



FOREIGN-LANGUAGE DOCUMENTS

Introduction

ASDACS holds reciprocal agreements with numerous foreign copyright collecting societies. ASDACS collects retransmission royalties (film portion), held by Screenrights, for members of those societies when titles are screened in Australia. As such, director agreements for those members may have been written and signed in a language other than English.

ASDACS is not able to translate documents for other entities, or to ensure the veracity of a translation. Where documents are provided by competing parties, moreover, the onus is on that party to provide a certified translated version of the document alongside the original contract.

Reasoning

Screenrights is an Australian organisation. As such, ASDACS relies on the provisions of Australian legislation with regard to validating and recognising foreign-language contracts.

Section 1304(1) of Australia's *Corporations Act 2001* (Cth) states with regard to foreign-language legal instruments (including contracts) that:

Where under this Act a person is required to lodge an instrument or a certified copy of an instrument and the instrument is not written in English, the person must lodge at the same time a certified translation of the instrument into English.

As per this provision, ASDACS therefore will only accept foreign-language contracts as proof of a competing claim to disputed retransmission royalties where a certified translation has been provided.

Requirements

If documents are translated in a country outside Australia, the translator must be approved by the authorities in the country where the translation is made.

Where translation is performed by an Australian translator, that translator must be accredited by the National Accreditation Authority for Translators and Interpreters (NAATI). Accredited translators may be found at <https://www.naati.com.au/>.