



## IRISH TRANSLATORS' & INTERPRETERS' ASSOCIATION

## CUMANN AISTRITHEOIRÍ AGUS TEANGAIRÍ NA HÉIREANN

### CODE OF PRACTICE AND PROFESSIONAL ETHICS

#### 1. Preface

- 1.1. This Code of Practice and Professional Ethics lays down the standards of professionalism and integrity to which all members of the Association shall adhere with respect to their work as translators and interpreters;
- 1.2. A person, upon becoming a member of the ITIA in any category of Association membership, implicitly adheres to this Code;
- 1.3. In this Code, a translator is specifically that member of the profession who deals with written text, while an interpreter deals with the spoken word;
- 1.4. In this Code, both cognates are taken as interchangeable save where the Code itself indicates the specific profession.
- 1.5. The Code and any subsequent change to it shall be approved by the Annual General Meeting of the Association by not less than two thirds plus one of the members of the Association present and voting.
- 1.6. The Executive Committee shall have the power to enforce the provisions of this Code under the constitution of the ITIA;
- 1.7. This Code is subject to and recognizes the provisions of the Constitution of the Association, the laws of the Republic of Ireland and the directives of the European Union.

#### 2. Professionalism

- 2.1. Acceptance of an assignment shall imply a moral undertaking on the member's part to work with all due professionalism on it;
- 2.2. Members of the Association shall not accept any assignment for which they are not qualified or where they are not in possession of the specific translation tools outlined in the client's job specification;

- 2.3. Members of the Association shall at all times maintain standards of work at least commensurate with those required for admission to the ITIA;
- 2.4. Members of the Association shall in all cases behave in accordance with the highest standards appropriate to a professional body;
- 2.5. Members of the Association shall recognize the extent of their own competence in terms both of language and subject matter and refuse to accept, unless with the prior knowledge of their client, any work lying outside this competence or which he or she feels cannot properly be completed with accuracy and punctuality within the agreed deadline;
- 2.6. Members of the Association shall refrain from any action likely to discredit their profession or disadvantage their colleagues, in particular plagiarism, surreptitious sub-contracting or gazumping;
- 2.7. Where members of the Association have sufficient knowledge of some other language, translation/ interpretation may be made into same, subject to notifying the client in writing or email of any possible limitations;

#### 3. Confidentiality

- 3.1. By the very nature of the profession, members of the Association are privy to a range of confidential texts and verbal information in a variety of situations where disclosure to third parties must never be made;
- 3.2. Members of the Association must be discreet and confidential at all times in their dealings with a client;
- 3.3. Members of the Association shall not derive gain from information they may

have acquired in the course of their work.

#### **4. Impartiality**

- 4.1. Members of the Association shall endeavour to the utmost of their ability to provide a guaranteed faithful rendering of the original text which must be entirely free of their own personal interpretation, opinion or influence;
- 4.2. The client's approval must be sought before making any addition or deletion which would seriously alter the original text or interpretation;
- 4.3. Where an interpreter or translator is working in any matter relating to the law, the client's statements must be interpreted or translated by the idea communicated without cultural bias in the presentation, by the avoidance of literal translation in the target language or by giving of advice in the source language.

#### **5. Working conditions**

##### **5.1. Translation**

- 5.1.1. Members of the Association shall, in principle, translate into their mother tongue;
- 5.1.2. Members of the Association shall not append any name to the translated text other than their own true name.
- 5.1.3. Members of the Association shall refuse to accept work which they believe to be intended for illegal or dishonest purposes, or to be against the public interest;
  - 5.1.3.1. Where such work is refused, the member shall advise the competent authorities and / or the Executive Committee of the Association as appropriate;
- 5.1.4. The use of another translator's draft translation as a basis for a final work and with his/her prior permission, or use of an intermediary translation in some other language, must be brought to the knowledge of the client for his prior approval and must subsequently be duly accredited.

##### **5.2. Interpretation**

- 5.2.1. Interpreters shall, when and where appropriate, make known to the client and to other relevant parties the working conditions laid down in this Code of Practice and Professional Ethics:
  - 5.2.1.1. by supplying a copy of the Code or indicating its

availability on-line;

- 5.2.1.2. by verbally translating the relevant Articles of the contents of the Code to a client;

5.2.2. Interpreters shall not accept more than one assignment for the same day and time;

5.2.3. Interpreters shall not undertake, as a general rule, either open simultaneous or whispered interpretation unless the circumstances are exceptional and the quality of work is not impaired;

5.2.4. Interpreters shall not, as a general rule, when interpreting simultaneously, work either alone or without a colleague being immediately available for relief;

5.2.5. Interpreters shall request a briefing session with their client or with other relevant parties when and where appropriate;

5.2.6. Interpreters shall require direct sight of the speaker and the conference room and may thus refuse to accept the use of television monitors except in the case of video conferencing post-video interpreting;

5.2.7. Interpreters shall require the relevant working documents and texts, to be read out at the conference or to be used in court, be sent to them in advance.

#### **6. Professional standards**

6.1. The Association does not, and will not, support translation or interpreting work done in the Republic of Ireland into or out of any other language on behalf of a citizen of the Republic or other nationality by:

6.1.1. amateurs;

6.1.2. children, minors, teenagers, wards of court, family members of the person;

6.1.3. undocumented non-nationals or refugees whose status in the State has not yet been determined;

6.1.4. persons related by blood, marriage or relationship to the client;

6.1.5. students attending third level institutes or colleges;

6.1.6. in certain and specific circumstances of custom and religion, a person of the opposite sex;

6.1.7. persons who are not members of the ITIA, the *Association Internationale des Interprètes de Conférence* or a recognised or associated body of the *Fédération Internationale des Traducteurs*.

- 6.2. Members of the Association shall
- 6.2.1. assist and be assisted by their colleagues where practicable and shall behave loyally towards them and towards their Association;
  - 6.2.2. endeavour to recommend suitable colleagues where work offered is not in their field, language pairs or cannot be completed in the time allowed;
  - 6.2.3. not accept any assignment which offends their personal or moral beliefs.

## **7. Disagreements and disputes**

- 7.1. Where a dispute or professional difference arises between a member of the Association and a client, this shall be settled where possible by an Arbitration Board appointed by the Association which shall be of guaranteed impartiality, easily accessible and inexpensive.
- 7.2. In a dispute between a client and a member of the Association, the decision of the Arbitration Board is binding for the member;
- 7.3. In a matter disputed between colleagues, a decision of the appointed Arbitration Board may be appealed by either of the parties involved by the calling for a Special General

Meeting of the Association within thirty days of the date of the given arbitration decision;

- 7.3.1. The decision of a Special General Meeting is binding on both members of the Association.

## **8. Advertising and remuneration**

- 8.1. Members of the Association are entitled to advertise and otherwise make known their services, provided this is done in factual, relevant and credit-worthiness fashion;
- 8.2. Members of the Association shall avoid acceptance of work at rates of pay unreasonably below those professional rates prevailing, nationally or internationally, within the professions.
- 8.3. Members of the Association shall endeavour to seek, for their profession, the status generally accorded to others, particularly in respect of copyright protection, proper share in the reward due to any published work in which he or she has participated, and appropriate recognition by the revenue authorities.

Dublin, October 2005