

CODE OF ETHICS
(Revised October 17, 2009)

SCHEDULE A

This Code shall be effective from the date of its adoption by the Membership at a General Meeting (as defined in ATIA's By-Laws) and shall supersede all previous versions.

1. DEFINITIONS

All of the definitions in the ATIA's By-Laws apply to this Code of Ethics.

Associate Member(s) - shall mean a member of the ATIA who has met the requirements set out in section 2.5 of the ATIA's By-Laws.

Association or ATIA - shall mean the Association of Translators and Interpreters of Alberta.

Certified Member(s) - shall mean a member of the ATIA who has met the requirements set out in section 2.4 of the ATIA's By-Laws.

Council - The Council of the Association consists of the Past President, the President, two Vice Presidents, the Treasurer and the Secretary, as elected at the Annual General Meeting.

Interpretation - the transfer of the spoken word from one language to another in such a way as to render faithfully in the target language the message of the source language.

Member(s) - for purposes of the Code only, unless otherwise stated, shall mean translators, conference and court interpreters, and terminologists, whether certified or associate.

Terminology - the systematic study of the labelling or designating of concepts particular to one or more subject fields, through research and analysis of terms in context, for the purpose of documenting and promoting correct usage.

Translation - the transfer of the written word from one language to another in such a way as to render faithfully in the target language the message of the source language.

PROFESSIONAL CONDUCT REQUIRED OF ATIA MEMBERS

2. PROFESSIONAL CONDUCT

- 2.1 Members shall fully recognize that all work undertaken by them on an individual basis will ultimately reflect upon the integrity of the Association. Members shall, to the best of their ability, support the Association and other organizations representing their profession.
- 2.2 Members shall share their knowledge with their colleagues in a spirit of mutual assistance.
- 2.3 Members shall assist and encourage beginners in the profession.
- 2.4 Members shall not abuse the good faith of other Members or be guilty of a breach of trust or unfair tactics in respect of another Member, including but not limited to:
 - (a) a Member taking credit for work performed by another Member; and
 - (b) a Member making malicious, false and injurious statements about another Member.
- 2.5 Members shall refrain from any unfair competition with their colleagues, including but not limited to:
 - (a) a Member engaging in comparative advertising; and
 - (b) a Member willfully undercutting the fees charged by another Member for the same mandate.

3. SKILLS AND QUALIFICATIONS

- 3.1 Members shall not claim any skills or qualifications that they do not possess, and shall accept work only in fields in which they are competent.
- 3.2 Before providing a professional service, Members shall take into account the limitations of their abilities, knowledge and the means at their disposal. Specifically, they shall not undertake work for which they are not sufficiently prepared, without obtaining the necessary assistance or information.
- 3.3 Members are urged to translate into their mother tongue only or into their language of habitual use, as the case may be, unless special circumstances apply, such as particular knowledge of the Terminology of a specialized field, in which case they shall endeavour to have their work revised by a Member certified in the relevant language combination.

3.4 Members shall keep up to date with new techniques, specialized Terminology in areas of their choice, and current usage.

4. INTEGRITY AND CONFIDENTIALITY

4.1 Members shall conduct their professional activities with integrity, fully respecting the rights and interests of their client or employer and the confidentiality of all information obtained.

4.2 Members may be released from this obligation only with their client's authorization or when so ordered by law.

4.3 Members shall promptly inform their client of any error committed in the execution of their mandate that is liable to be detrimental to the client.

4.4 Members shall refrain from actions that are unnecessary or disproportionate to the needs of their client.

4.5 Members shall take reasonable care of property entrusted to them by a client and may not lend such property or use it for purposes other than those for which it was entrusted to them.

4.6 Members shall avoid indiscreet conversations about a client or the service rendered to a client and shall not make use of confidential information to the detriment of a client or with a view to obtaining, directly or indirectly, a benefit for themselves or another person.

4.7 Members shall ensure that their staff and associates do not divulge confidential information obtained in the performance of their duties.

5. OBJECTIVITY

Members shall remain neutral, impartial and objective, and scrupulously refrain from altering or interpreting material for political, religious, moral or philosophical reasons, or any other biased or subjective considerations.

6. FAITHFULNESS

Every translation shall be faithful to and render exactly the message of the source text - this being both a moral and legal obligation for the translator. (A faithful translation, however, should not be confused with a literal translation. The fidelity of a translation does not exclude an adaptation to make the form, the mood and deeper meaning of the work felt in another language and culture.)

7. GUARANTEE OF QUALITY AND PRESENTATION

Members shall ensure that their work will be of a high quality and, in the case of translations, shall be neatly presented and free from typing errors. Where feasible and appropriate, the format of the translated (target) language document shall reflect the format of the source document.

8. COPYRIGHT

Where applicable, Members shall respect all copyrights or other rights vested in the author of the source text.

9. APPLICATION TO OTHER MEMBERS OF THE PROFESSION

The Code of Ethics shall apply to members of the profession who are acting as revisers, editors and précis writers. In the case of conference interpreters who are Members of the Association, they shall abide by the rules of the AIIC, Canada Region.

CONDUCT REQUIRED OF MEMBERS IN ASSOCIATION WITH CLIENTS

10. RESPONSIBILITIES TO CLIENTS

10.1 Members shall at all times acknowledge a client's right to consult a colleague, a member of another association or any other competent person.

10.2 Members shall endeavour to establish a relationship of mutual trust with their client.

10.3 Members' conduct shall be characterized by objectivity, moderation and dignity.

10.4 Members shall carry out their mandate in compliance with the professional standards set forth by this Code of Ethics.

10.5 Members shall exercise high standards of ethical conduct, thus preserving the dignity and integrity of their profession, and promote the professional development of other language professionals.

11. WORKING CONDITIONS

Members shall always endeavour to secure conditions conducive to the careful performance of their work.

12. AVAILABILITY AND DILIGENCE

12.1 Members shall provide their client with explanations necessary to the understanding and appreciation of the services rendered.

12.2 Members may not unilaterally terminate a mandate unless they have fair and reasonable grounds for doing so, including but not limited to circumstances where:

(a) the Member has been misled by his client, or where the client has failed to cooperate or has interfered unduly;

(b) the client attempts to induce the Member to commit illegal, unfair, immoral or fraudulent acts;

(c) the Member is in a situation of conflict of interest or a situation in which his professional independence could be questioned; or

(d) the client refuses to acknowledge an obligation respecting expenses and fees or where, after receiving reasonable advance notice, the client refuses to pay a retainer to the Member.

12.3 Members who terminate a mandate shall take all necessary measures to avoid causing serious, foreseeable injury to their client.

13. PROFESSIONAL LIABILITY

13.1 Members shall accept full responsibility for their work. In the practice of their profession, Members shall assume any and all personal liability associated with their work or conduct. The Association shall not assume any responsibility or liability, of any kind, whatsoever, for a Member's work or conduct. Members are thus prohibited from inserting in a contract for professional services a clause that directly or indirectly excludes all or part of such liability. In the event that any person makes any claims against the Association or its counsel for any damages, costs, expenses, etc., then the Member responsible agrees to fully indemnify and hold harmless the Association and its counsel from any such claim and all associated legal costs.

13.2 Members are encouraged to obtain a professional liability insurance to protect their clients in case of damages resulting from an erroneous translation.

14. FEES

14.1 Members shall promptly inform their client of the scope, terms and conditions of the mandate conferred on them, and shall obtain the client's agreement with respect thereto.

- 14.2 Members shall inform their client of the approximate anticipated cost of their services, except where it may be reasonably assumed that the client has already been so informed.
- 14.3 Members shall charge fair and reasonable fees for their professional services and take the following factors into account when determining such fees:
- (a) their experience;
 - (b) the time required to execute the mandate;
 - (c) the complexity of the mandate;
 - (d) the scope of the mandate;
 - (e) the liability assumed; and
 - (f) the need to perform unusual services or services requiring exceptional competence or speed.
- 14.4 Members may not charge interest on outstanding accounts without first notifying their client.
- 14.5 Members shall charge only a reasonable rate of interest.

15. ACCESSIBILITY OF RECORDS

Members shall respect their client's right to view any documents concerning the client that are kept in any record created with respect to the client, and to obtain a copy of such documents.

16. DEADLINES

Members shall carry out all work within the agreed upon deadline.

CONDUCT REQUIRED OF MEMBERS IN ASSOCIATION WITH THE PUBLIC

17. RESPONSIBILITIES TO THE PUBLIC

- 17.1 Members shall support every measure likely to improve the quality and availability of professional services in the field in which they practice.
- 17.2 Members shall help foster public understanding of the nature and objectives of the services they offer.

ADVERTISING

18. ADVERTISING

18.1 Only Certified Members may use the following terms on business cards, letterhead, professional advertising in general or on publications of which they are the author or translator, or on any other documents:

“Certified Member”,

“Member”,

“Member of the Canadian Translators, Terminologists and Interpreters Council (by Affiliation)”, and its abbreviated form: “Member of CTTIC (by Affiliation)”,

Certified (Translator, Interpreter or Conference Interpreter, Court Interpreter, Terminologist, where appropriate)(Canada), and its abbreviated form: “C.Tran., Int., Conf. Int., Crt. Int., Term.) (Canada).

They may not use the expression “Certified by CTTIC”, or “certified Member of CTTIC” or any similar wording suggesting that CTTIC is the certifying body.

18.2 The terms “Member”, “Certified Member”, and other titles a Certified Member may use according to Clause 18.1 above, and the term “Associate Member” pertain only to the individual concerned, and shall not be applied to any company or corporation or to the employer of an individual Certified or Associate Member.

18.3 Members' advertising shall in no way discredit either the profession, the ATIA or other Members.

18.4 Members shall not by any means whatsoever engage in, or allow the use of, advertising that is false, misleading, incomplete, or liable to mislead.

18.5 Where Members are not the true owners of a firm employing or including Members, such Members may not allow their names to be used to imply that they are the true owners of such firm.

18.6 Members who advertise their fees shall:

(a) specify the nature and scope of the service covered;

(b) indicate whether additional services may be required that are not covered;
and

(c) give those particulars in a manner that can be understood by persons having no particular knowledge of the fields of translation, interpretation or terminology.

19. USE OF LOGO

Certified Members may use the logo of the Association in their advertising subject to guidelines published and amended from time to time.

PROFESSIONAL MISCONDUCT AND ENFORCEMENT

20. PROFESSIONAL MISCONDUCT

20.1 The following acts are considered to be professional misconduct and deemed harmful to the dignity and integrity of the ATIA:

(a) a Member urging someone repeatedly or in a pressing manner to use his professional services;

(b) demanding, offering, promising, accepting or agreeing to accept a sum of money or some benefit for the purpose of causing a procedure or a decision of the Association to be adopted or rejected;

(c) charging fees for professional services not rendered; or

(d) referring to other Members or non-members in derogatory terms.

20.2 Members should notify the Secretary of the Association in writing of situations where they have reason to believe that another Member has committed professional misconduct or is in contravention of the Code of Ethics. Such notification shall be made within 90 days of the Member becoming aware of the facts that constitute possible misconduct.

20.3 Conduct that may bring the profession into disrepute includes but is not limited to acts in contravention of this Code of Ethics.

20.4 Failure to comply with any of the above may result in disciplinary action, including temporary suspension or expulsion from the Association.

21. DISCIPLINE COMMITTEE

21.1 The Discipline Committee is to be established or confirmed at each Annual General Meeting and shall oversee the enforcement of the Code of Ethics. The Discipline Committee may direct the Council of the Association to cancel the

membership of a Member where the Member is found to be in contravention of this Code of Ethics.

21.2 The Discipline Committee shall consist of not fewer than 3 Members of the Association appointed by the Council of the Association in accordance with the By-laws of the Association.

21.3 A member of the Discipline Committee may not hold office for more than 6 consecutive years.

21.4 No current member of Council may sit on the Discipline Committee.

22. GENERAL DUTIES OF THE DISCIPLINE COMMITTEE

The duties of the Discipline Committee shall include:

(a) the evaluation of desirable standards of competence of members of the Association generally;

(b) the review and investigation of a complaint of professional misconduct made to the Secretary within 30 days of receipt of complaint;

(c) the holding of a closed, in camera, hearing as set out herein; and

(d) any other matter that the Discipline Committee from time to time considers necessary or appropriate in connection with the exercise of its powers.

23. HEARING

23.1 After a review and investigation of a complaint, the Discipline Committee may dismiss a complaint and shall provide written reasons for its decision to the complainant and the Member.

23.2 If, after a review and investigation, the Discipline Committee does not dismiss a complaint, the Discipline Committee shall hold a hearing, on notice to the complainant and the Member thought to be in contravention of the Code of Ethics, on a date not more than 60 days after the date on which the matter is referred to the Discipline Committee.

24. RIGHTS OF INVESTIGATED PERSON

24.1 The President or other representative of the Association, the complainant, and the Member may appear and be represented by counsel at a hearing before the Discipline Committee.

24.2 The Discipline Committee may also have counsel present at a hearing before the Discipline Committee.

24.3 Each party shall pay his own legal fees and other costs, unless otherwise determined by the Discipline Committee.

25. EVIDENCE BEFORE DISCIPLINE COMMITTEE

Evidence may be given before the Discipline Committee in any manner that the Discipline Committee considers appropriate, and the Discipline Committee is not bound by the rules of law respecting evidence applicable to judicial proceedings

26. DUTIES ON CONCLUSION OF AN INQUIRY OR REVIEW

26.1 Upon concluding the hearing, the Discipline Committee shall do the following, within 60 days:

(a) submit a written report respecting the hearing and its decision, including any ruling on legal fees or other costs, to the Council of the Association;

(b) make a recommendation to the Council; and

(c) order the suspension or expulsion of the Member from the Association, where relevant.

26.2 Council shall notify all parties of the decision of the Discipline Committee within 30 days following receipt of such decision.

26.3 Upon the suspension or expulsion of a Member, the Association shall send a letter of publication to every Member of the Association containing the reason for its action.

27. APPEAL TO COUNCIL

27.1 The complainant or the Member found to be in violation of the Code of Ethics may appeal to the Council a finding or an order of the Discipline Committee, within 30 days of notification of that decision.

27.2 An appeal should be commenced by written notice of appeal, which shall:

(a) describe the finding or order appealed; and

(b) state the reasons for the appeal.

28. COUNCIL'S POWER ON APPEAL

The Council shall, within 90 days from the conclusion of all proceedings before it, do all or any of the following:

(a) make any finding that in its opinion ought to have been made by the Discipline Committee;

(b) quash, vary, or confirm the finding or order of the Discipline Committee or substitute or make a finding or order of its own; or

(c) refer the matter back to the Discipline Committee for further consideration in accordance with any direction that the Council may make.

29. SUSPENSIONS

29.1 Following any suspension period, the Member shall agree in writing to adhere to the Association's Code of Ethics and By-Laws.

29.2 A suspended Member shall be responsible for all applicable Association fees during the period of suspension.

MEMBERSHIP CONTRACT

BETWEEN

ASSOCIATION OF TRANSLATORS AND INTERPRETERS OF ALBERTA (ATIA)

AND

(Name)

Whereas the applicant has represented that he has the qualifications for membership set out in the ATIA By-Laws and the ATIA has relied on the applicant's representations, the parties agree to the following:

1. The ATIA accepts the applicant as either an Associate or Certified Member of the Association, as the case may be.
2. The Member agrees to comply with Schedule A - Code of Ethics of the Association. In the case of conference or court interpreters, the Member also agrees to comply with Schedule B - Supplemental Code of Ethics for Conference (Consecutive and Simultaneous) Interpreters and Court Interpreters.
3. A Certified Member shall not practice under a corporate name that comprises the name(s) of non-certified Members.
4. The Member shall pay the membership fee as determined by resolution at the Annual General Meeting.
5. If the Member fails to pay the membership fee as determined by resolution at the Annual General Meeting, in accordance with the manner prescribed in the By-Laws, or is in violation of the Code of Ethics (Schedule A and Schedule B), or the terms of this agreement, membership shall be either suspended or terminated, as the case may be, in accordance with the resolution of the Council.

Dated this _____ day of _____, 20 _____

(Print Name)

(Signature)

Address

Telephone Number

SCHEDULE B

SUPPLEMENTAL CODE OF ETHICS FOR CONFERENCE (CONSECUTIVE AND SIMULTANEOUS) INTERPRETERS AND COURT INTERPRETERS

This Schedule shall be effective from the date of its adoption by the Members at a General Meeting (as defined in ATIA's By-Laws) and shall supersede Schedule X CODE OF ETHICS FOR CONSECUTIVE AND SIMULTANEOUS INTERPRETERS.

"Interpreting" is the transfer of the spoken word from one language into another in such a way as to render faithfully in the target language the message of the source language. In the case of conference (consecutive or simultaneous) interpreters and court interpreters, this activity occurs in unique settings and imposes on those who practice it certain particular obligations.

Members of ATIA who are interpreters, whether conference or court interpreters, shall adhere to the By-Laws and Schedule A - Code of Ethics of the Association. In addition, they shall adhere to the following, as applicable:

1. The interpreter shall always remain neutral, impartial and objective, and shall scrupulously refrain from "altering" or "colouring" the spoken word to the benefit of one party. Any biased, partial or subjective considerations are to be avoided.
2. The interpreter shall render exactly the idea or the meaning behind the words, this fidelity constituting both a moral and legal obligation for the interpreter. In the case of court interpreters, there are additional legal obligations inherent in the court room setting.
3. The interpreter is to observe the oath of secrecy and not divulge any information of a confidential nature. In the case of court interpreters, the interpreter must also be aware of the weight of the oath or declaration he swears in court as well as his role in administering the oath or declaration to be sworn by others in court.
4. The interpreter shall possess a sound knowledge of the language from which he interprets and, in particular, have mastery of that into which he interprets. He must likewise have a broad general knowledge, be sufficiently familiar with the particular subject matter in question, and refrain from accepting work involving fields beyond his competence.
5. A court interpreter must also be knowledgeable of court terminology, procedures and etiquette for the court in which he works. He shall agree with the court official at the beginning of the proceedings on how the interpretation is to be conducted, where the interpreter is to stand, and which type of interpreting mode is to be used.

6. An interpreter shall only accept assignments for which he has the requisite knowledge and ability and which he can perform to a high standard. A court interpreter shall not accept conference interpreting assignments, unless also certified as a conference interpreter.
7. The interpreter shall refrain from any unfair practice in carrying out his profession. In the case of conference interpreters, he shall use good judgment in prescribing a fee for his services, including per diem and travel expenses as required.
8. Conference interpreters who work on the same team should accept work only if each member of the team receives the same remuneration.

Failure to comply with any of the above may result in temporary suspension or in exclusion from the Association as set out in Sections 20 through 29 of Schedule A – Code of Ethics.