

INSTITUTE OF LINGUISTS

CODE OF PROFESSIONAL CONDUCT

1. **Applicability**

This code shall apply to all individuals and corporate bodies admitted to membership of the Institute of Linguists (hereinafter: the Institute), regardless of membership category. It shall furthermore apply to all aspects of their conduct not of a linguistic nature which may affect the standing of the Institute and/or of the profession.

2. **Definitions**

2.1 For the purpose of this Code, a Linguistic Practitioner (hereinafter: Practitioner) is any person admitted to any category of membership of the Institute in accordance with its Articles or Bye-laws.

2.2 A Principal shall be any person or body from whom the Practitioner accepts work.

2.3 The term "work" includes translation, interpreting, teaching, using languages in promoting a business and any other activity requiring linguistic skills.

2.4 A professional body of equivalent standing is any organisation, in the United Kingdom or abroad, which applies a code of professional conduct to its members which the Institute holds to be equivalent to its own.

3. **Overriding Principle**

Members shall always act in accordance with the high standards appropriate to a professional body and shall not knowingly take action detrimental to the Institute, its members and/or the profession; in particular by showing religious, racial, political or sexual prejudice. They shall at all times seek to promote and enhance the reputation of professional language work.

4. **Scope of work which Practitioners may undertake**

4.1 Practitioners who act as translators shall work only into the language registered with the Institute as their mother tongue or language of habitual use. They shall translate only from those languages in which they can demonstrate that they have the requisite up-to-date linguistic skills. Practitioners who act as interpreters shall have an appropriate command of the spoken languages between which they interpret, including dialects and current idioms and cultural background. All Practitioners shall have a sound mastery of their target language(s).

4.2 Practitioners shall refuse any work which they know to be beyond their competence, either linguistically or because of lack of appropriate specialist knowledge, unless the work is to be subcontracted to, or revised by another Practitioner with the necessary competence and providing such subcontracting or revision is agreed with the Principal.

- 4.3 Nevertheless, if a Principal requests that a Practitioner carry out work which is beyond the Practitioner's linguistic or specialist competence, the Practitioner shall
- a) ensure that the Principal is fully aware of the risks involved,
 - b) ensure that the Principal fully accepts the risks, and
 - c) wherever possible, state the risks in writing to the Principal.

5. Obligations of Practitioners to Principals

- 5.1 Practitioners shall carry out all work entrusted to them with complete impartiality. They shall also immediately disclose to the Principal any interest on their part which might jeopardise impartiality. Interpreters shall normally intervene only for the purpose of clarification, for instance to prevent misunderstanding and incorrect cultural inference.
- 5.2 Practitioners shall disclose to Principals any financial, business or other interest they may have in the work entrusted to them.
- 5.3 When Practitioners accept work from Principals, the outcome is their sole responsibility, whether the work is performed by the Practitioners themselves or delegated/subcontracted to another Practitioner or Practitioners, unless it is carried out under the terms of 4.3.
- 5.4 Practitioners shall at all times strive to provide work of high quality and maintain such high quality in all their work.
- 5.5 Practitioners shall not disclose any privileged knowledge they acquire of a Principal's business to any third party. Such knowledge may include working procedure, lists of clients, specialist terminology, commercial secrets and manufacturing procedures.
- 5.6 Practitioners shall treat all work entrusted to them with complete confidentiality. They shall use their best endeavours to ensure that this is also observed by practitioners, checkers, revisors, editors or other individuals sub-contracted or employed by the Practitioner on a permanent or free-lance basis.
- Confidentiality shall also be observed by colleagues whom the Practitioner may consult on linguistic or terminological difficulties. The duty of confidentiality shall normally extend beyond the completion of a particular task or the cessation of the employment of the Practitioner by a particular company or other body.
- 5.7 Practitioners who act as translators or interpreters shall translate or interpret faithfully. Fidelity shall be observed in both meaning and register, except where a literal rendering or a summary is specifically required by the Principal.
- 5.8 Practitioners shall use their best endeavours to draw the attention of their Principal to any significant ambiguities, errors or imprecise terminology in the source texts.

- 5.9 When Practitioners receive work from a Principal, they shall not make any direct contact with the Principal's client without the Principal's express agreement. If such agreement is given, they shall not make any statements which may be detrimental to their Principal's business.
- 5.10 A Practitioner working on a freelance basis or a Corporate Member shall proceed in accordance with their Standard Terms of Business, which shall preferably be based on the Institute's Model Terms of Business. Practitioners shall make every endeavour to complete work by agreed target dates and shall not unilaterally cancel any assignment without valid reason and due notice to the Principal.
- 5.11 Practitioners shall not accept any work which would involve an infringement of this Code, nor shall they knowingly agree to mistranslate or misinterpret if instructed to do so by a Principal. They shall not accept any work which they believe might result in their being prosecuted for criminal behaviour.
- 5.12 Practitioners shall not subcontract work without their Principal's knowledge and agreement or unless recipients are known to the Principal in the capacity of an agency or company. Similarly, Practitioners acting as an agency or company shall disclose this fact to anyone to whom they subcontract work.

6. Employed Practitioners

Practitioners who are employees shall

- a) give their employers loyal, willing and diligent service;
- b) deal honestly with their employer's property;
- c) not undertake any other work, paid or unpaid, which might be detrimental to their employer in any way, but this need not prevent them from working for more than one Principal; and
- d) not accept any bribe, secret commission or corrupt inducement.

7. Practitioners, including Corporate Members, acting as employers

7.1 Practitioners acting as employers shall

- a) as far as possible, employ only individuals who are members of the Institute or of professional bodies of equivalent standing;
- b) where individuals are employed who are not members of the Institute or of a professional body of equivalent professional standing, the employing Practitioners shall ensure that such individuals have the requisite skills or shall train them to acquire such skills and encourage them to qualify for membership of the Institute;
- c) observe all the applicable clauses of this Code and ensure that they are observed by all subordinates.

8. Practitioners, including Corporate Members, acting as agents

Practitioners who act as agents shall seek to ensure

- a) that, as far as possible, they subcontract work only to members of the Institute or of a professional body of equivalent standing,

b) that all written work is rigorously checked by the Practitioners themselves, by checkers/revisors employed by themselves on a permanent or freelance basis or by checkers/revisors employed by the agent, unless otherwise agreed with the Principal. If Practitioners elect to carry out self-checking or to arrange for independent checking themselves, the agents shall perform random checks at regular intervals to ensure that the quality of work is adequate.

9. Relations with other Practitioners including members of other professional bodies deemed to have equivalent standing

9.1 Practitioners shall endeavour to assist each other in every reasonable way, e.g. in over-coming terminological or other linguistic difficulties, or by suggesting references etc.

9.2 If they are unable to accept a particular assignment for any reason, Practitioners shall endeavour to introduce Principals to other Practitioners, preferably members of the Institute who have the relevant competence and are in a position to accept the work.

9.3 Practitioners shall refrain from public attacks on the competence, reputation and honour of other Practitioners who are members of the Institute or of a professional body of equivalent standing. Practitioners shall be objective in assessing the work of other Practitioners who are members of the Institute or of a professional body of equivalent standing.

9.4 In contact with the media and in public statements, Practitioners shall 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 Practitioners in general and shall respond accordingly with dignity and professionalism.

9.5 Practitioners shall not disclose any details relating to other members of the Institute other than those details published in the Institute's Directory without first obtaining the permission of those members.

10. Advertising

Practitioners shall not infringe any accepted advertising standards or make claims which they cannot substantiate.

11. Implementation and enforcement

11.1 The Code shall form the basis for judging all complaints against members. A member found to have infringed the Code in any respect may, subject to appeal, be admonished, suspended or excluded from membership. Complaints are heard by the Disciplinary Committee and appeals by the Disciplinary Appeals Committee.

11.2 The disciplinary committees shall have absolute discretion in the interpretation of this Code. Where appropriate, they may have regard also to the codes of conduct of other professional bodies.

11.2 The Institute reserves the right to vary any provisions of this Code.