

Code of best practice in translation

For the past two years the European Translation Platform has been elaborating a European Code of Best Practice for Translators, Interpreters and Translation Companies. They began by producing a digest of the codes of all translation and interpreting associations throughout Europe, and this has then been debated and refined at meetings of the Platform and of a special sub-committee. A draft has now been produced for wider circulation, so that comments can be obtained before a final version is produced.

Any comments on the draft, which is printed below, should be sent to the secretary of the European Translation Platform, Geoffrey Kingscott, email g.kingscott@praetorius.com.

European Translation Platform

POSITION PAPER

Code of Practice for Translators, Interpreters and Translation Companies

FIFTH DRAFT

PREAMBLE

This position paper summarises many of the elements which make up best practice in the professions of translation and interpreting, and will therefore serve as a guide to users of translation and interpreting services as to what they may expect, to practitioners of translation and interpreting as to how they should conduct themselves, and to trainers of future translators and to students of translation and interpreting as to how the profession is conducted. It has been established by the European Translation Platform, which is a representative forum of associations representing the various practitioners of translation services in Europe. It is mainly concerned with translation and interpreting for administrative, commercial, scientific and technical purposes; it is intended that literary translation will be the subject of a separate position paper.

1. Definitions

Active language

A term used in simultaneous interpreting. The definitions given here are those of the Association Internationale des Interprètes de Conférence (AIIC). Active language A is the interpreter's native language (or another language strictly equivalent to a native language) into which the interpreter works from all her or his other languages in both modes of interpretation, simultaneous or consecutive. All AIIC members must have at least one 'A' language but may have more than one. Active language B is a language other than the interpreter's native language, of which she or he has a perfect command and into which she or he works from one or more of her or his other languages. Some interpreters work into a 'B' language in only one of the two modes of interpretation. Cf *Passive language* q.v.

Association

Where the term 'association' or 'recognised association' is used in this document, it refers (i) to any association or grouping admitted to full membership of the Federation Internationale des Traducteurs or of the European Union of Associations of Translation Companies as well as to the said Fédération Internationale des Traducteurs and European Union of Associations of Translation Companies themselves; (ii) to the European Translation Platform, the Association Internationale

des Interprètes de Conférence, the Conférence Internationale des Instituts Universitaires de Traducteurs et Interprètes, and the European Society of Translation Studies; and, (iii), to associations and organisations recognised by any of the above as professional associations serving the translating and interpreting professions.

Association Internationale des Interprètes de Conférence (AIIC)
The international association for conference interpreters.

Conférence Internationale des Instituts Universitaires de Traducteurs et Interprètes (CIUTI)
An international association of university translation and interpreting courses.

Conference interpreting

The term 'conference interpreting' includes any of the forms of interpreting commonly used at conferences or formal meetings, including: *Consecutive interpreting*, q.v.; *Simultaneous interpreting*, q.v., *Whispered interpreting*, q.v.

Consecutive interpreting

The interpreter, seated at the same table or the same rostrum as the speaker or speakers addressing a meeting, after each contribution, interprets that contribution into the target language. Consecutive interpreting may also take place in circumstances where the interpreter may not be physically in the same location as the speaker(s), such as in videoconferencing and in telephone conferencing”

Customer

A corporate body or individual which places work with a translation provider. It should be noted that a translation company may be in a position of translation provider to its customer, but in the position of customer to freelance individual translators from whom it commissions work.

European Society for Translation Studies (EST)

An association which co-ordinates research in translation and interpreting and promotes translation studies as an academic discipline.

European Translation Platform

An association established in 1995 as a result of an initiative by Directorate-General XIII of the European Commission in order to provide a more coherent structure for translation and interpreting in Europe. Associations and organisations which send representatives to meetings of the Platform include: *Association Internationale des Interprètes de Conférence*, q.v.; *Conférence Internationale des Instituts Universitaires de Traducteurs et Interprètes*, q.v.; *European Society for Translation Studies*, q.v.; *European Union of Associations of Translation Companies*, q.v.; and the *Fédération Internationale des Traducteurs*, q.v., the Service de Traduction of the European Commission, the Service Commun des Interprètes de Conférence of the European institutions, and the translation service of the European Parliament.

European Union of Associations of Translation Companies (EUATC)

An association established in 1994 open to associations of translation companies in Europe.

Fédération Internationale des Traducteurs (FIT)

The international federation of translators' associations.

Interpreter

Where the term 'interpreter' is used in this document, it refers to a person who interprets an oral or written message in a *source language* into an oral message in the *target language*.

Interpreting

Where the term 'interpreting' is used in this document, it refers to the transfer of an oral or written message in a *source language* into an oral message in the *target language*.

Language of habitual use

Language currently being predominantly used by an individual in his or her private life.

Passive language

AiIC defines as passive languages, or 'C' languages: Languages of which the interpreter has a complete understanding and from which she or he works.

Professional

Where the term 'professional' is used in this document, it is used in the sense of working to high standards of expertise, competence and ethical conduct.

Simultaneous interpreting

An interpreter, working in a soundproof booth with a direct view of a meeting, listens to the speaker addressing the meeting and interprets her or his contribution into a target language.

Source language

Where the term 'source language' is used in this document, it refers to the language of an original document, or the language of the original speaker, from which the translation provider translates or interprets into a *target language*, q.v.

Source text

Where the term 'source text' is used in this document, it refers to the text which is to be translated.

Target language

Where the term 'target language' is used in this document, it refers to the language into which a translation provider translates or interprets. A professional interpreter normally only interprets into his or her active language(s).

Translation

Where the term 'translation' is used in this document, it normally refers to the transfer of a written message in a *source language* into a written message in the *target language*. In certain cases transfer can also take place from a written source text to an oral target text and vice versa.

Translation provider

Where the term 'translation provider' is used in this document, it refers to both individual translators and interpreters on the one hand, and translation companies on the other, in cases where they are contracted to supply work to an outside customer.

Translation company

Where the term 'translation company' is used in this document, it refers to a company established under the law of its country, with, at the minimum, more than one person employed, an office which is open for business on any normal working day during normal working hours (exceptions may be made for pre-announced closures for summer holidays and Christmas/New Year break), which is equipped with all normal means of communication including telephone, facsimile and electronic mail, which complies with all European and national requirements regarding registration, employment legislation and taxation, which conducts itself in a professional manner, and which complies with the standard practice for the payment of freelance translation providers (such practice including the responsibility of the translation company, except in exceptional cases where agreement with the translator has been reached in advance, to pay the fees of freelance translators at regular intervals, not exceeding once a month; such payments may not be made conditional on receipt of payment by the translation company from the end customer).

Translator

Where the term 'translator' is used in this document, it refers to a person who translates written text from a source language into the target language.

Whispered interpreting

The interpreter, seated next to one or two participants in a meeting, speaking in a whisper or low voice, interprets to them in their language the words of the person addressing the meeting.

2. Introduction

Because of the growing importance of international and interlingual communications, whether between individuals or corporate institutions, and the need for such communications when provided by translation and interpreting to be accurate, idiomatic and culturally sensitive, it is strongly recommended that only professional and responsible translation providers shall be used.

Professional translation providers ensure, before accepting a translation or interpreting assignment, that they have the qualifications and expertise appropriate to the task, including a thorough knowledge of source and target languages, and the ability to use the equipment required for the task. Professional translation providers will at all times respect the totality of the message conveyed in the source text, and will endeavour to produce a faithful equivalent in the target text. Professional translation providers will at all times consider all material or information which is not already in the public domain and which is entrusted to them in the course of their work as confidential, not to be disclosed without prior authority from the customer.

3. Qualifications of translation providers

The desiderata for individual translators and interpreters are mastery of the target language at least equivalent to that of an educated native speaker, thorough and up-to-date familiarity with the source language, knowledge of the techniques and principles of translation or interpreting, and sufficient acquaintance with the subject area of the translation in order to be able to understand the message and render it accurately and idiomatically, using the correct terminology, into the target language. These can best be achieved by a combination of an appropriate course of study, and experience.

Individual freelance translators may register with DIN Certco in Germany enabling them to state that they are operating in accordance with the German industrial standard DIN 2345.

Translation companies are encouraged to obtain certification under the international quality assurance standard ISO 9002, or to register with DIN Certco in Germany enabling them to state that they are operating in accordance with the German industrial standard DIN 2345, or (in Italy) with the Italian standard UNI 10574, or with any European or national standards which may be developed by the European Union of Associations of Translation Companies.

Individual translators should normally have followed a course of professional training and to have obtained any appropriate certification in the country in which they are practising.

Standards and certification procedures continue to be developed, and it is intended to establish these on a Europe-wide basis.

4. Contractual relationship

Wherever possible the contractual relationship between customer and translation provider shall be defined by an agreement or contract. Reference is made in this connection to the German industrial standard DIN 2345 on translation contracts (*Übersetzungsaufträge*). A number of translator associations have model agreements governing relations between book translators and publishers, and reference should be made to the national translator association, or to the Fédération Internationale des Traducteurs, or to the Association Internationale des Interprètes de Conférence. Institutions of the European Union have their own contracts.

5. Responsibilities of the customer

It is the responsibility of the customer to ensure that he either owns the full copyright in the source text or the delegated right to arrange for the translation of the source text.

The customer is responsible for the content of the source text, and therefore the customer is solely responsible should publication of any translation lead to legal proceedings because of libellous, offensive or other legally questionable content which has been duly translated from the source text.

The customer must clearly specify his or her requirements as to, *inter alia*, subject area, volume of translation work to be completed, source and target languages, intended application of the translation, formats and software packages to be used, and, where appropriate, the degree of confidentiality of the documents made available to the translator. For all major assignments the customer shall draw up a specification incorporating his or her requirements.

The customer shall make available to the translator all documents necessary or appropriate to the assignment, such as source document(s), previous translations, existing lists of terms, background reference material, and illustrations. The customer shall introduce the translator, as appropriate, to special methods or to the structure and function of technical devices discussed in the source text.

If the customer wishes to make changes to the source text while the translation work is in progress, the customer shall inform the translator in writing of the desired changes. The customer is responsible for additional costs incurred as a result of the changes.

In the case of literary or book translation where the translation has been carried out by a particular individual or individuals, the customer shall ensure that the names of the said translator or translators shall be included in the publication.

In the case of interpreters, the customer shall ensure that working conditions are suitable for the purpose, and reference is made in this connection to the requirements laid down in the Code of Professional Ethics of the international association of conference interpreters (Association Internationale des Interprètes de Conférence).

6. Responsibilities of the translation provider

The translation provider shall not act in a manner which might bring the profession into disrepute. A translation provider shall not offer services which it is not competent to provide, nor publish misleading advertising.

For all major assignments the translation provider shall confirm the order from the customer. The translation provider shall take all necessary steps to ensure due confidentiality of all documents entrusted to it, and knowledge which is gained by it as a result of the assignment. The translation provider shall not make improper use, for private profit or advantage, of information obtained from translation or interpreting work.

An interpreter shall observe impartiality while interpreting. An interpreter shall endeavour to interpret the content of the discourse without significant omission. Everything said by the principals is to be interpreted. A translator shall observe neutrality in his or her translations.

A translation provider may use a customer's name as a reference or for promotional purposes only if the said supplier is prepared to provide full address and contact details of the reference to a prospective customer.

7. Period for delivery

The period for delivery of a translation is as defined in any translation contract entered into by both parties before the commencement of the work, or in any order or specification issued by the customer which has been accepted by the translation provider. The translation provider can only definitively be committed to a delivery date when it is in possession of the full text to be translated and of any accompanying information or documentation. If the customer makes changes to the source document before delivery, the delivery date may be extended to allow for any additional work by the translation provider.

8. Fees

The fee for any translation assignment, or the rates on which fees are to be based, shall be agreed between customer and translation provider before the commencement of the work. The translation provider is entitled to make reasonable supplementary charges for any work subsequently required by the customer which is additional to that foreseen in the original agreement. The translation provider shall not charge rates which are so low as to seriously undervalue the professional nature of translation or interpreting work.

9. Cancellation

If the customer cancels, the translation provider has the right to compensation for work done up until the day of cancellation, for preparatory work already done, for the time set aside to do the translation, and any other costs or damages incurred.

10. Copyright

A translation produced by an independent operator (i.e. not by an individual employee in the normal course of his or her employment) is a creative work, and as such entitles the translation provider to copyright protection similar to that of the author of an original work. The copyright in a translation normally belongs to the translation provider unless and until the said translation provider specifically assigns it to the customer or some other person or corporate body. However, the translation provider recognises that where it has made direct use of material supplied by the customer, including previous translations incorporated in a translation memory system, the copyright in such material may continue to reside with the original translator or that translator's assignee. Unless and until copyright in a translation is assigned, the translation may be used only for the purpose agreed upon with the customer; without the consent of the translation provider, the translation may not be edited, abridged or otherwise altered; and if the customer gives the translation to a third party for the purpose of language revision, the translation provider must be informed of this and the said translation provider must be given the opportunity to approve the text after changes, if any, have been made owing to the revision.

11. Enforcement and penalties

In the event of notification of any translation provider being considered to be in serious breach of any of the above, the matter may be reported to any association of which that translation provider is a member.