



## *Code of professional conduct (corporate members)*

### 1. FUNDAMENTAL PRINCIPLE

Members of the Institute shall in all cases act in accordance with the high standards appropriate to a professional body.

### 2. DEFINITIONS

In this Code (save where the context requires otherwise):

**Member** means any translation company or agency or any other form of corporate body admitted to Membership of the Institute in accordance with the Articles or Bye laws of the Institute engaging in the business of subcontracting or selling translation or interpreting services.

**Principal** means a person or body by whom a member is instructed to do work. A Principal may be a direct client, or another member, or any person or body from whom a member accepts work.

**Relevant business** means a business in which linguistic skills are commercially exploited.

The **Articles** means the Articles of Association of the Institute of Translation and Interpreting in force for the time being.

The **Institute**, the **Bye-laws** and the **Council** have the same meanings as in the Articles.

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

Words importing the masculine gender only shall include the feminine gender.

### 3. STANDARDS OF CONDUCT

#### 3.1 Advertising

Members may make their availability and experience known by means of a direct approach to individuals and organisations and may advertise, provided the statements made are, in substance and presentation, factual, relevant, and neither misleading nor discreditable to the profession.

#### 3.2 Mutual Assistance

3.2.1 Members shall assist each other in every practicable way, and 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 date required, shall use their best endeavours to introduce the enquirer to another member having the necessary skills.

#### 3.3 Dispersion of Work

Members shall remain fully responsible to their Principal for work entrusted to them, whether this work be carried out in-house or by a subcontractor.

#### 3.4 Exploitation of Knowledge Acquired

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

3.4.2 Before members accept work, they shall disclose any business, financial or other interest which they may have in the subject to be handled other than a purely linguistic one.

#### 3.5 Secrecy

Members shall treat any information which may come to them in the course of their work as a professional secret not to be communicated to any third party without their Principal's written authority.

### 4. STANDARDS OF WORK

#### 4.1 Languages

Subject to 4.3 and 4.4 below, members shall only accept work involving languages in which they can offer a level of competence consistent with the standard implied by membership of the Institute.

#### 4.2 Subjects

Subject to 4.3 and 4.4 below, members shall only accept work which they know to be within their competence, either linguistically or because of specialised knowledge, unless the work is to be sub-contracted to another individual or corporate source having the necessary competence, in which case the provisions of this Code and in particular 3.3 shall apply.

#### 4.3 Maintenance of Standards

Subject to 4.4 below, members shall at all times maintain standards of work at least equal to those required for admission to the Institute.

#### 4.4 Disclaimer

If a Principal shall nonetheless request a member to carry out work notwithstanding the provisions of sections 4.1, 4.2 or 4.3 above, the member may exceptionally accept such work provided always that:

- (a) the member has taken appropriate steps to ensure that the Principal is fully aware of the risks entailed;
- (b) the member is satisfied and has reasonable grounds to believe that the Principal is genuinely aware of the risks entailed;
- (c) the Principal has expressly agreed to accept the risks entailed;

(d) the risks entailed are clearly reiterated in a written statement addressed to the Principal.

### 5. GENERAL

#### 5.1 Application of Code

Members shall in all cases be guided by this Code, and shall ensure that this Code is applied in the conduct of their relevant business.

In circumstances not covered by this Code, members shall not act in a dishonourable or unprofessional manner or in any way likely to prejudice the welfare of the Institute or to bring the Institute into disrepute, and shall take care to maintain standards of work as specified in 4.4.

#### 5.2 Disciplinary Proceedings

The Institute's Articles, or other such Articles as may replace those Articles from time to time, confer on the Council of the Institute powers to enforce standards of conduct and of work upon Members. In applying these powers in individual cases, the Council and any tribunal appointed by the Council shall have due regard for the provisions of this Code, and demonstrable failure to observe the provisions of this Code shall be prima facie justification for the Council to institute disciplinary proceedings in accordance with the said Articles.

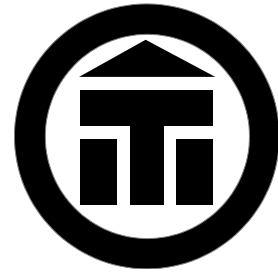
#### 5.3 Arbitration

In the event that the matter cannot be resolved amicably between the parties, members should refer disputes between themselves and other members, and whenever circumstances will permit between themselves and persons who are not members, to arbitration by the Institute.

Such arbitration shall be carried out jointly by the Chairman (or a substitute appointed by him in writing) and two Members of Council having (where desirable) specialised knowledge of the subject or language to resolve the matter in dispute: if no Member of Council has such specialised knowledge, the Council may appoint an expert in place of one Member of Council. The reasonable costs and expenses of the Council in this connection shall be met proportionally by the parties. The decision of the joint arbitrators shall be final and binding on both parties.

Informal assessments may be provided by ITI in suitable circumstances.

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*ITI Code of Professional Conduct  
for Corporate Members*

***Declaration***

***I, (first name)*** \_\_\_\_\_

***(surname)*** \_\_\_\_\_

***of (company name)*** \_\_\_\_\_

***have read the ITI Code of Professional Conduct for Corporate  
Members and hereby agree to abide by it.***

***Signature:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_

