

Addressing liability issues when using live text transcription (CART) for qualitative research data collection

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This is a follow-up on my [earlier research journal entry](#) on using live text transcription for qualitative research interviews.

I hadn't thought about legal issues behind live-transcribing qualitative research data collection (interviews, but possibly also observations) at all until [Mirabai](#) pointed it out, so I'm indebted to her for this crucial piece. There is not much precedence for liability in the CART (realtime transcription) world, and erring on the side of caution is a good thing, as in most legal matters. The issue is that a CART provider could be held liable if they release a transcript and then someone later says "I never said that!"

Because of this, some providers don't offer transcripts at all. Others offer only certified verbatim transcripts that they've checked over for complete, courtroom-level accuracy afterwards — an expensive and time-consuming proposition. Mirabai described her own policy:

I offer lightly edited transcripts (I scan through for any strokes flagged by my software as potential misstrokes, plus any places that I marked invisibly for myself that I screwed up and need to fix. Then I spell check and send it out) with no extra charge for internal use, with the disclaimer that I accept no responsibility for errors or omissions. My boilerplate is:

DISCLAIMER: The following was originally produced in the process of Communication Access Realtime Transcription for Deaf and hard of hearing members of the audience. It is not a verbatim record of events, and no liability is assumed by the CART provider for any omissions or mistranscriptions.

That seems a workable starting point. It seems that if the people being transcribed (the interviewee and interviewer) sign off on the document as being ok with them saying "we absolve the transcriptionist and are cool with this document, even if it may not be 100% verbatim," that solves the liability issue for realtime transcription providers.