TRANSLATION TECHNIQUES OF BUSINESS TERMS IN AGREEMENT

FOR EXCHANGE OF CONFIDENTIAL INFORMATION DOCUMENT

A Thesis
Presented to Letters and Humanities Faculty
In Partial Fulfillment of the Requirements for the Degree of Bachelor of Literature

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ABSTRACT


This research focuses on the analysis of the translation techniques of business terminology in the *Agreement for Exchange of Confidential Information* document translated by translator. The main objective of this analysis is to finding the technique used to translate business terminology in the *Agreement for Exchange of Confidential Information* by focuses on two matters. The first in the translation technique used by translator and the second is the effect of translation technique applied in the *Agreement for Exchange of Confidential Information* document.

The method of this research is qualitative method by using Molina and Albir’s theories about translation technique. From thirteen selected data in this research, there are found three data that is categorized as transposition, one data as amplification, three data as borrowing, one data as variation, one data as calque, two data as literal and two data categorized as reduction. The translation result of using those technique is success to the target language. The message still conveyed properly even though there is data translated literally.

**Keywords**: Translation, Translation Technique, Legal Translation, Agreement, Business Terminology
APPROVAL SHEET

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2017
LEGALIZATION

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The Thesis entitled above has been defended before the Letters and Humanities Faculty’s Examination Committee on November 7th 2017. It has already been accepted as a partial fulfillment of the requirements for the degree of strata one.

Jakarta, November 7th 2017

Examination Committee

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DECLARATION

I hereby declare that this submission is my own work and that, to the best of my knowledge and belief, it contains no material previously published or written by another person nor material which to a substantial extent has been accepted for the award of any other degree or diploma of the university or other institute of higher learning, except where due acknowledgement has been made in text.

Jakarta, August 08, 2017

Noviarti Lestari
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Jakarta, August 2017

Noviarti Lestari
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CHAPTER I
INTRODUCTION

A. Background of The Study

In general, language is one of tools used by human being to communicate. According to Harimurti Kridalaksana (3), Language is a system, it means language is not a number of elements which is collected uniformly. The language is arbitrary and based on the agreement and there are so many languages in the world. Because of there are so many languages around the world, the communication become problem and the solution of the language problem is through translation. Translation connects between countries in the world with different language and culture.

Translation can be understood as a process of transferring same messages in a specific language into other with an equivalent meaning (Nida and Taber 12). Therefore, we cannot see translation as a merely effort to replace the text in one language to another. We can immediately infer that we can analyse translation from two different perspectives: that of a ‘process’, which refers to the activity of turning a source text into a target text in another language, and that of a ‘product’, which refers to the translated text (Hatim & Munday 3). James said that language and culture may thus be seen as being closely related and both aspects must be considered for translation. The translator needs more knowledge concerning culture in source language and target language to get the equivalence in translation products. Generally, the translation can also occur in various settings such as in any form of written work, including text of literary, scientific, religious,
philosophical, and legal texts. Translating something is not an easy task. When someone become a translator, she/he must be careful in translating the text, especially legal text. Legal texts may also involve investigation and interrogation reports, contract documents, birth certificate, passport, MOU, and litigation documents.

Legal documents are translated by a sworn translator, because of these legal documents and legal impact must be justified. To become a legal translator, translator has to take special education of translation. In Indonesia, especially in Jakarta, there is qualifying exam for translator and sworn translator, which actually provides the legal qualifications as a translator. When translating the legal text, the sworn translator should familiarize themselves with the example of the application on the documents in both languages, and to equip themselves with the system which prevail in each country, so that the product of translation can read well, correct, and common for the reader.

In general, contract documents use a formal language that is very specific and relatively difficult to be understood by layman. Layman frequently complain that they cannot understand the documents written to provide information to them. They often find the traditional legal writing in documents such as mortgages, leases, jury instructions, government regulations, statutes, contracts, and agreements confusing and incomprehensible.

Contracts and written agreements are binding documents that define the obligation of all parties involved in a project, service, which when properly drawn and signed become enforceable as a matter of law. For instance, a sales contract or
purchase agreement – you agree to purchase the property and the other party agrees to sale the property. Both the buyer and seller have certain rights, and duties under the contract.

With this phenomenon, was born the code of conduct, techniques for translating, and another aspect of translation. The purpose of translation is to deliver the clear ideas to the reader in other language. However, it is difficult for the translator to find the proper diction in target language (TL). Literally translation or word-for-word translation sometimes does not connect to each other in TL. The correspondence process often shows different results with the original text. This is due to the difference in rules owned by each language will lead to occurrence of a shift. Shift can make the translation product to be connected smoothly each other. It is a way if the translator cannot find the lexical of the word. The translator does not change the meaning from SL to TL, only change the form to get the same messages.

Here is a sample of a text:

(1) SL : If information is not marked with such legend or is disclosed orally

TL : Jika informasi tidak diberi keterangan atau diberikan secara lisan

In those sentences occur the technique of shift. We find a unit shift of morpheme to word with suffix –ly is added to the word oral (oral+ly). Suffix –ly is added to a word to form an adverb or adjective. Words that have been combined with suffix –ly are commonly become adverb of manner, which means ‘in the way mentioned’. For example the word orally itself, means ‘with oral’. In Indonesian grammar, there is no similiar suffix or other kinds of bound morphemes that can
be combined with words (in this case *lisan*, as the equivalent of *oral*) to give this kind of meaning. In the translation text above, the translator used the word *secara* to translate this suffix. This word is also used to show the way something is done. So, both of the English suffix (-ly) and Indonesian word (*secara*) have similar meaning but are in different units.

Based on explanations above, this research is try to identify the translation techniques applied in the *Agreement for Exchange of Confidential Information document* between The International Bussiness Machine company as the first party and The Recipient as the second party.

**B. Focus of Study**

To avoid misunderstanding and to identify the problems, it is important to limit the study. The researcher will focus on finding business terms in *Agreement for Exchange of Confidential Information document* and translation techniques that used by translator to translate business terms into target language (Indonesian language). The business terms discussed in this research are in word and phrase level.

**C. Research Question**

Based on the background of the study, the question of the research are:

1. What the kinds of translation techniques does the translator use to translate business terms in *Agreement for Exchange of Confidential Information Document*?
2. How are the effect of translation techniques applied to translate business terms in the Agreement for Exchange of Confidential Information Document from English into Indonesia?

D. Objective of The Study

This research aims at finding out and analyzing:

1. To know translation techniques that has been used to translate business terms in the Agreement for Exchange of Confidential Information document.
2. To know the effect of the translation techniques applied in translating business terms in the Agreement for Exchange of Confidential Information document from English into Indonesia.

E. Significances of The Study

The result of this analysis gives benefits to the readers who want to know more about translation, especially translation of business terms. In addition, the research can be used by translator in practicing the translation and for businessmen or economics students in order to increase their vocabulary about business terms.

F. Research Methodology

The research methodology will include some aspects, such as:

1. Method of The Research

This research uses qualitative method to elaborate the findings during the process. According to Subroto, qualitative is a research towards a problem that is not using statistical procedures and has a characteristic, i.e descriptive (5). The researcher attempts to find the business terms from Source Language
into Target Language and then to describe translation technique that are used to translate business terms in the agreement into Indonesian version.

2. Technique of Data Collection

The technique of data collection used in this research is bibliographical technique (*teknik pustaka*). It means that the data is acquired from written sources (Subroto 42). The written sources can be from books, journals, magazines, scientific papers, legislations and so on. The process of collecting the data is begun by some steps:

a) The researcher reading the source text and translated text clearly;

b) Then, marks the translation technique that occur in the translated agreement by comparing the business term from its original agreement;

c) The researcher collect and selects the data using random sampling method;

3. Technique of Data Analysis

The data that has been collected will be analyzed qualitatively by selecting the translation technique using random sampling (warsito 54) in which all data are written in small paper. Then, they are rolled up, and put in a box. After that, the researcher shakes the box and chooses the first 13 data that come out.

After comparing the business terms in source language and target language, the researcher identifies the translation techniques that occur and classifies them. The data that already classified will be analyzed using Molina and Albir’s theory of translation techniques.
4. Instrument of Analysis

Since the method of data collecting which is used in this research is bibliographical or documentation technique, the instrument applied of this research is data cards which are taken from the words and phrases of business terms.

5. Unit of Analysis

Analysis units in this research is Agreement for Exchange of Confidential Information document that was published by IBM Company and its translated document Perjanjian Kerja Sama Pertukaran Informasi Rahasia. This research unit takes priority on the translation techniques that are contained from the business terms in source language into target language.
CHAPTER II
THEORETICAL FRAMEWORK

A. Previous Research

There are some researcher related to this topic. Some of them will be reviewed as follow:

The first previous research from Basel Abd Al-Kareem Hijazi is “Assessment of Google’s Translation of Legal Texts” in 2013. This research focuses on legal text (contract) translation that had been done by the google translate. The research aims (1) to assess the performance of machine translation Google Translate in translating contract documents from English to Arabic and (2) to analyze the main errors in machine translation Google Translate in lexical and sintactic level. The finding shows that Google Translate is not successful in producing outputs which are fully comprehensible to the target reader nor does it render the accurate legal sense exhibited in the inputs. From a feasibility test perspective, Google Translate does not perform well in translating contracts. People who are aiming at translating legal texts are concerned in an ultimate alternative which is sworn or professional translator.

The differences between Kareem’s research and this research are this research focuses on the translation technique of business terms as the topic and tries to explain the result of the translation technique applied by related theories.
The second research is belongs to Iqma Qurrota A’yun titled “Translation Techniques of The Complex Sentences in Bilingual Textbook BIOLOGY 1 for Senior High School Year X published by Yudhistira” in 2013. The research talks about the translation techniques that have been used by the textbook translator to translate the complex sentences in bilingual textbook from Indonesian into English. The result shows that the translator uses only nine translation techniques, they were literal translation, borrowing, adaptation, reduction, particularization, amplification, generalization, transposition, and description. The rendering of meaning of the 113 sentences was mostly good. Although only 90 sentences were categorized as good by both experts, but the whole sentences can be understood easily because there were no deviated meaning. From the result, it can be concluded that literal translation dominated the translation techniques used by the translator. The differences between Ikma’s research and this research is in the focus of the study and the corpus. This research focuses on business terms translation and the corpus used is agreement.

The third is entitled An Analysis of The Translation Techniques Used in The Filipino Translation of The Short Story “Doubt” by Wilfreda (2014). The focus of the research is to find out the translation technique and the quality of the translation analysis to transfer the messages into Filipino. She used theories by Newmark (1988), and Carpio (1989) to analyze the text of short story. The result shows that there are six translation techniques used by the translator to translate short story from English into Filipino. These are: Transposition, reduction, functional equivalent, deleting, addition, modulation. In this case, transposition is
the most commonly used by translator. She was able to apply five other translation technique which are not in Newmark’s procedures. These are: substitution, deletion, transformation, splitting, and change of verb tense. This result implies that translator in Filipino can not fully rely on the translation procedures of Newmark because of the varied differences, needs, and demands of translating English into Filipino.

The differences between Wilfreda’s research and this research are this research focuses on the translation techniques of business terms and the result of the translation techniques applied using Molina Albir’s theory. Wilfreda uses short story from English into Filipino as the corpus on her research, meanwhile this research uses legal text (Agreement) translated from English into Indonesian.

B. Definition of Translation

Translation is an attempt to divert messages from one language to another, so we can not see translation as merely an attempt to replace text from one language to another text language (Sayogie 7). Regardless of the differences that exist, each expert translation grouping translation with different concept, but, essentially same, that is translating activities in transforming a form of source language into form of target language. Moreover, there are some definition of translation that revealed by some experts.

First, according to Newmark (5), “Translation is rendering the meaning of a text into another language in the way that the author intended the text.” Translation sometimes involves some kinds loss of meaning due to a number of factors. So, a good translation is not only seen from the changes in language, but
also transfer of messages. Furthermore, Larson defines translation as the study of language elements of the source language to determine the meaning of a text and reconstructing this same meaning with elements of language which apposite to the receptor language and its culture context, as he notes “Translation is studying the lexicon, grammatical structure, communication situation and cultural context of the source language text, analyzing it in order to determine its meaning, and then reconstructing this same meaning using lexicon and grammatical structure which appropriate in the receptor language and its cultural context.”

On other hand, Catford (20) states that translation as the replacement of the textual material in source language by equivalence textual in target language. An indication that equivalent in the process of translation is also emphasized by Nida and Taber who argue that translating consists of reproducing in the receptor language the closest natural equivalent of the source language message, first in terms of meaning and secondly in terms of style (12). So, the translation is not only the transfer of the closest meaning from source language into the target language text, but it is also should concern about style of the language itself.

From all definitions above, it can be concluded that the definition of translation is a process of transferring the messages in source language into target language clearly. In order to make the clear meaning of source language, it is expected that the meaning of target language can be understood by the readers. In translating a text, the translator is an important factor that effect the result of translation itself. The translator should have reliable knowledge and experience
about the SL and TL or the textual or contextual aspects. So, the result of translation must be readable.

C. Translation Process

The translation process usually used by a translator as a guide in translating text from the source language into the target language. According to Nida and Taber (33), the process of translation consists of three steps, analyze texts of source language, transfer, restructuring. The first step is analysis, translator analyzes about grammatical relationship and meaning of the word. In the transfer step, translator analyzes material of source and target language that is transferred base on the mind of translator. The material that has analyzed (X) is transferred to receptor text (Y), and then it is restructured to make final message that is acceptable in receptor language.

D. Principles of Translation

There is no universal translation that is accepted so far because many people who are qualified to formulate them have never agreed among themselves. But they have so often and for so long of making contradiction each other that they have bequeathed to us a volume of confusing thought such as the following according to Savory, as quoted by Sayogie (12):

1. A translation must give the words of the original.
2. A translation should read like an original work.
3. A translation should reflect the style of the original.
4. A translation should read as a contemporary of the original.
5. A translation may add to omit from the original.

6. A translation of verse should be in verse.

7. A translation must give the ideas of the original.

8. A translation should read like translation.

9. A translation should possess the style of the translation.

10. A translation should read as a contemporary of the translation.

11. A translation may never add to omit from the original.

12. A translation of verse should be in prose.

Savory’s principles above are describing the requirements in translating the source text for translator, especially a translator who wants to be a good translator. A translator should consider with the originality in translating text to make the reader read like an original text. So, Savory’s principles above give qualify to be a good translator.

E. Translation Technique

One of the theory about translation technique was proposed by Molina and Albir. They define translation technique as a procedure to analyze how translation equivalent can be applied to various units of language (word, phrases, clauses, or sentences). Translation techniques can also affect the result of the translation in small text units. According to Molina and Albir, translation technique has five characteristics:

1. Translation Techniques affect the result of the translation.

2. Techniques are classified by comparison on the text of the SL.

3. The technique is a micro level.
4. Techniques are not inter-related but based on a specific context.

5. Techniques are functional.

Each term has its own experts in determining a technique of translation, so it tends to overlap between techniques from an expert on one another. The technique is the same but have different terms. In terms of diversity of course these things are positive, but on the other hand related research will pose a difficulty in determining the terms of a specific technique. Therefore, in this case the researcher is using the technique of translation advanced by Molina and Albir. In addition to uniformity, the techniques presented Molina and Albir have gone through the complex with reference to research and compare with the techniques of translation that has been there from the previous translation experts. The following translation techniques advanced by Molina and Albir (509-511):

1. Adaptation

Translation technique that replaces the cultural elements of a typical in the SL with cultural elements that exist within the TL. This technique can be used if the element or elements of those cultures have equivalents in the TL.

(2) SL: His leg felt like a stone

TL: Tungkai kakinya seperti terpaku

2. Amplification (Addition)

Addition of common techniques applied in the activity of translation. This technique adds information that basically does not exist in the source text. The presence of additional information in the target sentence is intended to further clarify the concept conveyed the original authors to readers. In addition, this
technique is only the information that is used to assist in delivering the message or the understanding of the reader. These additions may not modify messages in the source language.

(3) SL: He came late.

TL: Pria muda itu datang terlambat.

3. Borrowing

Borrowing is directly transferred word, phrase or expression straight from source language into target language. This technique is divided into pure borrowing (borrowing without making any changes, for example is the word “flask disk”), and naturalized borrowing (the words of the SL was matched with the spelling of the TL, as the word "komputer" which comes from the word “computer”).

4. Calque

Calque is a special kind of borrowing whereby a language borrows an expression from another, but then translates literally each of its elements. It can be lexical or structural.

(4) SL: He is the new assistant manager

TL: Dia adalah asisten manajer yang baru.

5. Compensation

Translation technique that introduces or replaces the item information or stylistic effect in source language in other parts in the target language because it cannot be reflected in the same place as in the source language.
(5) SL: A burning desire to share The Secret with the world consumed me.

TL: Hasrat yang menyala-nyala untuk membagikan Rahasia kepada dunia membakar diri saya.

6. Description

Translation technique that replaces the term in the source language with the description in the target language. This technique is used when a term in the source language does not have a similar term in the target language.

(6) SL: I like panettone.

TL: Saya suka panettone, kue tradisional Italia yang dimakan pada saat tahun baru.

7. Discursive Creation

The use of equivalent translation techniques while away from their original context. These techniques often appear in the translation of titles of movies, books, and novels.

(7) SL: The Minangkabau Response to the Dutch Colonial rule in the Nineteenth Century.

TL: Asal-usul Elite Minangkabau Modem: Respons terhadap Kolonial Belanda XIX/XX. (Havid Ardi, 2010:400)

8. Established Equivalence

Translate terms in the source language term that is already prevalent in the target language. The term in the source language are generally based on a dictionary or phrase daily.
9. Generalization

Translate a term with the term that is already known well in public and known to the wider community. This technique is used when a term in the source language refers to a specific section, which parallel in the target language that does not exist and refer to the same section.

(9) *becak* translated to vehicle.

10. Linguistics Amplification

Translation technique that adds linguistics elements from source language into the target language. This technique is often used in interpreting or dubbing.

(10) SL: everything is up to you!

   TL: *semuanya terserah anda sendiri!*

11. Linguistics Compression

Translation technique that synthesize linguistics elements in the target text. This technique is often used in interpreting or dubbing, but opposition to linguistic amplification.

(11) SL: Are you sleepy?

   TL: *Ngantuk?*

12. Literal Translation

The translation technique to divert an expression in source language in the word of word into the target language and makes change to the conformity of source language grammar to target language grammar.
(12) SL: I will call you.

        TL: Saya akan meneleponmu.

13. Modulation

Translation technique that replaces focus, point of view or the cognitive aspect in relation to the source language, either lexical or structural.

(13) SL: Nobody doesn’t like it.

        TL: Semua orang menyukainya.

14. Particularization

Translation technique that uses term that is more concrete and specific. The technique contrasts with the technique of generalization.

(14) SL: She likes to collect jewelry.

        TL: Dia senang mengoleksi kalung emas.

15. Reduction

Reduction technique supresses the information item in target text. Compacting of information should not alter the text of the message in the source language. This technique is opposition of amplification.

(15) SL: She got a car accident

        TL: Dia mengalami kecelakaan

16. Substitution

Replace the linguistic elements into paralinguistic (such as intonation and gesture) or vice versa. It is used above all in interpreting.

(16) nodding head in Indonesia translated “Yes!”
17. Variation

Translation technique that replaces linguistic elements or paralinguistic which influence the linguistic variation. For example, a textual changes of tone, style, geographical dialect, or dialectical indicators.

(17) SL: Give it to me now!

TL: Berikan barang itu ke gue sekarang!

18. Transposition/shift

Translation technique that replaces the grammatical categories of the source language into the target language. This change is called “shift” by Catford or “transposition” by Newmark. Catford gives an idea on shift, namely “departure from formal correspondence in process of going from source language to target language” (73). Translation shift divided into two, they are: level shift and category shift (Catford 73).

a. Level shift

Language has two level, they are grammatical and lexical. Level shift occurs from grammatical to lexical or vice versa. The following example shows these shift:

(18) SL: John has gone shopping.

TL: John sudah pergi berbelanja.

The marker of perfective grammatical “has gone” in English is translated into “sudah” in Indonesian, and the word “sudah” is lexical. So, in the example above there the shift from grammatical level to lexical level.
b. Category shift

Category shift is departure from formal correspondence in translation. Catford refers uses unbounded where the translation equivalence may occurs in appropriate rank such as morpheme, word, phrase, clause, and sentence and rank-unbounded translation term where equivaalence is intentionally limited to ranks below the sentence (76). These are the following category shift:

b.1. Structure-shift

Structure shift is the most frequent category shift at all ranks in translation. It is occurs because of the change of grammatical structure in a sentence. This shift could occur due to the demand of grammar that is must, but can also be arbitrary because of the following writing style. There are few example:

(19) SL: chicken soup
    TL: sup ayam

(20) SL: stolen jewelry
    TL: perhiasan yang dicuri

From the example above, the noun phrase chicken soup in source language text is constructed of modifier (chicken) + head (soup), meanwhile in target text it become sup ayam which is contrusted of head (sup) + modifier (ayam). There are the shift of word order (first example), other get extra word (second example).
b.2. Class-shift

Class shift occurs when there is a shift of word class (kind word) in translation. Source language item translated with target language item which belongs to different grammatical class, example a verb translated into noun or adjective translated into noun.

(21) SL: mechanical engineering (adjective)
    TL: teknik mesin (noun)

b.3. Unit-shift

Every language has a pattern or grammatical system consisted hierarchy of five sets of language (Machali 20-23), namely: (1) morpheme, (2) word, (3) phrase, (4) clause, and (5) sentence. Unit shift occurs when translation results change those sets of language. If the shift occurs from lower unit to higher one (1 to 2, 1 to 3, and so on) is called upward rank shift. Conversely, when the shift from higher unit to lower one, is called downward rank shift.

(22) SL: Gravity (word)
    TL: Gaya tarik bumi (phrase)

Actually, the word “gravity” has its counterpart in Indonesian “gravitasi”. It means here the translator did translation shift or upward rank shift, it is not because the necessity of grammar, but the translator wanted his own choice of words.
b.4. Intra-system shift

Intra-system shift is caused by differences of grammar of two languages involved (Catford 79). This shift occurs internally within a system:

(a) The use of nouns as generic reference
(b) The use of plural nouns after plural determiners
(c) The concept of purity in certain nouns
(d) The concept of tenses (Catford 79-82).

Pay attention to the example below:

(23) SL: Many houses on the coast were swept away by the flood

TL: Banyak rumah di pinggir pantai tersapu banjir

The word “house” has to be plural in the grammar system, because of existing plural determiner in front of the word “house” determiner “many” in order to fulfill the rules of language. In Indonesian, when already there the marker indicates the plural in noun phrase, so the noun that follows it should not be plural (repeated word). So, “banyak rumah-rumah” may be ambiguous.

F. Legal Text

The object of this research is the Agreement for Exchange of Confidential Information which is a legal text. Thus, the translator need more discussion about what is the legal text. According to Todd, legal text or legal document is any written instrument that defines, declares, limits, or expands the legal rights or
privileges of a person or entity. The legal document can be signed, notarized or give times and dates of events, conversations or things that took place. The documents can be kept in a lawyer’s office, safe deposit box or hidden by a consumer until they are needed.

Moreover, Sarsevic (11) divided legal text into three groups based on their function. First, primarily prescriptive, such as laws, regulations codes, contracts, treaties and conventions. Second, primarily descriptive and also prescriptive, for example judicial decisions and legal instruments that are used to carry out judicial and administrative proceedings such as actions, pleadings, briefs, appeals, requests, etc. Third, purely descriptive, such as academic works written by legal scholars.

The rules in the legal document are the major of essentials rules. Legal document is needed in daily life. For example, if we want to go abroad, we need passport; if someone want to make a legal deal in business, he/she need contract document or written agreement to prove their business. There are a lot of types of legal document, such as: estate planning, business formation, contracts, agreement, real property, intellectual property, personal documents, court documents, and so on.

Legal documents are also important in business deals and personal affairs. Legal documents can function as agreements between two parties on how each will act in partnership and serve as a defense if one party violates the term of that agreement and gets taken to court. There are several definition about agreement. According to business dictionary, agreement is a negotiated and usually legally
enforceable understanding between two or more legally competent parties. Although a binding contract can (and often does) result from an agreement, an agreement typically documents the give-and-take of a negotiated settlement and a contract specifies the minimum acceptable standard of performance.

Todd defines contacts and written agreements as legal documents which not only define the legal rights or privileges of the parties involved, but also delineates the duties and obligations of the parties.

G. Legal Translation

Legal translation is a complex and special type of linguistic activity. According to Wikipedia, legal translation is the translation of texts within the field of law. Legal translation requires very specialist knowledge to ensure that there is no ambiguity in any of target language. Legal translation is thus usually done by specialized law translators or sworn translator. Translation of law has played an important role in the contact between different cultures in history and in our globalized world with the ever-increasing demand for legal translation.

In his journal, Chao defines that legal translation is a special area of translation activity. This is due to the fact that legal translation involves law and such translation can and often does produce not just linguistic but also legal impact and consequence, and because of the special nature of law and legal language. Legal translation can occurs in any kind, from statute laws to contract to courtroom testimony, is a practice that stand at the cross roads of legal theory and language theory.
In his journal, Smith defines that successful legal translation must meet the following requirements:

1) Accuracy and attention to detail;
2) Knowledge of the legal system, both of source and target language;
3) Familiarity with the relevant legal terminology;
4) Confidentiality;
5) Timely delivery of the translated documents.

A legal translator must acquire basic knowledge of legal systems, both of source and target language and familiarity with the relevant legal terminology. For example, when translating the Agreement into Indonesia, a translator must have sufficient knowledge about all aspects related to culture, the state business system, the law of the State of English as the source text and Indonesia as the target text. Legal translator or sworn translator shall accept confidentiality very seriously and be able to provide non-disclosure agreement.
A. Data Description

The collected data is derived from *Agreement for Exchange of Confidential Information* as source language and its translation text into *Perjanjian Kerja Sama Pertukaran Informasi Rahasia*. The text is taken from the official website of IBM Company at [www.ibm.com](http://www.ibm.com). The text has 3 pages which consists of 6 terms. Data of study are compiled by reading, comparing, collecting, and grouping the words and phrases on the agreement that mentioned in chapter one by the researcher.

After the all of the text is compared, this research finds 27 data of translation techniques of business terminology and the techniques consist 7 of type, they are: transposition, amplification, borrowing, calque, literal translation, variation and reduction. This research takes 13 data of business terminologies translation to analyze. The selected data is tabulated as following:

<table>
<thead>
<tr>
<th>No</th>
<th>Source Language</th>
<th>Target Language</th>
<th>Translation Technique</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Agreement</td>
<td>Perjanjian Kerja Sama</td>
<td>Amplification</td>
</tr>
<tr>
<td>2</td>
<td>Disclosure</td>
<td>Pemberian informasi</td>
<td>Transposition</td>
</tr>
<tr>
<td>3.</td>
<td>Database</td>
<td>Database</td>
<td>Borrowing</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>4.</td>
<td>Visual presentation</td>
<td>Presentasi visual</td>
<td>Calque</td>
</tr>
<tr>
<td>5.</td>
<td>Restrictive legend</td>
<td>Keterangan</td>
<td>Reduction</td>
</tr>
<tr>
<td>6.</td>
<td>Under common control</td>
<td>-</td>
<td>Reduction</td>
</tr>
<tr>
<td>7.</td>
<td>Voting shares</td>
<td>Saham dengan hak suara</td>
<td>Transposition</td>
</tr>
<tr>
<td>8.</td>
<td>Trademark, copyright, patent</td>
<td>Merek dagang, hak cipta, hak paten</td>
<td>Transposition</td>
</tr>
<tr>
<td>9.</td>
<td>Disclaimers</td>
<td>Pernyataan</td>
<td>Literal translation</td>
</tr>
<tr>
<td>10.</td>
<td>Export and import</td>
<td>Ekspor dan impor</td>
<td>Borrowing</td>
</tr>
<tr>
<td>11.</td>
<td>Respective successors</td>
<td>Pihak-pihak yang menggantikan</td>
<td>Variation</td>
</tr>
<tr>
<td>12.</td>
<td>Respective enterprises</td>
<td>Masing-masing perusahaan</td>
<td>Literal translation</td>
</tr>
<tr>
<td>13.</td>
<td>Product</td>
<td>Produk</td>
<td>Borrowing</td>
</tr>
</tbody>
</table>

**B. Data Analysis**

In this data analysis, the researcher analyzes the business terminology as data in this research by using translation technique theory proposed by Molina and Albir. The data can be seen as follow:

1. **Agreement**

   **SL**: Agreement for exchange of confidential information

   **TL**: Perjanjian kerja sama pertukaran informasi rahasia

   According to the data above, agreement which is business term is translated into perjanjian kerja sama. In this datum, the amplification technique was applied because the translator adds some specific details in translating the source.
language text. The translator adds the phrase “kerja sama” after the word “perjanjian” to give the additional information about what kind of agreement that written in the source language text. As mentioned on page 15 that amplification is a technique that introducing the details or information that are not exist in the source language text. In addition, this technique is only the information that is used to assist in delivering the message or the understanding of the reader. These additions may not modify messages in the source language.

The effect of using this technique is good since the translator enhances another element to give further information about what types of the agreement to the second party (buyer).

2. Disclosure

SL : Disclosure

TL : Pemberian Informasi

From the data above, disclosure which is business term is translated into pemberian informasi. It can be seen that there is a unit changing from a word into a phrase. Apparently, the word disclosure is a word translated into different rank pemberian informasi which is a phrase. The change process from word level into phrase level in translation can be recognized as transposition technique. According to Collins dictionary, disclosure is the act of giving people new or secret information. The translation result of pemberian informasi in target language text has same meaning with the source language text.

Actually, the word “disclosure” has its counterpart in Indonesian “pengungkapan”. It means here the translator did translation shift or upward
rank shift, it is not because the necessity of grammar, but the translator wanted his own choice of words in order to avoid ambiguity. As mentioned on page 21 that unit shift occurs when translation results change those sets of language. If the shift occurs from lower unit to higher one is called upward rank shift. Conversely, when the shift from higher unit to lower one, is called downward rank shift. In this data, transposition is the technique that used to change a grammatical category of the source language into the target language.

3. Database

SL : by initiation of access to Information, such as may be in a database; or
TL : dengan membuka akses informasi, misalnya dalam database; atau

The translation technique applied in translating database into database is borrowing (pure borrowing). The word in source language is taken over purely into the target language without any change. The componential analysis shows that the meaning components in the term database in English and database in Bahasa are same. The source language word database means a structured set of data held in a computer, especially one that is accessible in various ways (Oxford Dictionary) should be translated into basis data in the target language text which seem the similar concept in Bahasa. In this case, the translator uses the specific word database without spelling system and sound adjustment. The translation is success in the target language since the word database itself is common in the target culture especially in technology field. So, it is not necessary to transfer it into basis data.
4. Visual presentation

SL : By oral or visual presentation.

TL : Secara lisan atau dalam bentuk presentasi visual.

In this datum, the calque technique occurs. As mentioned on page 15 that calque is kind of borrowing whereby a language borrows an expression from another, but then each of its elements is translated literally. In this case, the phrase visual presentation is translated with linear substitution into target language. visual which comes as the first word from source language goes to second phrase in target language and vice versa. The word visual is purely borrowed from source language visual.

The word presentation which comes as the last word in source language goes to the first word in target language. Presentation is purely borrowed from source language presentation with writing system changes suffix ‘-tion’ in source language to ‘si’ in target language. The effect of using this technique is success since the message still conveyed properly to the reader even though it is translated word-for-word.

5. Restrictive legends

SL : Information should be marked with a restrictive legend of the Discloser.

TL : Informasi harus diberi keterangan oleh Pihak Pemberi.

In the datum 5 above, the translator translated restrictive legends into keterangan. Therefore, it can be concluded that the reduction technique is applied in this translation. As mentioned on page 19 that reduction means suppressing the information in source language item into target language item.
The source language *restrictive legend* is stamped or printed on the certificate or instrument, face or reverse, of restricted securities (Business dictionary) can be translated into *keterangan terbatas* in the target language text which has the same meaning. However, the translator only translates into *keterangan*. Eventhough there is reduction of elements no crucial information is dropped or reduced.

6. **Under common control**

SL: its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know.

TL: karyawannya yang perlu mengetahui informasi tersebut, dan karyawan badan hukum yang mengendalikan atau dikendalikan Pihak Penerima, yang perlu mengetahui informasi tersebut.

In the datum above, the translator omitted the phrase “under common control” in translating the target language. Therefore, it can be concluded that the **reduction technique** is applied since the omission of a linguistic aspect happened in this translation. From the datum above, it can be seen that the translator reduces elements found in the source language to translate ‘under common control’ into the target language. Reduction itself is the technique applied with partial subtraction, because the subtraction is considered not to cause the distortion of the meaning. The source language *under common control* is a condition where two or more persons, either through ownership, management, contract, or otherwise, are under the control of one group or person (USLegal.com) can be translated into *sepengendali* in the target language text.
which has the same meaning. Eventhough there is reduction of elements no crucial information is dropped or reduced.

7. Voting shares

SL : Control means to own or control, directly or indirectly, over 50% of voting shares; and

TL : Yang dimaksud dengan mengendalikan adalah memiliki atau mengendalikan, baik secara langsung maupun tidak langsung, 50% lebih saham dengan hak suara; dan

According to the datum 6 above, it can be seen that transposition technique namely structure shift occurs in this data. Although the noun phrase in source language is also translated into noun phrase. The phrase is shifted from modifier (adjective, voting) + head (noun, shares) into head (noun, saham) + modifier (adjective, hak suara) + extra word dengan. This structure shift due to the different linguistic system between English and Indonesian, in which English uses the form of modifier + head, meanwhile Indonesian uses the form of head + modifier. The researcher also considered that the effect of using this technique is good because the message conveyed properly although there is a change of grammatical order in this translation.

8. Trademark, copyright, patent

SL : Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.
In translating trademark, copyright, patent into merek dagang, hak cipta, hak paten the translator applied transposition technique, namely unit shift. The word trademark, copyright, patent which was a word level in the source language was turned into merek dagang, hak cipta, hak paten which was a phrase level in the target language. This change matches with the concept of transposition that is a technique of translation which involves replacing one word class with another without changing the meaning of the message.

9. Disclaimers

The datum above is the headline of the fifth provision in the agreement. The word disclaimers in the source language literally translated into pernyataan in the target language because the translator considers that it was the appropriate meaning in the TL culture. Therefore, the literal translation technique applied by the translator since there is no change in the structure in the TL text. Disclaimer means clause or statement in a document that tries to prevent creation of a warranty or contract (Business dictionary) is translated into pernyataan in target language which has the same meaning. Based on explanation above, the
researcher concludes that this technique considered acceptable since it already equivalent to the target language

10. Export, import

SL: The recipient will comply with all applicable export and import laws and regulations.

TL: Pihak penerima akan mematuhi semua peraturan perundang-undangan ekspor dan impor yang berlaku.

In the datum 9 above, occurs the borrowing technique, namely naturalized borrowing. The word export and import in the source language text is translated into the word ekspor and impor in the target language. Both have same meaning accuracy by changing the form because the translator translates the word without taking the pronunciation and modifying the spelling system. The adjustment occurs by omitting the phoneme “t” at the end of the word export and import.

We can also see in the second letter of the export, the consonant –x in source language became consonant –ks in target text. The effect of using this technique is good because the word ekspor and impor shared in Indonesian culture and has been commonly known by the readers.

11. Respective enterprises

SL: By signing below for our respective enterprises, each of us agrees to the terms of this Agreement.
TL : Dengan menandatangani perjanjian ini atas nama masing-masing perusahaan, masing-masing pihak sepakat untuk mematuhi ketentuan yang tercantum di dalamnya.

Reading the datum above and reflecting upon the translation, it is found that the meanings of the phrase in the source text are very closely followed in the target text, without any addition by the translator or demand from the culture of the target language. The selection of words and their meanings closely approximates to the source text in the case of literal translation because the phrases and their meanings have been picked up from the source language text and transferred directly to the target text. In this case, the phrase respective enterprises is literary translated into masing-masing perusahaan and both have the same meaning.

12. Respective successors

SL : Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

TL : Ketentuan dalam Perjanjian ini akan tetap berlaku setelah diakhiri Perjanjian ini, dan berlaku juga bagi pihak-pihak yang menggantikan atau yang ditunjuk.

In this datum, the translator tried to bring another variation in translating the word respective. In Bahasa, the word respective means masing-masing and if this sentence translated literally, it will be “masing-masing yang menggantikan” There would be a misunderstanding if it translated like this, so the translator gives
another style in translating the word *respective* and it becomes *pihak-pihak*. Therefore, the translation technique applied in this datum is **variation technique** considering that variation is the translation technique that replaces the linguistic or paralinguistic elements that affect aspect of linguistic variation. The effect of using this technique is good because the message conveyed properly since that has been mentioned above, if this datum literally translated, it would make the readers confused about the message.

**13. Product**

SL : providing to others products or services which may be competitive with products or services of the Discloser;

TL : menyediakan bagi pihak lain produk atau layanan yang menjadi saingan produk atau layanan Pihak Pemberi;

In the datum above, the translator used the **borrowing technique**. This technique is the simplest translation technique. It is used usually when there is a metalinguistic gap in the target language. The term *product* is equivalent with the translation *produk* as they share the same meaning components. The target language concept certainly matches with the source language concept in which both means *a good that most closely meets the requirements of a particular market and yields enough profit to justify its continued existence* (Business dictionary).

Therefore, *produk* is success and the best choice in expressing and covering the idea of the term *product*. The technique applied by translator in translating those word is called ‘naturalized borrowing’ which means the word
in source language can be naturalized to fit the spelling rules in the target language. The naturalized borrowing in this translation is marked by changing the letter /ct/ in the English version into letter /k/ in the Indonesian version. The term *produk* has been commonly and widely used in Indonesian and therefore the readers are quite familiar with this term.
CHAPTER IV

CONCLUSIONS AND SUGGESTIONS

A. Conclusions

After analyzing an overview about the translation techniques of business terminology in agreement for exchange of confidential information document, it can be concluded that in translating business terminology, the translator must consider the translation technique. The translation of business terminology must be appropriate in terms of form of the word without changing the meaning, especially in the written agreement. So, the readers can get a message and information in the agreement text.

Actually, there are many translation technique that could be used in doing translation, but just some of translation techniques used in translating business terms in this research. From thirteen data that has been analyzed, this research found 7 types of translation technique, they are: 3 transposition, 1 amplification, 3 borrowing, 2 literal, 1 variation, 1 calque and 2 reduction.

Translation like many disciplines of science was scientifically developed in the second half of the century. Dealing with the process of finding equivalence is the most significant issue existing among translator. The translator may do some modifications to get an accurate meaning and similar expression in the target language or it is found the similarities between understanding information of the source and the target language. Thus, it is not wrong if the translation techniques are required in translating business terminology to make the translation more clear and acceptable to the readers while read it.
B. Suggestions

The writer wants to give especially suggestions to:

1. For the translator of this agreement, he/she should be able to produce good work of translation because translating business terms is often more difficult than other types of technical translation because of the complexity of business terminology. It is better to try first by finding out equivalent of business terms in the target language before determining to adopt borrowing technique especially in the written agreement to avoid misunderstanding between two parties. It is a solution to solve the unsuccess and also to get the good effect of the translated text which contains some information;

2. For the next researchers, the researcher suggested to have more knowledge about the translation technique to get a result of translation which can be understood by the reader;

For English Letters Department, such as the books collection of translation in the library of faculty must be completed, so the student easier to finding so many references when they do their work or thesis especially translation of business terms.
WORKS CITED


James, Kate. *Cultural Implication for Translation*. Online Journal on Translation Journal in http://translationjournal.net/journal/22delight.htm

Kahaner, Steven. *Issues In Legal Translations*. Online Article on Ccaps Newsletter in http://www.ccaps.net/newsletter/06-05/art_3en.htm


## APPENDICES

### Agreement for Exchange of Confidential Information/
Perjanjian Kerja Sama Pertukaran Informasi Rahasia

<table>
<thead>
<tr>
<th>Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).</th>
<th>Tujuan dibuatnya Perjanjian Kerjasama Pertukaran Informasi Rahasia (&quot;Perjanjian&quot;) ini adalah agar Para Pihak dapat menjaga keamanan informasi rahasia (Informasi) ketika melaksanakan kegiatan usaha masing-masing. Para pihak sepakat bahwa ketentuan di bawah ini berlaku bila salah satu pihak (Pihak Pemberi) memberikan Informasi kepada pihak lain (Pihak Penerima).</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Disclosure</strong></td>
<td><strong>1. Pemberian Informasi</strong></td>
</tr>
<tr>
<td>Information will be disclosed either:</td>
<td>Pemberian informasi dilakukan:</td>
</tr>
<tr>
<td>1) in writing;</td>
<td>1) secara tertulis;</td>
</tr>
<tr>
<td>2) by delivery of items;</td>
<td>2) melalui barang/item yang diserahkan;</td>
</tr>
<tr>
<td>3) by initiation of access to Information, such as may be in a data base; or</td>
<td>3) dengan membuka akses informasi, misalnya dalam database; atau</td>
</tr>
<tr>
<td>4) by oral or visual presentation.</td>
<td>4) secara lisan atau dalam bentuk presentasi visual.</td>
</tr>
<tr>
<td>Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.</td>
<td>Informasi harus diberi keterangan oleh Pihak Pemberi. Jika Informasi tidak diberi keterangan atau dibebaskan secara lisan, Informasi tersebut akan dianggap rahasia pada saat diberikan.</td>
</tr>
<tr>
<td><strong>2. Obligations</strong></td>
<td><strong>2. Kewajiban Para Pihak</strong></td>
</tr>
<tr>
<td>The Recipient agrees to:</td>
<td>Pihak Penerima sepakat untuk:</td>
</tr>
<tr>
<td>1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and</td>
<td>1) mempertahankan Informasi milik Pihak Pemberi dengan hati-hati dan bijaksana, dan tidak memberikannya kepada pihak lain, mempublikasikannya atau menyebarluaskannya, sama seperti mempertahankan informasi miliknya sendiri yang tidak ingin diberi kepada pihak lain, dipublikasikan atau disebarkan; dan</td>
</tr>
<tr>
<td>2) use the Discloser’s Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.</td>
<td>2) memanfaatkan Informasi milik Pemberi sesuai tujuan diberikannya Informasi tersebut atau untuk kepentingan pihak Pemberi.</td>
</tr>
<tr>
<td>The Recipient may disclose Information to:</td>
<td>Pihak Penerima dapat memberikan Informasi kepada:</td>
</tr>
<tr>
<td>1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and</td>
<td>1) karyawanwannya yang perlu mengelola informasi tersebut, dan karyawan badan hukum yang mengendalikan atau dikendalikan Pihak Penerima, yang perlu mengetahui informasi tersebut. Yang dimaksud dengan mengendalikan adalah memiliki atau mengendalikan, baik secara langsung maupun tidak langsung, 50% lebih saham dengan hak suara; dan</td>
</tr>
<tr>
<td>2) any other party with the Discloser’s prior written consent.</td>
<td>2) pihak lain dengan persetujuan tertulis sebelumnya dari Pihak Pemberi.</td>
</tr>
<tr>
<td>Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.</td>
<td>Sebelum Informasi diberikan kepada salah satu pihak tersebut di atas, Pihak Penerima harus membuat perjanjian tertulis yang mewajibkan pihak tersebut mempertahankan Informasi sesuai ketentuan dalam Perjanjian ini.</td>
</tr>
<tr>
<td>The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.</td>
<td>Pihak Penerima dapat memberikan Informasi kepada pihak lain sejauh diperkenankan menurut undang-undang. Namun demikian, Pihak Penerima akan segera memberi tahu Pihak Pemberi sehingga Pihak Pemberi dapat mengupayakan langkah perlindungan.</td>
</tr>
</tbody>
</table>

INTC-4322-05 4/2001 (MK076)
3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

1) already in its possession without obligation of confidentiality;
2) developed independently;
3) obtained from a source other than the Discloser without obligation of confidentiality;
4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
5) disclosed by the Discloser to another without obligation of confidentiality.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

1) providing to others products or services which may be competitive with products or services of the Discloser;
2) providing products or services to others who compete with the Discloser; or
3) assigning its employees in any way it may choose.

The Recipient will comply with all applicable export and import laws and regulations.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month’s written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and

3. Jangka Waktu

Pemberian Informasi harus dilakukan mengikuti ketentuan dalam Perjanjian ini selama dua tahun sejak tanggal pertama kali diberikan.

4. Pengecualian

Pihak Penerima dapat memberikan, mempublikasikan, menyebarluaskan dan menggunakan Informasi yang:

1) sudah menjadi miliknya dan tidak perlu dijaga kerahasiaannya;
2) dihasilkannya sendiri;
3) diperelehnya dari sumber lain di luar Pihak Pemberi dan tidak perlu dijaga kerahasiaannya;
4) sudah menjadi milik umum saat informasi tersebut diterima, atau yang kemudian menjadi milik umum bukan akibat kesalahan Pihak Penerima; atau
5) dibarkan oleh Pihak Pemberi kepada pihak lain dan tidak perlu dijaga kerahasiaannya.

5. Pernyataan

INFORMASI DIBERIKAN OLEH PIHAK PEMBERI TANPA JAMINAN APAPUN.

Pihak Pemberi tidak bertanggung jawab atas kerugian yang terjadi akibat penggunaan Informasi yang diberikan sesuai ketentuan dalam Perjanjian ini.

Perjanjian ini maupun pemberian Informasi sesuai Perjanjian ini tidak membuat Pihak Penerima memperoleh hak atau izin atas merek dagang, hak cipta atau hak paten yang saat ini atau di kemudian hari dimiliki atau dipegang oleh Pemberi.

6. Umum

Perjanjian ini tidak mewajibkan salah satu pihak untuk memberikan atau menerima Informasi.

Salah satu pihak tidak dapat memberikan atau mengalihkan hak-haknya, atau mendelegasikan tugas atau kewajibannya dalam Perjanjian ini tanpa persetujuan tertulis sebelumnya dari pihak lain. Utpaya apapun yang diambil untuk ini dinyatakan tidak sah.

Diterimanya Informasi sesuai ketentuan dalam Perjanjian ini sama sekali tidak menghalangi Pihak Penerima untuk:

1) menyediakan bagi pihak lain produk atau layanan yang menjadi saingan produk atau layanan Pihak Pemberi;
2) menyediakan produk atau layanan kepada pihak-pihak lain yang menjadi pesaing Pihak Pemberi; atau
3) menugaskan karyawan dengan cara apapun.

Pihak Penerima akan mematuhi semua peraturan perundang-undangan ekspor dan impor yang berlaku.

Salah satu pihak dapat mengakhiri Perjanjian ini dengan menyampaikan pemberhentian tertulis satu bulan sebelumnya kepada pihak lain. Ketentuan dalam Perjanjian ini akan tetap berlaku setelah diakhirkannya Perjanjian ini, dan berlaku juga bagi pihak-pihak yang menggantikannya atau yang ditunjuk.
Para Pihak sepakat untuk mengabaikan ketentuan Pasal 1266 Kitab Undang-Undang Hukum Perdata Republik Indonesia sejah yang menyanyangkut perlunya putusan pengadilan untuk mengakhiri perjanjian yang memuat kewijiban bersama.

Para Pihak sepakat untuk menjalankan ketentuan undang-undang Republik Indonesia untuk mengatur, menafsirkan dan menjalankan hak, tugas dan kewajiban masing-masing pihak yang timbul atau berkaitan dengan pokok Perjanjian ini.


Perjanjian ini dibuat dalam Bahasa Indonesia dan Bahasa Inggris. Sejakinjg diperbolehkan oleh hukum yang berlaku, dalam hal terdapat ketidaksesuaian atau perbedaan penafsiran dengan teks Bahasa Indonesia dari Perjanjian ini, maka teks dalam Bahasa Inggris yang akan berlaku.

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Setelah ditandatangani, mohon kembalikan salinan Perjanjian ini ke "Alamat IBM" yang tertera di atas.

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