

Appendix 1 — Code of Ethics

Code of Ethics of the Association of Translators, Terminologists and Interpreters of Manitoba (ATIM)

DIVISION I

DUTIES TOWARDS THE PUBLIC

1. A member shall support every measure likely to improve the quality and availability of professional services in the field in which he practises.
2. A member shall help foster public understanding of the nature and objectives of the services he offers.

DIVISION II

DUTIES TOWARDS CLIENTS

Subdivision 1

General

3. Before providing a professional service, a member shall take into account the limitations of his abilities, his knowledge and the means at his disposal. Specifically, he shall not undertake work for which he is not sufficiently qualified with respect to knowledge of the languages, the subject matter, or both.
4. A member shall refrain from practicing in a state or in conditions liable to compromise the quality of his services.
5. A member shall at all times acknowledge a client's right to consult another colleague, a member of another professional corporation or any other competent person.
6. A member shall endeavour to establish a relationship of mutual trust with his client.
7. A member shall execute his mandate in compliance with professional standards and practice.

Subdivision 2

Integrity

8. A member shall not make any misleading statements with respect to his level of competence or with respect to the effectiveness of his services or of those generally provided by members of the profession.
9. A member shall promptly inform the client of any errors that are committed in the execution of his mandate and that are liable to be detrimental to the client.
10. A member shall refrain from performing acts that are unnecessary or disproportionate to the needs of the client.
11. A member shall take reasonable care with property entrusted to him by a client and may not lend such property or use it for purposes other than those for which it was entrusted to him.

Subdivision 3

Availability and diligence

12. In the practice of his profession a member shall display reasonable availability and diligence.
13. A member shall provide a client with all the explanations necessary to the understanding and appreciation of the services rendered.
14. A member may not unilaterally terminate a mandate unless he has sound and reasonable grounds for doing so.
15. A member who unilaterally terminates a mandate shall take all necessary measures to avoid causing serious, foreseeable injury to his client.

Subdivision 4

Professional liability

16. A member shall assume full responsibility for all professional services that he renders.
17. In the practice of his profession, a member shall fully commit his personal civil liability. He is thus prohibited from inserting in a contract for professional services a clause that directly or indirectly excludes all or part of such liability.

Subdivision 5

Independence and impartiality

18. A member shall display objectivity and impartiality when persons other than his clients ask him for information.

Subdivision 6

Remuneration

19. A member shall promptly inform a client of the scope, terms and conditions of the mandate conferred on him, and shall obtain the client's agreement with respect to such scope, terms and conditions.

20. A member shall inform the client of the approximate anticipated cost of his services, except where it may be reasonably assumed that the client has already been so informed.

21. A member shall charge fair and reasonable fees for his professional services.

22. Fees are fair and reasonable if they are warranted in the circumstances and are proportionate to the services rendered. In particular, a member shall take the following factors into account when determining his fees:

1. his experience;
2. the time required to execute the mandate;
3. the complexity of the mandate;
4. the scope of the mandate;
5. the liability assumed;
6. the need to perform unusual services or services requiring exceptional competence or speed.

23. A member may not charge interest on outstanding accounts without first duly notifying his client. A member shall charge a reasonable rate of interest.

Subdivision 7

Professional secrecy

24. A member shall respect the secrecy of all confidential information obtained in the practice of his profession.

25. A member may be released from professional secrecy only with the client's authorization or when so ordered by law.

26. A member shall not have indiscreet conversations about a client or the services rendered to a client.

27. A member shall not make use of confidential information to the detriment of a client or with a view of obtaining, directly or indirectly, a benefit for himself or for another person.

28. A member shall ensure that his staff and associates do not divulge confidential information received in the performance of their duties.

Subdivision 8

Accessibility of records

29. A member shall respect the client's right to take cognizance of the documents concerning him that are kept in any record created with respect to him and to obtain copies of those documents.

DIVISION III

DUTIES TOWARDS THE PROFESSION

30. A member may not claim to possess specific qualities or skills, particularly in respect of his level of competence or effectiveness of his services, unless he can substantiate such claim.

31. A member shall not advertise in ways that tend to discredit the profession, other members, or both.

(Adapted from the Després Report. Revised on November 1, 1997)