

CODE OF PROFESSIONAL CONDUCT

The Code set out below is intended to regulate the professional conduct of Linguists registered with Oracle Translation Ltd.

Definitions

- (a) **"Company"** means Oracle Translation Ltd.
- (b) A **"Linguist"** is a person offering language services in a professional capacity.
- (c) A **"Client"** is the person or body who is the end receiver of the service by the Linguist.
- (d) The term **"work"** means either activity in a professional capacity as a linguist – this includes translation, interpreting (including remote interpreting), teaching, sub-titling, voice-over, editing, proofreading, revision, using languages when conducting business, and any other professional activity requiring the application of language skills. The interpretation of the term will be determined by the context.
- (e) The **"Code"** means this Code of Professional Conduct
- (f) A **"Public Service Interpreter"** means an interpreter who works in the context of public services, such as the legal profession, health services and local government related services, which include housing, education, welfare, environmental health and social services.

The Code prescribes standards of professional conduct that must be adhered to in order to:

- maintain the integrity of the profession, and
- provide assurance of professional standards to users of language services and to the public at large.

Alleged contraventions of the Code will be addressed through the disciplinary procedures applicable. Not every alleged shortcoming on the part of a Linguist will necessarily give rise to disciplinary proceedings.

Professionalism

1. Linguists, in recognition of their responsibility to society, their clients, their colleagues and the professional bodies of which they are members or registrants, shall always act with integrity and in accordance with the high standards appropriate to Linguists within the profession.
2. Linguists shall be of good character and shall not bring the status of Oracle Translation, or the profession generally into disrepute by conducting themselves in a manner at variance with the high standards expected of a professional person.
3. Linguists found guilty of a criminal offence may be deemed to be in breach of the code. Linguists have a duty to report any unspent conviction (as defined by the Rehabilitation of Offenders Act 1974) to Oracle Translation. Oracle Translation will act in accordance with the disciplinary procedures applicable to determine, having regard to all the circumstances, what action (if any) shall be taken.
4. Linguists shall not knowingly or negligently act in a way that is likely to be detrimental to the profession of linguist, to the reputation of the Oracle Translation. This clause shall not preclude or prohibit the lawful exercise of the right to free expression and reasonable debate.
5. Except in fulfilment of a definable professional duty or where there is a clear public interest, Linguists shall not knowingly and wilfully act in a way that is likely to damage the reputation of Oracle Translation.
6. Linguists shall only accept work which they believe they have the competence both linguistically and in terms of specialist knowledge or skill to carry out to the standard required by the client, unless they are

to sub-contract the work under the terms of 4.6 or they are informed that their work will be revised by a person with the competence required to ensure that the work will satisfy the standards set out in this Code.

7. The competence to carry out a particular assignment shall include: a sufficiently advanced and idiomatic command of the languages concerned, with awareness of dialects and other linguistic variations that may be relevant to a particular commission of work; the particular specialist skills required; and, where appropriate, an adequate level of awareness of relevant cultural and political realities in relation to the country or countries concerned.
8. Linguists are solely responsible for work whether it is carried out by the Linguist or delegated or sub-contracted.

Confidentiality

9. Linguists shall disclose any potential conflict of interest or other factor which may make it inappropriate for them to accept work in a particular case.
10. Linguists shall treat as confidential any information they acquire through a commission of work. They shall not disclose such information to a third party unless instructed by the Client to do so, and provided that such disclosure would not be unlawful or infringe the rights of any party concerned. Such information may include, for example, working practices, lists of clients, commercial secrets and manufacturing or technological processes.
11. Linguists shall at all times act impartially and shall not act in any way that might result in prejudice or preference on grounds of religion or belief, race, politics, gender, age, sexual orientation or disability otherwise than as obliged to in order faithfully to translate, interpret or otherwise transfer meaning .
12. Linguists shall respect confidentiality at all times and shall not seek to take advantage of information acquired during or as a result of their work. The duty of confidentiality shall not terminate on the completion of a commission of work and shall always persist.
13. The duty of confidentiality shall not apply where disclosure is required by law.

Obligations to the Client/the Company

14. Linguists shall at all times strive to produce work of the highest standard, and shall ensure that the Client/ the Company is aware of any factor that may affect the standard of the work produced.
15. Linguists are obliged to carry out all work contracted to them with impartiality and shall immediately disclose to the Client/ the Company any factor which might jeopardise such impartiality. This shall include any financial or other interest they may have in the work contracted to them.
16. Linguists are obliged to treat work contracted to them with complete confidentiality and shall use their best endeavours to ensure that such confidentiality is also observed by others, whether checkers, revisers, editors or any other individuals employed by the Linguist on a permanent or freelance basis or to whom work has been sub-contracted or delegated.
17. Linguists shall carry out any consultation that may be necessary (for example on language or terminological difficulties) in a manner such that confidentiality is safeguarded.
18. Linguists shall not sub-contract work without the prior consent of the the Company.
19. Linguists shall only sub-contract or delegate work to another person who they have good reason to believe has the necessary competence and is subject to this Code or a comparable code of professional conduct.
20. Linguists shall endeavour to complete work by agreed dates and in accordance with other agreed terms, and shall advise the Company in good time of any delay or need to amend the agreed terms.
21. Linguists shall not, other than in exceptional circumstances, withdraw from or fail to complete a commission of work once accepted, without reasonable notice to the the Company.
22. Linguists who are translators shall only carry out work which they believe is within their linguistic and relevant specialist competence, or which is to be checked by someone with the relevant knowledge or

competence.

23. Linguists shall work only from the language(s) for which they are competent, and only into their language of habitual use.
24. Linguists shall to the best of their ability render a faithful translation of the source text. This shall apply to both meaning and register except where a literal rendering or a summary is specifically required by the Client.
25. Linguists shall use their best endeavours and judgement to draw it to the attention of the Client/ the Company by appropriate means when the source text contains elements that need to be taken into account in carrying out the translation, such as ambiguities, factual inaccuracies, linguistic errors, imprecise terminology or language that in the judgement of the Linguist expresses prejudice with reference to generally accepted anti- discrimination norms.
26. Linguists shall not make any direct contact with a client or clients of a Client without the the Company's express agreement.
27. Linguists who are interpreters shall only carry out work which they believe is within their linguistic and the relevant specialist competence.
28. Linguists shall, other than in exceptional circumstances, only interpret between the language(s) for which they are registered with the Oracle Translation, ITI, AIIC or NRPSI.
29. Linguists shall interpret truly and faithfully what is uttered, without adding, omitting or changing anything; in exceptional circumstances a summary may be given if requested.
30. Linguists shall ensure that they understand the relevant procedures of the professional context in which they are working, including any special terminology.
31. Where the Linguist's lack of relevant background knowledge is such as to impair significantly his or her ability to carry out the commission of work, he or she shall inform all relevant parties and withdraw.
32. Linguists shall disclose any difficulties encountered with dialects or technical terms and, if these cannot be satisfactorily remedied, withdraw from the commission of work.
33. Linguists shall observe any special rules and protocols relating to interpreting in the professional context relevant to a particular commission of work.
34. Linguists carrying out work as Public Service Interpreters or Conference Interpreters, or in other contexts where the requirement for neutrality between parties is absolute, shall not enter into discussion, give advice or express opinions or reactions to any of the parties that exceed their duties as interpreters; Linguists working in other contexts may provide additional information or explanation when requested, and with the agreement of all parties, provided that such additional information or explanation does not contravene the principles expressed stated above.
35. Linguists shall, in advance where practicable, seek to ensure that the necessary conditions for effective interpreting are provided (e. g. being seated where they can see and be heard clearly; provision for adequate breaks, etc). Where this is not the case the interpreter shall make it known to the parties concerned and, where the deficiency is likely to be a serious impediment to effective interpreting, shall withdraw from the commission of work.
36. When a Linguist withdraws from a commission of work in the circumstances described in the clauses above, the Linguist, the Linguist shall inform the the Company of the withdrawal, and the reasons for it, in writing, as soon as possible.
37. Linguists shall not interrupt, pause or intervene except in circumstances described above and below:
 - (a) to ask for clarification;
 - (b) to point out that one party may not have understood something which the interpreter has good reason to believe has been assumed by the other party;
 - (c) to alert the parties to a possible missed cultural reference or inference; or

- (d) to signal a condition or factor which might impair the interpreting process (such as inadequate seating, poor sight-lines or audibility, inadequate breaks etc.).
38. Linguists shall not delegate work, nor accept delegated work, without the full and informed consent of the Company; where practicable such consent should be in writing.
39. Interpreters, when working in the legal system, shall:
- (a) disclose to the Client / the Company at the outset any previous involvement in the same matter;
 - (b) disclose immediately if the interviewee or their immediate family is known or related to the Linguist;
 - (c) not accept any form of inducement or reward, whether in cash or otherwise, for interpreting work other than payment from the Company.

Declaration

I will attend the accepted assignment on time and accomplish it satisfactorily. I know failure to attend the accepted assignment, or fail to deliver a translation on deadline or produce a faulty translation that I have agreed to accept, without a legitimate reason will result in penalties and/ or legal proceedings. I hereby agree that whatever sum Oracle Translation in their absolute discretion determine to charge me for failure to attend or deliver a faulty translation represents reasonable estimate of their loss incurred as a result of my failure to do so.

I will take extra care in accepting prison bookings as pulling of such bookings causes complications

As a professional interpreter I will not speak to the client of client in the absence of caseworker/interviewer/ probation officer. I will not chat with the client of client before the meeting commences.

I will not accept payment from the client or client of client and will inform Oracle Translation immediately in case I have been paid or offered to get paid directly.

I will not discuss fees and payments with the client.

I will not pass my personal details such as mobile number to the client or client of the client.

In case I am late or have difficulty finding the address or the client I will inform Oracle Translation at once.

I know the client has the right to conduct multiple interviews with various clients in one session.

I hereby agree to indemnify Oracle Translation for all and any loss they incur as a result of my failure to attend assignments I have accepted or other breach of this code.

I know I am registering with Oracle Translation as a self-employed linguist and I am responsible for my tax affairs.

I accept the terms and conditions layed out above (4 pages in total) and confirm I will abide by them at all times.

Name

Signature

Date

