

Code of professional conduct (individual members)



1. FUNDAMENTAL PRINCIPLE

Members of the Institute shall in all cases act in accordance with the high standards appropriate to a professional body and shall not act to the detriment of the Institute, its members or the profession or bring these into disrepute. In particular, members shall refrain from public attacks on the competence, reputation and honour of other members of the Institute or of a professional body of equivalent standing.

2. DEFINITIONS

Except where the context requires otherwise, in this Code: **Member** means any person admitted to membership of the Institute, regardless of category.

Principal means any legal or natural person from whom a member accepts work.

Work means translation, interpreting or the teaching thereof, or other activities connected therewith.

Articles means the Articles of Association of the Institute of Translation & Interpreting in force for the time being.

Institute, By-laws and **Council** have the same meaning as in the Articles.

Words importing the singular number shall include the plural number and vice versa.

Words importing the masculine gender shall include the feminine gender.

3. STANDARDS OF CONDUCT

3.1 Advertising

Members shall not infringe any accepted advertising standards nor make claims which they cannot substantiate.

3.2 Mutual assistance

3.2.1 Members shall assist each other in every practical way, and shall conduct themselves loyally towards their fellow members and the Institute.

3.2.2 Members who are approached with instructions to carry out work which they are unable to accept without infringing the provisions of this Code (in particular section 4 below) or which they cannot complete by the required date, shall endeavour to introduce the Principal to another member who has the necessary skills.

3.3 Dispersion of work

No member shall sub-commission or subcontract work without his Principal's prior knowledge and agreement, without defining the changed responsibilities, if any. Members acting as a company or agency shall disclose this fact to anyone to whom they subcontract work.

3.4 Exploitation of knowledge acquired

3.4.1 No member shall derive any gain from privileged information acquired in the course of work undertaken.

3.4.2 No member shall accept remuneration from any party in respect of work other than as contractually agreed.

3.4.3 Members shall carry out all work entrusted to them with complete impartiality and shall disclose any business, financial or other interest which might affect this impartiality.

3.5 Confidentiality

3.5.1 Members shall maintain complete confidentiality at all times and treat any information which may come to them in the course of their work as privileged information, not to be communicated to any third party without authority. They shall also require all those assisting them in their work to be similarly bound, subject to 4.4.4 below.

3.5.2 No member shall disclose privileged information about other members.

3.6 Media and Public Statements

In making public statements and in their contacts with the media, members must bear in mind that, if they have been identified as members of the Institute, their statements may be interpreted as representing the view of the Institute or of the profession and shall respond accordingly with dignity and professionalism.

4. STANDARDS OF WORK

4.1 Translation

4.1.1 Subject to 4.4 and 4.5 below, members shall translate only into a language which is either (i) their mother tongue or language of habitual use, or (ii) one in which they have satisfied the Institute that they have equal competence. They shall translate only from those languages in which they can demonstrate they have the requisite skills.

4.1.2 Subject to 4.5 below, members shall at all times maintain the highest standards of work according to their abilities, ensuring fidelity of meaning and register, unless specifically instructed by their Principals, preferably in writing, to re-create the text in the cultural context of the target language.

4.1.3 Individual members shall have sole responsibility and liability for work which they accept from Principals, whether or not this is delegated or subcontracted.

4.1.4 Members shall draw the attention of their Principals to any significant ambiguities, errors, omission or imprecise language in the material on which they work.

4.2 Interpreting

Members shall interpret impartially between the various parties in the languages for which they are registered with the Institute and, with due regard to the circumstances prevailing at the time, take all reasonable steps to ensure complete and effective communication between the parties, including intervention to prevent misunderstanding and incorrect cultural inference.

4.3 Competence

Subject to 4.5 below, members shall refuse work which they know to be beyond their competence, either linguistically or because of lack of specialised knowledge, unless the work is to be subcontracted to another translator or interpreter who has the necessary competence, in which case the provisions of this Code and in particular section 3.3 shall apply.

4.3A Continuing Professional Development

Members should endeavour to undertake continuing professional development, as appropriate, in order that they can continue to offer the highest possible standards of work by maintaining and updating their language skills, subject knowledge, or any other skills or knowledge necessary for their work.

4.4 Contractual arrangements

4.4.1 Members shall endeavour to accept work on terms and conditions which, as far as is practicable or agreed, are consistent with the Institute's Standard Terms of Business, but where no such terms are agreed, the Institute's standard terms shall be deemed to apply by default in any dispute resolution or arbitration proceedings.

4.4.2 Where members accept work on agreed terms they shall not unilaterally vary such terms without valid reason and giving the maximum possible notice to their Principal, except in cases of force majeure.

4.4.3 Where members receive work from a Principal who is acting as an intermediary they shall not make any direct contact with the Principal's client without the Principal's and the client's express agreement. If such agreement is given they shall not make any statements which may be detrimental to their Principal's business.

4.4.4 Members shall not accept work contrary to the provisions of this Code, except in the circumstances specified in section 4.5. They shall not knowingly mistranslate or misinterpret, even if instructed so to do, and shall not accept work which they believe may further any illegal or criminal activity, concerning which they shall have a duty of disclosure to the proper authorities.

4.4.5 Members who are employees of the Principal or are bound by a contract of services shall:

- give their employer loyal, willing and diligent service
- deal honestly with their employer's property
- not accept any work in breach of the terms of their contract of employment
- not accept any bribe, secret commission or corrupt inducement.

4.4.6 Members acting as Principals shall:

- wherever possible give preference to members of the Institute
- encourage and assist non-members employed in any capacity to improve their skills and also, in the case of translators and interpreters, to seek membership of the Institute.
- ensure that they and their employees and subcontractors observe all relevant clauses of this Code, especially section 4.1.3, and shall apply stated procedures to check work not carried out by themselves.

4.5 Exception

Where a Principal requires a member to carry out work in circumstances which contravene the provisions of 3.2.2, 4.1 or 4.3 above, the member may, exceptionally, accept the work provided always that:

- the member has taken appropriate steps, preferably putting his concerns in writing, to ensure that the Principal is fully aware of the risks involved
- the member has satisfied himself that the Principal is genuinely aware of the risks involved
- the Principal has expressly agreed to accept the risks involved, preferably in writing
- the work carries or is accompanied by a cautionary notice

5. GENERAL

5.1 Professional Standards Committee

The composition and conditions of operation of the Professional Standards Committee shall, in accordance with the Articles, be specified by the Council.

5.2 Application of the Code

Members shall be governed by this Code in all circumstances.

5.3 Arbitration

5.3.1 Any dispute which cannot be amicably resolved, either between members or, where the circumstances permit, between members and non-members, should be referred to the Institute for arbitration.

5.3.2 Where the Arbitration Committee finds any significant failure on the part of a member to meet the standards laid down in this Code, its findings may be passed to the Professional Standards Committee for disciplinary proceedings in accordance with 5.4 below.

5.4 Disciplinary proceedings

5.4.1 The Professional Standards Committee acting as the body appointed by the Articles to investigate allegations of dishonourable or unprofessional conduct or failure to achieve the standards set by the Institute will base its decisions and recommendations on this Code. In circumstances where this Code is silent the Committee may take into account wider considerations including the codes of conduct applicable to other professional bodies.

5.4.2 Where the Professional Standards Committee finds the allegations proved it shall report its findings to the Council.

5.5 Amendment

The provisions of this Code may be amended by a majority decision of the Institute's members present or represented at an annual or extraordinary general meeting, provided that due notice in writing is given.