

# Elia Board of Directors Guidelines and Code of Conduct

Version 2  
June 2016  
This version supersedes version 2015 (Functional draft 0.9)

## Table of contents

<b>Introduction.....</b>	<b>3</b>
<b>Formalities and legal responsibilities .....</b>	<b>4</b>
<b>Guidelines for Directors .....</b>	<b>5</b>
<b>Your role as an Elia Board Member .....</b>	<b>5</b>
<b>Representing the association.....</b>	<b>5</b>
<b>Meeting duties.....</b>	<b>5</b>
Attendance .....	5
Preparation.....	6
<b>Committee and volunteer work .....</b>	<b>7</b>
Assigned tasks and feedback .....	7
<b>Doing homework.....</b>	<b>7</b>
<b>Contributing ideas and stimulating the organisation.....</b>	<b>7</b>
<b>Elia Director Code of Conduct .....</b>	<b>8</b>
1. General principles of conduct.....	8
2. Confidentiality.....	8
3. Conflicts of interest.....	9
<b>Thank you for joining the Elia Board.....</b>	<b>10</b>
<b>Annexe 1: Annual Affirmation of Service.....</b>	<b>11</b>
<b>Annexe 2: Confidentiality Agreement.....</b>	<b>12</b>

## Introduction

Dear new Elia Director,

Congratulations on your election to the Elia Board!

Before you accept your office, please carefully read this document to learn about your role and responsibilities and what will be expected from you in your position as an Elia Director<sup>1</sup>.

Besides outlining your roles and responsibilities as a Board Member, this document also contains the Elia Board Code of Conduct, which you will be expected to be familiar with, endorse and comply with.

By its nature, Elia is a fairly informal organisation that relies on the goodwill, common sense and professionalism of its Directors. Nonetheless, for some issues, like confidentiality and dealing with conflicts of interest, it is important to have a written policy to make sure everything is clear and parties can hold one another to account. For this reason, you will the following included here:

[Annexe 1: Annual Affirmation of Service](#)

[Annexe 2: Confidentiality Agreement](#)

Please sign and return these documents to John Terninko, Elia Company Secretary when completing the Companies House Director registration forms.

If you have any questions, please do not hesitate to ask any of the Elia team or your fellow Directors.

Welcome on board!

The Elia Team

---

<sup>1</sup> In line with common practice within the association, this document uses 'Director' and 'Board Member' interchangeably.

## Formalities and legal responsibilities

Elia (the European Language Industry Association Ltd.) is registered as a UK private company limited by guarantee. This is a similar structure to a company limited by shares: wherein the shareholders' liability is limited to the amount of their share capital, in a company limited by guarantee the members' liability is limited to the amount of their "guarantee" (i.e. the annual membership fee). Otherwise, the corporate structures and the rules applicable to them are more or less the same: the shareholders/members own the company and are entitled to vote at an Annual General Meeting (AGM), but the management and policymaking is delegated to the Board.

The Elia Board of Directors sets policy for the organisation; ensures that it is operated in a legal, ethical and professional manner and raises funds for its operation. Collectively, the Board has direct authority over the Managing Director who implements the policies, programmes and fundraising plans approved by the Board.

The Elia Board of Directors consists of seven to nine individuals, with three named officers: President, Vice President and Treasurer. At the in-person Board meeting held prior to the autumn Networking Days, the Board elects these officers to serve in their respective roles for one year. The full operation of the Board and its rules and regulations can be found in the Elia Articles of Association.

As a Board Member, your prime responsibility is towards the association and, by direct implication, its members/owners. Additionally, in specific situations (including but not limited to mismanagement and fraud) Directors may be liable in person with respect to the association's trading partners or the tax authorities. In formal terms, these responsibilities are governed by our Articles of Association<sup>2</sup> and the laws of our country of incorporation (England), specifically that as a Director you are subject to the duties and responsibilities as set out in the UK 2006 Companies Act. You are therefore strongly encouraged to visit the website of [Companies House](#) (the UK's registrar of companies) and to consult the full text of the [UK 2006 Companies Act](#) or seek professional advice.

---

<sup>2</sup> The term Articles of Association replaces what was previously referred to as Bylaws and is the document that contains Elia's purpose as well as the duties and responsibilities of its members.

# Guidelines for Directors

## Your role as an Elia Board Member

The Board is democratically organised and values each of its members and their opinions. Serving on the Board involves learning, empowerment and involvement on the part of all Directors.

The role of Board Member is in itself a very rewarding position. Pre-requisites for election do not take into account age, years of experience, size of the company owned or other tangible signs of the activity performed in the translation industry. Uprightness and goodwill are extremely valued in such a role.

As a Board Member, you will be expected to perform a number of different roles, from representing the organisation, debating and setting policy, performing volunteer work and actively participating in committees. These various facets are outlined below.

## Representing the association

Once aboard, representing the association is the first and main task required from Board Members.

All Elia members, and particularly Board Members, are requested to add the Elia logo to all their company communication e.g. e-mail signature, website, brochures, leaflets, etc. When speaking with end clients, it is also advisable to find time for a few sentences to promote the association with them as well. This would help you as a member and the whole association to reinforce its position and recognition at a European level.

As a company owner, you are very likely to take part in national and international events and conferences. On these occasions, you are requested to stress your relationship with Elia and the advantages it gives to your company and you as a language industry professional.

## Meeting duties

### Attendance

Board Members are expected to actively attend all Board meetings whether via Skype, GoToMeeting or in person.

Your contribution is vital to all Board Meetings, regardless of which committees you may be part of or the “importance” of the task you volunteered for. There is no subject more important than others, since everything we do aims at creating benefits for all member companies, yours included.

Elia's in-person Board Meetings are usually held the day before the opening day of the autumn Networking Days (ND) and/or other events and tends to last a full day. This probably means that you will need to reach the location of the event at least one day in advance in order to spend the whole of the next day in the meeting. Please bear in mind that there is an instant reward for this, namely taking part in any pre-conference social activities (such as the Officially Unofficial Cocktail) for additional networking and preview of the conference and its attendees.

Please note that Elia appreciates that managing a company can be a demanding job and understands if, for serious reasons, you are not able to take part in a Board Meeting. However, in principle, no more than one meeting may be missed within a 12-month period.

### **Preparation**

Board Meetings are held approximately every two weeks, regardless of whether an in-person Board meeting is held before an event and are necessary to discuss, check and implement the vision of the association and to update on the targets.

Since Board Members come from companies located throughout Europe and beyond, the meeting is usually conducted via GoToMeeting at an agreed day/time and lasts for two hours.

From time to time, a special Board meeting is called to discuss special topics. These have been held in person at a central location within easy reach for all Board Members (e.g. London) or are conducted via GoToMeeting.

Before the meetings, the Company Secretary prepares the agenda where all reports must be written in advance, to allow all Board Members time to evaluate the tasks completed and the current status of different projects, events and committees and to come prepared to the meeting.

It is advisable to be ready for the meeting with all the relevant information at hand: the time is usually short and topics are also large and this will help the Board to discuss all items with the appropriate depth. Please also describe the projects you are responsible for concisely and effectively.

## **Committee and volunteer work**

### **Assigned tasks and feedback**

The tasks/committees you will be assigned are on a voluntary basis and are usually decided in full accordance with the rest of the Board. Tasks are assigned depending on your personal and professional interests and, as far as possible, you will be assigned the task you prefer and you believe is best linked with your knowledge and expertise.

In order to achieve the aim of your task, you have full control/ownership and you are advised to keep at least the Managing Director and President updated on developments. Please note that the Elia Team is available to guide and support you.

Feedback is important to Elia: when working on a task, even if the feedback is minimal, please always share it with the rest of the Board at least during the Board meetings if not in advance, so you will be able to receive qualified help and advice. Please bear in mind that the success of your task will result in a success for the whole association.

## **Doing homework**

Doing homework is perhaps the trickiest part of your role.

Of course everyone is busy with the matters concerning their own company, its strategy and the targets that must be achieved to make it flourish.

Dedicating time to the Elia Board means finding some time, and sometimes quite a lot of time, to look after the tasks you've been invested with.

The main suggestion we would like to give to you is that of considering Elia and its success as part of your own success, and your company's as well. If you succeed in obtaining/creating something for the association, this would also mean something for your company: first of all, as a benefit that your company, being an Elia member, can take advantage of and, in addition, as a benefit that you as an entrepreneur would be able to use as a reference with your peers or as a marketing tool.

## **Contributing ideas and stimulating the organisation**

Inside or outside of Board meetings, you are expected to think along with the organisation and raise any suggestions and ideas that you think might benefit the association and its members.

# Elia Director Code of Conduct

All Elia members are asked to subscribe to the [Elia Code of Conduct](#) upon joining the association. Board Members have a greater range of powers and responsibilities and may come to know confidential information relating to the association and its members. For this reason, Elia has adopted a stricter code of conduct for its Directors. Elia Directors and other designated Elia officials are expected to adhere to the standards of business outlined below.

## 1. General principles of conduct

Elia Board Members and other officials have a responsibility to carry out their duties in an honest and business-like manner and within the scope of the powers as set forth in the Elia Articles of Association. This means they must act within the bounds of the authority conferred upon them and with the duty to make and enact informed decisions and policies in the best interests of Elia and its members.

### ***Specifically, Elia Board Members and other Elia officials will:***

- Act in the best interests of Elia and its members
- Act honestly, fairly, ethically and with integrity
- Conduct themselves in a professional, courteous and respectful manner
- Comply with all applicable laws, rules and regulations (expressly including all laws relating to competition and anti-trust)
- Act in good faith and responsibly with due care, competence and diligence, without allowing independent judgment to be compromised
- Act in a manner to enhance and maintain the reputation of Elia, the membership and the language industry

## 2. Confidentiality

For the Board to operate effectively, it is important that open and frank discussion can take place between Board Members at all times. The business of the association may involve sensitive information regarding the association, member companies or individuals. For this reason, it is necessary and beneficial to follow a strict line on confidentiality.

### ***Specifically, Elia Board Members and other Elia officials will:***

- Maintain confidentiality regarding company data exchanged at meetings or as a result of having access to confidential information;
- Respect the confidentiality of information relating to the affairs of the association acquired in the course of their service as Elia Board Members, except when authorised or legally required to disclose such information (see [Annexe 2: Confidentiality Agreement](#));
- Not use confidential information acquired in the course of their service as Board Members for their personal advantage; and



- Sign and adhere to the [Annexe 2: Confidentiality Agreement](#).

### 3. Conflicts of interest

A conflict of interest exists when an Elia Board Member or other official has a direct or indirect business, professional or personal relationship, or is in a situation that might influence, or that might be perceived to influence, the judgment or actions of other Elia Board Members, officials or staff when serving Elia.

Conflicts of interest may arise under numerous scenarios including, but not limited to:

- Serving as an officer or Director of another not-for-profit organisation with similar interests to Elia;
- Receiving compensation (e.g. consulting fees, speaking or writing honoraria, etc.) from a company offering products or services related to the interests of Elia; and
- Doing business with Elia or having a relationship with any company or organisation doing business or wishing to do business with Elia.

Elia Board Members should aim to avoid conflicts of interests where possible. If this is not possible, the conflicted person must be forthcoming about the said conflict to the rest of the Board as early as possible; the Board will then debate and decide on the matter.

The conflicted person may not participate in the vote (and may only participate in the discussion by invitation only). Board Members are expected to abstain from discussion and voting on any matter in which the Elia Board Member has or may have a conflict of interest.

***Specifically, Elia Board Members and other officials will:***

- Avoid placing (and avoid the appearance of placing) their own self-interest or any third-party interest above that of Elia. Though incidental personal or third-party benefit may necessarily flow from certain Elia activities, such benefit must be merely incidental to the primary benefit to Elia and its purposes;
- Not abuse their position by improperly using their position or Elia 's staff, services, equipment, materials, resources or property for their personal or third-party gain or pleasure, and shall not represent to third parties that their authority as an Elia Board Member or official extends any further than that which it actually extends;
- Not engage in any outside business, professional or other activities that would adversely affect Elia;
- Not solicit or accept gifts, personal property or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to Elia without fully disclosing such items to the Board of Directors;
- Provide goods or services to Elia as a paid vendor to Elia only after full disclosure to, and advance approval by, the Board, and pursuant to any related procedures adopted by the Board;
- Not persuade or attempt to persuade any employee of Elia to leave the employ of Elia or to become employed by any person or entity other than Elia; and

- Not persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor or any other person or entity with an actual or potential relationship with Elia to terminate, curtail or not enter into its relationship to or with Elia, or in any way reduce the monetary or other benefits to Elia of such relationship.

## Thank you for joining the Elia Board

By submitting your candidacy to become an Elia Director, you put yourself forward to gain the rewards from contributing to the growth and development of Elia. This is an exciting time for Elia now that we are in our second decade and we have numerous ambitious plans for the future.

We are pleased to have you on the Board and look forward to working with you throughout your term as a Board Member.

## Annexe 1: Annual Affirmation of Service

All Board Members must confirm adherence to the following annually:

1. I commit to supporting and enhancing the mission, purpose and goals of Elia.
2. I commit to attending Board meetings and to contribute as much as I am able. If unable to attend a scheduled meeting, I will provide adequate notice to one of the following: President or Company Secretary (for Board meetings) or committee Person in Charge (for other meetings).
3. I commit to preparing for each Board meeting as needed by reading all appropriate reports and/or minutes I receive, and I commit to doing additional research about special topics as needed.
5. I commit to serving on and enhancing committees as assigned.
6. I commit to conducting myself in a professional manner at Elia events and in interactions with Directors, members, volunteers and staff.
7. I commit to strengthening the membership of the association by promoting it to colleagues and I commit to encouraging additional members to become involved as volunteers.
8. I commit to supporting my own company's membership and overall support of Elia.
9. I commit to conducting myself in an ethical manner and will not use, for my own gain or for the gain of others, confidential information shared during my term of service. Additionally, I will not disclose this information to those outside the association, unless it is required to do so on behalf of the association or by law.
10. I will share concerns relating to the association, Board, members, volunteers or staff in a prompt, proactive and professional manner.
11. During the course of my term, if I find that I am no longer able to be a responsible and positive contributor to the Elia Board, I will take it upon myself to discuss alternatives with the officers. A voluntary resignation to allow another person who can be more fully involved to serve in my place may follow this discussion.

Signed by:

---

[Name]

---

Date

## Annexe 2: Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) is made on [date] (“the Effective Date”) by and between:

European Language Industry Association, Elia (“the Discloser”), a non-profit organisation whose registered office is at Unit 7, Sandtoft Industrial Estate, Sandtoft Road, Belton, Doncaster DN9 1PN UK; and

[Name and address] (“the Recipient”)

It is understood and agreed to that Elia may provide certain information that is and must be kept confidential.

I recognise that my relationship with Elia is one of high trust and confidence by reason of my access to and contact with the trade information and confidential and proprietary information about Elia and its member companies.

I shall use my best efforts to protect any and all confidential, proprietary or secret information relating to Elia.

To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

1. The Confidential Information to be disclosed can be described as and includes:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, current or future business plans and models, strategies for development or growth, business operations of Elia and its member companies, or any other proprietary information not generally known to the public (collectively, “Confidential Information”) regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

Confidential Information shall also include any proprietary information of third parties which is disclosed to the Discloser and is subject to an obligation of confidentiality on the part of the Discloser.

2. The Recipient agrees not to disclose the confidential information obtained from the Discloser to anyone unless required to do so by law.

3. The Recipient shall not, during the engagement with the Discloser or at any time thereafter, use for their own benefit or for the benefit of another any Confidential Information.

4. This Agreement states the entire agreement between the parties concerning the disclosure

of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

6. Upon termination of engagement with the Discloser or at any other time upon request, the Recipient shall promptly deliver to the Discloser all records, files and other documents in their possession which contain Confidential Information or material which is proprietary to the Discloser's member companies, all of which the Recipient acknowledges are the sole property of the Discloser.

7. These non-disclosure rules shall not apply to information which:

- a. is or becomes in the public domain through no action or failure to act on my part,
- b. is generally disclosed to third parties by the Discloser without restrictions on such parties, or
- c. is approved for release by written authorisation of the Elia Board of Directors.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Signed by:

---

[Name]

---

Date