar* (example number 2) also sounded strange and unnatural when the writer translated it literally as *pembayaran harus dibuat dalam dollar Amerika Serikat*. The clause *nothing contained herein shall be construed* (example number 4) also looked wordy when it was translated literally as *tidak ada yang terkandung di sini yang harus ditafsirkan*. The writer thought that if the clause was kept to be translated literally, the target readers had to read it multiple times to understand the meaning.

The writer then tried to move on by using faithful method. When applying this method, the writer had to look for other words that could be used as their equivalents in the target language in order to reduce the wordiness and stiffness produced by literal method. It helped the writer to produce a translation that would be more well-accepted by the target readers. By using faithful method, the phrase *as in the manner permitted by law* was finally translated as *dengan cara yang diizinkan oleh hukum*. The word *as* was intentionally not translated since it could cause wordiness in the translation. It also meant nothing if it was put on the sentence. The phrase *dalam cara* was changed into *dengan cara* so that the target readers would be more comfortable while read it. The clause *payment shall be made in United States Dollar* was also changed into *pembayaran harus dilakukan menggunakan mata uang dolar Amerika Serikat*. The writer translated the phrase *shall be made* as *harus dilakukan* to match it to the context of the original sentence in the source language. Based on *Kamus Besar Bahasa Indonesia*, the word *pembayaran* means a process, method, or act of paying. It means that *pembayaran* is not *to be made* but it has *to be done* since it is a process of doing something. Then, the writer changed the translation of the clause *nothing contained herein shall be construed* into *semua hal yang terkandung di sini dilarang ditafsirkan*. The writer intentionally omitted the word *nothing* and replaced it with the verb *dilarang* to produce a more natural translation so that it could be easier to understand by the target readers.

Through such analysis, the writer could finally distinguish the difference between literal and faithful methods. The writer then realized that the two methods produced different translations when they were applied. Literal method only translates the text according to its original meaning without having to adapt it to the original context of the sentence. It often leads to an unnatural and difficult-to-understand translation. Meanwhile, faithful method tries to adjust the context of the translation to the context of the original text in the source language. It makes the translation can be easier to understand by the target readers.

4.2.2. Obstacles in determining the strategies to translate agreement letters

Related to translation strategies, the writer had encountered two difficulties in applying translation strategies. The writer wanted to make each translation in agreement letters less rigid and still containing the original context and meaning according to the source text. However, the writer had a hard time while applying two strategies. Those strategies were naturalization and descriptive equivalent.

The first strategy was naturalization. In agreement letters, the writer found that a lot of words in the source language had their naturalized equivalents in the target language. However, it did not mean that it necessarily led the writer to immediately translate those words according to its naturalized equivalent. This was because not all naturalized equivalents in the target language had the same context with the source text. Here is the example.

SL: Give such information and assistance to the Insurer as the Insurer may reasonably require to enable it to investigate any Loss or determine the Insurer's liability under this policy.

TL: *Memberikan informasi dan bantuan kepada Penanggung yang mungkin diperlukan oleh Penanggung untuk menyelidiki setiap Kerugian atau menentukan tanggung jawab Penanggung berdasarkan polis ini.*

Based on the example above, the writer took a first look in the word *investigate* in the source text that had been translated as *menyelidiki*. The writer knew that *investigate* actually had its own naturalized equivalent in the target language. It was *investigasi*. The writer also knew that it also had another equivalent, which was *menyelidik*. At this moment, the writer was confused in determining the appropriate word equivalent for *investigate*. It was because the writer believed that *investigasi* and *menyelidik* had the exact same meaning at first. The writer then decided to look for the definition of each word in *Kamus Besar Bahasa Indonesia*. The writer found that *investigasi* had the following meaning: *penyelidikan dengan mencatat, merekam fakta, atau melakukan peninjauan, percobaan, dan sebagainya, dengan tujuan memperoleh jawaban atas sebuah pertanyaam* (investigation by recording, recording facts, or conducting reviews, experiments, and so on, with the aim of obtaining an answer to a question). The writer also found that *menyelidik* had its own meaning. It was

usaha memperoleh informasi melalui pengumpulan data (an effort to obtain information through data collection).

Based on those definitions, the writer concluded that *investigasi* had a more complex meaning than *menyelidik*. It was usually related to criminal cases since it needed reviews and experiments to do it. The writer considered that the use of the word *investigate* seemed too much and overly complex to be connected with other words in the sentence. In addition, the overall result of the translation looked uncomfortable to read. Here is the translation result from using the word *menginvestigasi*: *Memberikan informasi dan bantuan kepada Penanggung yang mungkin diperlukan oleh Penanggung untuk menginvestigasi setiap Kerugian atau menentukan tanggung jawab Penanggung berdasarkan polis ini*. Therefore, the writer did not use this word as the equivalent of *investigate*. Meanwhile, the writer found that *menyelidik* had a simpler meaning than *investigasi*. It fitted to the various cases that will be connected with it. Therefore, the writer finally decided to use it as the equivalent of *investigate*.

The second was about descriptive equivalent. In short, this strategy seeks to neutralize a specific word or term by using its own description as its equivalent in order to produce a clear translation that can be easily understood by the target reader. The process of creating a descriptive equivalent might sound easy to do. At first, the writer thought that she only needed to look for the definition of a word, and then used it as the word equivalent afterwards. However, the process

was not as simple as the writer expected. Here is an example of descriptive equivalent.

SL: Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.

TL: *Insolvensi, keadaan dalam pengawasan kurator (receivership), atau kebangkrutan Tertanggung tidak akan membebaskan Penanggung dari kewajibannya.*

According to Oxford Dictionary, the writer discovered that *receivership* was the state of a business that being controlled by an official receiver because it had no money. However, the writer had a difficulty to put it to her work. The definition seemed too long to be used as the word equivalent of *receivership*. It would be not effective to use a long sentence as the word *receivership*'s equivalent. The writer had to summarize the definition without changing the original context of it. Then, the writer decided to try to analyse each word of the definition. One word that seemed quite ambiguous for the writer was *receiver*. The writer tried to translate it literally to the target language, but then it became *penerima*. The writer then found another term for *receiver*. It was *kurator*. The writer then looked for each meaning of the words in *Kamus Besar Bahasa Indonesia*. The writer found that *penerima* meant as follow: *orang yang menerima* (people who accept), *orang yang mudah menangkap pelajaran* (people who can

easily understand lessons), or *orang yang mudah menyerah* (people who give up easily). The description of *penerima* were surely irrelevant to the meaning of *receivership* itself. Meanwhile, *kurator* in *Kamus Besar Bahasa Indonesia* meant as follow: *pengurus atau pengawas harta benda orang yang pailit* (the manager or supervisor of the assets of a bankruptcy). By this definition, the *kurator* was relevant to the description of *receivership*. Therefore, the writer summarized the definition of *receivership* and used the term *kurator* to create the descriptive equivalent of *receivership*. The writer then found *keadaan dalam pengawasan kurator* as the descriptive equivalent of the word *receivership*.

4.3. Added Values

There were two added values that the writer obtained when conducting the study. Here are the things that the writer had learned in the process of the study.

4.3.1. Added values of determining the methods to translate agreement letters

The writer obtained one added value from the obstacle that the writer encountered related to the translation methods. The added value that the writer had achieved is that the writer has a better ability and understanding regarding translation methods. The writer is able to distinguish each method easier than before since the writer had to deal with the translation methods in completing this report, especially in distinguishing the similar methods such as literal and faithful translation. The writer realized that in order to be able to understand the differences between two or more similar methods, she requires more observation

and researches from various sources. The writer also had to repeatedly check the result of her work, whether the translation was in accordance or not with the definition of the specified method. The writer also has a better ability in applying those methods. The writer learned that there were steps that had to be done in translating the text, as well as in determining the methods to translate other types of texts in the future. By knowing and understanding the steps needed to determine the translation method, the writer has taken a step further to explore new knowledge about translation and the use of each translation method in other types of texts.

4.3.2.Added values of determining the strategies to translate agreement letters

The writer obtained two added values from the obstacles that the writer encountered related to the translation strategies. The first added value that the writer achieved is that the writer is no longer confused about whether a word, phrase, or term in a sentence or text should be translated by using naturalization strategy or not. The writer had learned that before translating a word, phrase or term, the writer had to do some research to get the appropriate translation of the word, phrase or term. Therefore, the writer does not have to translate all words, phrases, or terms with naturalization strategy. In addition, the writer is also able to determine what types of words, phrases, or terms should be translated by using naturalization strategy.

The second added value that the writer achieved is that the writer has a better ability in applying descriptive equivalent to translate a word or phrase. The writer had learned how to apply this strategy to ease the target readers in understanding the meaning of a word or phrase. Therefore, later when the writer finds some words, phrases, or terms that must be translated using descriptive equivalent, the writer will not experience difficulties such before.

From the explanation above, it can be concluded that the writer has gained a lot more knowledge in translating text. The writer now understands how the real world of work is as a translator. Translators not only have to understand all the theories that have been learned during lectures, but they also must be able to apply the theories appropriately.

4.4. Related Courses

4.4.1. Introduction to Translation

This course taught the writer about the definitions, principles, types, methods, and strategies in translation from English to Indonesian and vice versa. This course had given an overview for the writer in determining the method, strategies, or principles that should be applied to translate a text. Through this course, the writer obtained various literatures and sources containing those basic knowledges about translation, such as methods, strategies, and principles of translation, which greatly helped the writer in completing this final report. Those basic knowledges also helped the writer to do her task during the internship.

4.4.2. Indonesian-English Translation

This course taught the writer about how to translate Indonesian text into English. The materials provided were in the form of text consisting of 100-150 words taken from various sources. The writer gained various knowledge as the foundation needed to analyse and fix the original translation into a better one. This course helped the writer in analysing her translation from Indonesian to English while doing her internship. The writer applied the knowledge and theories obtained from this course to make her translation results better, such as double-checking the accuracy of the translation results, the suitability of the context between the source and target languages, and the appropriateness of the word selection.

4.4.3. English-Indonesian Translation

This course taught the writer about how to translate English text into Indonesian. The materials provided were in the form of text consisting of 100-150 words taken from various sources. The writer gained various knowledge as the foundation needed to analyse and fix the original translation into a better one. This course helped the writer in analysing her translation from English to Indonesian while doing her internship. The writer applied the knowledge and theories obtained from this course to make her translation results better, such as double-checking the accuracy of the translation results, the suitability of the context between the source and target languages, and the appropriateness of the word selection.

4.4.4. Formal Document Translation

This course taught the writer to properly apply the principles, methods and techniques in translating formal documents such as driver's licenses, family registers, certificates, and formal letters. This course played a major role in helping the writer to complete her tasks during the internship, especially in translating formal documents. Because of this course, the writer had already understood about the steps that had to be done, as well as the language style and the choice of words that should be used in translating formal documents.

4.4.5. Genre-based Writing

This course taught an overview of the types of text. This course helped the writer in determining the text that the writer analysed. The writer used this course to know how to choose the words or phrases that should be used in the text or to know what kind of language style that should be implemented in the text. This course helped the writer to apply the methods and strategies when translating a text during her internship. This was because if the writer already understood the type of the text that she would translate, she could easily determine the methods and strategies that should be applied to translate the text. This course also helped the writer to write this final report since the writer had learned about various types of text in this course.

4.4.6. Academic Writing

This course taught the writer about how to properly write good academic text, such as internship proposals, final report, and so on. Through this course, the

writer could easily write an internship proposal when she had to apply for an internship. The writer knew the things were needed to be included in writing a proposal. This course also provided a clear picture of the structure of final report, so that the writer was able to properly write and complete this final report.

4.4.7. Advanced Structure

This course taught the writer about the knowledge of English language structure. The materials provided include the writing exercises that often involve difficult word structures and choices in a sentence. This course helped the writer to decide what tenses that should be used in the text based on the type of the text. This course had the greatest role in assisting the writer, whether when conducting the internship or completing this final report. Through this course, the writer knew how to arrange words and sentences in English, especially when she translated texts during her internship and when she wrote this final report. This course helped the writer to avoid grammatical mistakes when translating texts and writing this final report.

CHAPTER 5

CONCLUSION AND SUGGESTION

5.1. Conclusion

Translating is not as simple as changing the text from one language to another language. The writer had to go through several stages that spent a lot of time to translate agreement letters. In this chapter, the writer will convey three conclusions obtained from the things discussed in the previous chapters. The first thing that the writer would like to discuss is about translation, which includes translation methods and strategies. The second thing is about the obstacles that the writer encountered when conducting the study. Then, the last one is about the added values that the writer obtained after conducting this study.

First, the writer will discuss about translation. It will be focused on agreement letters translation. The first thing that the writer needed to apply when translating agreement letters was the methods. Translation methods helped the writer to translate the text as a whole according to the writer's goal. In this case, the writer's goal in translating agreement letters was to produce a translation that remained to be focused on the source text to maintain their original context, yet it could still be easily understood by the target readers. The writer used faithful method to translate the agreement letters. This method did not only focus on the source text, but also focused on the original context of the source text. This method helped the writer to produce a less-ambiguous translation which suited to

the original context of the source text. Then, the second thing that the writer applied was the strategies. Translation strategies did not cover the text as a whole, but only included small units of a text, such as words, phrases, and sentences. There were eight translation strategies that the writer used to translate agreement letters. They were transference, naturalization, descriptive equivalent, synonym, through-translation, transposition, paraphrase, and couplet. These strategies helped the writer to emphasizing her goal in translating agreement letters so that the target readers were able to understand the text. The writer simplified, added, or adjusted any words, terms, phrases, or sentences with the target language in order that the target reader could feel comfortable when reading the translation.

The second thing that the writer will discuss is about the obstacles that the writer had encountered in conducting this study. Before deciding to use faithful method to translate agreement letters, the writer had a difficulty in distinguishing between faithful and literal method. This was because both methods produced quite similar translation. The writer overcame it by applying those methods simultaneously to be compared and analyzed. In the end, the writer found that literal method only tried to translate the text literally as it were, so that the translation often did not match with the original context of the source text. In addition, the writer also encountered obstacles when applying two strategies. They were naturalization and descriptive equivalent. The writer found a lot of words and terms in source language that had their naturalized equivalents in target language. However, when the writer applied it, the translation result looked too

stiff. Some of them became irrelevant with the original context of the source text. The writer had to look for other words or terms in target language that had the same context as the source language. Then, the obstacle that the writer experienced in applying the descriptive equivalent was the difficulty in finding the appropriate description of a word or term that should be in accordance with the context of the sentence from the target text. This was because not all words or terms had only one absolute description. A word or term in the source text could have multiple meanings depending on the context. The writer again had to find the meaning of the word or term in the target language by doing some researches, either from a dictionary, glossary, or relevant articles.

The last thing that the writer will discuss is about the added values that the writer obtained while doing this study. Related to translation methods, the writer gained a better ability in distinguishing between literal and faithful method and in determining the method to translate agreement letters. The writer also learned that there were steps that must be taken to determine what method that should be used to translate a text, so that she could apply it to other types of text. Then, related to translation strategies, the writer obtained a better understanding and ability in applying naturalization and descriptive equivalent. The writer had learned that not all words and terms that had their naturalized equivalents must be translated by naturalization strategy. The writer also learned that not all specific words or terms in source language only had one absolute meaning so that the writer could easily

apply descriptive equivalents. The writer gained a better ability in knowing when to apply both strategies to translate a word or phrase.

In conclusion, by conducting this study, the writer had learned and understood a lot of new things in translation, such as the steps in determining translation methods and strategies to translate a text. The writer also encountered some obstacles, such as in distinguishing between literal and faithful method and in applying naturalization and descriptive equivalent strategies. Last but not least, the writer gained a lot of benefits from facing the obstacles, which will be very useful in the future. The writer gained a better understanding and ability in determining methods and strategies when translating a text. Therefore, if one day the writer has to work in the field of translation, she has already had a thorough preparation in terms of knowledge, ability, and experience.

5.2. Suggestions

5.2.1. Suggestion for MainKata Translation Studio

The writer suggests MainKata Translation Studio to continue maintaining and improving the good quality of its translation and human resources to be a better company in the future. The writer also suggests MainKata Translation Studio to remain willing to open the internship opportunities for anyone who is interested in translation and to keep providing good knowledge and assistance to the interns to become great translators. The writer hopes that MainKata

Translation Studio can establish a good relationship with Universitas Airlangga, especially with English Diploma Program.

5.2.2. Suggestion for English Diploma Program

The writer suggests English Diploma Program to continue improving the learning quality for its students, especially in translation. It is because translation is actually not as simple as many people thought. It is also because translation is actually a course that covers a quite broad scope, so that students need to practice more about it. The writer also suggests that English Diploma Program should continue to provide practical activities that are appropriate to the work environment for its students. It aims to make them ready to deal with critical situations that they will encounter in the work field in the future. The writer hopes that English Diploma Program can establish a good relationship with MainKata Translation Studio.

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APPENDICES

APPENDIX 1: Internship acceptance letter



Figure 1: Internship acceptance letter

APPENDIX 2: Internship assessment letter



KEMENTERIAN PENDIDIKAN DAN KEBUDAYAAN
UNIVERSITAS AIRLANGGA
FAKULTAS VOKASI
Jl. Dharmawangsa Dalam No. 28-30 (Kampus B) Surabaya 60286 Telp. 031-5033869,
5053156, Fax. 99005114, Website: vokasi.unair.ac.id, email: info@vokasi.unair.ac.id

FORMULIR PENILAIAN: MAGANG

NAMA MAHASISWA : Hayuning Sekar Damarratri
NIM : 151811813012
PROGRAM STUDI : D3 Bahasa Inggris
TEMPAT MAGANG : MainKata Translation Studio
WAKTU PELAKSANAAN : Senin, 15 Februari 2021 – Jumat, 9 April 2021
PEMBIMBING : Dewantoro Ratri

No.	Aktivitas yang Dinilai	Range Nilai	Nilai
1	Sikap/Sopan Santun	0-100	90
2	Kedisiplinan dan Kesungguhan	0-100	90
3	Kemampuan bekerja mandiri	0-100	80
4	Kemampuan bekerjasama dan adaptasi	0-100	80
5	Integritas	0-100	80
6	Kemampuan mengemukakan pendapat	0-100	80
7	Kemampuan menyerap hal baru	0-100	90
8	Kemampuan identifikasi masalah	0-100	80
9	Kemampuan penguasaan alat dan penyelesaian masalah	0-100	80
10	Inisiatif, cekatan, responsive dan kreatifitas	0-100	80
	NILAI TOTAL		830
	RATA-RATA (NILAI TOTAL: 10)		83

Surabaya, 16 April 2021
Pembimbing Magang Instansi,

MainKata
Translation Studio
English - Indonesian - Indonesian - English

Dewantoro Ratri
Direktur MainKata Translation Studio

Catatan :

Range Nilai	Nilai Huruf	Bobot Nilai
75.00 – 100	A	4
70.00 – 74.99	AB	3.5
65.00 – 69.99	B	3
60.00 – 64.99	BC	2.5
55.00 – 59.99	C	2
40.00 – 54.99	D	1
0 – 39.99	E	0

Figure 2: Internship assessment letter

APPENDIX 3: Internship daily activity sheet



KEMENTERIAN PENDIDIKAN DAN KEBUDAYAAN
UNIVERSITAS AIRLANGGA
FAKULTAS VOKASI
Jl. Dharmasraya Dalam No. 28-30 (Kampus B) Surabaya 60286 Telp. 031-5033849,
5033156, Fax. 99903114, Website: vokasi.unair.ac.id, email: info@vokasi.unair.ac.id

LOGBOOK AKTIVITAS PESERTA MAGANG

Nama : Hayuning Sakar Damarstri
NIM : 151811813012
Instansi : MainKata Translation Studio

No.	Hari/Tanggal	Waktu		Kegiatan	TTD Mahasiswa	Punat Pembimbing Magang Instansi
		Detang	Pulang			
1	Senin, 15 Februari 2021	09.00	17.00	Menerjemahkan distributor agreement (ENG-IND)		
2	Selasa, 16 Februari 2021	09.00	17.00	Menerjemahkan distributor agreement (ENG-IND)		
3	Rabu, 17 Februari 2021	09.00	17.00	Menerjemahkan distributor agreement (ENG-IND)		
4	Kamis, 18 Februari 2021	09.00	17.00	Menerjemahkan marketing authorization (IND-ENG)		
5	Jumat, 19 Februari 2021	09.00	17.00	Subtitling (ENG-IND)		
6	Senin, 22 Februari 2021	09.00	17.00	Upgrading & practices: Proofreading		
7	Selasa, 23 Februari 2021	09.00	17.00	Menerjemahkan statement of work (ENG-IND)		
8	Rabu, 24 Februari 2021	09.00	17.00	Menerjemahkan statement of work (ENG-IND)		
9	Kamis, 25 Februari 2021	09.00	17.00	Menerjemahkan statement of work (ENG-IND)		
10	Jumat, 26 Februari 2021	09.00	17.00	Menerjemahkan statement of work (ENG-IND)		
11	Senin, 1 Maret 2021	09.00	17.00	Menerjemahkan suratpin (ENG-IND)		
12	Selasa, 2 Maret 2021	09.00	17.00	Menerjemahkan purchase and sale agreement (IND-ENG)		
13	Rabu, 3 Maret 2021	09.00	17.00	Menerjemahkan product survey (IND-ENG)		
14	Kamis, 4 Maret 2021	09.00	17.00	Menerjemahkan product survey (IND-ENG)		
15	Jumat, 5 Maret 2021	09.00	17.00	Menerjemahkan product survey (IND-ENG)		
16	Sabtu, 6 Maret 2021	09.00	17.00	Menerjemahkan product survey (IND-ENG)		
17	Senin, 8 Maret 2021	09.00	17.00	Menerjemahkan product survey (IND-ENG)		
18	Selasa, 9 Maret 2021	09.00	17.00	Menerjemahkan product survey (IND-ENG)		
19	Rabu, 10 Maret 2021	09.00	17.00	Menerjemahkan cooperation agreement (IND-ENG)		
20	Senin, 15 Maret 2021	09.00	17.00	Menerjemahkan dokumen tentang maritime security (ENG-IND)		
21	Selasa, 16 Maret 2021	09.00	17.00	Menerjemahkan dokumen tentang TPS (IND-ENG)		
22	Rabu, 17 Maret 2021	09.00	17.00	Menerjemahkan buku pelajaran (IND-ENG)		
23	Kamis, 18 Maret 2021	09.00	17.00	Menerjemahkan buku pelajaran (IND-ENG)		
24	Jumat, 19 Maret 2021	09.00	17.00	Subtitling (ENG-IND)		
25	Sabtu, 20 Maret 2021	09.00	17.00	Menerjemahkan dokumen tentang marine (ENG-IND)		
26	Senin, 22 Maret 2021	09.00	17.00	Menerjemahkan dokumen tentang maritime security (ENG-IND)		
27	Selasa, 23 Maret 2021	09.00	17.00	Menerjemahkan dokumen tentang maritime security (ENG-IND)		
28	Rabu, 24 Maret 2021	09.00	17.00	Menerjemahkan dokumen tentang maritime security (ENG-IND)		
29	Kamis, 25 Maret 2021	09.00	17.00	Menerjemahkan lease agreement (IND-ENG)		
30	Jumat, 26 Maret 2021	09.00	17.00	Menerjemahkan joint interest assignment (ENG-IND)		
31	Senin, 29 Maret 2021	09.00	17.00	Menerjemahkan PREG (IND-ENG)		
32	Selasa, 30 Maret 2021	09.00	17.00	Menerjemahkan modul keahliannya (ENG-IND)		
33	Rabu, 31 Maret 2021	09.00	17.00	Menerjemahkan PREG (IND-ENG)		
34	Kamis, 1 April 2021	09.00	17.00	Menerjemahkan modul keahliannya (ENG-IND)		
35	Senin, 5 April 2021	09.00	17.00	Menerjemahkan insurance policy (ENG-IND)		
36	Selasa, 6 April 2021	09.00	17.00	Menerjemahkan insurance policy (ENG-IND)		
37	Rabu, 7 April 2021	09.00	17.00	Menerjemahkan insurance policy (ENG-IND)		
38	Kamis, 8 April 2021	09.00	17.00	Menerjemahkan laporan (ENG-IND)		
39	Jumat, 9 April 2021	09.00	17.00	Menerjemahkan laporan (ENG-IND)		

Mengasah,
Proofreading



Hayuning Sakar Damarstri
Desainer MainKata Translation Studio

Mahasiswa



Hayuning Sakar D.
NIM.151811813012

Figure 3: Internship daily activity sheet

APPENDIX 4: Certificate of completion



Figure 4: Certificate of completion

APPENDIX 5: Data analysis (Faithful Method)

Agreement Letter 1: Distributor Agreement

No.	Source Text	Target Text
1	This agreement, made and entered into on November 14th 2007, by and between :	<i>Perjanjian ini, dibuat pada dan berlaku sejak tanggal 14 November 2007, oleh dan antara:</i>
2	XXX, a company existing under the laws of P.R. China and having its registered office at xxx.	<i>XXX, sebuah perusahaan yang berdiri di bawah Hukum Negara Republik Rakyat Tiongkok dan memiliki kantor yang terdaftar di xxx.</i>
3	XXX, a company existing under the laws of the Republic of Indonesia and having its registered office at xxx.	<i>XXX, sebuah perusahaan yang berdiri di bawah Hukum Negara Republik Indonesia dan memiliki kantor yang terdaftar di xxx.</i>
4	Principal is the owner of among others, the patents, and manufacturing processes relating to products set forth in Annex A (Attached to and forming an integral part of this Agreement).	<i>Pemilik Modal merupakan pemilik hak paten dan proses manufaktur yang berkaitan dengan produk yang tercantum dalam Lampiran A (dilampirkan pada dan menjadi bagian yang tak terpisahkan dari Perjanjian ini).</i>
5	Principal appoints Distributor, with the rights, in territory for the importation, marketing, promotion and distribution of the Products.	<i>Pemilik Modal berhak menunjuk Distributor untuk mengimpor, memasarkan, mempromosikan, dan mendistribusikan Produk.</i>
6	Distributor is interested to represent Principal and Principal is convinced that Distributor has the necessary organization to effectively support the registration and to import, promote, sell and distribute the product in the territory.	<i>Distributor berminat mewakili Pemilik Modal, dan Pemilik Modal yakin bahwa Distributor memiliki organisasi yang diperlukan untuk memudahkan pendaftaran dan mendaftarkan, mengimpor, mempromosikan, menjual, dan mendistribusikan produk di wilayah tersebut secara efektif.</i>
7	Now therefore, in consideration of the mutual covenants herein contained, it is hereby agreed as follows :	<i>Oleh karena itu, dengan mempertimbangkan kesepakatan bersama yang terkandung dalam perjanjian ini, maka disetujui sebagai berikut:</i>

8	Subject to the terms and conditions of this Agreement, Principal hereby grants to Distributor for the right to import, sell and distribute the healthcare instrument Products with XXX Trademarks (xxxxx), which produced by Principal, and Distributor hereby grants to Principal for the right to produce products with XXX Trademarks, which are mutually agreed upon (hereinafter called The Products) as specified in Annex A.	<i>Tunduk pada syarat dan ketentuan Perjanjian ini, Pemilik Modal memberikan hak kepada Distributor untuk mengimpor, menjual, dan mendistribusikan produk berupa peralatan kesehatan dengan Merek Dagang XXX (xxxxx), yang diproduksi oleh Pemilik Modal, dan Distributor memberikan hak kepada Pemilik Modal untuk memproduksi produk dengan Merek Dagang XXX yang telah disepakati bersama (selanjutnya disebut Produk) sebagaimana ditentukan dalam Lampiran A.</i>
9	Principal reserves the right to modify the product range at any time after consultation with Distributor.	<i>Pemilik Modal berhak <u>mengubah</u> rangkaian produk sewaktu-waktu setelah berkonsultasi dengan Distributor.</i>
10	The Distributor shall market the Products under Distributor's Trademark.	<i>Distributor harus memasarkan Produk menggunakan Merek Dagang Distributor.</i>
11	Distributor acknowledges Principal as the Sole manufacturer with Distributor's trademarks use for the products and undertakes that it will not alter, obscure, remove, conceal or otherwise interfere without prior concern in writing to Distributor.	<i>Distributor mengakui Pemilik Modal sebagai produsen Satu-Satunya yang menggunakan Merek Dagang Distributor dan menyepakati untuk tidak mengubah, mengaburkan, menghapus, atau menyembunyikan tanpa pemberitahuan tertulis sebelumnya kepada Distributor.</i>
12	Principal is not allowed to provide the "Products" (XXX Medical Products) to other customer except Distributor.	<i>Pemilik Modal dilarang menyediakan "Produk" dengan Merek Dagang XXX selain kepada Distributor.</i>
13	The term territory means Indonesia.	<i>Istilah wilayah merujuk pada negara Indonesia.</i>
14	Principal sells the product to Distributor as at the prices as specified in Annex B, which forms an integral part to this agreement.	<i>Pemilik Modal menjual produk kepada Distributor sesuai harga yang ditentukan dalam Lampiran B, yang mana menjadi bagian tak terpisahkan dari perjanjian ini.</i>

15	All deliveries of the products shall be made FOB (Free on Board).	<i>Seluruh pengiriman produk harus dilakukan secara FOB (Free on Board).</i>
16	Payment shall be made in United States Dollar (US\$) and it will be applied the rate force at the date of the payment.	<i>Pembayaran harus dilakukan menggunakan mata uang dolar Amerika Serikat dan diterapkan sesuai nilai kurs yang berlaku pada tanggal pembayaran.</i>
17	Principal reserves the right to alter the price on the condition that Principal notifies Distributor 6 months in advance before the implementation of the price change.	<i>Pemilik Modal berhak mengubah harga dengan ketentuan bahwa Pemilik Modal harus memberi tahu Distributor 6 bulan sebelum penerapan perubahan harga.</i>
18	Upon request by Principal in writing and not otherwise, Distributor shall apply for all health and other registrations (hereinafter "Registration") required for the importation, sale and distribution of the Products in the Territory.	<i>Atas permintaan tertulis dari Pemilik Modal, Distributor harus mengajukan semua pendaftaran untuk alat kesehatan dan kebutuhan lainnya (selanjutnya disebut sebagai "Pendaftaran") yang diperlukan untuk mengimpor, menjual, dan mendistribusikan Produk di Wilayah terkait.</i>
19	Principal should provide all the administration and technical dossier considered necessary for registration to Distributor	<i>Pemilik Modal harus melengkapi seluruh dokumen administrasi dan teknis yang diperlukan untuk melakukan pendaftaran kepada Distributor.</i>
20	Distributor shall place the initial order within 3 months after registration approval to Principal.	<i>Distributor harus melakukan pemesanan awal dalam waktu 3 bulan setelah memberikan persetujuan pendaftaran kepada Pemilik Modal.</i>

Table 13: Distributor Agreement (Method)

Agreement Letter 2: Policy Wording

No.	Source Language	Target Language
1	The Retention amount is to be borne by the Company and shall remain uninsured. A single	<i>Jumlah Retensi akan disimpan oleh Perusahaan dan tidak akan ditanggung. Retensi tunggal akan</i>

	Retention shall apply to Loss arising from Claims which are considered related Claims pursuant to 5.3 "Related Claims".	<i>berlaku bagi Kerugian yang timbul dari Klaim sesuai dengan poin 5.3 tentang "Klaim Terkait".</i>
2	Unless otherwise required by law, cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the Limit of Liability.	<i>Kecuali diwajibkan lain oleh hukum, tanggungan yang ada dalam polis ini hanya diberikan sebagai kelebihan dari asuransi diri atau asuransi lain yang sah dan berlaku, kecuali asuransi lain tersebut hanya ditulis sebagai kelebihan asuransi yang spesifik dari Batas Tanggung Jawab.</i>
3	If such other insurance is provided by the Insurer or any member company or affiliate of Chartis, then the maximum amount payable by Chartis under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability.	<i>Jika Penanggung, anggota perusahaan, atau afiliasi Chartis memberikan asuransi lain, maka jumlah maksimum yang dapat dibayar oleh Chartis berdasarkan seluruh polis dilarang melebihi Batas Tanggung Jawab polis tersebut di atas yang memiliki Batas Tanggung Jawab tertinggi yang berlaku.</i>
4	Nothing contained herein shall be construed to increase the Limit of Liability of this policy.	<i>Semua hal yang terkandung di sini dilarang ditafsirkan untuk meningkatkan Batas Tanggung Jawab dari polis ini.</i>
5	To the extent that another insurance policy imposes upon an Insurer a duty to defend a Claim, defence costs arising out of such Claim shall not be covered under this policy.	<i>Sejauh polis asuransi lain membebankan kewajiban kepada Penanggung untuk membela Klaim, biaya pembelaan yang timbul dari Klaim tersebut tidak akan ditanggung dalam polis ini.</i>
6	render all reasonable assistance to the Insurer and co-operate in the defence of any Claim and the assertion of indemnification and contribution rights;	<i>memberikan semua bantuan yang layak kepada Penanggung dan bekerja sama dalam pembelaan setiap Klaim dan penegasan mengenai hak ganti rugi dan kontribusi;</i>
7	use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss under this policy; and	<i>menerapkan uji tuntas dan setuju untuk melakukan semua hal yang diperlukan untuk menghindari atau mengurangi setiap Kerugian berdasarkan polis ini; dan</i>

8	give such information and assistance to the Insurer as the Insurer may reasonably require to enable it to investigate any Loss or determine the Insurer's liability under this policy.	<i>memberikan informasi dan bantuan kepada Penanggung yang mungkin diperlukan oleh Penanggung untuk menyelidiki setiap Kerugian atau menentukan tanggung jawab Penanggung berdasarkan polis ini.</i>
9	This policy may be cancelled by the Policyholder as and in the manner permitted by law.	<i>Polis ini dapat dibatalkan oleh Pemegang Polis dengan cara yang diizinkan oleh hukum.</i>
10	If no Claim has been made and no circumstance has been notified prior to such cancellation the Insurer shall retain 25% of the original Premium plus the pro-rata proportion due for time on risk.	<i>Jika tidak ada pembuatan Klaim dan pemberitahuan keadaan sebelum pembatalan tersebut, Penanggung harus menahan 25% dari Premi asli ditambah dengan proporsi pro-rata yang jatuh tempo selama periode terakhir pembayaran Premi (time on risk).</i>
11	Otherwise, the Premium shall not be returned and shall be deemed fully earned at inception.	<i>Jika terjadi hal sebaliknya, Premi tidak boleh dikembalikan dan dianggap telah diterima sepenuhnya di awal.</i>
12	This policy may be cancelled by the Insurer delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the address of the Policyholder set out in the Schedule, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of Premium), the cancellation shall be effective.	<i>Polis ini dapat dibatalkan oleh Penanggung yang menyerahkan pemberitahuan tertulis mengenai berlakunya pembatalan secara efektif kepada Pemegang Polis melalui metode pengiriman yang sudah terdaftar, bersertifikasi, first-class mail, atau melalui metode pengiriman lainnya ke alamat yang dicantumkan oleh Pemegang Polis dalam Lampiran paling lambat tiga puluh (30) hari (sepuluh (10) hari untuk pembatalan non-pembayaran Premi) setelah pembatalan tersebut.</i>
13	In such case, the Insurer shall be entitled to a pro-rata proportion of the Premium.	<i>Dalam hal ini, Penanggung berhak atas proporsi pro-rata Premi.</i>
14	Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as	<i>Pembayaran atau tender premi yang belum diterima oleh Penanggung tidak akan menjadi kondisi preseden untuk efektivitas pembatalan, tetapi pembayaran</i>

	soon as practicable.	<i>tersebut harus dibuat segera setelah dapat dilakukan.</i>
15	Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.	<i>Insolvensi, keadaan dalam pengawasan kurator (receivership), atau kebangkrutan Tertanggung tidak akan membebaskan Penanggung dari kewajibannya.</i>
16	The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract.	<i>Deskripsi yang ada pada tajuk dan judul polis ini semata-mata berfungsi sebagai referensi.</i>
17	Words that are not specifically defined in this policy have the meaning normally attributed to them.	<i>Kata-kata yang tidak didefinisikan secara spesifik dalam polis ini memiliki arti yang biasanya dikaitkan dengan kata tersebut.</i>
18	Any dispute regarding any aspect of this policy or any matter relating to cover thereunder which cannot be resolved by agreement within six (6) months, shall be referred to a mutually agreed mediator.	<i>Setiap sengketa mengenai aspek apa pun pada polis ini atau hal apa pun terkait tanggungan di dalamnya yang tidak dapat diselesaikan melalui kesepakatan dalam waktu enam (6) bulan harus dirujuk ke mediator yang telah disepakati bersama.</i>
19	If the dispute remains unresolved after mediation, it shall be resolved by arbitration before the Singapore International Arbitration Centre (SIAC) in accordance with its prevailing rules and interpreted in accordance with the laws of the Republic of Singapore.	<i>Jika sengketa tetap tidak terselesaikan setelah dilakukannya mediasi, sengketa tersebut harus diselesaikan melalui arbitrase di hadapan Pusat Arbitrase Internasional Singapura (SIAC) sesuai dengan aturan yang berlaku dan diinterpretasikan sesuai dengan undang-undang Republik Singapura.</i>
20	A person who is not a party to this policy shall have no right under the Contracts (Right of Third Parties) Act (Cap 53B) to enforce any of its terms and the application of this Act is excluded insofar as the policy contract is concerned.	<i>Berdasarkan Undang-Undang Kontrak (Hak Pihak Ketiga) Bab 53B, seseorang yang bukan merupakan pihak dari polis ini tidak berhak untuk menegakkan persyaratan apa pun, dan penerapan Undang-undang ini dikecualikan sejauh kontrak polis yang disangkutpautkan.</i>

Table 14: Policy Wording (Method)

APPENDIX 6: Data analysis (Translation Strategies)

Agreement Letter 1: Distributor Agreement

No.	Source Text	Target Text	Strategy
1	XXX, a company existing under the laws of P.R. China and having its registered office at xxx.	<i>XXX, sebuah perusahaan yang berdiri di bawah Hukum Negara Republik Rakyat Tiongkok dan memiliki kantor yang terdaftar di xxx.</i>	Synonym
2	XXX, a company existing under the laws of the Republic of Indonesia and having its registered office at xxx.	<i>XXX, sebuah perusahaan yang berdiri di bawah Hukum Negara Republik Indonesia dan memiliki kantor yang terdaftar di xxx.</i>	Synonym, Naturalization
3	Principal is the owner of among others, the patents, and manufacturing processes relating to products set forth in Annex A (Attached to and forming an integral part of this Agreement).	<i>Pemilik Modal merupakan pemilik hak paten dan proses manufaktur yang berkaitan dengan produk yang tercantum dalam Lampiran A (dilampirkan pada dan menjadi bagian yang tak terpisahkan dari Perjanjian ini).</i>	Naturalization
4	Distributor is interested to represent Principal and Principal is convinced that Distributor has the necessary organization to effectively support the registration and to import, promote, sell and distribute the product in the territory.	<i>Distributor berminat mewakili Pemilik Modal, dan Pemilik Modal yakin bahwa Distributor memiliki organisasi yang diperlukan untuk memudahkan pendaftaran dan mendaftarkan, mengimpor, mempromosikan, menjual, dan mendistribusikan produk di wilayah tersebut secara efektif.</i>	Transposition, Synonym
5	Subject to the terms and conditions of this Agreement, Principal hereby grants to	<i>Tunduk pada syarat dan ketentuan Perjanjian ini, Pemilik Modal memberikan hak kepada</i>	Naturalization

	Distributor for the right to import, sell and distribute the healthcare instrument Products with xxx, which produced by Principal, and Distributor hereby grants to Principal for the right to produce products with XXX Trademarks, which are mutually agreed upon (hereinafter called The Products) as specified in Annex A.	<i>Distributor untuk mengimpor, menjual, dan mendistribusikan produk berupa peralatan kesehatan dengan xxx, yang diproduksi oleh Pemilik Modal, dan Distributor memberikan hak kepada Pemilik Modal untuk memproduksi produk dengan Merek Dagang XXX yang telah disepakati bersama (selanjutnya disebut Produk) sebagaimana ditentukan dalam Lampiran A.</i>	
6	Principal reserves the right to modify the product range at any time after consultation with Distributor.	<i>Pemilik Modal berhak mengubah rangkaian produk sewaktu-waktu setelah berkonsultasi dengan Distributor.</i>	Transference, Synonym, Naturalization
7	The term territory means Indonesia.	<i>Istilah wilayah merujuk pada negara Indonesia.</i>	Synonym, Transference
8	All deliveries of the products shall be made FOB (Free on Board).	<i>Seluruh pengiriman produk harus dilakukan secara FOB (Free on Board).</i>	Transference
9	Payment shall be made in United States Dollar (US\$) and it will be applied the rate force at the date of the payment.	<i>Pembayaran harus dilakukan menggunakan mata uang dolar Amerika Serikat dan diterapkan sesuai nilai kurs yang berlaku pada tanggal pembayaran.</i>	Paraphrase
10	Upon request by Principal in writing and not otherwise, Distributor shall apply for all health and other registrations (hereinafter "Registration") required for the importation, sale and	<i>Atas permintaan tertulis dari Pemilik Modal dan bukan sebaliknya, Distributor harus mengajukan semua pendaftaran untuk alat kesehatan dan kebutuhan lainnya (selanjutnya disebut sebagai</i>	Paraphrase, Naturalization

	distribution of the Products in the Territory.	<i>“Pendaftaran”) yang diperlukan untuk mengimpor, menjual, dan mendistribusikan Produk di Wilayah terkait.</i>	
11	Principal should provide all the administration and technical dossier considered necessary for registration to Distributor	<i>Pemilik Modal harus melengkapi seluruh dokumen administrasi dan teknis yang diperlukan untuk melakukan pendaftaran kepada Distributor.</i>	Synonym, Naturalization

Table 15: Distributor Agreement (Strategies)

Agreement Letter 2: Policy Wording

No.	Source Language	Target Language	Strategy
1	The Retention amount is to be borne by the Company and shall remain uninsured. A single Retention shall apply to Loss arising from Claims which are considered related Claims pursuant to 5.3 “Related Claims”.	<i>Jumlah Retensi akan disimpan oleh Perusahaan dan tidak akan ditanggung. Retensi tunggal akan berlaku bagi Kerugian yang timbul dari Klaim sesuai dengan poin 5.3 tentang "Klaim Terkait".</i>	Naturalization
2	If such other insurance is provided by the Insurer or any member company or affiliate of Chartis, then the maximum amount payable by Chartis under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability.	<i>Jika Penanggung, anggota perusahaan, atau afiliasi Chartis memberikan asuransi lain, maka jumlah maksimum yang dapat dibayar oleh Chartis berdasarkan seluruh polis dilarang melebihi Batas Tanggung Jawab polis tersebut di atas yang memiliki Batas Tanggung Jawab tertinggi yang</i>	Transposition, Transference

		<i>berlaku.</i>	
3	Nothing contained herein shall be construed to increase the Limit of Liability of this policy.	<i>Semua hal yang terkandung di sini dilarang ditafsirkan untuk meningkatkan Batas Tanggung Jawab dari polis ini.</i>	Paraphrase
4	To the extent that another insurance policy imposes upon an Insurer a duty to defend a Claim, defence costs arising out of such Claim shall not be covered under this policy.	<i>Sejauh polis asuransi lain membebaskan kewajiban kepada Penanggung untuk membela Klaim, biaya pembelaan yang timbul dari Klaim tersebut tidak akan ditanggung dalam polis ini.</i>	Naturalization, Synonym
5	If no Claim has been made and no circumstance has been notified prior to such cancellation the Insurer shall retain 25% of the original Premium plus the pro-rata proportion due for time on risk.	<i>Jika tidak ada pembuatan Klaim dan pemberitahuan keadaan sebelum pembatalan tersebut, Penanggung harus menahan 25% dari Premi asli ditambah dengan proporsi pro-rata yang jatuh tempo selama periode terakhir pembayaran Premi (time on risk).</i>	Transposition, Naturalization
6	This policy may be cancelled by the Insurer delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the address of the Policyholder set out in the Schedule, written notice stating when, not less than	<i>Polis ini dapat dibatalkan oleh Penanggung yang menyerahkan pemberitahuan tertulis mengenai berlakunya pembatalan secara efektif kepada Pemegang Polis melalui metode pengiriman yang sudah terdaftar, bersertifikasi, first-class mail, atau</i>	Naturalization, Transference, Synonym

	thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of Premium), the cancellation shall be effective.	<i>melalui metode pengiriman lainnya ke alamat yang dicantumkan oleh Pemegang Polis dalam Lampiran paling lambat tiga puluh (30) hari (sepuluh (10) hari untuk pembatalan non-pembayaran Premi) setelah pembatalan tersebut.</i>	
7	Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.	<i>Insolvensi, keadaan dalam pengawasan kurator (receivership), atau kebangkrutan Tertanggung tidak akan membebaskan Penanggung dari kewajibannya.</i>	Naturalization, Couplet
8	If the dispute remains unresolved after mediation, it shall be resolved by arbitration before the Singapore International Arbitration Centre (SIAC) in accordance with its prevailing rules and interpreted in accordance with the laws of the Republic of Singapore.	<i>Jika sengketa tetap tidak terselesaikan setelah mediasi, sengketa tersebut harus diselesaikan melalui arbitrase di hadapan Pusat Arbitrase Internasional Singapura (SIAC) sesuai dengan aturan yang berlaku dan diinterpretasikan sesuai dengan undang-undang Republik Singapura.</i>	Naturalization, Through-translation
9	This policy shall be governed by the law of the country as stated in the schedule without reference to any conflict of laws	<i>Polis ini harus diatur oleh hukum negara sebagaimana tercantum dalam lampiran tanpa mengacu pada konflik hukum.</i>	Naturalization, Synonym
10	the Insured has given	<i>Tertanggung telah</i>	Naturalization,

	written confirmation from the previous insurer on a) above, before the inception date of this Policy.	<i>memberikan konfirmasi tertulis dari penanggung sebelumnya pada poin a) di atas, sebelum tanggal diberlakukannya Polis ini.</i>	Descriptive equivalent
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Table 16: Policy Wording (Strategies)

APPENDIX 7: Translated agreement letters

Agreement Letter 1: Perjanjian Distributor

Perjanjian ini, dibuat pada dan berlaku sejak tanggal 14 November 2007, oleh dan antara:

- I. XXX, sebuah perusahaan yang berdiri di bawah Hukum Negara Republik Rakyat Tiongkok dan memiliki kantor yang terdaftar di xxx.
(selanjutnya disebut PEMILIK MODAL)
- II. XXX, sebuah perusahaan yang berdiri di bawah Hukum Negara Republik Indonesia dan memiliki kantor yang terdaftar di xxx.
(selanjutnya disebut DISTRIBUTOR)

BAHWA

Pemilik Modal merupakan pemilik hak paten dan proses manufaktur yang berkaitan dengan produk yang tercantum dalam Lampiran A (dilampirkan pada dan menjadi bagian yang tak terpisahkan dari Perjanjian ini).

Pemilik Modal berhak menunjuk Distributor untuk mengimpor, memasarkan, mempromosikan, dan mendistribusikan Produk.

Distributor berminat mewakili Pemilik Modal, dan Pemilik Modal yakin bahwa Distributor memiliki organisasi yang diperlukan untuk memudahkan pendaftaran dan mendaftarkan, mengimpor, mempromosikan, menjual, dan mendistribusikan produk di wilayah tersebut secara efektif.

Oleh karena itu, dengan mempertimbangkan kesepakatan bersama yang terkandung dalam perjanjian ini, maka disetujui sebagai berikut:

1. Definisi

Tunduk pada syarat dan ketentuan Perjanjian ini, Pemilik Modal memberikan hak kepada Distributor untuk mengimpor, menjual, dan mendistribusikan produk berupa peralatan kesehatan dengan Merek Dagang XXX (xxxxx), yang diproduksi oleh Pemilik Modal, dan Distributor memberikan hak kepada Pemilik Modal untuk memproduksi produk dengan Merek Dagang AMS yang telah disepakati bersama (selanjutnya disebut Produk) sebagaimana ditentukan dalam Lampiran A. Pemilik Modal berhak mengubah rangkaian produk sewaktu-waktu setelah berkonsultasi dengan Distributor.

2. Merek Dagang

Distributor harus memasarkan Produk menggunakan Merek Dagang Distributor.

Distributor mengakui Pemilik Modal sebagai produsen Satu-Satunya yang menggunakan Merek Dagang Distributor dan menyepakati untuk tidak mengubah, mengaburkan, menghapus, atau menyembunyikan tanpa pemberitahuan tertulis sebelumnya kepada Distributor.

Pemilik Modal dilarang menyediakan “Produk” dengan Merek Dagang XXX selain kepada Distributor.

3. Wilayah

Istilah wilayah merujuk pada negara Indonesia.

4. Ketentuan

- 4.1 Pemilik Modal menjual produk kepada Distributor sesuai harga yang ditentukan dalam Lampiran B, yang mana menjadi bagian tak terpisahkan dari perjanjian ini.
- 4.2 Seluruh pengiriman produk harus dilakukan secara FOB (*Free on Board*).
- 4.3 Pembayaran kepada PEMILIK MODAL harus dilakukan secara di muka sebesar 50% dengan T/T, yang mana sisanya dibayar sebelum pengiriman yang dilakukan oleh T/T.
- 4.4 Pembayaran harus dilakukan menggunakan mata uang dolar Amerika Serikat dan diterapkan sesuai nilai kurs yang berlaku pada tanggal pembayaran.
- 4.5 Pemilik Modal berhak mengubah harga dengan ketentuan bahwa Pemilik Modal harus memberi tahu Distributor 6 bulan sebelum penerapan perubahan harga.
- 4.6 Pemilik Modal harus mengirimkan produk paling lambat 1 (satu) bulan setelah mendapatkan tanda terima dari total pembayaran (pada umumnya diperlukan waktu 20 hari untuk kontainer 1*40’HQ, tidak termasuk logo konfirmasi, desain, detail pengemasan, dll. Khusus untuk kontainer yang lebih dari 1*40’HQ, harus didiskusikan terlebih dahulu).

5. Pendaftaran

- 5.1 Atas permintaan tertulis dari Pemilik Modal, Distributor harus mengajukan semua pendaftaran untuk alat kesehatan dan kebutuhan lainnya (selanjutnya disebut sebagai “Pendaftaran”) yang diperlukan untuk mengimpor, menjual, dan mendistribusikan Produk di Wilayah terkait.
- 5.2 Pemilik Modal harus melengkapi seluruh dokumen administrasi dan teknis yang diperlukan untuk melakukan pendaftaran kepada Distributor.
- 5.3 Distributor harus mengirimkan salinan persetujuan pendaftaran kepada

Pemilik Modal dalam waktu 1 bulan setelah permohonan dikabulkan.

- 5.4 Distributor harus melakukan pemesanan awal dalam waktu 3 bulan setelah memberikan persetujuan pendaftaran kepada Pemilik Modal.

6. Pemasaran PRODUK

- 6.1 Untuk tujuan perjanjian ini, Distributor harus mendirikan dan memelihara organisasi yang kompeten serta fasilitas yang memadai untuk melakukan pemasaran, pendistribusian, penjualan, penyimpanan, dan penanganan produk di wilayah mereka.
- 6.2 Selama berlakunya perjanjian ini, Distributor harus menjaga persediaan produk yang memadai dan berkelanjutan kepada konsumen.
- 6.3 Distributor setuju untuk tidak mendistribusikan produk apa pun yang secara langsung bersaing dengan produk Pemilik Modal.
- 6.4 Distributor sepakat untuk memasarkan produk dalam waktu 6 (enam) bulan setelah pendaftaran disetujui.
- 6.5 Pemilik Modal harus menyediakan sampel dan dokumen terkait dalam jumlah yang wajar untuk memungkinkan promosi yang akurat dan efisien. Kedua belah pihak harus menyetujui jumlah yang disepakati ini. Distributor harus melakukan upaya periklanan dan promosi yang diperlukan untuk mencapai penjualan Produk yang maksimal.

Agreement Letter 2: Policy Wording

Jumlah Retensi akan disimpan oleh Perusahaan dan tidak akan ditanggung. Retensi tunggal akan berlaku bagi Kerugian yang timbul dari Klaim sesuai dengan poin 5.3 tentang "Klaim Terkait".

7.3 Asuransi/Penggantian Rugi Lainnya

Kecuali diwajibkan lain oleh hukum, tanggungan yang ada dalam polis ini hanya diberikan sebagai kelebihan dari asuransi diri atau asuransi lain yang sah dan berlaku, kecuali asuransi lain tersebut hanya ditulis sebagai kelebihan asuransi yang spesifik dari Batas Tanggung Jawab. Jika Penanggung, anggota perusahaan, atau afiliasi Chartis memberikan asuransi lain, maka jumlah maksimum yang dapat dibayar oleh Chartis berdasarkan seluruh polis dilarang melebihi Batas Tanggung Jawab polis tersebut di atas yang memiliki Batas Tanggung Jawab tertinggi yang berlaku. Semua hal yang terkandung di sini dilarang ditafsirkan untuk meningkatkan Batas Tanggung Jawab dari polis ini. Sejauh polis asuransi lain membebaskan kewajiban kepada Penanggung untuk membela Klaim, biaya pembelaan yang timbul dari Klaim tersebut tidak akan ditanggung dalam polis ini.

8. Ketentuan Umum

8.1 Kerja sama

Atas biayanya sendiri, Tertanggung harus:

- (i) memberikan semua bantuan yang layak kepada Penanggung dan bekerja sama dalam pembelaan setiap Klaim dan penegasan mengenai hak ganti rugi dan kontribusi;
- (ii) menerapkan uji tuntas dan setuju untuk melakukan semua hal yang diperlukan untuk menghindari atau mengurangi setiap Kerugian berdasarkan polis ini; dan
- (iii) memberikan informasi dan bantuan kepada Penanggung yang mungkin diperlukan oleh Penanggung untuk menyelidiki setiap Kerugian atau menentukan tanggung jawab Penanggung berdasarkan polis ini.

8.2 Alokasi

Jika ada permintaan tertulis dibuat, atau proses perdata atau administratif diajukan terhadap Tertanggung yang melibatkan hal-hal yang ditanggung dan tidak ditanggung dalam polis ini, maka Penanggung hanya harus membayar sejumlah kerugian kepada Tertanggung secara adil dan tepat sesuai dengan jumlah Kerugian yang timbul dari hal-hal yang ditanggung. Penanggung harus menghitung jumlah tersebut dengan:

- (i) membandingkan jumlah yang diklaim mengenai Klaim yang ditanggung dengan jumlah yang diklaim mengenai hal-hal yang tidak ditanggung;
- (ii) membandingkan penilaian hukum dari Klaim yang ditanggung dengan penilaian hukum dari hal-hal yang tidak ditanggung; dan
- (iii) membandingkan kompleksitas pembelaan setiap Klaim yang ditanggung dengan kompleksitas pembelaan hal-hal yang tidak ditanggung.

Jika Tertanggung tidak setuju dengan jumlah yang sudah dihitung oleh Penanggung sesuai dengan ketentuan tersebut, maka persengketaan tersebut akan diselesaikan sesuai dengan ketentuan "Resolusi Sengketa" dalam polis ini.

8.3 Pengalihan

Polis dan setiap hak berdasarkan atau yang berkaitan dengan polis ini tidak dapat dialihkan tanpa adanya persetujuan tertulis dari Penanggung.

8.4 Pembatalan oleh Pemegang Polis

Polis ini dapat dibatalkan oleh Pemegang Polis dengan cara yang diizinkan oleh hukum. Jika tidak ada pembuatan Klaim dan pemberitahuan keadaan sebelum pembatalan tersebut, Penanggung harus menahan 25% dari Premi asli ditambah dengan proporsi pro-rata yang jatuh tempo selama periode terakhir pembayaran Premi (*time on risk*). Jika terjadi hal sebaliknya, Premi tidak boleh dikembalikan dan dianggap telah diterima sepenuhnya di awal.

Oleh Penanggung:

Polis ini dapat dibatalkan oleh Penanggung yang menyerahkan pemberitahuan tertulis mengenai berlakunya pembatalan secara efektif kepada Pemegang Polis melalui metode pengiriman yang sudah terdaftar, bersertifikasi, *first-class mail*, atau melalui metode pengiriman lainnya ke alamat yang dicantumkan oleh Pemegang Polis dalam Lampiran paling lambat tiga puluh (30) hari (sepuluh (10) hari untuk pembatalan non-pembayaran Premi) setelah pembatalan tersebut. Bukti pengiriman pemberitahuan tersebut harus menjadi bukti yang cukup, dan polis ini harus dianggap batal untuk semua Tertanggung pada tanggal dan jam yang telah ditentukan dalam pemberitahuan tersebut. Dalam hal ini, Penanggung berhak atas proporsi pro-rata Premi. Pembayaran atau tender premi yang belum diterima oleh Penanggung tidak akan menjadi kondisi preseden untuk efektivitas pembatalan, tetapi pembayaran tersebut harus dibuat segera setelah dapat dilakukan.

8.5 Insolvensi

Insolvensi, keadaan dalam pengawasan kurator (receivership), atau kebangkrutan Tertanggung tidak akan membebaskan Penanggung dari kewajibannya.

8.6 Jamak, Tajuk, dan Judul

Deskripsi yang ada pada tajuk dan judul polis ini semata-mata berfungsi sebagai referensi. Semua kata atau ungkapan dalam bentuk tunggal harus mencakup kata atau ungkapan dalam bentuk jamak, dan sebaliknya. Dalam polis ini, semua kata bercetak tebal memiliki arti khusus dan didefinisikan atau disebutkan secara spesifik dalam Lampiran. Kata-kata yang tidak didefinisikan secara spesifik dalam polis ini memiliki arti yang biasanya dikaitkan dengan kata tersebut.

8.7 Sengketa

Setiap sengketa mengenai aspek apa pun pada polis ini atau hal apa pun terkait tanggungan di dalamnya yang tidak dapat diselesaikan melalui kesepakatan dalam waktu enam (6) bulan harus dirujuk ke mediator yang telah disepakati bersama. Jika sengketa tetap tidak terselesaikan setelah dilakukannya mediasi, sengketa tersebut harus diselesaikan melalui arbitrase di hadapan Pusat Arbitrase Internasional Singapura (SIAC) sesuai dengan aturan yang berlaku dan diinterpretasikan sesuai dengan undang-undang Republik Singapura. Penanggung dan Tertanggung akan bertanggung jawab atas biaya dan pengeluaran yang timbul pada saat arbitrase.

8.8 Hukum yang Mengatur

Polis ini harus diatur oleh hukum negara sebagaimana tercantum dalam lampiran tanpa mengacu pada konflik hukum.

8.9 Validitas

Polis ini tidak mengikat Penanggung, kecuali jika ditandatangani dalam Lampiran oleh perwakilan Penanggung yang berwenang atau agen umumnya.

8.10 Jaminan Pembayaran Premi

Memorandum A

- (i) Terlepas dari apa pun yang terkandung dalam polis ini tetapi tunduk pada klausul (ii) dalam polis ini, maka dengan ini disetujui dan dinyatakan bahwa setiap premi yang jatuh tempo harus dibayar dan benar-benar diterima sepenuhnya oleh Penanggung dalam periode 60 hari sejak:

- (a) tanggal awal pertanggungan dalam Polis, sertifikat pembaruan, atau nota penutupan;
- (b) tanggal efektif setiap Endorsemen.
- (ii) Jika setiap premi yang jatuh tempo tidak terbayar dan benar-benar diterima sepenuhnya oleh Penanggung dalam periode 60 hari seperti yang tersebut di atas, maka:
 - (a) tanggungan dalam Polis, sertifikat pembaruan, nota penutupan, atau Endorsemen harus dianggap batal segera setelah masa berakhir periode 60 hari;
 - (b) pembatalan tanggungan tersebut tidak mengurangi tanggung jawab apa pun yang timbul dalam periode 60 hari yang tersebut; dan
 - (c) Penanggung berhak atas waktu pro-rata pada premi risiko.

Memorandum B

Validitas polis ini tunduk pada ketentuan preseden bahwa:

- (i) untuk risiko yang ditanggung, Tertanggung tidak pernah memiliki asuransi yang diakhiri dalam dua belas (12) bulan terakhir semata-mata atau sebagian karena pelanggaran ketentuan pembayaran premi; atau
- (ii) jika Tertanggung memilikinya, maka:
 - (a) Tertanggung telah sepenuhnya membayar semua premi tunggakan terkait polis sebelumnya; dan
 - (b) Tertanggung telah memberikan konfirmasi tertulis dari penanggung sebelumnya pada poin a), sebelum tanggal awal Polis ini.

8.11 Undang-Undang Kontrak (Hak Pihak Ketiga) Bab 53B

Berdasarkan Undang-Undang Kontrak (Hak Pihak Ketiga) Bab 53B, seseorang yang bukan merupakan pihak dari polis ini tidak berhak untuk menegakkan persyaratan apa pun, dan penerapan Undang-undang ini dikecualikan sejauh kontrak polis yang disangkutpautkan.

APPENDIX 8: Pictures

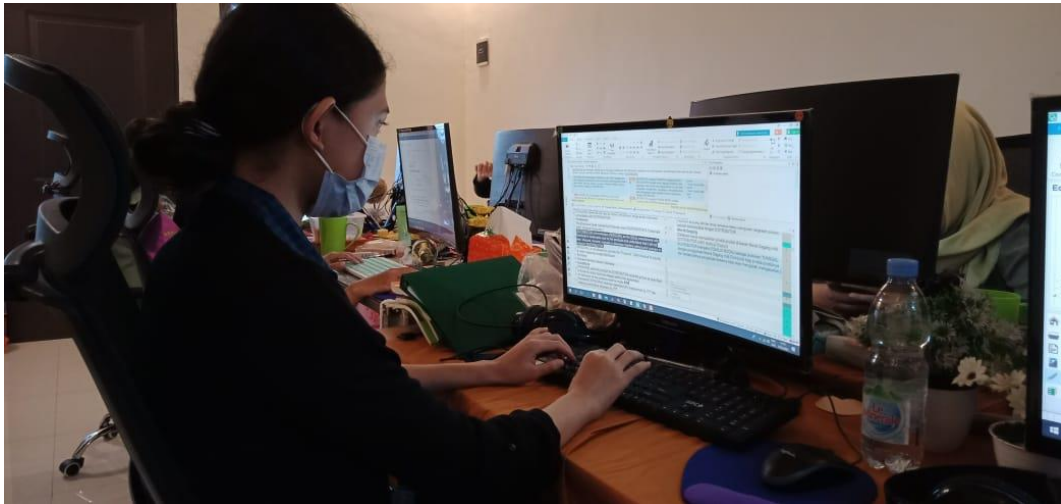


Figure 5: The writer was translating a text during her internship



Figure 6: The staff workspace of MainKata Translation Studio



Figure 7: The writer and her colleague were supervised by the supervisor



Figure 8: The writer with the director and staff of MainKata Translation Studio

BIOGRAPHICAL SKETCH



Hayuning Sekar Damarratri was born in a small town in Central Java, Purworejo, on August 19th, 2000. She is usually called Sekar by her friends and Hayuning by her teachers and lecturers. She is the first daughter of Teguh Satoto and Widjiastuti. She has one younger brother, Lanang Laksita Adji, who is currently taking Semester 2 at Universitas Negeri Malang.

She started her education at the age of four in kindergarten. During this period, she had moved three times from one school to another because of his father's job. First, she attended TK Kemala Bhayangkari in Banjarmasin, South Kalimantan. Then, she moved to TK Ceria in Semarang, Central Java. Lastly, she moved to TK Tunas Bangsa in Surabaya, East Java. In 2006, she continued her education in elementary school at SD Negeri Pucang 4, Sidoarjo. She fully spent her six years education there. In 2012, she attended junior high school at SMP Negeri 1 Sidoarjo. During this period, she began to be interested in English since her school was labeled as RSBI (*Rintisan Sekolah Bertaraf Internasional*), which used English as its students' everyday communication language. She started to write essays, short stories, and even a play script in English. In 2015, she continued her education in high school at SMA Negeri 2 Sidoarjo. At that time,

she actually wanted to enter Linguistic Class. However, based on her test result, she was accepted in Natural Science Class so that she could not achieve her dream to be one of Linguistic students in high school. However, she remained to be interested in English. Then, in 2018, she finally managed to become an English Diploma student at Universitas Airlangga. She could explore her interest and deepen her knowledge in English.

During her study in English Diploma, she actively participated in some organizational activities. She joined English Diploma HIMA (*Himpunan Mahasiswa*) and became a secretary for a year. She was also active in UKM (*Unit Kegiatan Mahasiswa*). She became a member of UKTK (*Unit Kegiatan Tari dan Karawitan*) and had won a traditional dance competition in 2019 at Gebyar Festival Tari Universitas Brawijaya. In 2020, she was appointed to be a traditional dance coordinator by UKTK's leader.

In her last year being an English Diploma student, she endlessly hopes that she could always improve her skill and knowledge in English to pursue her dream to become a translator as well as English instructor in the future. However, before reaching all of her future goals, she wants to raise her parents and university's good name by properly finishing her study in English Diploma.