

**National Register of Public Service Interpreters**

**CODE OF PROFESSIONAL CONDUCT**

**PREAMBLE**

The Code set out below is intended to regulate the professional conduct of members of the registrants on the National Register of Public Service Interpreters.

The Code comes into effect on 01 December 2011. The Code will remain in force until amended or abrogated by the Board of NRPSI.

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## **1.0 Definitions**

- 1.1 “NRPSI” means the company that maintains and operates the National Register of Public Service Interpreters.
- 1.2 A “Practitioner” is a person defined in 2.1 carrying out work in a professional capacity.
- 1.3 A “Principal” is the person or body from whom a Practitioner accepts work.
- 1.4 The term “work” means *either* activity in a professional capacity as an interpreter or translator *or* the product of that activity. The interpretation of the term will be determined by the context.
- 1.5 The “Code” means this Code of Professional Conduct or the Code for the time being in force.
- 1.6 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.
- 1.7 A “registrant” means a person registered on the National Register of Public Service Interpreters.

## **2.0 General Framework**

- 2.1 The Code shall apply to registrants on the National Register of Public Service Interpreters maintained by NRPSI, in regard to their duties, responsibilities and conduct as registrants on the National Register of Public Service Interpreters.
- 2.2 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.
- 2.3 Alleged contraventions of the Code will be addressed through the disciplinary procedures applicable. Not every alleged shortcoming on the part of a Practitioner will necessarily give rise to disciplinary proceedings.
- 2.4 The Code may be supported by Guides to Good Practice and operating guidelines for specialist areas of practice issued from time to time by NRPSI.

## **3.0 Over-arching Principles**

- 3.1 Practitioners, in recognition of their responsibility to society, their clients, their colleagues and the professional bodies of which they are members, shall always act with integrity and in accordance with the high standards appropriate to practitioners within the profession.

- 3.2 Practitioners shall not bring the status of NRPSI or the National Register of Public Service Interpreters or the profession generally into disrepute by conducting themselves in a manner at variance with the high standards expected of a professional person.
- 3.3 Practitioners found guilty of a relevant criminal offence may be deemed to be in breach of the principle set out in 3.2. Practitioners have a duty to report any unspent conviction (as defined by the Rehabilitation of Offenders Act 1974) to NRPSI, according to the Practitioner's registration. NRPSI will act in accordance with its disciplinary procedures to determine, having regard to all the circumstances, what action (if any) shall be taken.
- 3.4 Practitioners shall not knowingly or negligently act in a way that is likely to be detrimental to the profession of linguist, to NRPSI or to the status of registrant on the National Register of Public Service Interpreters, or to the officers of NRPSI. This clause shall not preclude or prohibit the lawful exercise of the right to free expression and reasonable debate.
- 3.5 Except in fulfilment of a definable professional duty or where there is a clear public interest, Practitioners shall not knowingly and wilfully act in a way that is likely to damage the reputation of a registrant on the National Register of Public Service Interpreters or an officer of NRPSI. This clause, shall, however, not preclude or prohibit the lawful exercise of the right to free expression and reasonable debate.
- 3.6 Practitioners shall not accept or carry out work which they believe might render them liable to prosecution for criminal behaviour, which might incur civil liability or which contravenes the United Nations Universal Declaration of Human Rights.
- 3.7 Practitioners shall not accept any work which would, directly or indirectly, infringe the Code, and shall not knowingly act in contravention of the Code, even if asked or instructed to do so by a Principal.
- 3.8 Practitioners 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.
- 3.9 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.
- 3.10 Practitioners shall disclose any potential conflict of interest or other factor which may make it inappropriate for them to accept work in a particular case.
- 3.11 Subject to 3.13, Practitioners 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 Principal 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 and lists of clients.

- 3.12 Practitioners 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 in order to faithfully translate, interpret or otherwise transfer meaning .
- 3.13 Practitioners 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 persist, where appropriate, beyond the cessation of registration as in 2.1.
- 3.14 The duty of confidentiality shall not apply where disclosure is required by law.
- 3.15 Except as described under 5.7, Practitioners are solely responsible for work whether it is carried out by the Practitioner or delegated or sub-contracted.
- 3.16 Practitioners must respond to any complaints forwarded to them by NRPSI and assist the Professional Conduct Committee and Disciplinary Committee in their investigation

#### **4.0 Obligations to Principals**

- 4.1 Practitioners shall at all times strive to produce work of the highest standard, and shall ensure that the Principal is aware of any factor that may affect the standard of the work produced.
- 4.2 Practitioners are obliged (3.12 above) to carry out all work contracted to them with impartiality and shall immediately disclose to the Principal any factor which might jeopardise such impartiality. This shall include any financial or other interest they may have in the work contracted to them.
- 4.3 Practitioners are obliged (3.13 above) 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 Practitioner on a permanent or freelance basis or to whom work has been sub-contracted or delegated.
- 4.4 Practitioners shall carry out any consultation that may be necessary (for example on language or terminological difficulties) in a manner such that confidentiality is safeguarded.
- 4.5 Practitioners shall not sub-contract work without the prior consent of the Principal.
- 4.6 Practitioners shall only sub-contract or delegate work to another person whom they have good reason to believe has the necessary competence and is subject to this Code or a comparable code of professional conduct.
- 4.7 Practitioners shall endeavour to carry out work by agreed dates and in accordance with other agreed terms, and shall advise Principals in good time of any delay or need to amend the agreed terms.
- 4.8 Practitioners shall not, other than in exceptional circumstances, withdraw from or fail to complete a commission of work once accepted, without reasonable notice to the Principal.

## **5.0 Interpreting**

- 5.1 Practitioners who are carrying out work as interpreters shall only carry out work which they believe is within their linguistic and relevant specialist competence.
- 5.2 Practitioners shall, other than in exceptional circumstances, only interpret between the language(s) for which they are registered with NRPSI.
- 5.3 Notwithstanding the provisions of 5.2, if a Principal requests that the Practitioner interpret between languages in which the Practitioner is competent at the required level but which are not registered as in 5.2, the Practitioner may proceed provided that the conditions of 5.1 are satisfied and that the Principal has been made aware of the potential disadvantages of proceeding in disregard of the principle expressed in 5.2.
- 5.4 Practitioners shall interpret truly and faithfully what is uttered, without adding, omitting or changing anything; in exceptional circumstances a summary may be given if requested.
- 5.5 Practitioners shall ensure that they understand the relevant procedures of the professional context in which they are working, including any special terminology.
- 5.6 Where the Practitioner'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.
- 5.7 Practitioners shall disclose any difficulties encountered with dialects or technical terms and, if these cannot be satisfactorily remedied, withdraw from the commission of work.
- 5.8 Practitioners shall observe any special rules and protocols relating to interpreting in the professional context relevant to a particular commission of work.
- 5.9 Practitioners carrying out work as Public Service 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; Practitioners 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 in 5.4.
- 5.10 Practitioners 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.
- 5.11 When a Practitioner withdraws from a commission of work in the circumstances described in the clauses above, and where the Practitioner has been commissioned by a Principal, the Practitioner shall inform the Principal of the withdrawal, and the reasons for it, in writing, as soon as possible.
- 5.12 Practitioners shall not interrupt, pause or intervene except:

- 5.12.1 to ask for clarification;
- 5.12.2 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;
- 5.12.3 to alert the parties to a possible missed cultural reference or inference; or
- 5.12.4 to signal a condition or factor which might impair the interpreting process (such as inadequate seating, poor sight-lines or audibility, inadequate breaks etc.).
- 5.13 Practitioners shall not delegate work, nor accept delegated work, without the full and informed consent of the Principal; where practicable such consent should be in writing.
- 5.14 When working in the legal system, disclose to the Principal at the outset any previous involvement in the same matter;
  - 5.14.1 disclose immediately if the interviewee or their immediate family is known or related to the Practitioner;
  - 5.14.2 refer the Principal, or their clients as applicable, back to the NRPSI, should they be unable to accept an engagement or commission of work, or complete a commitment; the Practitioner shall inform the Principal, either direct or through the client; where practicable such notification should be in writing;
  - 5.14.2 not accept any form of inducement or reward, whether in cash or otherwise, for interpreting work other than payment from the Principal.

## **6.0 Translation**

- 6.1 Practitioners who are carrying out work as 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.
- 6.2 Practitioners shall, other than in exceptional circumstances, only translate between the languages for which they are registered with NRPSI.
- 6.3 Notwithstanding the provisions of 6.2, if a Principal requests that the Practitioner translate out of a language in which the Practitioner is competent at the required level but which is not registered as in 6.2, or if a Principal requests that the Practitioner translate out of his or her language of habitual use (as may occur if the Principal believes that a mother-tongue translator will have a better understanding of the text), the Practitioner may proceed provided that the conditions of 6.1 are satisfied and that the Principal has been made aware of the potential disadvantages of proceeding in disregard of the principle expressed in 6.2.
- 6.4 Practitioners 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 Principal.
- 6.5 Practitioners shall use their best endeavours and judgement to draw it to the attention of the Principal 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 Practitioner expresses prejudice with reference to generally accepted anti-discrimination norms.

- 6.6 Practitioners shall not make any direct contact with a client or clients of a Principal without the Principal's express agreement.
- 6.7 If a Practitioner discovers at any stage that changes have been made to the final text of his or her translation without prior agreement, he or she shall inform all interested parties that he or she is no longer responsible for the text in the terms of 3.15.

As at 01 December 2011