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CODE OF ETHICS

Considering the important role played by translators and interpreters in facilitating and promoting international communication and understanding,

Seeking to ensure that a high level of professionalism is achieved and maintained in translating and interpreting,

FIT-Europe has therefore issued this Code of Ethics laying down the basic rights and obligations of translators and interpreters as a non-exhaustive guide for its member associations.

1. GENERAL CONDUCT

1.1 Basic principle

Translators and interpreters shall always seek to maintain the highest standards in their work and serve their clients in the best possible way. In their relations with clients, with each other and with the public at large, they shall at all times act in a manner that does not bring the profession into disrepute.

1.2 Responsibility

Translators and interpreters have sole responsibility and liability for their work; any exclusion of liability has to be expressly agreed in writing. They shall not knowingly mistranslate or misinterpret. Instructions received from the client cannot justify deviation from this Code, unless required by law.

1.3 Impartiality

Translators and interpreters shall carry out their work with complete impartiality and not express any personal or political opinions in the course of the work.

1.4 Confidentiality

Translators and interpreters shall maintain complete confidentiality at all times and treat any information received in the course of work as privileged, except when the law requires or authorizes disclosure. They shall ensure that any person assisting them in their work is similarly bound. This confidentiality requirement continues beyond the respective assignment and also applies vis-à-vis persons who have acquired knowledge of the relevant information from another source.

1.5 Exploitation of knowledge acquired

Translators and interpreters shall not derive any gain from privileged information acquired in the course of work undertaken. In particular, they shall not interfere in a client's business relations with his/her customers.

2. QUALIFICATIONS

2.1 Competence

Translators and interpreters shall only work in languages and subject areas for which they are qualified and have the requisite skills. Translators should translate only into their mother tongue, their language of habitual use or a language in which they have proven equivalent competence.

2.2 Self-development

Translators and interpreters must keep up to date with developments in the profession and the relevant tools by means of continuing professional development.

2.3 Titles

Translators and interpreters shall only use academic or other titles which they are permitted to use by law.

3. RELATIONS WITH FELLOW TRANSLATORS/INTERPRETERS

3.1 Competition

Translators and interpreters shall refrain from unfair competition (e.g. predatory pricing) and from public attacks on the reputation and competence of other translators and interpreters. Any criticism of another translator's or interpreter's work shall first be expressed directly to the person concerned as objectively as possible.

3.2 Advertising

Translators and interpreters shall not infringe accepted advertising standards, nor make claims which cannot be substantiated. They may mention a client as a reference only with his/her prior consent.

3.3 Assistance

Translators and interpreters, especially those belonging to professional associations, should assist each other where practicable. If offered work they are unable to accept, they should try to recommend to the client another translator or interpreter who has the necessary skills.

3.4 Business takeover

Translators and interpreters may take over a colleague's business, provided that they are suitably qualified and do so on reasonable terms and conditions.

3.5 Partners, employees and subcontractors

Relations with partners, employees or subcontractors are also governed by this Code where applicable. Inter alia, these persons must be granted reasonable remuneration for the services rendered.

4. PERFORMANCE OF WORK

4.1 Acceptance

Translators and interpreters are free to accept or turn down work, subject to any legal constraints. They must decline work if it results in a clash of interests, if they believe it is intended for illegal or dishonest purposes or if they know that their own capacity, working conditions or time will prevent its proper completion. When declining work, they must do so without delay.

4.2 Contracts

Translators and interpreters should always seek to sign a written contract in advance of an assignment. The contract should, inter alia, specify the deliverables, deadlines, quality assurance methods, copyright, ownership of any translation memories used, payment modalities and access to background information.

The client must be informed as early as possible if it becomes evident that an agreed deadline cannot be met. If facing insoluble difficulties, the translator must advise the client promptly so that they can jointly decide on how to proceed.

Where applicable, written authorization for the translation of a work must be obtained in advance from the author of the work.

A fixed quotation in writing can only be made if the full scope of the work to be performed is known. It must explicitly state that services not specified in it will be charged at current rates.

4.3 Methods and Procedures

4.3.1 Translating

Translators shall at all times maintain the highest level of work, ensuring fidelity of meaning and register, unless demanded otherwise by the client. They should seek to apply the relevant European standards (e.g. EN 15038: Translation services – Service requirements), especially as regards the revision of their work.

They should draw the client's attention to any significant errors or ambiguities in the source text. If the client is acting as an intermediary, they must not directly contact the client's own customer without the client's prior consent.

Translators shall refrain from plagiarism; use of another's translation must be duly accredited.

4.3.2 Interpreting

Interpreters shall take all reasonable steps to ensure complete and effective communication between the parties, including intervention to prevent misunderstanding and incorrect cultural inference. They should seek to apply the relevant European or national standards.

Court interpreters shall always be mindful of the overriding interest of justice.

4.4 Distribution of work

Translators and interpreters shall not distribute work to colleagues, partners or subcontractors without first obtaining the client's consent. When distributing work, they must not withhold an unreasonable portion of the fee. If acting as a company or agency, they must disclose this to anyone to whom they subcontract work.

They shall ensure that colleagues, partners, employees or subcontractors performing such distributed work observe all the relevant clauses of this Code.

5. DISPUTES

In the event of any disputes between a translator or interpreter and his/her colleagues or clients or in the event of any infringement of this Code, the matter should preferably be settled by arbitration, for which appropriate rules of procedure must be put in place.

Disputes with clients can be avoided by the translator or interpreter responding appropriately to a client's criticism which is legitimate and expressed directly to the translator or interpreter. If time permits and if given a fair opportunity, the translator should correct any proven fault in the work submitted, thus avoiding a cause for the withholding of payment or even cancellation of the contract by the client.

6. AMENDMENTS

Amendments to this Code must be approved by the General Meeting of FIT Europe.