

## Test Site Language Translation

### Policies and Procedures

## Test Site Language Translation—Policies and Procedures

The purpose of this policy is to create procedures for a candidate with a limited proficiency in the English language to allow them to take the Always Food Safe, Certified Food Protection Manager Exam in the candidate's native language, using an approved translator.

### Policy

Candidates with a limited proficiency in English are able to **hire and pay** for a qualified and approved translator to translate the Always Food Safe, Certified Food Protection Manager Exam during the exam session.

A "Qualified Translator" is defined as an individual who is fluent in both languages with a recognized skill in translation and trained in the principles of objective exam administration.

***The translator must fully complete the application form and be approved by the Always Food Safe Company before translating the exam for the qualified candidate, (examinee).***

The candidate and interpreter must comply with the policies and procedures listed below.

### Procedures

#### Candidate Responsibilities

The qualified candidate is required to:

- Arrange for and compensate the qualified translator. The Always Food Safe Company is NOT responsible for any fees associated with the translation of the exam.
- The candidate is required to co-ordinate with the proctor and translator with regards to test-site translation, time, date and location of the exam.
- A candidate may choose to bring a dictionary to help translate words from English to the examinee's native language. The candidate MUST present the dictionary to the proctor for inspection and approval prior to the exam.
- Provide documentation that demonstrates your need for language translation assistance.

Submit an **Exam Accommodation Application** and a **Test-Site Translation** application form to the Always Food Safe Program Manager **a minimum of ten (10) business days before the exam session. Also be sure to submit documentation that demonstrates your need for language translation assistance.**

If the translator has previously been approved by the Always Food Safe Company to translate the exam within the last 12 months, they do **not** need to re-submit the signed application forms.

If the required translator is not approved, the candidate can submit an appeal within seven (7) days of notice or may choose and submit an application for a different translator.

### Translator Responsibilities

A candidate must understand what is required of a translator and this should be explained to the translator. The Always Food Safe Company can help with informing the translator of their roles and responsibilities if required.

A translator is expected to:

- Complete and sign the **Test-Site Translation** application form
- Sign a **Confidentiality and Nondisclosure Agreement**
- Sign a **Conflict of Interest Disclosure** agreement to maintain the security of the exam prior to the examination.
- Be fluent in English and the required translation language.
- Have a recognized skill in language translation.
- Have training in the principles of objective examination administration.
- Have no personal relationship with the examinee, including being a relative, friend, co-worker, employer, or employee.
- Not hold current Food Protection Manager Certification.
- Prevent the accommodation from facilitating cheating in any way and demonstrate high ethical values with regards to testing standards.

A translator **MUST NOT**:

- Discuss the contents of the exam with the candidate.
- Assist the candidate in selecting exam answers.
- Disclose any or all of the contents of the exam, including specific questions and answers.

### Breach of Test-Site Translation Standards

Proctors will report any candidate or translator they believe are in breach of the test-site translation standards to The Always Food Safe Company.

Penalties for a breach of standards include:

- Denial or revocation of a candidate's certificate.
- Revocation of a translator's registration.
- If required, restitution of damages caused to The Always Food Safe Company as a result of the action.
- Referral for criminal prosecution, if applicable.

In the event of a breach of standards, at its discretion, The Always Food Safe Company will apply all, some, or none of the penalties and will notify the affected parties in writing.

The Always Food Safe Company will consider a written appeal submitted within seven (7) days of the receipt of penalty notice.

### Test-Site Translation Application

Any candidate with a limited proficiency in English may **hire and pay** for a qualified and approved translator to translate The Always Food Safe Company, Certified Food Protection Manager Exam during the exam session.

Please complete this form and submit it to the Always Food Safe Company at least 10 business days before the exam.

The Always Food Safe Company will co-ordinate with the ProctorU or with an approved, Always Food Safe Test Administrator selected by the candidate, and respond via e-mail within five business days with an approval, denial, or modification request.

#### Translator Information

Full Name:
Phone Number:
Email Address:

#### Translator Requirements

	Agree	Disagree
Fluent in both English and the translation language		
You have no personal relationship to the examinee		
Have a recognized skill in language translation		
You are not a certified Food Protection Manager or have an interest in food protection		
You will not provide cues or assistance to the examinee relating to the exam questions		
You are trained in the principles of objective examination administration		

**Translators are required to:**

	Agree	Disagree
Read and sign the Confidentiality & Non-disclosure Agreement and the Conflict of Interest Disclosure		
Attach references that verify their translation credentials		
Provide the full translation agreed upon by the proctor and The Always Food Safe Company, with no additions or detractions		
Prevent the examinee from using this accommodation to cheat		
Administer the exam in a separate, private room, free from any distractions		

If the chosen translator is not approved, the examinee may submit an appeal within **seven days of notice** or may choose to submit an application for a different translator.

**Translator**

Name (Printed)
Signature
Date

This form and required documentation can be mailed to: The Always Food Safe Company, attn. Awards and Examinations, 889 Montreal Circle, St. Paul, MN, 55102; or scanned and emailed to: [exam@alwaysfoodsafes.com](mailto:exam@alwaysfoodsafes.com).

## **Test Site Translator Confidentiality & Non-Disclosure Agreement**

This Agreement is effective as of the date below ("Effective Date"), by and between The Always Food Safe Company, LLC, and the person or entity described on the signature page below, therein the ("Assistant").

The Always Food Safe Company and Assistant are referred to herein as "Parties" and individually as "Party."

The Always Food Safe Company and Assistant recognize the need for The Always Food Safe Company to disclose to Assistant certain Confidential Information regarding The Always Food Safe Companies confidential examination materials for the Food Protection Manager examinations to be used only for Assistant providing confidential assistance to applicants taking the examination. ("Purpose") while insuring that such Confidential Information is protected. In consideration of the disclosure of such information by The Always Food Safe Company, the Assistant agrees as follows:

1. Definition. This Agreement shall apply to all Confidential Information disclosed by The Always Food Safe Company to Assistant. "Confidential Information" means non-public information designated by The Always Food Safe Company as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, including without limitation, examination materials, documents generated by the Assistant in carrying out the Purpose and related documents and information, and includes but is not limited to any verbal, electronic or written information, emails, text messages, materials, items and documents.
2. Nondisclosure and non-use. Assistant agrees to hold said Confidential Information in strict confidence and not to disclose the Confidential Information to any third parties for any reason. Assistant also agrees to use the Confidential Information only for the Purpose stated above. Assistant may not disclose the Confidential Information to anyone, including its employees and contractors without prior written permission of The Always Food Safe Company.
3. Copies and Disassembling. Assistant shall not make copies of any documents containing Confidential Information.
4. Notice of Misappropriation. Assistant shall promptly inform The Always Food Safe Company in writing of any misappropriation, unauthorized use, or disclosure of the Confidential Information and shall cooperate with The Always Food Safe Company in every reasonable way in The Always Food Safe Companies efforts to prevent further disclosure and to obtain possession of the misappropriated Confidential Information.
5. Return of Materials. Upon completion of the Purpose or upon request from The Always Food Safe Company, Assistant shall return to The Always Food Safe Company all documentation, materials and other items containing the Confidential Information and all copies thereof that are in Assistant's possession or control.

6. Ownership, License. Assistant recognizes and agrees that, as between the parties hereto, The Always Food Safe Company is the sole owner of the Confidential Information and that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to Assistant with respect to the Confidential Information or otherwise. Assistant does not own any translation or other document generated by Assistant in connection with this Agreement or otherwise.

7. Term. The obligations herein shall survive any relationship between the parties and continue indefinitely.

8. Equitable Relief and Fees. Assistant acknowledges that the unauthorized disclosure or use of the Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, Assistant agrees that The Always Food Safe Company shall have the right to seek an immediate injunction enjoining any breach of this Agreement, in addition to any other remedies to which it may be entitled including money damages. In any action to enforce this Agreement, the prevailing party will be entitled to its attorney's fees in addition to any other recovery awarded.

9. General Terms. This Agreement shall be binding on the successors and assigns of the parties hereto. This Agreement constitutes the entire agreement of the parties with respect to the subject matter in this Agreement and supersedes all prior oral or written agreements or understandings with respect to that subject matter. This Agreement shall only be modified in writing by document signed by both Assistant and The Always Food Safe Company.

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, and the parties' consent to exclusive jurisdiction and venue in the state and federal courts having jurisdiction for Minnesota.



### Test Site Translator Confidentiality & Non-Disclosure Agreement

Effective Date:

Assistant:	
Signature:	
Printed Name:	
Address:	
Phone Number:	
Email:	

Accepted by The Always Food Safe Company LLC

Signature:	
Printed Name:	
Title:	Responsible Officer (Awards & Examinations)
Date:	

This form and required documentation can be mailed to: The Always Food Safe Company, attn. Awards and Examinations, 889 Montreal Circle, St. Paul, MN, 55102; or scanned and emailed to: [exam@alwaysfoodsafec.com](mailto:exam@alwaysfoodsafec.com).



### Test Site Translator Conflict of Interest Disclosure

I confirm that I have no interests that conflict with my role of administering or assisting with administration of The Always Food Safe Company, Certified Food Protection Manager Exam.

If I have any interests that could conflict with my duties or that could be seen as potentially conflicting, I will report these to The Always Food Safe Company.

Interests that you must disclose:

- Having a personal relationship with any candidate/examinee, whether they are friends, family members, employees, or co-workers.
- Being a Certified Food Protection Manager.
- Having any other vested interest in Food Protection Manager examination or certification.

I also understand that I am not allowed to discuss the content of the exam with any candidate or to offer suggestions or help about the answers that the candidate should or should not select.

I will not reveal the sensitive or confidential information that I have access to in my role during the exam, nor will I reveal the contents of the exam, including the material covered by it, specific questions in it, or specific answers to anyone.

I affirm that I will be honest and trustworthy in my role in the examination, promising to prevent the candidate from cheating in any way.

I will act in accordance with high ethical and testing standards and uphold the copyright protections for the examination and the exam materials.

I understand that failure to adhere to this code of ethics could result in disciplinary action.

Name (Printed)
Signature
Date

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